

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Settlement” or “Agreement”) is made and entered into between Plaintiff Jesus Guadarrama Estrada (“Plaintiff”), acting in a Private Attorney General capacity, and Defendant TN Truss Components, Inc. (“Defendant”). Plaintiff and Defendant are collectively referred to as “Parties.”

I. DEFINITIONS

The following terms, when used in this Settlement, shall have the following meanings:

1. “Action” means the matter entitled *Jesus Guadarrama Estrada v. TN Truss Components, Inc.*, Los Angeles County Superior Court Case No. 25STCV02752 and as set forth in Plaintiff’s correspondence to the California Labor and Workforce Development Agency (“LWDA Letter”) dated on or about January 30, 2025.

2. “Aggrieved Employees” means all of Defendant’s current and former non-exempt California employees employed at any time during the PAGA Period. Defendant represents that there are approximately 166 Aggrieved Employees.

3. “Complaint” means the First Amended Class and Representative Action Complaint in the Action filed on April 17, 2025.

4. “Court” means the Superior Court of California for the County of Los Angeles.

5. “Effective Date” means the date the Court enters an order approving the Settlement and entering judgment thereon.

6. “Individual PAGA Payment” means the amount to be paid to each Aggrieved Employee based on the formula described herein.

7. “LWDA” means the California Labor and Workforce Development Agency.

8. “Gross Settlement Amount” is the non-reversionary sum of Three Hundred Thousand Dollars and Zero Cents (\$300,000.00), which represents the total all-in amount payable under this Settlement by Defendant, including, without limitation, payments to all Aggrieved Employees, payment to the LWDA, service award payment to Plaintiff, payment of Plaintiff’s Counsel’s fees and costs, and payment to the Settlement Administrator for administration costs.

9. “Net Settlement Amount” is the amount remaining to distribute to the LWDA and Aggrieved Employees after the following amounts (if approved by the Court) are subtracted from the Gross Settlement Amount: (a) Plaintiff’s Counsel’s fees up to one-third (33 1/3%) of the Gross Settlement Amount, currently estimated at \$100,000.00; (b) Plaintiff’s verified costs up to \$20,000.00; (c) verified administration costs up to \$4,000.00; and (d) Plaintiff’s service award of up to \$10,000.00.

10. “PAGA” means the California Labor Code Private Attorneys General Act, California Labor Code § 2698, *et seq.*

11. “PAGA Period” means the time period from January 30, 2024 through July 15, 2026 or the date the Court approves the PAGA settlement, whichever is earlier.

12. “PAGA Released Claims” any and all claims or causes of action for PAGA penalties that were alleged, or could have been alleged, based on, or arising out of, the facts stated in the Complaint and Plaintiff’s LWDA Letter, whether known or unknown, contingent or accrued, which arose during the PAGA Period, including without limitation to violations California Labor Code §§ 201, 202, 203, 204, 210, 226, 226.2, 226.7, 246, 256, 510, 512, 516, 558, 558.1, 1174, 1194, 1197, 1197.1, and 1198.

13. “Parties” means Plaintiff and Defendant, collectively.

14. “Pay Period” means any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

15. “Plaintiff” means Jesus Guadarrama Estrada.

16. “Plaintiff’s Counsel” means William C. Sung, Tiffany L. Luu, and Joseph C. Ramli of Justice for Workers, P.C.

17. “Released Parties” means Defendant TN Truss Components, Inc. and its respective, former and present, parents, subsidiaries, affiliates, owners, directors, officers, members, managers, shareholders, insurers, employees, attorneys, joint employers, predecessors or successors and assigns.

18. “Settlement Administrator” or “Administrator” means Phoenix Settlement Administrators.

II. RECITALS

1. Plaintiff alleges, among other things, that with regard to the Aggrieved Employees, Defendant: (1) failed to pay all wages due, including minimum, overtime, and piece-rate wages; (2) failed to provide meal and rest periods; (3) failed to pay paid sick leave; (4) failed to pay all wages due upon termination of employment; (5) failed to timely pay wages; (6) failed to furnish accurate itemized wage statements; and (7) failed to maintain accurate records, all of which result in liability for civil penalties under the PAGA.

2. On January 30, 2025, Plaintiff provided the LWDA Letter to the LWDA and Defendant asserting claims for civil penalties pursuant to PAGA stemming from alleged violations of the California Labor Code described in Paragraph II.1 above.

3. On January 31, 2025, Plaintiff filed the initial Class Action Complaint in the Action.

4. On April 17, 2025, Plaintiff filed the operative First Amended Class and Representative Action Complaint, adding a cause of action for civil penalties under the PAGA (the “Complaint”).

5. Thereafter, the Parties stipulated to arbitrate Plaintiff’s individual claims, dismiss

class claims, and stay PAGA claims.

6. On August 4, 2025, the Court entered an Order on the Parties' stipulation and, among other things, the Court dismissed the Plaintiff's class claims without prejudice and stayed Plaintiff's non-individual PAGA claims.

7. On or about September 4, 2025, Plaintiff commenced arbitration proceedings before the American Arbitration Association ("Arbitration").

8. During the pendency of the Action and Arbitration, the Parties engaged in an informal discovery exchange prior to mediation. In response to Plaintiff's Counsel's informal discovery requests, Defendant provided Plaintiff's Counsel with Plaintiff's signed arbitration agreement, information and documents pertaining to Plaintiff and other Aggrieved Employees and the claims in the Action in order for Plaintiff's Counsel to investigate Plaintiff's allegations and value the PAGA claim, including but not limited to timekeeping and payroll data.

9. On April 16, 2026, the Parties participated in a PAGA mediation before mediator Jeffrey Fuchsman, Esq. With the assistance of Mr. Fuchsman, the Parties agreed to fully and finally resolve, subject to Court approval, the PAGA Released Claims as to Plaintiff and the Aggrieved Employees.

10. Upon the Court approving the settlement, Plaintiff shall file a dismissal of the Arbitration with prejudice.

III. OPERATIVE TERMS OF SETTLEMENT AGREEMENT

The Parties agree as follows:

1. **Non-Admission.** Nothing in this Settlement shall be construed to be an admission by Plaintiff that Plaintiff's claims do not have merit or by Defendant of any liability or wrongdoing as to Plaintiff, Aggrieved Employees, or any other person, and Defendant specifically disclaims any such liability or wrongdoing. The Parties have entered into this Settlement with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses and risks. This Settlement and any related court documents or orders are not and may not be cited or admitted as evidence of liability.

2. **Gross Settlement Amount.** Defendant shall pay Three Hundred Thousand Dollars and Zero Cents (\$300,000.00) as the **non-reversionary** Gross Settlement Amount. Defendant will not pay more than the Gross Settlement Amount (subject to the Escalator Clause below). The payment of the Gross Settlement Amount shall be made within thirty (30) calendar days following the Effective Date or January 18, 2027, whichever is later. Defendant shall make the payment to the Settlement Administrator who will then distribute all payments.

3. **Escalator Clause.** Defendant represents there are 8,784 weekly Pay Periods worked by Aggrieved Employees during the PAGA Period as of April 16, 2026. If the number of weekly Pay Periods worked by Aggrieved Employees during the PAGA Period exceeds 9,662 (i.e., 10 % more than the number of weekly Pay Periods estimated by Defendant as of April 16, 2026), then, at Defendant's option, the Gross Settlement Amount will either increase by 1% for every 1%

over the 10% threshold, or the PAGA Period will end on the date the number of weekly Pay Periods equals 9,662. Defendant will provide Plaintiff with the final number of weekly Pay Periods, and notify Plaintiff of its election if the escalator clause is triggered, prior to the settlement approval motion.

4. **Net Settlement Amount.** The Parties agree that the following amounts should be subtracted from the Gross Settlement Amount, if approved by the Court, resulting in a Net Settlement Amount to distribute to the LWDA and Aggrieved Employees:

a. **Plaintiffs Counsel's Fees and Costs.** Defendant will not oppose Plaintiff's request for attorneys' fees in the amount up to one-third (33 1/3%) of the Gross Settlement Amount (currently estimated at \$100,000.00), and costs incurred in prosecuting this Action up to \$20,000.00. In the event the Court approves a payment of less than these amounts, the difference will be added to the Net Settlement Amount. Released Parties shall have no liability to Plaintiff's Counsel or any other Plaintiff's counsel arising from any claim to any portion any Plaintiff's Counsel Fee Payment and/or Plaintiff's Counsel Litigation Expenses Payment. The Settlement Administrator will report these payments on IRS Form 1099 issued to Plaintiff's Counsel. Plaintiff's Counsel assumes full responsibility and liability for taxes owed on the Plaintiff's Counsel Fees Payment and the Plaintiff's Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

b. **Administration Costs.** Defendant will not oppose the Settlement Administrator's costs in the amount up to \$4,000.00 for administering the Settlement. In the event the Court approves a payment of less than this amount, the difference will be added to the Net Settlement Amount. The Settlement Administrator will report this payment on IRS Form 1099 issued to the Settlement Administrator.

c. **Plaintiff's Service Award.** Defendant will not oppose Plaintiff's request for a service award in the amount of \$10,000.00 for Plaintiff's service to the LWDA and the Aggrieved Employees, the risk Plaintiff undertook by attaching Plaintiff's name to the Action, and settlement of Plaintiff's individual, and non-PAGA claims. In the event the Court approves a payment of less than the requested amount, the difference will be added to the Net Settlement Amount. Released Parties will not be responsible for making up the difference to Plaintiff. If the Court believes the service award should be reduced, the other terms of the Settlement will remain in effect and any such reduction will not affect the remaining terms, other than adjusting the Net Settlement Amount. Defendant, via the Settlement Administrator, will report this payment on IRS Form 1099 issued to Plaintiff.

5. **Allocation of Net Settlement Amount.** The Net Settlement Amount shall be distributed pursuant to Labor Code§ 2699(i) as follows:

- a. 65% of the Net Settlement Amount shall be distributed to the LWDA.
- b. 35% of the Net Settlement Amount shall be paid to Aggrieved Employees. This portion of the Net Settlement Amount shall be paid to all Aggrieved Employees pro rata based on the proportional number of Pay Periods worked by each Aggrieved Employee for Defendant in

California during the PAGA Period relative to the total number of Pay Periods worked by all Aggrieved Employees for Defendant in California during the PAGA Period.

c. The Parties agree that should the Court deny approval of the Settlement based on the allocation of the Gross Settlement Amount or the Net Settlement Amount, the Parties agree to re-negotiate the allocation of funds in good faith in an effort to obtain approval of the Settlement.

6. **PAGA Released Claims.** Upon entry of an Order approving the Settlement and full payment by Defendant of the Gross Settlement Amount, all Aggrieved Employees, including Plaintiff, individually and on behalf of their respective agents, executors, personal representatives, heirs, executors, successors and assigns will release any and all PAGA Released Claims against the Released Parties that arose during the PAGA Period. Upon entry of the Order approving the Settlement and judgment entered thereon, as well as full payment by Defendant of the Gross Settlement Amount, Plaintiff and all Aggrieved Employees will be forever barred from pursuing any and all of the PAGA Released Claims that arose during the PAGA Period against the Released Parties.

7. **Plaintiff's Released Claims.** Upon entry of an Order approving the Settlement and full payment by Defendant of the Gross Settlement Amount, Plaintiff, as the named PAGA representative and in light of the service payment Plaintiff will receive under the settlement, agrees to further release the Released Parties from any and all claims, demands, rights, liabilities, and/or causes, of any form whatsoever, arising under federal, state or local wage-and-hour laws, rules, or regulations, whether known or unknown, unforeseen, unanticipated, unsuspected or latent, that have been or could have been asserted by Plaintiff, or the heirs, successors and/or assigns of Plaintiff, whether directly, indirectly, representatively, derivatively or in any other capacity, arising based on Plaintiff's employment with Defendant, at any time prior to the date that the Court grants approval of this Settlement ("Plaintiff's Released Claims").

As to the Plaintiff's Released Claims only, Plaintiff expressly waives all rights and benefits under the terms of section 1542 of the California Civil Code. Section 1542 reads as follows:

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

Notwithstanding the provisions of section 1542, and for the purpose of implementing a full and complete release and discharge of all of Plaintiff's Released Claims, Plaintiff expressly acknowledges that this Settlement is intended to include in its effect, without limitation, all Plaintiff's Released Claims which Plaintiff does not know or suspect to exist in her favor at the time of execution hereof, and that the Settlement contemplates the extinguishment of all such Plaintiff's Released Claims.

8. **No Right to Opt-Out or Objection Right.** Aggrieved Employees do not have the right to object or opt out of or otherwise exclude themselves from the settlement of claims for civil penalties under PAGA, and upon approval of the Settlement by the Court, each Aggrieved

Employee will have released Defendant and each of the Released Parties of, and for claims for, civil penalties under PAGA released herein and each Aggrieved Employee will be entitled to receive payment, in conformity with the Settlement.

9. **Covenants and Representations by Plaintiff and Plaintiff's Counsel.**

a. Plaintiff represents and warrants that Plaintiff has not assigned or transferred or purported to assign or transfer to any person or entity, any claim or portion thereof, or interest therein, which is or may be subject to this Settlement.

b. Plaintiff acknowledges that Plaintiff has read this Settlement, that Plaintiff fully understands Plaintiff's rights, privileges and duties under the Settlement, and enters into this Settlement freely and voluntarily, and without duress. Plaintiff further acknowledges that Plaintiff had the opportunity to consult with Plaintiff's attorneys to explain the terms of this Settlement and the consequences of signing this Settlement.

10. **Notification to LWDA.** Plaintiff's counsel will notify the LWDA of the settlement at the time the settlement is submitted to the Court for approval, seek approval of the settlement, and perform any and all statutory tasks as required by law.

11. **Termination of Settlement.** If the Court does not approve the Settlement, or if the Court does not enter judgment as provided for in this Settlement, or if appellate review is sought and, on such review, the Court's decision is materially modified or reversed, or, except as otherwise set forth herein, if one or more of the material terms of the Settlement is not approved or is materially modified or reversed or found to be invalid, then either of the Parties shall have the right within ten (10) days of written notice thereof to elect to terminate the Settlement, in which case the Settlement shall have no force or effect, and the Parties shall be deemed to have reverted to their respective status as of the date and time immediately prior to the execution of this Settlement. However, before exercising this option, a Party contemplating terminating the Settlement will attempt to work with the other Party in good faith to modify the Settlement in order to obtain Court approval or to otherwise cure any defect in the Settlement.

12. **Judgment.** As part of the Motion to approve the Settlement, Plaintiff shall submit a proposed judgment and order which enters judgment in the Action in accordance with the terms of the Settlement, and the Court retains jurisdiction over the Action for the purpose of enforcing the terms of the Settlement following approval of the Settlement pursuant to Cal. Code Civ. Proc. § 664.6. This Settlement is expressly conditioned upon the Court entering judgment as set forth herein..

IV. **ADMINISTRATION OF SETTLEMENT**

1. **Settlement Administrator.** The Parties agree to use Phoenix Settlement Administrators to handle the administration of this Settlement.

2. **Provision of Information for Aggrieved Employees.** Within seven (7) business days of the Effective Date, Defendant shall provide the Settlement Administrator with information for Aggrieved Employees. Defendant will in good faith compile from its records a list of Aggrieved Employees that will be in a computer-readable format, such as a Microsoft Excel spreadsheet, and

shall include each Aggrieved Employee's full name, last known mailing address, total number of Pay Periods or dates of employment, and Social Security number. Because Social Security numbers are included in the list, the Settlement Administrator will maintain the list in confidence, and access shall be limited to those with a need to use the list as part of the administration of the Settlement.

Within seven (7) business days of receiving the Aggrieved Employees' information from Defendant, the Settlement Administrator will circulate to counsel for both Parties an anonymized spreadsheet containing the estimated individual settlement payments to each Aggrieved Employee. The Settlement Administrator shall obtain approval from all counsel of the calculations before mailing Individual PAGA Payments.

3. **Explanatory Letter and Individual PAGA Payments.** Upon receipt of the information for Aggrieved Employees, the Settlement Administrator will perform a search on the National Change of Address database to update the Aggrieved Employees' addresses.

Within fourteen (14) calendar days of the Settlement being fully funded as provided above in Section III.2, the Settlement Administrator shall mail copies of the explanatory letter in English and Spanish, which has been mutually approved by the Parties and is attached hereto as **Exhibit A** along with Individual PAGA Payments to all Aggrieved Employees via regular First-Class U.S. Mail.

The Settlement Administrator will calculate the amount to be received by each Aggrieved Employee, which will be based on the formula set forth in Section III.5., *supra*. The Settlement Administrator will send each Aggrieved Employee a check for their Individual PAGA Payment along with the explanatory letter. Checks will remain negotiable for 180 days. Each Individual PAGA Payment shall be deemed penalties/interest and reported using IRS Form 1099.

4. **Undeliverable Notices.** The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Aggrieved Employee. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Aggrieved Employee.

Any checks returned as non-deliverable on or before the check cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address, using a skip-trace or other similar search, using the name, address and/or Social Security number of the Aggrieved Employee involved and will perform a single re-mailing if a new address is located.

Defendant fully discharges its obligations to those Aggrieved Employees by paying the Gross Settlement Amount to the Settlement Administrator regardless of whether checks thereafter issued by the Settlement Administrator are actually received and/or negotiated by Aggrieved Employees. Funds represented by checks returned as undeliverable after a re-mailing, and funds represented by checks remaining un-cashed for more than 180 days after issuance, will be tendered by the Settlement Administrator to the State Controller's Office under the unclaimed property fund laws in the names of the Aggrieved Employees to whom the checks were issued.

5. **Payment of Remainder.** Within thirty (30) calendar days of the Settlement being

fully funded, the Settlement Administrator will distribute the following additional payments: (1) the 65% share of the Net Settlement Amount to the LWDA; (2) Court-approved attorney's fees and costs to Plaintiff's Counsel; (3) Court-approved administration costs to the Settlement Administrator; and (4) Court-approved service payment to Plaintiff.

6. **Accounting.** No later than ten (10) business days prior to the Court's Final Accounting Hearing, if scheduled by the Court, the Settlement Administrator will provide an accounting under oath to the Parties of the amounts paid from the Settlement and/or uncashed.

7. **Tax Consequences.** Individual PAGA Payments made under this Settlement will be attributed 100% as penalties and interest and paid via IRS Form 1099 issued to each Aggrieved Employee. Neither Plaintiff nor Defendant, nor counsel for either of the Parties, makes any representations or warranties with respect to tax consequences of any payment under this Settlement, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise. Plaintiff and Aggrieved Employees understand and agree that they will be solely responsible for correctly characterizing any payment received under the Settlement on their personal income tax returns and paying any and all taxes due for any and all amounts paid to them under the Settlement.

V. **MISCELLANEOUS PROVISIONS**

1. **Mutual Preparation and Drafting.** The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement. The Parties agree that the terms and conditions of this Settlement are the result of lengthy, intensive, arm's-length negotiations between the Parties and that neither Plaintiff nor Defendant shall be considered the "drafter" of this Settlement for purposes of having terms construed against that Party. This Settlement will not be construed more strictly against one Party merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement.

2. **Successors.** This Settlement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, assigns, administrators and successors.

3. **Costs and Fees.** The Parties shall each bear their own costs, attorneys' fees, expert fees, mediator fees and other fees incurred in connection with this Settlement and Plaintiff's PAGA claim, except as otherwise set forth specifically herein.

4. **Governing Law.** This Settlement shall be construed under and governed by the laws of the state of California. This Settlement shall be deemed to have been entered into in the County of Los Angeles, California, and all questions of validity, interpretation or performance of any of its terms or of any rights or obligations of the Parties to this Settlement shall be governed by California law. If any legal or equitable action is necessary to enforce the terms of this Settlement, it shall be brought in the State of California, County of Los Angeles.

5. **Complete Agreement.** The Parties each acknowledge and represent that this Settlement contains the entire understanding between them and contains all terms and conditions pertaining to the compromise and settlement of the PAGA Released Claims in the Action. This Settlement cannot be amended or modified except by a writing signed by counsel for the

Parties hereto.

6. **Judgment and Continued Jurisdiction.** After approval of this Settlement, the Court will have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement, (ii) settlement administration matters, and (iii) such post-Judgment matters as may be appropriate under court rules or as set forth in this Settlement. Plaintiff will submit a proposed judgment in conformity with this Agreement to be entered by the Court, which shall constitute a final and binding resolution of the PAGA claim in the Action.

7. **Authorization to Enter into Settlement.** Counsel for all Parties warrant and represent that they are expressly authorized by the Parties whom they represent to negotiate this Settlement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Settlement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

8. **Execution and Counterparts.** This Settlement is subject only to the execution of all Parties. However, the Settlement may be executed in one or more counterparts. All executed counterparts, and each of them, including facsimile and scanned copies of the signature page, will be deemed to be one and

9. **Acknowledgement that the Settlement is Fair and Reasonable.** The Parties believe this Settlement is a fair, adequate and reasonable settlement of the PAGA claim in the Action, and, have arrived at this Settlement after arm's-length negotiations by experienced counsel and with the assistance of an experienced mediator. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement. the same instrument.

10. **Invalidity of Any Provision.** Before declaring any provision of this Settlement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Settlement valid and enforceable.

11. **Severability.** If any term or provision of this Settlement is held to be invalid or unenforceable, the remaining portions of this Settlement will continue to be valid and will be performed, construed and enforced to the fullest extent permitted by law, and the invalid or unenforceable term will be deemed amended and limited in accordance with the intent of the Parties, as determined from the face of the Agreement, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

12. **Waiver.** No waiver of any condition or covenant contained in this Settlement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such Party of the same or any other condition, covenant, right or remedy.

13. **Representation by Counsel.** The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement, and this Settlement has been executed with the consent and advice of counsel and reviewed in full.

14. **Binding Agreement.** The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement will be fully enforceable and binding on all Parties and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms under California Code of Civil Procedure § 664.6 and any other applicable statute or law, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

15. **Denial of Liability.** The Parties expressly recognize that the making of this Settlement does not in any way constitute an admission or concession of wrongdoing on the part of Defendant. Nothing in this Settlement, nor any action taken in implementation thereof, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued or used during the course of this Action, is intended by the Parties to, nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in any other judicial, arbitral, administrative, investigative or other forum or proceeding, as evidence of any violation of any federal, state or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, this Settlement may be used in any Court proceeding that has as its purpose the interpretation, implementation or enforcement of the Settlement or any orders or judgments of the Court entered into in connection therewith.

16. **Confidential.** The Parties agree that this Settlement is confidential (except for purposes of enforcement) and that no Party will issue any press release nor other public or non-public representation regarding the settlement other than as necessary to obtain Court approval and effectuate the terms of the Settlement. The Parties and their counsel agree that they will not initiate or have any contact with the press, respond to any press inquiry, or have any communication with the press about this case.

17. **Enforcement Action.** In the event that one or more of the Parties institutes any legal action, motion, or other proceeding against any other Party or Parties to enforce the provisions of this Settlement Agreement or to declare rights and/or obligations under this Settlement Agreement, the prevailing Party or Parties will be entitled to recover from the non-prevailing Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any action, motion, or other proceeding.

IN WITNESS THEREOF, the Parties each acknowledge that they have read the foregoing Settlement, accept and agree to the provisions contained in this Settlement and hereby execute it voluntarily and with full understanding of its consequences.

ACCEPTED AND AGREED:

Dated: 07/02/, 2026

Jesus Guadarrama
Plaintiff Jesus Guadarrama Estrada

ADDITIONAL SIGNATURES ON NEXT PAGE

Dated: 7/1, 2026

B-L
Defendant TN Truss Components, Inc.

Brian Larrabure
Printed Name

Pres.
Title

AGREED AS TO FORM AND CONTENT:

Dated: July 2, 2026

William C. Sung
William C. Sung
Tiffany L. Luu
Joseph C. Ramli
JUSTICE FOR WORKERS P.C.
Attorneys for Plaintiff Jesus Guadarrama Estrada

Dated: July 1, 2026

P. Benyamini
Pascal Benyamini
Faegre Drinker Biddle & Reath LLP
Attorneys for Defendant
TN Truss Components, Inc.

EXHIBIT A

Re: *Settlement Payment from Jesus Guadarrama Estrada v. TN Truss Components, Inc.*
Superior Court of California for County of Los Angeles, Case No. 25STCV02752
SIMID
Name
Address

Dear NAME:

Enclosed, please find a check made payable to you. This is your settlement payment from the settlement of the lawsuit titled *Jesus Guadarrama Estrada v. TN Truss Components, Inc.*, Case No. 25STCV02752, pending in the Superior Court of California for the County of Los Angeles (the “Action”).

The Action was filed against Defendant TN Truss Components, Inc. (“Defendant”) and includes a claim pursuant to the California Labor Code Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* (“PAGA”). The Action was brought by Plaintiff Jesus Guadarrama Estrada (“Plaintiff”), a former employee of Defendant, on behalf of the State of California and other alleged aggrieved employees. You have been identified as one of the employees on whose behalf the case was brought. Prior to commencing the Action, Plaintiff submitted a letter to the State of California Labor & Workforce Development Agency (“LWDA”) on January 30, 2025, providing notice of his intent to pursue her a lawsuit under PAGA (“LWDA Letter”).

Plaintiff claimed that Defendant owed civil penalties under PAGA for alleged violations of the California Labor Code. The parties have reached a settlement of Plaintiff’s claims, and on **DATE**, the Court approved the settlement, including the amount of civil penalties to be paid under the settlement. A portion of the civil penalty settlement amount goes to the State of California’s Labor and Workforce Development Agency. Another portion of the civil penalty settlement amount goes to employees of Defendant who were allegedly affected by the alleged violations of the Labor Code. By agreeing to this settlement, Defendant does not admit that it is liable in any way to current or former employees for any violations of the California Labor Code or any penalties. Defendant has denied the allegations in the Action and has denied any and all liability in connection with claims asserted in the Action. The Court has not decided the merits of Plaintiff’s claims.

Pursuant to the settlement, enclosed is a check for your share of a portion of the civil penalties. This check will remain valid for 180 days from the date of issuance. If you do not cash your check within 180 days of issuance, the funds will be deposited by the Settlement Administrator with the California State Controller’s Unclaimed Property Fund in your name. If you are still employed by Defendant, your decision to cash the check will not affect your employment.

While you were not a party to the Action, you and the State of California have been bound by the settlement entered in this matter and approved by the Court, including the release contained in the settlement. The release pertains to civil penalties under PAGA only. The release includes any and all claims for PAGA penalties that were alleged, or could have been alleged, based on, or arising out of, the facts stated in the Complaint and Plaintiff’s LWDA Letter, whether known or

unknown, contingent or accrued, which arose during the PAGA Period of January 30, 2024 to **INSERT**, including without limitation to, any and all claims for alleged unpaid wages (including but not limited to overtime and minimum wages, paid sick leave, and piece rates), failure to provide meal periods and rest breaks, itemized wage statement penalties, failure to maintain payroll records, and failure to timely pay wages during and at the end of employment.

Do not call or write the Court or Office of the Clerk of the Court to ask questions about the settlement. If you have any questions, you can contact Phoenix Settlement Administrators, the Settlement Administrator, at (____) ____-____.

1 **JUSTICE FOR WORKERS, P.C.**
William C. Sung SB# 280792
2 E-Mail: william@justiceforworkers.com
Tiffany L. Luu SB# 335127
3 E-Mail: tluu@justiceforworkers.com
Joseph C. Ramli SB# 339491
4 E-Mail: jramli@justiceforworkers.com
9575 Bolsa Ave
5 Westminster, CA 92683
Tel: 323-922-2000
6 Fax: 323-922-2000

7 Attorneys for Plaintiff JESUS GUADARRAMA ESTRADA

8
9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF LOS ANGELES**
11

12 JESUS GUADARRAMA ESTRADA, an
individual and on behalf of all others similarly
13 situated;

14 Plaintiff,

15 vs.

16 TN TRUSS COMPONENTS, INC., a
California corporation; and DOES 1 through
17 50,

18 Defendants.

Case No.: 25STCV02752

[Assigned for All Purposes to:
Hon. Theresa M. Traber, Dept. 1]

**DECLARATION OF JESUS
GUADARRAMA ESTRADA IN
SUPPORT OF MOTION FOR
APPROVAL OF PAGA SETTLEMENT**

(Filed concurrently with Motion for Approval
of PAGA Settlement; Supporting
Declarations; and [Proposed] Order)

DATE: INSERT, 2026

TIME: INSERT a.m.

DEPT: 1

Action Filed: January 31, 2025

Trial Date: Not Set

1 I, JESUS GUADARRAMA ESTRADA, hereby declare as follows:

2 1. I am an individual over the age of 18 year and the named Plaintiff in the above-
3 captioned matter. This declaration is submitted in support of approval of the proposed class action
4 settlement ("Settlement") reached in this case. I have personal knowledge of the facts contained in
5 this declaration, and if called as a witness, could and would testify as to their accuracy.

6 2. I was employed by Defendant TN Truss Components, Inc. ("Defendant") as a non-
7 exempt employee for more than 10 years until approximately January 27, 2025 as a piece-rate
8 laborer. During my employment with Defendant, I was subject to Defendant's wage and hour
9 policies and practices that are at issue in this case.

10 3. Specifically, I was paid on a piece rate basis but Defendant failed to state the number
11 of piece rate units and rates in my paystubs, so I did not know if I was paid correctly, I often did not
12 receive full 30 minute meal periods before the end of the fifth hour of work, and I often did not
13 receive 10 minute rest breaks. As a result of the foregoing issues, I believe I received inaccurate
14 wage statements and was not paid all wages when my employment with Defendant ended. I believe
15 other non-exempt employees of Defendant were subject to the same policies and procedures
16 discussed above and that my claims against Defendant for unpaid wages and statutory and civil
17 penalties are typical of other employees' claims.

18 4. I have been actively involved in this case since I first retained Justice for Workers,
19 P.C. ("JFW") in January 2025. Without waiving the attorney-client privilege, prior to filing this
20 lawsuit, my attorneys explained my role and responsibilities as a PAGA representative, and I
21 understand my responsibilities as a PAGA representative. Since retaining my attorneys, I have had
22 many discussions and meetings with the attorneys and staff at JFW, discussions regarding
23 Defendant's wage and hour practices and my claims in this case, litigation strategy, updates on how
24 the case was proceeding, the Settlement, and how I could help the case and potential Aggrieved
25 Employees. I also gathered and reviewed documents for use in the lawsuit and reviewed relevant
26 documents with my attorneys. I estimate that I have spent at least 20 hours on this case from the
27 time I first spoke with my attorneys regarding this case until the present.

28 ///

5. Furthermore, there is no conflict between my interests and the interests of the Aggrieved Employees that I am seeking to represent. My interests are entirely coextensive with the interests of Aggrieved Employees. I allege that I was injured by the same company-wide policies and practices to which Aggrieved Employees were subjected and seek the same relief. I have already demonstrated my ability to advocate for the interests of Aggrieved Employees by initiating this litigation, undertaking extensive class discovery, and evaluating the proposed settlement to assure that it is fair.

6. I understood that at the time I filed this action, as a PAGA Representative, I owed a duty to Aggrieved Employees to faithfully prosecute this action with their best interests at the forefront of every decision. I understood that I could not make any decision in this action for the sole benefit of my personal interest. I understood that in executing this duty, I might have been asked to sacrifice my personal best interests for the benefit of the interests of the putative class members. Nevertheless, I knowingly and voluntarily undertook this duty in order to provide the broadest possible relief for my former co-workers for what I perceived to be Defendant's unlawful wage and hour practices. I believe that I faithfully executed the duties of a PAGA Representative throughout this litigation and will continue to do until this litigation is fully and finally resolved.

7. I understand that my attorneys will request that the Court approve a service award of \$10,000.00 for my efforts on behalf of Aggrieved Employees. I believe this amount is reasonable based on the amount of time and effort I have devoted to this case, the risks I have undertaken as a PAGA representative. My support for the Settlement is not contingent on my receiving this service award.

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

Executed on July 2, 2026 at Rosamond, California.

Jesus Guadalupe

JESUS GUADARRAMA ESTRADA

Title	[POR FAVOR FIRME] PAGA Settlement Agreement y Declaration of...
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