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Attorneys for Plaintiff and the Putative Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE – HISTORIC COURT HOUSE

JAMES HENRIQUEZ, individually, and
on behalf of all others similarly situated,

Plaintiff,

v.

ADVANCED FLOW ENGINEERING,
INC., a California corporation; and DOES
1 through 50, inclusive,

Defendants.

Case Number: CVRI2406176

[Assigned for all purposes to the Honorable
Harold W. Hopp, Department 1]

~~[PROPOSED AMENDED]~~ ORDER
GRANTING PRELIMINARY
APPROVAL

~~1~~ ~~PROPOSED~~ ORDER GRANTING PRELIMINARY APPROVAL

2 The Court now has before it Plaintiff's unopposed Motion for Preliminary Approval of
3 Class Action And PAGA Settlement ("Motion"). After reviewing the Motion, all other papers in
4 support of the Motion, the Joint Stipulation And Settlement Agreement To Resolve Class Action
5 And PAGA Claims (the "Settlement Agreement"), attached to the Declaration Of Scott E. Wheeler
6 In Support Of Plaintiff's Motion For Preliminary Approval Of Class Action And PAGA Settlement
7 Filed On Behalf Of Plaintiff, and all exhibits attached thereto, and good cause appearing therefore,
8 the Court hereby finds and orders as follows:

9 1. The definitions set out in the Settlement Agreement are incorporated by reference
10 into this Order; all terms defined therein shall have the same meaning in this Order.

11 2. The Court finds on a preliminary basis that the settlement memorialized in the
12 Settlement Agreement appears to be fair, adequate, and reasonable as to all potential Class
13 Members and Aggrieved Employees when balanced against the probable outcome of further
14 litigation relating to liability and damages issues, and falls within the range of reasonableness of
15 settlement that could ultimately be given final approval by the Court, and therefore meets the
16 requirements for preliminary approval. The Court hereby preliminarily approves the terms and
17 conditions provided for in the Settlement Agreement.

18 3. The Court conditionally and provisionally certifies for settlement purposes only the
19 following class (the "Class" or "Settlement Class"):

20 All current and former non-exempt, hourly employees who were employed by
21 Defendant Advanced Flow Engineering, Inc. at any time in the state of California
22 during the period which begins on November 1, 2020, and which ends on September
30, 2025 (the "Class Period").

23 The Class Period is November 1, 2020, through September 30, 2025. (See, Agreement, ¶7).

24 4. The court conditionally and provisionally approves for settlement purposes only the
25 following definition of "Aggrieved Employees":

26 All current and former non-exempt, hourly employees who were employed by
27 Defendant Advanced Flow Engineering, Inc. at any time in the state of California
28 during the period which begins on March 17, 2024, and which ends on September 30,
2025 (the "PAGA Period").

1 The PAGA Period means the time from March 17, 2024, and which ends on September 30, 2025.
2 (See, Agreement, ¶22)

3 5. The Court conditionally and provisionally finds, for settlement purposes only, that
4 the proposed Class meets the requirements for certification under California Code of Civil
5 Procedure § 382 in that: (1) the proposed Class is so numerous that joinder is impractical; (2) there
6 are questions of law and fact that are common, or of general interest, to the proposed Class, which
7 predominate over any individual issues; (3) Plaintiff's claims are typical of the claims of the
8 proposed Class; (4) Plaintiff and Plaintiff's counsel will fairly and adequately protect the interests
9 of the proposed Class; and (5) a class action settlement as reflected by the Settlement Agreement
10 is superior to other available methods for the fair and efficient resolution of the controversy.

11 6. The Court preliminarily appoints, for settlement purposes only, Plaintiff James
12 Henriquez as Representative for the Class.

13 7. The Court preliminarily appoints, for settlement purposes only, Scott Ernest
14 Wheeler and Justin A. Wheeler of The Wheeler Law Firm, APC as Class Counsel.

15 8. The Parties are ordered to carry out the Settlement according to the terms of the
16 Settlement Agreement.

17 9. The Court appoints ILYM Group, Inc. as the Settlement Administrator (the
18 "Settlement Administrator"), and the Settlement Administrator is ordered to carry out the
19 administration of the settlement according to the terms of the Settlement Agreement.p

20 10. The Class Action Settlement Notice (Exh. A) shall be accompanied by the Exclusion
21 Form (Exh. B) and shall instruct Class Members to submit Exh. B to the Settlement Administrator,
22 and not this Court. The Settlement Administrator shall direct copies of any Exclusion Forms to
23 counsel for the Parties. If any Exclusion Forms are received from Class Members, the Settlement
24 Administrator is ordered to file a declaration concurrently with the filing of Plaintiff's Motion for
25 Final Approval, authenticating a copy of every exclusion form received.

26 11. The Class Action Settlement Notice (Exh. A) shall be accompanied by the Objection
27 Form (Exh. C) and shall instruct Class Members to submit Exh. C to the Settlement Administrator,
28 ILYM Group, Inc., and not this Court. The Settlement Administrator shall direct copies of any
Objection Forms to counsel for the Parties. If any Objection Forms are received from Class
Members, the Settlement Administrator is ordered to file a declaration concurrently with the filing
of Plaintiff's Motion for Final Approval, authenticating a copy of every Objection Form received.

12. If any Class Member objects to the Settlement Agreement, the objecting party is not required, either personally or through counsel: 1) to appear at the hearing on the motion for final approval for that party's objection to be considered; or 2) to file or serve, or to state in the objection, a notice of intention to appear at the hearing on the motion for final approval.

13. The Parties are ordered to carry out the Settlement according to the following implementation schedule:

Event	Date
Last day for Defendant to provide the Settlement Administrator with the Class Information	Fourteen (14) calendar days after entry of the Preliminary Approval Order
Last day for Settlement Administrator to mail Class Notice	Ten (10) calendar days after the Settlement Administrator receives the Settlement Class information
Last day for Class Members to submit a dispute regarding Workweeks, Request for Exclusion, or written Objection	Forty-five (45) calendar days after mailing of the Class Notice
Last Day for Plaintiff to file Motion for Final Approval and Motion for Attorneys' Fees and Costs and Class Representative Service Awards	Per Code
Final Approval Hearing	June 16, 2026

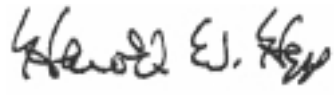
14. At the Final Approval Hearing, the Court will consider whether the Settlement should be finally approved as fair, reasonable and adequate, whether a final judgment should be entered, and whether the payments provided for under the Settlement, including attorneys' fees and costs and class representative service awards, should be finally approved and granted.

15. The Settlement Administrator shall provide notice to any objecting party of any continuance of the hearing of Plaintiff's Motion for Final Approval.

16. Pending the Final Approval Hearing, all proceedings in this Action, other than proceedings necessary to implement the Settlement and this Order, are stayed.

IT IS SO ORDERED.

Dated: March 23, _____, 2025



HONORABLE HAROLD W. HOPP
JUDGE OF THE SUPERIOR COURT

EXHIBIT A

CLASS NOTICE

A court authorized this Notice. This is not a solicitation by a lawyer. You are not being sued.

Why should you read this Notice?

A proposed settlement (the “Settlement”) has been reached in the class action lawsuit entitled *James Henriquez, and all others similarly situated v. Advanced Flow Engineering, Inc.*, California Superior Court, County of Riverside, Case No. CVRI2406176 (the “Action”). The Settlement has two components, the settlement of class action claims (the “Class Released Claims”) and the settlement of California Private Attorneys General Act (“PAGA”) claims (the “PAGA Claims”).

The Court has determined that there is sufficient evidence to suggest that the Settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at the final approval hearing.

The Settlement covers all hourly employees who were employed by Advanced Flow Engineering, Inc. (“Defendant”) at any time in the state of California during the period of November 1, 2020, through September 30, 2025 (the “Class Period”). You are receiving this notice because Defendant’s records show that you worked as an hourly employee for Defendant during the Class Period. The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights with respect to the Class Released Claims.

If you also worked as a n employee who was employed by Defendant during the period of March 17, 2024, through September 30, 2025 (the “PAGA Period”) (collectively, the “Aggrieved Employees”), you may also qualify for a settlement payment as a result of the settlement of the PAGA Claims. If eligible as an Aggrieved Employee, you will still receive your portion of the PAGA settlement regardless of how you respond to this Notice, and the PAGA Claims will still be released by the Settlement.

Your options are further explained in this Notice. To exclude yourself from the class action portion of the Settlement, or object to the Settlement, you must take action by certain deadlines. If you want to participate in the Settlement as proposed, you don’t need to do anything to obtain your share of the settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
DO NOTHING	If you do nothing, you will be considered part of the Settlement Class and will receive settlement benefits. You will also give up your rights to pursue a separate legal action against Defendant for the claims released under the Settlement.
EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS	If you do not wish to participate in the class action portion of the Settlement, you may exclude yourself by submitting a written request to be excluded. However, if you do so, you will not receive any payment under the Settlement for the class claims. If you exclude yourself from the Settlement, you will still receive your settlement payment for the release of the PAGA Claims if you are eligible; you cannot exclude yourself from that portion of the settlement.
OBJECT	To object to the Settlement, you may object orally at the Final Approval Hearing, or you may write to the Settlement Administrator about why you don’t like the Settlement. This option is available only if you do not exclude yourself from the Settlement.

Who is affected by this proposed Settlement?

The Court has certified, for settlement purposes only, the following Class: all hourly employees who were employed by Defendant at any time in the state of California during the Class Period. According to Defendant's records, you are a member of the Class (a "Class Member"). Also, according to Defendant's records, you were employed from March 17, 2024, through September 30, 2025, and are therefore a PAGA Aggrieved Employee.

What is this case about?

In the Action, James Henriquez ("Plaintiff") alleges on behalf of himself and the Class (and with respect to the PAGA Claim, on behalf of the State of California the following claims against Defendant: (1) failure to provide meal periods pursuant to Labor Code Sections 226.7, 510, 512, 1194, 1197 and Industrial Welfare Orders 1-2001, 4-2001, 7-2001, Section 11; (2) failure to provide rest periods pursuant to Labor Code Section 226.7, 512 and Industrial Welfare Orders 1-2001, 4-2001, 7-2001, Section 12; (3) failure to provide recovery periods pursuant to Labor Code Section 226.7, California code of Regulations, Title 8, Section 3395; (4) failure to pay overtime wages pursuant to Labor Code Sections 510, 1194, 1198, Industrial Welfare Orders 1-2001, 4-2001, 7-2001, Section 3; (5) failure to pay minimum wages pursuant to Labor Code Section 1194, 1197 and Industrial Welfare Orders 1-2001, 4-2001, 7-2001, Section 4; (6) failure to pay timely wages in violation of Labor Code Sections 204 and 210; (7) failure to pay all wages owed and due at termination of employment in violation of Labor Code Sections 201, 202 and 203; (8) failure to provide accurate itemized wage statements in violation of Labor Code Section 226 and Industrial Welfare Orders 1-2001, 4-2001, 7-2001, Section 7; (9) failure to maintain records in violation of Labor Code Sections 226, 1174, and Industrial Welfare Orders 1-2001, 4-2001, 7-2001, Section 7; (10) failure to indemnify for necessary expenditures when working pursuant to Labor Code Section 2802; (11) violation of the California Unfair Competition Law in violation of Business and Professions Code Section 17200; and (12) and violation of the California Private Attorneys' General Act ("PAGA"), Labor Code Sections 2698, 2699 and 2699.5, predicated on the violations of the California Labor Code and IWC Wage Orders 1-2001, 4-2001 and 7-2001, as alleged in the Operative Complaint and the LWDA Notice dated March 12, 2025.

Defendant denies any and all wrongdoing and maintains that it has complied with all laws alleged to have been violated in the First Amended Class Action and PAGA Complaint ("Operative Complaint") filed by Plaintiff as part of this Settlement. Defendant notes that this Settlement was established specifically to avoid the costs of proceeding with litigation and does not constitute an admission of liability by Defendant. The Court has not ruled on the merits of Plaintiff's claims or Defendant's defenses.

This Settlement is a compromise reached after good faith, arm's-length negotiations between Plaintiff and Defendant (the "Parties"), through their attorneys and a mediator. Both sides agree that in light of the risks and expenses associated with continued litigation, this Settlement is fair, adequate and reasonable. Plaintiff and Class Counsel believe this Settlement is in the best interests of the Class. The Court has granted preliminary approval of this Settlement.

Who are the attorneys in this Lawsuit?

Class Counsel

THE WHEELER LAW FIRM, APC
Scott Ernest Wheeler
Justin A. Wheeler
250 West First Street, Ste. 216
Claremont, CA 91711
Telephone: (909) 621-4988

Defendant's Counsel

RUTAN & TUCKER, LLP
Edson K. McClellan
Kimberly A. Nayagam
18575 Jamboree Road, 9th Floor
Irvine, CA 92612
Telephone: 714-641-5100

What will I receive under the Settlement?

Subject to final Court approval, Defendant will pay the total sum of \$350,000 (the "Gross Settlement Amount"). It is estimated that, subject to Court approval, after deducting the attorney's fees and costs,

service awards to Plaintiff, payment to the California Labor and Workforce Development Agency (“LWDA”) and Aggrieved Employees for the PAGA settlement, and settlement administration costs from Gross Settlement Amount, there will be a Net Settlement Amount of at least \$ [REDACTED].

From this Net Settlement Amount, Individual Settlement Payments will be paid to each Class Member who does not opt out of the Settlement Class (“Settlement Class Member”). The Net Settlement Amount shall be divided among all Settlement Class Members based on the ratio of the number of compensable work weeks worked by each Settlement Class Member to the total number of work weeks worked by all Settlement Class Members, calculated based on Defendant’s records.

According to Defendant’s records, during the period of November 1, 2020, through September 30, 2025, you worked [REDACTED] compensable work weeks in California, as an hourly employee, and therefore, your settlement payment as a Class Member is estimated to be \$ [REDACTED].

According to Defendant’s records, during the period of March 17, 2024, through September 30, 2025, you worked [REDACTED] PAGA work weeks in California, as an hourly employee, and therefore, your portion of the settlement of the PAGA claim is estimated to be \$ [REDACTED].

Your settlement payments are only estimates, and the recovery will vary. Your actual settlement payments may be higher or lower than estimated. The estimated range of settlement payments to Class Members from the class action portion of the Settlement varies from [REDACTED] to [REDACTED]. Your estimated recovery is [REDACTED]. The range of settlement payments to Aggrieved Employees from the PAGA portion of the Settlement will range from [REDACTED] to [REDACTED]. Your estimated PAGA Payment is [REDACTED].

If you wish to dispute the number of compensable work weeks credited to you, you must submit a written dispute to the Settlement Administrator at 2832 Walnut Ave., Suite C, Tustin, California 92780 by mail, postmarked no later than [Response Deadline], or by e-mail by [REDACTED]. The dispute must: (1) contain your full name, current address, telephone number, the last four digits of your Social Security number or full employee ID number; (2) contain the case name and case number; (3) contain a clear statement explaining that you wish to dispute the number of compensable work weeks and the basis for your dispute, including evidence sufficient to prove that Defendant’s workweek calculation is incorrect, if any; and (4) be signed by you. You may also dispute your PAGA work weeks by following the same process you can dispute your compensable work weeks set forth above. You should attach any documentation in support of your dispute.

When and how will I receive payment?

If the Court grants final approval of the Settlement, and only after the Effective Date of the Settlement defined below, the Settlement Administrator will send you a settlement check (unless you exclude yourself from the Settlement as discussed in this letter). The settlement approval process takes time so please be patient.

Any settlement payment checks mailed to you under the Settlement shall remain negotiable for 180 days. If you do not negotiate (e.g., cash or deposit) a settlement check within this time period, you will be unable to receive those funds, but you will remain bound by the terms of the Settlement. After the checks are voided, if the remaining funds from the voided checks amounts to more than \$6,000, then the remaining funds will be distributed to the Participating Class Members who have cashed their checks, after paying an amount not to exceed \$2,000 to the Settlement Administrator for this additional distribution work. If the remaining funds from the voided checks amounts to \$6,000 or less, then the uncashed funds intended for Class Members will be transferred to the California State Controller’s Office as unclaimed property in the name of the Participating Class Member, and uncashed funds intended for Aggrieved Employees will be transferred to the LWDA.

The class action settlement payment issued to you will be allocated as follows: thirty-five percent (35%) as wages, fifty-five percent (55%) as penalties, and ten percent (10%) as interest. The wage portion of the Individual Settlement Payment shall be subject to withholding of applicable local, state, and federal

taxes, and the Settlement Administrator shall deduct applicable payroll taxes from the wage portion of the Individual Settlement Payment. None of the Parties or attorneys make any representations concerning the tax implications of this payment. Settlement Class Members may wish to consult with their own tax advisors concerning the tax consequences of the Settlement. The penalties and interest portion will not be subject to withholdings and a 1099 will be provided to you for these payments.

How will the lawyers be paid and how will other funds under the Settlement be distributed?

Class Counsel will ask the Court to award attorneys' fees not to exceed One-Hundred and Sixteen Thousand and Five Hundred and Fifty Dollars (\$116,550.00) or thirty-three and one-third (33.333) percent of the Gross Settlement Amount, and reimbursement of reasonable litigation costs not to exceed \$18,000. In addition, Class Counsel will ask the Court to authorize Class Representative Service Award payment of up to \$7,000 for his efforts in representing the Class. The cost of administering the Settlement will not exceed \$8,650.00. A payment in the amount of \$16,250 will also be made to the LWDA for its share of PAGA penalties, while \$8,750 will be paid to PAGA Aggrieved Employees. Any of these amounts not awarded by the Court will be included in the estimated net settlement of \$ [REDACTED] and will be distributed to Settlement Class Members.

What claims are being released by the proposed Settlement?

As of the date that the Gross Settlement Amount is fully funded by Defendant, and in exchange for the consideration provided under this Settlement, Settlement Class Members shall fully and finally release and discharge Defendant and each of the Released Parties, from the "Class Released Claims," defined as: any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, action or causes of action that have been asserted against the Released Parties and that arise from the facts, matters, transactions or occurrences alleged in the operative Complaint in the Action, including, without limiting the foregoing, claims for failure to: pay all wages earned for all hours worked at the correct rate including minimum, straight, regular, and overtime wages; pay split shift and reporting time premiums; provide legally required meal periods or premium payment in lieu thereof; provide legally required rest breaks or premium payment in lieu thereof; permit employees to take cooldown recovery periods; timely pay wages during employment; timely pay wages at separation; provide accurate itemized wage statements; maintain adequate and accurate employment records; and reimburse necessary business expenses; and claims for violations of California Business and Professions Code Section 17200. Without limiting the generality of the foregoing, the Class Released Claims include but are not limited to claims arising out of or relating to: Labor Code sections 200, 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1175, 1194, 1194.2, 1197, 1197.1, 1198, 2802 and the applicable IWC Orders; the applicable California Code of Regulations, including Title 7 sections 3395 and 3396; California Code of Civil Procedure section 1021.5; California Civil Code sections 1785.31, 1786.50, 3287, and 3288; and claims for restitution and other equitable relief, liquidated damages, or penalties; any other benefit claimed on account of the allegations asserted in the operative Complaint; and violations of all related or corresponding federal laws. This release shall apply to all claims arising at any point during the Class Period.

In addition, Plaintiff, as the representative for the State of California and on behalf of the State of California, will forever completely release and discharge Defendant and each of the Released Parties from the PAGA Claims that arose during the PAGA Period. The State of California will be deemed by operation of the Final Order and Judgment to have agreed not to sue or otherwise make a claim against Defendant and/or any of the Released Parties for the PAGA Claims that arose during the PAGA Period, to the extent permissible by law. Released PAGA Claims (the "PAGA Claims") include any claims for attorneys' fees, costs, or other damages that may be recoverable under the California Private Attorneys General Act (California Labor Code Sections 2698 to 2699.8) that have been asserted against the Released Parties and that arise from the facts, matters, transactions or occurrences alleged in the Operative Complaint and LWDA PAGA Notice. This release shall apply to PAGA claims arising at any point during the PAGA Period.

"Released Parties" collectively means: (i) Defendant; and (ii) Defendant's current officers, directors, employees and agents only.

“Effective Date” means the later of (i) the 61st day after service of notice of entry of the Final Order and Final Judgment, if no appeal, review, or writ has been filed; or (ii) if an appeal, review, or writ is sought from the Final Order or Final Judgment, the day after the Final Order and Final Judgment are affirmed or the appeal, review, or writ is dismissed or denied, and the Final Order and Final Judgment are no longer subject to further judicial review. The Effective Date is conditioned upon the Court’s having entered a Final Order and Judgment as set forth in this Agreement.

What are my options?

You have several options with respect to the class action portion of this Settlement. You may: (A) remain in the Class and receive payment under the Settlement; or (B) exclude yourself from the Settlement. If you choose option (A), you may also object to the Settlement.

OPTION A. Remain in the Class. If you remain in the Class, you will receive payment and be represented by Class Counsel. If you wish to remain in the Class and be eligible to receive a payment under the Settlement, you do *not* need to take any action. By remaining in the Class and receiving settlement monies, you consent to the release of the Released Claims as described above.

OPTION B. If You Do Not Want To Be Bound By The Settlement. If you do not want to be part of the class action portion of the Settlement, you must mail a Request for Exclusion to the Settlement Administrator at 2832 Walnut Ave., Suite C, Tustin, California 92780 or e-mail a Request for Exclusion to ILYM Group, Inc. by the [Response Deadline]. Your Request for Exclusion must: (1) contain your full name, address, and telephone number, the last four digits of your social security number; (2), contain the case name and case number; and (3) a clear statement you are electing to be excluded from the Settlement; and (4) be signed by you. In order to be timely, your Request for Exclusion must be postmarked, or e-mailed, on or before [Response Deadline]. If you do not submit a valid and timely Request for Exclusion, your Request for Exclusion will be rejected, you will be deemed a member of the Settlement Class, and you will be bound by the release of Released Claims as described above. If you submit a valid and timely Request for Exclusion, you will *not* be entitled to any payment as a Class Member from the Net Settlement Amount and you will not release the Class Released Claims. If you are a PAGA Aggrieved Employee, you will still receive a PAGA payment and be subject to the PAGA release outlined above even if you submit a Request for Exclusion. The Request for Exclusion form is attached to this notice for your convenience

Objecting to the Settlement: If you believe the proposed Settlement is not fair, reasonable or adequate in any way, you may object to it. To object, you can appear at the Final Approval Hearing and make an oral objection or make a written objection. If wish to object in writing, you must mail a written statement of objection to ILYM Group, Inc. at 2832 Walnut Avenue, Suite C, Tustin, California 92780, or e-mail the written objection to (INSERT)@ILYMGROUP.com]. The written objection should contain the following: (1) your full name, current address, and signature; (2) a clear reference to the Action; and (3) a statement of the specific reasons why the objector believes the Settlement Agreement is unfair or objects to the Settlement Agreement. In order to be timely, the written objection must be postmarked, or e-mailed, on or before [Response Deadline]. Class Counsel will provide the Court with your written objection prior to the Final Approval Hearing. You can also hire an attorney at your own expense to represent you in your objection. The Objection Form is attached to this notice for your convenience. Even if you do not object in writing you may still appear and be heard at the Final Approval Hearing.

You cannot object to the Settlement if you request exclusion from the Settlement.

What is the next step in the approval of the Settlement?

The Court will hold a final approval hearing regarding the fairness, reasonableness and adequacy of the proposed Settlement and the plan of distribution of the payments described herein, on June 16, 2026 in Department 1 of the Riverside Superior Court, Historic Court House, located at 4050 Main Street, Riverside, California 92501. The final approval hearing may be continued without further notice to Class Members unless they have filed an objection to the Settlement. You are not required to attend the Final Approval Hearing in order to receive payment under the Settlement.

How can I get additional information?

This Notice summarizes the Action and the basic terms of the Settlement. For more complete information, the pleadings and other records in this litigation may be examined during regular court hours at the Riverside Superior Court Historic Court House, located at 4050 Main Street, Riverside, California 92501. A copy of the Settlement Agreement was filed on November 24, 2025, and is attached to the **Declaration of Scott Ernest Wheeler In Support of Plaintiff's Motion for Preliminary Approval**. You can also visit the Court's website at: www.riverside.courts.ca.gov for more information, including obtaining a copy of the Amended Settlement Agreement online.

PLEASE DO NOT CALL OR WRITE THE COURT ABOUT THIS NOTICE

EXHIBIT B

JAMES HENRIQUEZ, ET AL. v. ADVANCED FLOW ENGINEERING, INC.,
Superior Court of the State of California for the County of Riverside,
Case No.: CVRI2406176

EXCLUSION FORM

IF YOU DO NOT WANT TO PARTICIPATE IN THE SETTLEMENT, YOU MUST SIGN AND FILL OUT THIS FORM ACCURATELY AND IN ITS ENTIRETY, AND YOU MUST EMAIL TO (INSERT EMAIL ADDRESS) OR MAIL THIS FORM BY FIRST CLASS U.S. MAIL TO THE SETTLEMENT ADMINISTRATOR, ILYM GROUP, INC. AT THE ADDRESS BELOW AND IT MUST BE POSTMARKED OR EMAILED ON OR BEFORE _____.

ILYM GROUP, INC. Re: <i>Henriquez v. Advanced Flow Engineering, Inc.</i>
2832 Walnut Avenue, Suite C, Tustin, California 92780 or e-mail at (INSERT)@ILYMGROUP.com

IT IS MY DECISION TO BE EXCLUDED FROM THE CLASS AND NOT TO RECEIVE ANY PORTION OF THE CLASS ACTION SETTLEMENT.

I confirm that I was employed by and performed work for Advanced Flow Engineering, Inc. as a non-exempt, hourly employee in California between November 1, 2020 and September 30, 2025. I confirm that I have received notice of the proposed settlement in this action. I have decided to be excluded from the Class, and I have decided not to participate in the proposed class action portion of the Settlement. I understand that by submitting this Exclusion Form, I will be forever barred from receiving any money under the class action portion of the Settlement, and will not be bound by the class action portion of the Settlement. I understand that if I am an Aggrieved Employee as defined by the Settlement, I will still receive my share of the PAGA portion of the Settlement, and that I will be bound by the PAGA release in the Settlement notwithstanding this request for exclusion.

DATED: _____

(Signature)

(Address)

(Type or Print Name)

(City, State, Zip)

(Employee ID or Last Four Social Security Numbers)

EXHIBIT C

JAMES HENRIQUEZ, ET AL. v. ADVANCED FLOW ENGINEERING, INC.,
Superior Court of the State of California for the County of Riverside,
Case No.: CVRI2406176

OBJECTION FORM

THIS FORM MUST BE POSTMARKED OR EMAILED NO LATER THAN xxx.

ONLY RETURN THIS FORM IF YOU WANT TO OBJECT TO THE SETTLEMENT.

Name (First, Middle, Last)

[preprinted by settlement administrator]

OBJECT	If you choose, you may object to this Settlement. The Court may or may not agree with your objection. Objecting to the Settlement will not exclude you from the Settlement, and if you participate in the Settlement and receive an Individual Settlement Payment you do so in exchange for a release of the released claims as more fully discussed below.
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If you wish to Object to the Settlement you can appear at the Final Approval Hearing and make an oral objection, or you can make a written objection. If you wish to object in writing, you must mail the written objection to ILYM Group, Inc. at 2832 Walnut Avenue, Suite C, Tustin, California 92780, or e-mail the written objection to (INSERT)@ILYMGROUP.com. The written objection should contain the following: (a) your full name and, address, telephone number, and the last four digits of your social security number; (b) the case name and case number; (c) the dates of employment with Defendant; (d) a concise statement of the reasons for objecting; and (e) your signature. In order to be timely, the written objection must be postmarked, or e-mailed, on or before . Class Counsel will provide the Court with your written objection prior to the Final Approval Hearing. You can also hire an attorney at your own expense to represent you in your objection.

You can appear in person at the Final Approval Hearing set for June 16, 2026, at 8:30 a.m. in Dept. 1 of the Riverside County Superior Court and discuss your objections with the Court and the Parties. The Final Approval Hearing may be continued to another date. If you file a timely written objection, the Settlement Administrator will notify you of any continuance of the Final Approval Hearing. You may withdraw your objection at any time. If you have submitted a Request for Exclusion Form, you may not submit objections to the Settlement. You do not need to state an intent to appear at or appear at the Final Approval Hearing to have your Objection considered by the Court.

Please state all reasons for the objection below and sign, date and include your full name and current address and telephone number. The Settlement Administrator will stamp the date received on the original and send copies of each objection to Class Counsel and Counsel for Advanced Flow Engineering, Inc., and Class Counsel will then file the objection with the Court.

Reason(s) for Objection: (you may include additional pages if necessary)

Dated: _____

(Signature)

(Typed or Print Name)

(Employee ID or Last Four Numbers of Social Security Number)

(Address)

If you wish to object to the Settlement, you must mail your Objection by , 2026 to:

ILYM GROUP, INC. Re: <i>Henriquez v. Advanced Flow Engineering, Inc.</i> 2832 Walnut Avenue, Suite C, Tustin, California 92780 or e-mail at (INSERT)@ILYMGROUP.com
