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Attorneys for Plaintiffs OSCAR BENITEZ,
individually, and on behalf of other similarly
situated employees, and MEGAN ELLIS,
individually, and on behalf of other similarly
situated employees and aggrieved employees
pursuant to the California Private Attorneys
General Act

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

OSCAR BENITEZ, individually, and on
behalf of other similarly situated employees;
MEGAN ELLIS, individually, and on behalf
of other similarly situated employees and
aggrieved employees pursuant to the
California Private Attorneys General Act,

Plaintiffs,

vs.

RAPID MANUFACTURING, LCR; and
DOES 1 through 25, inclusive,

Defendants.

Case No. 30-2025-01462691-CU-OE-CXC

Honorable Melissa R. McCormick
Department CX105

**DECLARATION OF JASMINE Y. KIANFARD
IN SUPPORT OF PLAINTIFFS' MOTION
FOR PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Reservation No.: 74970466
Date: February 4, 2027
Time: 2:00 p.m.
Dept.: CX105

Complaint Filed: February 25, 2025
FAC Filed: April 9, 2025
SAC Filed: July 8, 2026
Trial Date: Not Set

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1 motions and pleadings, including dispositive and certification motions; strategized on all cases;
2 attended all hearings; attended all mediations; coordinated with class action administrators; prepared
3 and worked with experts; first and second chaired multiple trials and arbitrations; and engaged in all
4 other intricate facets of litigation. During that time, he represented a wide range of clients from sole
5 proprietorships to Fortune 500 companies in state, federal, complex, and appellate courts. Many of
6 the cases he managed were highly publicized, with articles written about them in the Los Angeles
7 Times, Deadline, The Hollywood Reporter, Business Insider, Law360, and others. Super Lawyers has
8 regularly honored him as a Southern California Rising Star since 2012.

9 4. Ryan A. Quadrel is a leading wage and hour litigator whose practice focuses on high-
10 exposure class and representative actions in state, federal, and complex courts throughout California.
11 Known for his strategic judgment and disciplined litigation management, Mr. Quadrel brings extensive
12 experience representing both employees and employers, allowing him to assess cases with the
13 sophistication and balance required in complex employment matters. Mr. Quadrel earned his Juris
14 Doctor degree from Touro College Jacob D. Fuchsberg Law Center in 2015, where he graduated in
15 the top of his class and earned several accolades by competing and coaching teams in moot court
16 competitions. Since his admission to the California State Bar, his practice has been dedicated almost
17 exclusively to employment law, with a concentration on wage and hour class actions and
18 representative actions under PAGA. Throughout his career, Mr. Quadrel has taken a leadership role
19 in all aspects of complex litigation including trial and arbitration hearings. He regularly oversees case
20 assessment and strategy, directs discovery, and manages the full spectrum of motion practice,
21 including dispositive and class certification briefing. His experience includes soliciting testimony
22 from trial witnesses, taking and defending depositions, coordinating with experts on liability and
23 damages analyses, supervising communications with large groups of class members and aggrieved
24 employees, and guiding cases through mediation, settlement approval, and administration. His
25 strategic approach and command of wage and hour law have resulted in the recovery of unpaid wages
26 and penalties for thousands of employees throughout the state. Recognized for both his results and
27 his professional leadership, Mr. Quadrel frequently lectures on wage and hour legal updates and
28 litigation strategy. He has been recognized as a Top Lawyer on several occasions by Palm Springs

1 Life Magazine.

2 5. Joseph O. Marshall is an Associate Attorney at Blackstone Law, APC. He attended the
3 University of Utah's SJ Quinney College of Law. During law school, Mr. Marshall was the founding
4 member of the Employment and Labor Law Student Association and a member of the Consumer
5 Advocacy and Protection Society. Prior to joining Blackstone Law, APC, he worked on class and
6 PAGA actions, as well as single-plaintiff employment actions based on violations of the California
7 Labor Code, including discrimination, harassment, retaliation, and wrongful termination. Mr.
8 Marshall was admitted to the State Bar of California in 2023.

9 6. Alexandra Rose joined Blackstone Law, APC from a highly reputable employment law
10 firm. She graduated from the University of California, Los Angeles with a Bachelor of Arts degree in
11 2016 and from New England Law | Boston with a Juris Doctor degree in 2019. She was admitted to
12 the State Bar of California in December of 2019 and the State Bars of New York and New Jersey in
13 2023. She is additionally licensed in all federal district courts of California. She manages the post-
14 settlement department at Blackstone Law, APC. In that capacity, she oversees and handles over 100
15 wage-and-hour putative class actions and/or representative actions under PAGA that are in settlement.

16 7. I joined Blackstone Law, APC from the Walt Disney Company. I received my
17 Bachelor of Arts degree from California State University, Fullerton in 2015, Master of Journalism
18 from University of Southern California, Los Angeles in 2016, and Juris Doctor degree from Chapman
19 University Dale E. Fowler School of Law in 2021. I was admitted to the State Bar of California in
20 2023. I have worked on many wage and hour class action and PAGA representative matters, and my
21 work has included, *inter alia*, conducting legal research, negotiating settlement terms, drafting
22 pleadings, stipulations, memorandums of understanding, settlement agreements, and motion papers,
23 and making court appearances. I was most recently recognized as a 2027 Southern California Rising
24 Star by Super Lawyers.

25 8. Blackstone Law, APC has been counsel of record on several class action and PAGA
26 actions that have since been resolved, the most recent of which are attached hereto as **Exhibit 1**.

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Procedural History

9. On February 25, 2025, Plaintiff Benitez filed a Class Action Complaint in the action entitled *Oscar Benitez v. Rapid Manufacturing, LCR*, Orange County Superior Court Case No. 30-2025-01462691-CU-OE-CXC (“Action”), thereby commencing a putative class action against Defendant Rapid Manufacturing, LCR (“Defendant”).

10. On March 28, 2025, Plaintiff Benitez propounded written formal discovery onto Defendant (specifically, Form Interrogatories – General (Set One), Form Interrogatories – Employment Law (Set One), Special Interrogatories (Set One), Requests for Admission (Set One), and Requests for Production of Documents (Set One)), and served a proposed Belaire-West notice.

11. On April 3, 2025, Plaintiff Ellis provided written notice to the California Labor and Workforce Development Agency (“LWDA”) by online submission and to Defendant by U.S. Certified Mail, pursuant to California Labor Code Section 2699.3, of the specified provisions of the California Labor Code alleged to have been violated by Defendant (“PAGA Notice”). A true and correct copy of the PAGA Notice is attached hereto as **Exhibit 2**.

12. On April 9, 2025, Plaintiffs filed a First Amended Class Action Complaint in the Action, which added Plaintiff Ellis as a named plaintiff.

13. On June 9, 2025, Plaintiff Ellis filed a Complaint for Enforcement Action Under the Private Attorneys General Act, Cal. Labor Code §§ 2698 *Et Seq.* in the action entitled *Megan Ellis v. Rapid Manufacturing, LCR*, Orange County Superior Court Case No. 30-2025-01488619-CU-OE-CXC (“PAGA Action”), thereby commencing a representative PAGA action against Defendant.

14. On February 23, 2026, Plaintiffs and Defendant (collectively, the “Parties”) participated in a formal mediation conducted by Monique Ngo-Bonnici, Esq. (“Mediator”), a neutral and respected mediator with extensive experience in complex wage and hour matters, and with the assistance of the Mediator’s evaluations, the Parties were able to reach an agreement to resolve this dispute on a class and representative basis. The Parties then worked diligently to negotiate and memorialize the terms in a long form settlement agreement.

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1 15. On July 8, 2026, Plaintiffs filed a Second Amended Class and Representative Action
2 Complaint (“Operative Complaint”) in the Action, which added the PAGA claims from the PAGA
3 Action. The Operative Complaint alleges ten (10) causes of action for violations of the California
4 Labor Code for failure to pay minimum wages, failure to pay overtime wages, failure to provide
5 compliant meal periods and premium payments in lieu thereof, failure to provide compliant rest
6 periods and premiums payments in lieu thereof, failure to timely pay wages during employment,
7 failure to provide accurate wage statements, failure to timely pay wages upon termination, and failure
8 to reimburse necessary business expenses, for violations of California Business & Professions Code
9 Section 17200, *et seq.* based on the aforementioned California Labor Code violations, and for civil
10 penalties under PAGA based on the aforementioned California Labor Code violations.

11 16. On July 20, 2026, pursuant to Plaintiff Ellis’ request, the PAGA Action was dismissed
12 without prejudice.

13 17. On August 11, 2026, the Parties executed the Class Action and PAGA Settlement
14 Agreement (“Settlement” or “Settlement Agreement”). A true and correct copy of the Settlement
15 Agreement is attached hereto as **Exhibit 3**.

16 **Summary of the Terms of the Settlement Agreement**

17 18. For purposes of settlement only, the Parties have agreed that the Class shall be defined
18 as “all current and former hourly, non-exempt employees who worked for Defendant in California at
19 any time during the Class Period” (“Class” or “Class Member(s)”). The Class Period is defined as the
20 period from February 25, 2021 through April 23, 2026. Based on information provided by Defendant,
21 as of February 23, 2026, it is estimated that there are a total of seven hundred and seventy-one (771)
22 Class Members.

23 19. The Parties have agreed to settle the class and PAGA claims at issue in the Operative
24 Complaint for a non-reversionary Gross Settlement Amount of One Million Three Hundred Forty-
25 Two Thousand Five Hundred Twenty-Four Dollars and Fifty Cents (\$1,342,524.50), exclusive of
26 employer-side payroll taxes. The Gross Settlement Amount is a common fund and therefore includes
27 all requested costs, fees, and other allocations. The Gross Settlement Amount includes: (1) Class
28 Counsel’s fees in the amount of thirty-five percent (35%) of the Gross Settlement Amount (i.e.,

\$469,883.57 if the Gross Settlement Amount is \$1,342,524.50); (2) Class Counsel’s actual litigation costs and expenses, not to exceed Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00); (3) Administration Expenses Payment, not to exceed Eleven Thousand One Hundred Ninety Dollars and Zero Cents (\$11,190.00); (4) Class Representative Service Payments in the aggregate amount of Twenty Thousand Dollars and Zero Cents (\$20,000.00); and (5) PAGA Penalties in the amount of Seventy Thousand Dollars and Zero Cents (\$70,000.00). After the above-estimated amounts are deducted from the Gross Settlement Amount, the Net Settlement Amount that will be available for Class Members is currently estimated to be Seven Hundred Thirty-Six Thousand Four Hundred Fifty Dollars and Ninety-Three Cents (\$736,450.93). Additionally, 35% of the PAGA Penalties, which is \$24,500.00 out of \$70,000.00, will be fully distributed to “all current and former hourly, non-exempt employees who worked for Defendant in California at any time during the PAGA Period” (“PAGA Group Member(s)”). The “PAGA Period” is defined as the period from April 3, 2024 through April 23, 2026.

20. The Net Settlement Amount will be distributed and paid to all Class Members who do not submit a valid and timely Request for Exclusion (“Participating Class Member(s)”) on a *pro rata* basis based on the number of weeks each Class Member worked for Defendant in California as an hourly, non-exempt employee during the Class Period (“Workweeks”). The *pro rata* share of the Net Settlement Amount that a Class Member may be eligible to receive under the Class Settlement (“Individual Class Payment”) will be calculated by the Administrator, in accordance with the Settlement Agreement. The highest Individual Class Payment is estimated to be \$3,008.48, the average estimated Individual Class Payment is estimated to be \$955.19, and the lowest estimated Individual Class Payment is estimated to be \$11.18.

21. Thirty-five percent (35%) of the PAGA Penalties will be distributed and paid to all PAGA Group Members on a *pro rata* basis based on the number of pay periods each PAGA Group Member worked for Defendant in California as an hourly, non-exempt employee during the PAGA Period (“PAGA Pay Periods”). The *pro rata* share of thirty-five percent (35%) of the PAGA Penalties that a PAGA Group Member may be eligible to receive under the PAGA Settlement (“Individual PAGA Payment”) will be calculated by the Administrator, in accordance with the Settlement

1 Agreement. The highest Individual PAGA Payment is estimated to be \$96.44, the average Individual
2 PAGA Payment is estimated to be \$46.14, and the lowest Individual PAGA Payment is estimated to
3 be \$0.90.

4 22. Each Individual Class Payment will be allocated as twenty percent (20%) wages (the
5 “Wage Portion”) and eighty percent (80%) interest and penalties (the “Non-Wage Portion”). The
6 Wage Portion will be reported on an IRS Form W-2 and the Non-Wage Portion will be reported on an
7 IRS Form 1099 (if applicable) by the Administrator. The Administrator will withhold the employee’s
8 share of taxes and withholdings with respect to the Wage Portion of the Individual Class Payment, and
9 issue checks to Participating Class Members for their net payment of their Individual Class Payment.
10 The employer’s share of taxes and contributions in connection with the Wage Portion of Individual
11 Class Payments will be paid by Defendant separately and in addition to the Gross Settlement Amount.
12 Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties and will
13 be reported on an IRS Form 1099 (if applicable) by the Administrator.

14 23. The Settlement Agreement is a non-reversionary and non-claims made settlement. The
15 Net Settlement Amount will be fully distributed to Participating Class Members and the PAGA
16 Penalties will be fully distributed to the LWDA and PAGA Group Members, in accordance with the
17 Settlement Agreement. No money will revert to Defendant.

18 24. Each Individual Class Payment and Individual PAGA Payment check will be valid and
19 negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and
20 thereafter, shall be canceled. Any funds associated with such canceled checks will be distributed by
21 the Administrator to the State of California’s Unclaimed Property Fund in the name of the Participating
22 Class Member and/or PAGA Group Member.

23 **The Settlement is Reasonable**

24 ***Informed Arms-Length Negotiations***

25 25. The Parties’ settlement negotiations were at all times made at arm’s-length and were
26 adversarial. The Settlement was reached following a full day of mediation with a highly respected
27 mediator with substantial experience mediating wage and hour cases, and Plaintiffs engaged in
28 additional negotiations in order to finalize the long-form agreement presently before the Court.

26. The Parties engaged in extensive informal discovery prior to reaching a settlement. Prior to mediation, Defendant produced a random thirty percent (30%) sampling of putative class members' time and pay records as well as Defendant's relevant wage and hour policies, and information regarding the total number of putative class members, the number of current versus former employees, the total workweeks worked by the putative class members, and the average rate of pay for the putative class members.

27. This allowed Class Counsel to conduct an informed assessment and analysis of the strengths and weaknesses of the claims and the potential class-wide damages.

28. Based on the information exchanged, the Parties extensively briefed issues regarding class certification and liability and provided their analyses to the Mediator who helped the Parties debate the strengths and weakness of their respective positions. At all times, Plaintiffs were willing and prepared to litigate this matter through class certification and trial if the Parties had been unable to reach a favorable resolution.

Estimate of Potential Value of Claims

29. Class Counsel analyzed all available data and estimated Defendant's maximum potential exposure for the class claims to be approximately \$12,153,782, assuming the litigation was successful at trial on all claims at issue and every employee had a violation for each claim on every shift worked. This maximum potential analysis was then reduced based on the challenges facing the likelihood of obtaining class certification, prevailing at trial, and other attendant risks. This estimate is based off an estimated maximum liability for all claims at issue and the total aggregate workweeks during the relevant time period, less interest, and based on the analysis of the data which was extrapolated out for all putative class members across the entire putative class period, which included: \$289,383 for meal period violations (less meal period premiums paid); \$6,084,131 for rest period violations at a 100% violation rate; \$1,347,890 for unpaid off-the-clock work for 1 hour per workweek of off-the-clock work; \$2,518 for unpaid overtime wages at the required regular rate of pay; \$478,740 for unreimbursed business expenses; \$2,179,120 for waiting time penalties; and \$1,772,000 for wage statement penalties. Plaintiffs further estimated that Defendant faced an additional exposure of \$2,718,300 in potential, non-stacked (i.e., one penalty, per employee, per pay period during the PAGA

1 statutory period) PAGA penalties. Together with the PAGA penalties, Defendant's maximum
2 potential exposure totaled \$14,872,082 in damages.

3 ***Specific Risks Considered***

4 30. Although the investigation and information discovered supports Plaintiffs' contentions,
5 Defendant raised potential defenses and other circumstances that impacted the risk of proceeding on
6 a class-wide basis. Consideration of these risks factored into the negotiations and the decision to enter
7 the Settlement. First and foremost, Defendant contended that more than five hundred (500) of the
8 Class Members signed enforceable arbitration agreements with class action waivers. Accordingly,
9 this significantly affected the potential size of the putative class.

10 31. Class Counsel is aware of Defendant's defenses and arguments and has also taken into
11 account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays
12 inherent in such litigation, including those involved in class and/or representative adjudication.
13 Plaintiffs further recognize the burdens of proof necessary to establish liability for the claims asserted
14 in the Action, Defendant's defenses, and the difficulties in establishing entitlement to monetary
15 recovery. Plaintiffs have also considered the Parties' settlement discussions, as well as the evaluations
16 of the Mediator, who is experienced and well-regarded in complex labor and employment matters.

17 32. Defendant denied and continues to deny any liability and wrongdoing of any kind
18 associated with the claims alleged in the Action, and further denies that class certification is
19 appropriate for any purpose other than the Settlement. Defendant believes that it would ultimately
20 prevail in the Action. Defendant proffered defenses to both certification and to the merits of Plaintiffs'
21 claims. Defendant contended that Plaintiffs' claims are not suitable for class certification because
22 individual issues would predominate should this case go to trial. As with all class actions, these
23 complex cases raise difficult management and proof issues and, accordingly, there is a significant risk
24 that the Court may deny class certification.

25 33. For example, Plaintiffs' meal period claims, which were based on Defendant's alleged
26 failure to provide lawful meal periods, have been increasingly difficult to certify in recent years.
27 Plaintiffs' theory of liability for meal period violations was based on allegations that Defendant had
28 failed to implement its policies and that its practices failed to allow Class Members to take meal breaks

1 in the manner required under California law. Defendant contended that its policies and practices at all
2 times during the Class Period were lawful. Indeed, Plaintiffs' analysis revealed only a 2.8% violation
3 rate for purported unique meal period violations after offsetting for meal break premiums paid and
4 enforceable meal break waivers. Defendant further argued that the rate of purported meal period
5 violations reflected in the data would require individualized inquiry and that such inquiry would
6 prohibit a class from being certified. We also had to consider the risk that the Court would find validity
7 in the individualized proof defense to certification of Plaintiffs' meal period claim.

8 34. Additionally, a large portion of Defendant's overall liability lies in Plaintiffs' rest
9 period allegations. As with the meal period allegations, Defendant contended that it had a lawful
10 written rest period policy, provided compliant rest breaks, and relieved Class Members of all duties as
11 required under California law. Additionally, this claim was even more uncertain given the difficulties
12 associated with proving the alleged rest period violations, as Defendant was not required to record
13 these breaks. Given the lack of records demonstrating rest period violations, there were legitimate
14 concerns Plaintiffs would not be able to certify these claims or prove substantial damages with
15 requisite certainty, which made the estimated value of this claim subject to much challenge.

16 35. Plaintiffs also faced challenges certifying and proving liability for their minimum wage
17 and overtime claims. These claims were largely based on Defendant's unrecorded, off-the-clock work
18 performed by the Class Members both before and after their shifts and during purported meal periods.
19 For example, Class Members reported that they were required to perform pre-shift work, don and doff
20 PPE prior to clocking in, and spend up to 10 minutes waiting in line to clock in at the timeclock.
21 However, the individualized nature of why this work was performed and the individualized nature of
22 damages presented substantial concerns regarding the manageability of the case and the risk the Court
23 could find these issues prevented certification, and the estimated damages for this claim were based
24 on an assumption that all Class Members worked off the clock for at least one hour per week.

25 36. Plaintiffs also contended that Defendant failed to reimburse Plaintiffs and the other
26 Class Members for necessary business-related expenses, such as the usage of personal cell phones for
27 work-related purposes. Defendant contended that it had a policy and practice of reimbursing
28 employees for necessary business-related expenses. Defendant further contended that, with respect to

1 the alleged expenses for which Plaintiffs and the other Class Members never requested reimbursement
2 from Defendant, it did not know and had no reason to know that alleged business-related expenses had
3 been incurred. Defendant further contended that the reason for why a Class Member undertook certain
4 expenses, while not others, and failed to receive reimbursement for certain expenses while not others,
5 would raise individual issues that could not be certified.

6 37. There are also substantial risks associated with Plaintiffs' waiting time penalties and
7 wage statement claims. First, these claims were derivative of Plaintiffs' claims for unpaid meal period
8 premiums, unpaid rest period premiums, unpaid minimum wages, and unpaid overtime wages, and if
9 certification was denied on those underlying claims, these derivative claims for penalties would also
10 likely fail. Further, even if Plaintiffs prevailed on their underlying claims, they would still be required
11 to demonstrate that Defendant's violations of California Labor Code section 203 were *willful*
12 violations. Wage statement claims have also seen varying treatment at the appellate level because
13 such claims have an element of discretion attached to them rather than a pure calculation of damages
14 after liability is proven. Accordingly, these derivative claims, which comprised a substantial portion
15 of Defendant's estimated liability, were therefore uncertain.

16 38. Class Counsel also recognized that, even if Plaintiffs prevailed at class certification,
17 proving the amount of wages due to each Class Member would be an expensive, time-consuming, and
18 extremely uncertain proposition. In order to prove liability and damages, Class Counsel will need to
19 request and analyze thousands of pages of documents, obtain all of the Class Members' contact
20 information, contact additional Class Members, and obtain declarations at great expense. Obtaining
21 the cooperation of current employees would also be difficult, given the likely reluctance to aid
22 prosecution of a lawsuit against a current employer. On the other hand, Defendant would likely be
23 able to obtain the cooperation of its employees. Moreover, even if Plaintiffs prevailed at class
24 certification and trial, possible appeals would substantially delay any recovery by the Class.

25 39. Class Counsel also separately contemplated the risks of proceeding with the PAGA
26 claims and potential liability Defendant could face from these claims as part of the global resolution.
27 Existing case law makes PAGA claims subject to the same defenses and risks as Plaintiffs' underlying
28 wage claims. Class Counsel also anticipated that even if successful on the merits at trial, the

1 imposition of cumulative civil penalties based on the alleged wage and hour violations could be
2 considered unjust, arbitrary and oppressive, or confiscatory, and that Defendant would argue that it
3 made a good faith attempt to comply with its legal obligations warranting a reduction in penalties.
4 Class Counsel also anticipated Defendant would argue that the violations per pay period were low,
5 warranting an additional reduction in civil penalties. Finally, we were also mindful of the fact that
6 PAGA is fundamentally not intended to be compensatory in nature but is instead intended to facilitate
7 enforcement of California's labor laws by financing state activities and educating and deterring non-
8 compliance.

9 40. Accordingly, after considering this multitude of factors, we concluded that it was in the
10 best interest of the State of California and the PAGA Group Members to enter into the Settlement, and
11 to allocate Seventy Thousand Dollars and Zero Cents (\$70,000.00) of the Gross Settlement Amount
12 towards the PAGA claims, which represents approximately 5.21% of the Gross Settlement Amount.
13 This percentage of the settlement is well-within the range of wage and hour settlements regularly
14 approved in both state and federal court for cases that include both a class and PAGA action.
15 Typically, such hybrid cases allocate only 1% of the gross settlement value to resolve PAGA claims,
16 and, indeed, settlement allocations as little as 0.22% of the gross settlement amount have been
17 approved as reasonable by courts. Moreover, the overall relief obtained by the Settlement is
18 significant, not only from a monetary perspective, but also because it fulfills the public policy
19 objectives of PAGA—to promote enforcement of California's labor laws, provide funds to the state,
20 and deter future non-compliance by the employer.

21 41. Therefore, taking into account how each of the above risks potentially effected
22 Plaintiffs' ability to first obtain class certification, and then prove the underlying violations, the
23 Court's broad discretion in civil penalties, plus the cost and delay in recovering the alleged potential
24 damages, Class Counsel discounted Defendant's estimated liability based on the challenges facing
25 their ability to succeed on class certification by 70% to \$4,461,625. The merits-based risk factors
26 further reduced Defendant's estimated liability by an additional 65%. This resulted in an adjusted
27 estimated liability of \$1,561,569. In light thereof, the settlement amount of \$1,342,524.50 is a
28 significant settlement.

42. Class Counsel therefore submits that the Settlement is fair, reasonable, and adequate. The Settlement is in the best interest of the Class Members, the PAGA Group Members, and the State of California and is within the accepted range of recoveries for this type of litigation given the inherent risk of litigation, the risk of obtaining and maintaining class certification, and the costs of further litigation.

Class Representative Service Payments

43. As part of the Settlement Agreement, Plaintiffs are requesting reasonable Class Representative Service Payments of Ten Thousand Dollars and Zero Cents (\$10,000.00) each to Plaintiffs (total, \$20,000.00). These Class Representative Service Payments are eminently reasonable given the time and effort Plaintiffs spent on this case, and the benefit to the Class Members as a result of Plaintiffs' actions. Notice of the requested Class Representative Service Payments is disclosed to the Class Members in the Class and PAGA Notice.

44. It is anticipated that Plaintiff Benitez's total compensation (including for any individual claims and excluding any Class Representative Service Payment) is as follows:

- a. Individual Class Payment: \$782.88
- b. Individual PAGA Payment: \$0.00
- c. Individual Payment: \$0.00
- d. Total anticipated compensation (excluding the Class Representative Service Payment):
\$782.88

45. It is anticipated that Plaintiff Ellis' total compensation (including for any individual claims and excluding any Class Representative Service Payment) is as follows:

- a. Individual Class Payment: \$11.18
- b. Individual PAGA Payment: \$0.90
- c. Individual Payment: \$0.000
- d. Total anticipated compensation (excluding the Class Representative Service Payment):
\$12.08

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Attorneys' Fees and Costs

46. The attorneys' fees incurred by Class Counsel are in line with the common fund requested. The Settlement Agreement provides for Class Counsel to apply for attorneys' fees in an amount of up to thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$469,883.57 if the Gross Settlement Amount is \$1,342,524.50) and actual litigation costs and expenses in an amount not to exceed Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00), which will be paid out of the Gross Settlement Amount, subject to approval by the Court. Class Counsel has borne all of the risks and costs of litigation and will not receive any compensation until recovery is obtained.

47. The effectiveness of Blackstone Law, APC's prosecution of this matter has translated into tangible monetary benefits as follows: (1) Class Members, the State of California, and PAGA Group Members will obtain monetary recovery over a relatively short period of time, as opposed to waiting additional years for the same, or potentially worse, result; (2) a guaranteed result that compares favorably with other similar class action settlements of this type, given the strengths and weaknesses of the case; and (3) significant savings in Class Counsel's fees and/or costs that would have only increased significantly had the case progress through certification, trial, and/or upon appeal.

48. Class Counsel has litigated this matter for over a year and was actively preparing this matter for class certification and trial. The Motion for Final Approval will elaborate on the nature of the legal services provided, the time incurred in performing those services, and Class Counsel's hourly rates. The Motion for Final Approval will also elaborate on the reimbursement costs sought by Class Counsel. Notice of the requested Attorneys' Fees and Costs is disclosed to the Class Members in the Class and PAGA Notice.

49. As of the date of this filing, Class Counsel's actual litigation costs and expenses amount to Twenty-Six Thousand One Hundred Eleven Dollars and Eighty-Five Cents (\$26,111.85). A true and correct itemized list of Blackstone Law, APC's current litigation costs and expenses is attached hereto as **Exhibit 4**, which includes invoices for the mediation and expert fees.

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Notice to the Class

50. After obtaining competing bids from multiple potential settlement administrators, which included CPT Group, Inc. (\$13,500.00), ILYM Group, Inc. (\$11,950.00), and Apex Class Action LLC (\$11,190.00), the Parties agreed to retain Apex Class Action LLC (“Apex” or “Administrator”), which was the lowest bidder, to handle the notice and settlement administration process. The Parties respectfully request that the Court appoint Apex to handle these procedures and to serve as the Administrator. Defendant will provide Apex with the Class Data and Apex will calculate each Class Member’s estimated Individual Class Payment and each PAGA Group Member’s estimated Individual PAGA Payment. Apex will also receive and process requests for exclusion, written objections, and challenges to Workweeks and PAGA Pay Periods; will provide necessary reports and declarations; will calculate, subtract, and transmit necessary taxes and withholdings with respect to the Wage Portion of the Individual Class Payments; will prepare and submit informational and other tax filings and documents; will issue and transmit all payments provided for by the Settlement, including, but not limited to, mailing Individual Class Payment checks to the Participating Class Members and Individual PAGA Payment checks to the PAGA Group Members; and perform any other usual and customary duties for administering a class action settlement.

51. I am not aware of an alternative method of providing notice to the Class which would result in a higher likelihood of actual notice. The original source of the mailing addresses is from each Class Member, who provided the information to Defendant. As a fail-safe to this highly reliable method, skip tracing will be performed, if necessary.

Notice of Settlement to the LWDA

52. In accordance with California Labor Code section 2699(s)(2), on September 30, 2026, a copy of the proposed Settlement was submitted to the LWDA via online submission through the LWDA’s website. A true and correct copy of the email from the LWDA confirming receipt is attached hereto as **Exhibit 5**.

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Other Pending Actions

53. I made reasonable inquiry of other members at Blackstone Law, APC, and neither I nor Plaintiffs are aware of any other pending class, representative, or collective actions in any other court that asserts claims similar to those asserted in the Action being settled.

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

Executed on September 30, 2026, at Los Angeles, California.

/s/ Jasmine Y. Kianfard
Jasmine Y. Kianfard

EXHIBIT 1

- *Luis A. Romero v. Thyssenkrupp Materials, LLC*, Los Angeles County Superior Court, Case No. 24STCV03007, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Jose Luis Ramirez, et al. v. TMI Automotive Products Inc., et al.*, Riverside County Superior Court, Case No. CVRI2304340, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Yrene Diaz, et al. v. Macadi Cleaning Corporation*, Los Angeles County Superior Court, Case No. 21STCV33823, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Ingrid Ruano v. Box Express Manufacturing*, Los Angeles County Superior Court, Case No. 23STCV17209, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Lakeysha Vaughn, et al. v. Den-Mat Holdings, LLC, et al.*, Santa Barbara County Superior Court, Case No. 24CV01042, approved as counsel in final settlement of wage and hour class action.
- *Carla Recinos Castillo, et al. v. Radiant Services Corp., et al.*, Los Angeles County Superior Court, Case No. 22STCV37683, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Eduardo Venegas v. Ionis Pharmaceuticals, Inc.*, Los Angeles County Superior Court, Case 24STCV12702, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Marissa Riemann v. Quantum Design, Inc., et al.*, San Diego County Superior Court, Case No. 24CU009870C, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jossue Morentin, et al. v. Andros Engineering Corporation*, Kern County Superior Court, Case No. BCV-25-101034, approved as counsel in final settlement of wage and hour class and PAGA action.

- *Urbano Zavala Lopez v. Food for Life*, Riverside County Superior Court, Case No. CVRI2305901, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Demaris Masadas v. California Dinner Entertainment, LLC dba Pirate's Dinner Adventure*, Orange County Superior Court, Case No. 30-2023-01354556-CU-OE-CXC, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Laura Abarca v. Skirball Cultural Center*, Los Angeles County Superior Court, Case No. 24STCV07567, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Frank Breckenridge v. Pacific Material Handling Solutions, Inc.*, Alameda County Superior Court, Case No. 24CV070227, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Gina Harris v. Arhaus, LLC, et al.*, Los Angeles County Superior Court, Case No. 24STCV24656, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Debra McDonald v. LFCU Financial Services, LLC dba Logix Federal Credit Union, et al.*, Los Angeles County Superior Court, Case No. 24STCV16050, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Victoria Esquivel v. Hamlet Karapetian, DMD, Inc. dba Friendly Smiles Dental Group, et al.*, Santa Barbara County Superior Court, Case No. 24CV03582, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Gabriela Guerrero, et al. v. SAR California Holdco Inc. dba Sarku Japan*, Kern County Superior Court, Case No. BCV-23-104255, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Roman Ramirez Gallegos, et al. v. Dolex Dollar Express, Inc.*, Los Angeles County

Superior Court, Case No. 23STCV21872, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.

- *Ismael Mercado, et al. v. Natural Alternatives International, Inc.*, San Diego County Superior Court, Case No. 37-2023-00052115-CU-OE-CTL, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Marcella Holmes, et al. v. Pacifica Hotel Company*, San Luis Obispo County Superior Court, Case No. 23CV-0681, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Daniel Pereira, et al. v. L.N. Curtis and Sons*, Alameda County Superior Court, Case No. 24CV101859, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Dillan Burghart, et al. v. Watermark Services, IV, LLC*, Alameda County Superior Court, Case No. 23CV035212, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Kasim Hakimi v. Catalent Pharma Solutions, LLC*, Alameda County Superior Court, Case No. 24CV087209, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Cesar Ibarra v. Leuen, Inc. dba The Original Pantry Café*, Los Angeles County Superior Court, Case No. 23STCV017182, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Sharon Baker v. OPARC*, Los Angeles County Superior Court, Case No. 24STCV11229, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Basilía Villa Magaña v. CJKANTRG PA, LLC*, Los Angeles County Superior Court, Case No. 23STCV25886, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alexis Stuart-Drinnen v. DiCarlo's Italian Cafe, LLC, et al.*, San Bernardino County

Superior Court, Case No. CIVSB2313579, approved as counsel in final settlement of wage and hour class and PAGA action.

- *Monique Duong v. Boardwalk IG Management, LLC*, Orange County Superior Court, Case No. 30-2023-01334565-CU-OE-CXC, approved as counsel in final settlement of wage and hour class action.
- *Peter J. Gutierrez v. Univar Solutions USA Inc., et al.*, Los Angeles County Superior Court, Case No. 23STCV26851, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Steve Robles v. Avery Products Corporation*, Orange County Superior Court, Case No. 30-2024-01390483-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Dianna Flores v. Capitol Distribution Company LLC dba Capitol Food Company*, Los Angeles County Superior Court, Case No. 24STCV20477, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Mark Trahan v. Celebrity Casinos, Inc. dba Crystal Casino*, Los Angeles County Superior Court, Case No. 25STCV30655, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Jamie Ramires, et al. v. Bright Star Schools*, Los Angeles Superior Court, Case No. 23STCV15490, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alesia Williams v. Altamed Health Services Corp.*, Los Angeles Superior Court, Case No. 23STCV15413, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jose Moreno v. Kern Regional Center*, Kern County Superior Court, Case No. BCV-24-103353, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jonathan Cruz-Pulido v. Central Valley Meat Co., Inc., et al.*, Los Angeles County

Superior Court, Case No. 24STCV13660, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

- *Gregorio Pineda, et al. v. Orthopaedic Hospital dba Orthopaedic Institute for Children and Luskin Orthopaedic Institute for Children, et al.*, Los Angeles County Superior Court, Case No. 24STCV01618, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *John Price v. Fort Point Beer Company*, San Francisco County Superior Court, Case No. CGC-23-610592, approved as counsel in final settlement of wage and hour class and PAGA action.
- *David Jason Quiñones, et al. v. J-M Manufacturing Company Inc. dba JM Eagle*, Los Angeles County Superior Court, Case No. 23STCV16439, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Laila Droubi, et al. v. GSF Properties, Inc.*, Kern County Superior Court, Case No. BCV-24-100950, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Rowena Ray v. Sierra Central Credit Union*, Butte County Superior Court, Case No. 24CV02890, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Hamid Kondori, et al. v. Mission Imports, et al.*, Orange County Superior Court, Case No. 30-2022-01295280-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Johnny Rivas v. Buckingham Property Management*, Kings County Superior Court, Case No. 23CU0355, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Manuel Hernandez v. DHC PS Holdings LLC, et al.*, Alameda County Superior Court, Case No. 24CV079333, approved as counsel in final settlement of wage and

hour class and PAGA action.

- *Daniel He, et al. v. Bay Photo Lab Inc., et al.*, Los Angeles County Superior Court, Case No. 24STCV05682, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Leonard Moore v. Truepill, Inc.*, Alameda County Superior Court, Case No. 23CV047001, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Colton Ray v. Papé Machinery, Inc., et al.*, Humboldt County Superior Court, Case No. CV2402126, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Elba Garcia v. South Central Los Angeles Regional Center for Developmentally Disabled Persons, Inc.*, Los Angeles County Superior Court, Case No. 24STCV04382, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Miguel Avila v. Weber Metals, Inc.*, Los Angeles County Superior Court, Case No. 24STCV04071, approved as counsel in final settlement of wage and hour class action.
- *Hector Cornejo v. Renovo Solutions, LLC*, Los Angeles County Superior Court, Case No. 23STCV27376, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Juan Campos-Ledezma, et al. v. Institute for Environmental Health, Inc.*, Stanislaus County Superior Court, Case No. CV-23-006693, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jeanne Boudreau v. Intelliswift Software, Inc.*, San Francisco County Superior Court, Case No. CGC-23-611128, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Daniel Munguia v. Moog Inc.*, Los Angeles County Superior Court, Case No.

24STCV11688, approved as counsel in final settlement of wage and hour class and PAGA action.

- *Francisco Javier Sanchez, Jr. v. Jim Crawford Construction Company, Inc.*, Fresno County Superior Court, Case No. 24CECG01421, approved as counsel in final settlement of wage and hour class action.
- *Jose Ramirez v. A.J. Kirkwood & Associates, Inc.*, San Diego County Superior Court, Case No. 24CU012580C, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Kirstie Deveaux, et al. v. Motorola Solutions, Inc.*, Santa Clara County Superior Court, Case No. 23CV427798, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Geri Gates, et al. v. SD & A Teleservices, Inc.*, Los Angeles County Superior Court, Case No. 23STCV29390, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Bryan Zuniga v. Inova Diagnostics, Inc., et al.*, San Diego County Superior Court, Case No. 37-2023-00055201-CU-OE-CTL, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Ivorya Geneve v. Mikuni Restaurant Group, Inc.*, Contra Costa County Superior Court, Case No. C23-02732, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Amira Fakira, et al. v. CSL Plasma, Inc.*, Alameda County Superior Court, Case No. 23CV057131, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Vadim Savin, et al. v. Fleetlogix Inc.*, San Diego County Superior Court, Case No. 37-2023-00051984-CU-OE-CTL, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Grace Weissmuller, et al. v. Astrix Technology, LLC*, Los Angeles County Superior

Court, Case No. 21STCV45436, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.

- *Gabriel Perez, et al. v. Kimberlite Corporation, et al.*, Alameda County Superior Court, Case No. 24CV073959, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Armida Marquez v. The Nielsen Company (US), LLC*, Los Angeles County Superior Court, Case No. 23STCV06394, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Sergio Valdez v. Ampere Computing, LLC, et al.*, Santa Clara County Superior Court, Case No. 24CV438808, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Mario Mendoza v. Mingei International, Inc.*, San Diego County Superior Court, Case No. 37-2024-00015385-CU-OE-CTL, approved as counsel in final settlement of wage and hour class action.
- *Vivian Huynh v. Technical Safety Services, LLC*, Alameda County Superior Court, Case No. 23CV053505, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Connor Brown v. Bi-Rite Management Services LLC, et al.*, San Francisco County Superior Court, Case No. CGC-24-611385, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Joshua Gilmore v. Golden Bolt, LLC*, Los Angeles County Superior Court, Case No. 24STCV11281, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tony Jones v. Saddle Creek Corporation dba Saddle Creek Logistics Services*, Orange County Superior Court Case No. 30-2024-01379065-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Armida Burton v. Mercury Mission Systems, LLC*, Los Angeles County Superior

Court, Case No. 24STCV02628, approved as counsel in final settlement of wage and hour class and PAGA action.

- *Triada Pallidou v. TJB Geary's, LLC dba Geary's Beverly Hills*, Los Angeles County Superior Court, Case No. 24STCV15627, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Joey Ruiz, et al. v. Southern Tire Mart, LLC*, Los Angeles County Superior Court, Case No. 24STCV12037, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Salomon Garcia, et al. v. Atlas Freight Forwarding, Inc.*, San Diego County Superior Court, Case No. 37-2022-00039724-CU-OE-CTL, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Chardriana Jean v. Woodruff-Sawyer & Co.*, Alameda County Superior Court, Case No. 24CV102594, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Stephanie Leon v. Fulgent Therapeutics, LLC, et al.*, Los Angeles County Superior Court, Case No. 24STCV14168, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Emma Romero v. Charles Abbott Associates, Inc.*, San Bernardino County Superior Court, Case No. CIVSB2322374, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Karen Hartstein v. Hyatt Corporation*, Los Angeles County Superior Court, Case No. 20STCV15895, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Michael Casas, et al. v. Encorr Sheets, LLC*, San Bernardino County Superior Court, Case No. CIVSB2319925, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Quincy O'Neal v. Included Health, Inc., formerly known as Grand Rounds Health*,

Inc., San Francisco County Superior Court, Case No. CGC-23-608391, approved as counsel in final settlement of wage and hour class and PAGA action.

- *Javario Datrail Luna v. A-Check America, Inc., et al.*, Riverside County Superior Court, Case No. CVRI2306180, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Kevin Werner, et al. v. Greystar Management Services, LP, et al.*, Los Angeles County Superior Court, Case No. 23STCV08498, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Jully Mullings v. Antelope Ambulance Service*, Los Angeles County Superior Court, Case No. 23STCV30241, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Maria Martina Aleman v. Holding Hands OPCO LLC dba Holding Hands, Inc.*, Los Angeles County Superior Court, Case No. 24STCV25240, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Jesus Herrera v. Reeve Store Equipment Company*, Los Angeles County Superior Court, Case No. 22STCV04239, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Vanessa Vazquez v. Cliffs Resort LLC*, San Luis Obispo County Superior Court, Case No. 24CV-0025, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Javier Hernandez, Jr. v. DGDG I, LLC, et al.*, Santa Clara County Superior Court, Case No. 23CV416770, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Juan Manuel Munoz v. MGA Entertainment, Inc.*, Los Angeles County Superior Court, Case No. 23STCV06386, approved as counsel in final settlement of wage and hour class and PAGA action.

- *Mayra Campos Molina, et al. v. Harbor Hotels, LLC*, Los Angeles County Superior Court, Case No. 23STCV10683, approved as counsel in final settlement of wage and hour class and PAGA action.
- *William Sykes, IV, et al. v. Wente Bros.*, Alameda County Superior Court, Case No. 23CV048758, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jose Padilla, et al. v. WEHO Hospitality Sunset, LLC*, Los Angeles County Superior Court, Case No. 23STCV01072, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Marvin Morales v. Skurka Aerospace, Inc.*, Los Angeles County Superior Court, Case No. 24STCV12893, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tyler Krug, et al. v. EKC Enterprises, Inc.*, Kern County Superior Court, Case No. BCV-23-103975, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Joseph Amyot v. Silverthorn Resort, Inc.*, Shasta County Superior Court, Case No. 23CV-0203487, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Marissa Hartman v. Napa LP Hospitality Corporation*, Napa County Superior Court, Case No. 23CV00116, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Lesly Arreguin, et al. v. Intercare Therapy, Inc.*, Los Angeles County Superior Court, Case No. 23STCV27972, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alma Lopez, et al. v. Advanced Manufacturing and Development, Inc.*, Mendocino County Superior, Case No. 23CV000673, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.

- *Brittini Aghedo, et al. v. Villa Esperanza Services*, Los Angeles County Superior Court, Case No. 23STCV27362, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Robin Jennings v. Mizuho Orthopedic Systems, Inc. dba Mizuho OSI*, Alameda County Superior Court, Case No. 24CV070891, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Jonathan Martin v. Atlas Digital, LLC*, Los Angeles County Superior Court, Case No. 23STCV30498, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Cynthia Molt v. Los Angeles Film School, LLC*, Los Angeles County Superior Court, Case No. 23STCV30757, approved as counsel in final settlement of wage and hour class and PAGA action.
- *William Ramirez v. Employer Solutions Staffing Group LLC*, Los Angeles County Superior Court, Case No. 23STCV24735, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Anu Verma v. SingerLewak LLC*, Los Angeles County Superior Court, Case No. 24STCV11344, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Toby Lanzarin, et al. v. Building Material Distributors, Inc.*, Sacramento County Superior Court, Case No. 34-2022-00330343-CU-OE-GDS, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Kassandra Herndon, et al. v. Agreeya Solutions, Inc.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2023-0002783, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Damon Siler, et al. v. Call-The-Car dba Call the Car*, Los Angeles County Superior Court, Case No. 24STCV07514, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

- *Daniel Ochoa-Lopez v. CorTech West Staffing, LLC, et al.*, Los Angeles County Superior Court, Case No. 23STCV19480, approved as counsel in settlement of representative wage and hour action pursuant to PAGA
- *Juan Escobedo v. Block Tops, Inc.*, Orange County Superior Court, Case No. 30-2023-01356309-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Antonio Quintero v. Weyerhaeuser NR Company*, Los Angeles County Superior Court, Case No. 23STCV02624, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Cristo Hernandez v. Eldorado National (California), Inc.*, Riverside County Superior Court, Case No. CVRI2201056, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Rigoberto Tecaliz v. National Restaurant Inc. dba Black Bear Diner*, San Diego County Superior Court, Case No. 37-2023-00046906-CU-OE-CTL, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Cecilia Estrada v. The Roman Catholic Archbishop of Los Angeles*, Los Angeles County Superior Court, Case No. 24STCV07184, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alexander Davis v. JAJ Roofing dba Citadel Roofing and Solar*, Sacramento County Superior Court, Case No. 23CV011004, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Aurelio Aguilar v. Supreme Car Wash, Inc.*, Los Angeles County Superior Court, Case No. 21STCV29696, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Aaron Coffey v. Catalina Channel Express, Inc.*, Los Angeles County Superior Court, Case No. 21STCV41396, approved as counsel in final settlement of wage and hour class and PAGA action.

- *Djuana Shanella Hale, et al. v. Welbe Health, LLC, et al.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2023-0006866, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Mario Fosados v. Drew Chain Security Corp.*, Los Angeles County Superior Court, Case No. 24STCV00519, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Jose Manuel Amaro Bernal v. Joseph Holt Plastering, Inc.*, Los Angeles County Superior Court, Case No. 24STCV15637, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Brandon Geston v. FRTO LLC, et al.*, Fresno County Superior Court, Case No. 24CECG01292, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Alfonso Herrera v. W.L. Butler Construction, Inc., et al.*, Orange County Superior Court, Case No. 30-2023-01335445-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Marcos Ojendiz, et al. v. Jonathan Louis International*, Los Angeles County Superior Court, Case No. 21STCV35253, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Emmanuel Caldera v. Zeb's World Famous Boathouse Inc. dba Goat Hill Tavern*, Orange County Superior Court, Case No. 30-2023-01310801-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alex Javier Nakamoto v. Skydio, Inc.*, Alameda County Superior Court, Case No. 24CV062913, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Jason McEntee v. Roche Molecular Systems, Inc.*, Alameda County Superior Court, Case No. 23CV041360, approved as counsel in final settlement of wage and hour class and PAGA action.

- *Alexzander Roberts, et al. v. Lemonade Restaurant Group*, Los Angeles County Superior Court, Case No. 22STCV38302, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Halla Knotts v. Launch Technical Workforce Solutions, LLC*, San Bernardino County Superior Court, Case No. CIVSB2332568, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Armando Gastelum v. Premier Trailer Manufacturing, Inc.*, Tulare County Superior Court, Case No. VCU300333, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Tiffany Patterson v. Black Mountain Healthcare, LLC., d/b/a Seaport Home Health & Hospice*, San Diego County Superior Court, Case No. 37-2023-00037563-CU-OE-CTL, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Angel Rodriguez v. American Textile Maintenance*, Los Angeles County Superior Court, Case No. 22STCV17855, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Rita Ray v. Families Together of Orange County*, Orange County Superior Court, Case No. 30-2023-01324555-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Ly Hai v. Sunroad HS Auto, Inc.*, San Diego County Superior Court, Case No. 37-2022-00025788-CU-OE-CTL, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Anabel Perez v. Eureka Specialties, Inc.*, Los Angeles County Superior Court, Case No. 22STCV35940, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jose Luis Galicia v. Virco, Inc., et al.*, Los Angeles County Superior Court, Case No.

23STCV29425, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

- *Rene Umana v. Columbus Technologies*, Los Angeles County Superior Court, Case No. 22STCV16432, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Sitara Nayabkhil v. San Francisco SPCA (dba SFSPCA), a California 501(c)(3) non-profit organization*, San Francisco County Superior Court, Case No. CGC-23-609950, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Fernando Solis v. Tuff Shed, Inc.*, Los Angeles County Superior Court, Case No. 24VECV00368, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tyler Emery v. Santa Cruz Bicycles, LLC*, Santa Cruz Superior Court, Case No. 24CV00244, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Odalys Montejo v. Team Nissan LLC*, Ventura County Superior Court, Case No. 2023CUOE017853, approved as counsel in settlement of representative wage and hour action pursuant to PAGA
- *Vanessa Cortes v. Giti Tire (USA) LTD*, San Bernardino County Superior Court, Case No. CIVSB2332578, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Travis Sanford v. Santa Cruz Seaside Company*, Santa Cruz County Superior Court, Case No. 23CV01762, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jered Ortega v. YMCA of San Diego County*, San Diego County Superior Court, Case No. 37-2023-00043645-CU-OE-CTL, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

- *Corina Martinez v. Stagnaro Bros. Seafood, Inc.*, Santa Cruz County Superior Court, Case No. 24CV00082, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alejandra Jimenez v. ClearFreight, Inc.*, Los Angeles County Superior Court, Case No. 23STCV28938, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Jazzmin Cortez v. Millard Mall Services, Inc.*, Riverside County Superior Court, Case No. CVRI2104010, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Christa Morton, et al. v. PSI Services, LLC*, Fresno County Superior Court, Case No. 24CECG00039, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Michael Bravo v. Michels Pacific Energy, Inc.*, Santa Clara County Superior Court, Case No. 22CV403427, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Daniel Rodriguez v. Republique, LLC*, Los Angeles County Superior Court, Case No. 23STCV14521, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Theresa Bendorf, et al. v. Sea World LLC, et al.*, San Diego County Superior Court, Case No. 37-2021-00034922-CU-OE-CTL, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Victor De La Cruz v. Northwest Pipe Company*, San Bernardino County Superior Court, Case No. CIVSB2211140, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Bobby Birdi v. Lucid USA, Inc.*, Alameda County Superior Court, Case No. 21CV003541, approved as class counsel in final settlement of wage and hour class

and PAGA action.

- *Jose Trujillo, et al. v. Producers Dairy Foods, Inc.*, Sacramento County Superior Court, Case No. 34-2022-00313753, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *David Williams v. Rancho Nicasio, LLC*, Marin County Superior Court, Case No. CIV2203067, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Alexander Jackson v. Lifecare Assurance Company*, Los Angeles County Superior Court, Case No. 23STCV26579, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alexis Cardoza v. BHFC Operating LLC*, Los Angeles County Superior Court, Case No. 21STCV34040, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Maria Ayala, et al. v. SDH Services West, LLC*, Kern County Superior Court, Case No. BCV-21-101933, approved as class counsel in final settlement of wage and hour class action.
- *Alfredo Sanchez v. Greenworld, Inc.*, Riverside County Superior Court, Case No. CVRI2105756, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Oscar Bryant v. Midwest Construction Services, Inc. dba Trillium*, San Bernardino County Superior Court, Case No. CIVSB2121529, approved as class counsel in final settlement of wage and hour class action.
- *Matthew Savattieri v. AMI Expeditionary Healthcare, LLC, et al.*, Los Angeles County Superior Court, Case No. 21STCV33372, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Lexy Barajas, et al. v. H. W. Hunter, Inc.*, Los Angeles County Superior Court, Case No. 22STCV01892, approved as counsel in settlement of representative wage and

hour action pursuant to PAGA.

- *Alejandro Valdez v. C.H.I. Automart, Inc.*, Los Angeles County Superior Court, Case No. 21STCV40168, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Sheizan Bawa v. Meathead Movers, Inc.*, Orange County Superior Court, Case No. 30-2021-01211895-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tanisha Lopez, et al. v. Restorix Health, Inc.*, Los Angeles County Superior Court, Case No. 21STCV33067, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Perla Soto, et al. v. Nippon Express U.S.A., Inc.*, Los Angeles County Superior Court, Case No. 21STCV24902, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Angel Garcia, et al. v. J&B Investments, Inc., et al.*, San Bernardino County Superior Court, Case No. CIVSB2208601, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Sindy Aviles, et al. v. Freeway Insurance Services America, LLC*, Los Angeles County Superior Court, Case No. 21STCV34864, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Alexander Gnaedig, et al. v. Favorite Healthcare Staffing, Inc.*, Los Angeles County Superior Court, Case No. 21STCV20904, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Richard Evans v. My Paint Stop, LLC, et al.*, Contra Costa County Superior Court, Case No. MSC21-01812, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Jose Luis Parada George v. Main Electric Supply Company, LLC, et al.*, Orange

County Superior Court, Case No. 30-2021-01220136-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

- *Samia Salazar Yunis v. Sharif Jewelers*, Sacramento County Superior Court, Case No. 34-2020-00290080, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Daniel Analco v. Felix Chevrolet, LP, et al.*, Los Angeles County Superior Court, Case No. 21STCV36654, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Sasha Aiono v. Benefit Cosmetics*, Los Angeles County Superior Court, Case No. 21STCV33719, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

EXHIBIT 2

April 3, 2025

PAGA Claim Notice Via Online Electronic Submission

California Labor & Workforce Development Agency

800 Capitol Mall, Suite 5000 (MIC-55)

Sacramento, CA 95814

<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

RE: *Megan Ellis v. Rapid Manufacturing, LCR*

To Whom It May Concern:

This office represents Megan Ellis (“Claimant”) with respect to their claims under the California Labor Code against Rapid Manufacturing, LCR (including all affiliates, subsidiaries, parents, directors, and officers) (collectively referred to herein as “Employers”). This letter is being sent simultaneously to Employers by certified mail.

Employers employed Megan Ellis from approximately March 2024 to April 2024 as a non-exempt, hourly-paid employee. Megan Ellis worked as a Assembler for Employers and was based out of Employers’ facility located at 8080 E Crystal Dr, Anaheim, CA 92807.

Claimant intends to bring a representative action seeking penalties for violations of the California Labor Code which are recoverable under the Labor Code Private Attorneys General Act of 2004, California Labor Code sections 2698, *et seq.* (“PAGA”). Claimant is seeking penalties on behalf of themselves and in a representative capacity on behalf of the State of California and all current and former hourly-paid and/or non-exempt employees who worked for Employers in the State of California during the relevant statutory period who suffered the violations alleged (“Aggrieved Employees”). This letter is being sent in compliance with California Labor Code section 2699.3 and shall serve as Claimant’s notice of the provisions of the California Labor Code alleged to have been violated, including the facts and theories in support thereof.

As detailed below, Employers violated several of California’s wage and hour laws during Claimant’s employment, including but not limited to California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and the applicable Industrial Welfare Commission Wage Order (“IWC Wage Order”). Employers’ conduct giving rise to the violations detailed below was malicious, fraudulent, and/or oppressive within the meaning of PAGA.

The claims made on behalf of Claimant and Aggrieved Employees are based upon the following facts and theories:

1. FAILURE TO PAY FOR ALL TIME WORKED AT CORRECT RATES OF PAY, INCLUDING MINIMUM WAGES, STRAIGHT TIME WAGES, AND OVERTIME COMPENSATION

Employers engaged in numerous unlawful practices which resulted in the failure to pay Claimant and other Aggrieved Employees for all time worked at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation.

California Labor Code sections 1194, 1197, and 1197.1 and the applicable IWC Wage Order require employers to pay at least the legal minimum wage to their employees. California Labor Code sections 510 and 1198 and the applicable IWC Wage Order further require employers to pay no less than one and one-half times an employee's regular rate of pay for hours worked in excess of eight (8) hours in one workday, for hours worked in excess of forty (40) hours in one workweek, and for the first eight (8) hours worked on the seventh day of work in any one workweek, and to pay no less than twice an employee's regular rate of pay of the employee for hours worked in excess of twelve (12) hours in one workday and for any work in excess of eight (8) hours on any seventh day of a workweek.

Throughout the relevant time, Employers regularly required Claimant and other Aggrieved Employees to perform work off-the-clock. Employers failed to compensate Claimant and other Aggrieved Employees for any of this off-the-clock work, in violation of California law.

This uncompensated work often resulted in the total number of hours worked by Claimant and other Aggrieved Employees exceeding the daily and/or weekly triggers for overtime wages, yet Employers failed to pay Claimant and Aggrieved Employees applicable overtime rate(s) for these hours.

Employers also failed to accurately record the actual time worked by Claimant and Aggrieved Employees.

Employers also failed to pay overtime to Claimant and Aggrieved Employees for all overtime hours worked based on regular rates of pay correctly calculated to include all applicable remuneration, including non-discretionary commissions, non-discretionary bonuses, and non-discretionary performance pay.

As a result of the foregoing practices, Employers failed to pay Claimant and other Aggrieved Employees for all wages earned at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation. Accordingly, Employers violated the applicable IWC Wage Order and California Labor Code sections 204, 510, 1194, 1197, 1197.1 and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to the applicable IWC Wage Orders;

penalties pursuant to California Labor Code sections 558, 1197.1, and 1199; injunctive relief; and attorneys' fees and costs.

2. MEAL BREAK VIOLATIONS

California law requires employers to provide employees with an opportunity to take an uninterrupted meal period of no less than thirty (30) minutes before the end of the fifth hour of work when an employee works more than five (5) hours in a day. Cal. Lab. Code §§ 226.7 & 512(a). Employers must provide a second meal period of no less than thirty (30) minutes before the end of the tenth hour of work when an employee works more than ten (10) hours in a day. *Id.* For each day that an employer fails to provide compliant meal period(s), the employer must pay the employee a meal penalty equal to one hour of pay at the employee's regular rate of compensation. *Id.*

During the relevant time period, Employers failed to provide Claimant and other Aggrieved Employees with legally compliant 30-minute meal periods. Claimant and other Aggrieved Employees were required by Employers to work more than five (5) hours per day but were not provided with uninterrupted 30-minute meal periods. Further, Claimant and other Aggrieved Employees were not provided with a second uninterrupted 30-minute meal period when they worked over ten (10) hours per day. Employers regularly required Claimant and other Aggrieved Employees to work through their first and second meal periods, to take their first meal period after their fifth (5th) hour of work, and/or to take their second meal periods after their tenth (10th) hour of work. Meal breaks, when provided, were oftentimes interrupted and/or cut short.

Employers' policies, practices, and procedures were responsible for the violations alleged above and prevented Claimant and other Aggrieved Employees from taking timely, complete and duty-free meal periods because, amongst other reasons: (1) Employers did not have legally-compliant policies regarding the provision and timing of meal periods or systematically disregarded their own purported meal period policies; (2) Employers' management at various levels failed and refused to implement and enforce legally compliant meal period policies and practices; (3) Employers failed to adequately inform and train Claimant and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free meal periods; (4) Employers failed to adequately inform and train Claimant and other Aggrieved Employees about their right to premium wages for non-compliant meal periods; (5) Employers failed to ensure that there was adequate staffing to allow Claimant and other Aggrieved Employees to take timely, uninterrupted, and duty-free meal periods; (6) Employers required Claimant and other Aggrieved Employees to respond to work-related requests at all times, including during meal periods; and (7) Employers' policy and culture prevented Claimant and other Aggrieved Employees from taking timely, uninterrupted, and duty-free meal periods because of the priority placed on maximizing profits over employees' right to receive timely, uninterrupted, and duty-free meal periods.

Claimant and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for each day a compliant meal period was not provided to them in compliance

with California law.

Accordingly, Employers violated the applicable IWC Wage Order and California Labor Code sections 226.7, 512(a) and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable IWC Wage Orders; penalties pursuant to California Labor Code sections 558 and 1199; injunctive relief; and attorneys' fees and costs.

3. REST BREAK VIOLATIONS

California law requires employers to authorize and permit employees to take an uninterrupted rest period of no less than ten (10) minutes for every four (4) hours, or major fraction thereof, worked. Cal. Lab. Code § 226.7. For each day that an employer fails to authorize and permit a compliant rest period, the employer owes the employee one hour of pay at the employee's regular rate of compensation. Cal. Lab. Code § 226.7(c).

Employers failed to authorize and permit Claimant and other Aggrieved Employees to take compliant 10-minute rest periods. Employers required Claimant and other Aggrieved Employees to work through rest periods. Claimant and Aggrieved Employees were not provided with uninterrupted, duty-free rest periods when they worked more than four (4) hours or a major fraction thereof. Further, Claimant and other Aggrieved Employees were not provided with a second uninterrupted, duty-free rest period when they worked more than six (6) hours in a day, or a third uninterrupted, duty-free rest period after working more than ten (10) hours in day. In the rare event that a rest period was taken, it was frequently interrupted or cut short. Moreover, Claimant and other Aggrieved Employees were not completely relieved of duty as required by *Augustus v. ABM Security Services, Inc.*, 2 Cal.5th 257 (2016).

Employers' policies, practices, and procedures were responsible for the violations alleged above and prevented Claimant and other Aggrieved Employees from taking timely and complete rest periods because, amongst other reasons: (1) Employers did not have legally-compliant policies regarding the provision and timing of rest periods or systematically disregarded its own purported rest period policies; (2) Employers' management at various levels failed and refused to implement and enforce legally compliant rest period policies and practices; (3) Employers failed to adequately inform and train Claimant and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free rest periods; (4) Employers failed to adequately inform and train Claimant and other Aggrieved Employees about their right to premium wages for non-compliant rest periods; (5) Employers failed to ensure that there was adequate staffing to allow Claimant and other Aggrieved Employees to take timely, uninterrupted, and duty-free rest periods; (6) Employers required Claimant and other Aggrieved Employees to respond to work-related requests at all times, including during rest periods; and (7) Employers' policy and culture prevented Claimant and other Aggrieved Employees from taking timely, uninterrupted, and duty-free rest periods because of the priority placed on completing job requirements over employees' right to

receive rest periods.

Claimant and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for each day a rest period was not provided to them in compliance with California law. Accordingly, Employers violated the applicable IWC Wage Order and California Labor Code sections 226.7 and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to the applicable IWC Wage Orders; Labor Code sections 558 and 1199 penalties; injunctive relief; and attorneys' fees and costs.

4. FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month.

California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Employers willfully and intentionally failed to timely pay all wages earned because Claimant and other Aggrieved Employees were not paid all the wages they were owed including, *inter alia*, overtime compensation, straight time wages, minimum wages, and meal and rest period premiums. Accordingly, Employers violated California Labor Code section 204(a).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to California Labor Code sections 210 and 1199; injunctive relief; and attorneys' fees and costs.

5. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

California Labor Code section 226(a) requires an employer semimonthly or at the time of each payment of wages to furnish wage statements to its employees setting forth, *inter alia*, (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 only the last four digits of his or her social security number or an employee identification number other than a social security number, and (8) the name and address of the legal entity that is the employer.

As a result of the practices described above, the wage statements provided to Claimant and other Aggrieved Employees failed to include the actual hours worked (including time spent working off-the-clock), the actual gross wages earned (including wages owed for time spent working off the clock and meal and rest period premiums), and the correct rates of pay. Employers' failure to provide accurate itemized wage statements was knowing and intentional. Accordingly, Employers violated California Labor Code section 226(a).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties; penalties pursuant to California Labor Code section 226.3; injunctive relief; and attorneys' fees and costs.

6. FAILURE TO MAINTAIN ACCURATE RECORDS

California Labor Code section 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than three years. During the relevant time period, Employers have failed to maintain accurate records relating to Claimant and other Aggrieved Employees' work periods, meal periods, total daily hours worked, and total hours worked per payroll period. Accordingly, Employers violated the applicable IWC Wage Order and California Labor Code sections 1198.5 and 1174(d).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph of the applicable IWC Wage Orders; California Labor Code section 1174.5 penalties; injunctive relief; and attorneys' fees and costs.

7. FAILURE TO REIMBURSE NECESSARY EXPENDITURES

California Labor Code sections 2800 and 2802 require an employer to reimburse its employees for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. The applicable IWC Wage Order requires employers to provide employees with the tools or equipment necessary for the performance of their job. During the relevant time period, Claimant and Aggrieved Employees incurred necessary business-related expenses and costs that were not fully reimbursed by Employers.

Accordingly, Employers violated the applicable IWC Order and California Labor Code sections 2800 and 2802. Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph of the applicable IWC Wage Orders; injunctive relief; and attorneys' fees and costs.

8. FAILURE TO TIMELY PAY ALL WAGES UPON TERMINATION

California Labor Code sections 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 if an employee quits 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' 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.

During the relevant time period, upon the termination of employment (including but not limited to when they were temporarily laid off, laid off, discharged, and/or resigned), Employers failed to pay all wages due to their employees within twenty-four (24) hours of termination or even within seventy-two (72) hours for those who resigned. Specifically, as a result of Employers' practices of requiring Claimant and Aggrieved Employees to work off-the-clock without compensation, failing to pay proper overtime compensation, failure to properly calculate regular rates, and failure to accurately record all hours actually worked, Employers failed to pay Claimant and Aggrieved Employees for all straight time wage, minimum wages and overtime compensation owed to them upon termination of their employment. Employers also failed to pay Claimant and Aggrieved Employees for meal period premiums and rest period premiums they were owed, amongst other wages. Accordingly, Employers violated California Labor Code sections 201 and 202.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to California Labor Code sections 203 and 1199; and attorneys' fees and costs.

9. CONCLUSION

Claimant hereby provides notice to the LWDA under the California Labor Code Private Attorneys General Act of 2004, California Labor Code Sections 2698, *et seq.*, and specifically asks for an investigation, or if the agency does not intend to investigate the alleged violations, a letter confirming the same so that Claimant may allege a cause of action under PAGA against Employers for the violations discussed in this letter.

This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3. By law, an employee alleging a violation of one of the above referenced sections must notify his or her employer and the Labor and Workforce Development Agency (LWDA) before he or she can invoke the provisions of Sections 2699, *et seq.*, by seeking redress in court. Cal. Lab. Code § 2699.3(a)(1). The LWDA must then notify the employer and the employee within 60 calendar days regarding whether it intends to investigate the alleged violation. Cal. Lab. Code § 2699.3(a)(2)(B). If the LWDA advises it will not investigate, or if no notice is provided within 65 calendar days, the employee may file a lawsuit invoking the provisions under Labor Code § 2699. Cal. Lab. Code § 2699.3(a)(2)(A). It is Claimant's intention to file a civil complaint and to bring the appropriate claims under California Labor Code § 2699 on behalf of themselves, the



8383 Wilshire Blvd., Suite 745
Beverly Hills, CA 90211
Phone: (310) 622-4278
Fax: (855) 786-6356

State of California and all Aggrieved Employees should your office not address Employers' alleged violations within this timeframe.

If you have any questions or require additional information, please do not hesitate to contact my office. Thank you for your attention to this matter.

BLACKSTONE LAW

Ryan Quadrel
Ryan Quadrel, Esq.

cc: By U.S. Certified Mail, Return Receipt Requested

Rapid Manufacturing, LCR
Agent: Dan Lang
8080 E. Crystal Drive
Anaheim, CA 92807

EXHIBIT 3

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiffs Oscar Benitez (“Benitez”) and Megan Ellis (“Ellis”) (collectively, “Plaintiffs”) and defendant Rapid Manufacturing, LCR (“Defendant”). The Agreement refers to Plaintiffs and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means, collectively, Plaintiffs’ lawsuit alleging class action wage and hour violations against Defendant captioned *Oscar Benitez and Megan Ellis v. Rapid Manufacturing, LCR*, Orange County Superior Court, Case No. 30-2025-01462691-CU-OE-CXC, initiated on February 25, 2025 in the Court (the “Class Action”), and Ellis’ lawsuit alleging representative claims under the Private Attorneys General Act (“PAGA”) against Defendant captioned *Megan Ellis v. Rapid Manufacturing, LCR*, Orange County Superior Court, Case No. 30-2025-01488619-CU-OE-CXC, initiated on June 9, 2025 in the Court (the “PAGA Action”).
- 1.2. “Address Search” means the Administrator’s investigation and search for current Class Member or PAGA Group Members mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members or PAGA Group Members.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with preliminary approval of the Settlement.
- 1.4. “Administrator” means Apex Class Action LLC, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.5. “Class” means all current and former hourly, non-exempt employees who worked for Defendant in California at any time during the Class Period.
- 1.6. “Class Counsel” means Jonathan M. Genish, Ryan A. Quadrel, Joseph O. Marshall, Alexandra Rose, and Jasmine Y. Kianfard of Blackstone Law, APC, who will seek to be appointed counsel for the Class for purposes of this Settlement.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.8. “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s full name, last-known mailing address, Social Security number, and number of Workweeks and PAGA Pay Periods.

- 1.9. “Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as a PAGA Group Member).
- 1.10. “Class and PAGA Notice” means the COURT APPROVED NOTICE OF CLASS ACTION AND PAGA SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English with a Spanish translation in the form, without material variation, attached as **Exhibit A** and incorporated by reference into this Agreement.
- 1.11. “Class Period” means the period from February 25, 2021 through April 23, 2026.
- 1.12. “Class Representatives” means the named Plaintiffs in the Action seeking Court approval to serve as class representatives.
- 1.13. “Class Representative Service Payments” means the payments to the Class Representatives for initiating the Action and providing services in support of the Action.
- 1.14. “Court” means the Superior Court of California, County of Orange.
- 1.15. “Defendant” means named Defendant Rapid Manufacturing, LCR.
- 1.16. “Defense Counsel” means O’Hagan Meyer LLP.
- 1.17. “Dispute Form” means the CHALLENGE TO WORKWEEKS AND/OR PAGA PAY PERIODS FORM to be mailed to Class Members and PAGA Group Members in English with a Spanish translation in the form, without material variation, attached as **Exhibit C** and incorporated by reference into this Agreement
- 1.18. “Effective Date” means the date on which the Judgment becomes final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.19. “Final Approval Order” means the Court’s order granting final approval of the Settlement.
- 1.20. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.21. “Gross Settlement Amount” means \$1,342,524.50, which is the total amount Defendant agrees to pay under the Settlement, except as provided in Paragraph 4.1 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, and Administration Expenses Payment.

- 1.22. “Individual Class Payment” means the Participating Class Member’s *pro rata* share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.23. “Individual PAGA Payment” means the PAGA Group Members’ *pro rata* share of the 35% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.
- 1.24. “Judgment” means the judgment entered by the Court based upon the Final Approval Order.
- 1.25. “LWDA” means the California Labor and Workforce Development Agency.
- 1.26. “LWDA PAGA Payment” means the 65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (m).
- 1.27. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, LWDA PAGA Payment, Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.28. “Non-Participating Class Member” means any Class Member who opts out of the Class portion of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.29. “Notice Packet” means, collectively, the Class and PAGA Notice, Request for Exclusion Form, Dispute Form, and Objection Form, respectively.
- 1.30. “Objection Form” means the OBJECTION FORM to be mailed to Class Members in English with a Spanish translation in the form, without material variation, attached as **Exhibit D** and incorporated by reference into this Agreement.
- 1.31. “PAGA” means the Private Attorneys General Act (Lab. Code §§ 2698 et seq.).
- 1.32. “PAGA Group Member(s)” means all current and former hourly, non-exempt employees who worked for Defendant in California at any time during the PAGA Period.
- 1.33. “PAGA Notice” means Ellis’ April 3, 2025 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a).
- 1.34. “PAGA Pay Period” means any pay period during which a PAGA Group Member worked for Defendant in California as an hourly, non-exempt employee during the PAGA Period. PAGA Pay Periods may be based on either: (1) pay periods during at least one day was worked; or (2) hire dates and, where applicable, last dates worked or separation dates, re-hire dates, dates of any periods of leave, and dates of any transition between nonexempt and exempt status.

- 1.35. “PAGA Penalties” means the total amount of \$70,000.00 in PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 35% to the PAGA Group Members (\$24,500.00) and 65% to the LWDA (\$45,500.00) in settlement of PAGA claims.
- 1.36. “PAGA Period” means the period from April 3, 2024 through April 23, 2026.
- 1.37. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Class portion of the Settlement.
- 1.38. “Plaintiffs” means, collectively, Oscar Benitez (“Benitez”) and Megan Ellis (“Ellis”), the named plaintiffs in the Action.
- 1.39. “Preliminary Approval Order” means the Court’s order granting preliminary approval of the Settlement.
- 1.40. “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.
- 1.41. “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.
- 1.42. “Released Parties” means Defendant, and its former, present, and future owners, parents, subsidiaries, officers, directors, members, employees, shareholders, predecessors, successors, and assigns.
- 1.43. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.44. “Request for Exclusion Form” means the REQUEST FOR EXCLUSION FORM to be mailed to Class Members in English with a Spanish translation in the form, without material variation, attached as **Exhibit B** and incorporated by reference into this Agreement
- 1.45. “Response Deadline” means sixty (60) calendar days after the Administrator mails the Notice Packet to Class Members and PAGA Group Members, and shall be the last date on which Class Members or PAGA Group Members may: (a) fax, email, or mail written requests for exclusion from the Class portion of the Settlement; (b) fax, email, or mail written objections to the Settlement; or (c) fax, email, or mail challenges to calculations of Workweeks and/or PAGA Pay Periods. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have their deadline extended an additional 14 calendar days beyond the Response Deadline.
- 1.46. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.47. “Workweek” means any week during which a Class Member worked for Defendant in California as an hourly, nonexempt employee during the Class Period. Workweeks may be based on either: (1) weeks during at least one day was worked; or (2) hire dates

and, where applicable, last dates worked or separation dates, re-hire dates, dates of any periods of leave, and dates of any transition between nonexempt and exempt status.

2. RECITALS.

- 2.1. On February 25, 2025, Benitez commenced the Class Action by filing a Class Action Complaint alleging causes of action against Defendant—individually and on behalf of a putative class of all other current and former hourly, nonexempt employees who worked for Defendant in California—for: (1) failure to pay minimum wage; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to provide rest periods; (5) failure to timely pay wages during employment; (6) failure to provide complete and accurate itemized wage statements; (7) failure to timely pay final wages upon separation of employment; (8) failure to reimburse necessary business expenditures incurred; and (9) unfair/unlawful competition. On April 9, 2025, Plaintiffs filed a First Amended Class Action Complaint, adding Ellis as an additional named plaintiff in the Class Action. The Class Action was assigned to Hon. Melissa McCormick.
- 2.2. Pursuant to Labor Code section 2699.3, subdivision (a), Ellis gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.
- 2.3. On June 9, 2025, Ellis commenced the separate PAGA Action by filing a Complaint for Enforcement Action Under the Private Attorneys General Act (the “PAGA Complaint”) alleging a single cause of action against Defendant for PAGA civil penalties—individually and on behalf of all other current and former hourly, nonexempt employees who worked for Defendant in California—predicated on allegations that Defendant failed to properly pay all wages owed for all time worked (including minimum wages, straight time wages, and overtime wages); failed to provide all meal periods and rest periods and associated premium wages; failed to timely pay all wages due during employment; failed to timely pay all final wages due upon separation of employment; failed to provide accurate itemized wage statements; failed to maintain accurate payroll records; and failed to reimburse necessary business expenses incurred. The PAGA Action was assigned to Hon. William Claster.
- 2.4. Defendant denies the allegations in the Action, denies any failure to comply with the laws identified in the Action, and denies any and all liability for the causes of action alleged in the Action.
- 2.5. On February 23, 2026, the Parties participated in an all-day global mediation presided over by mediator Monique Ngo-Bonnici which led to this Agreement.
- 2.6. Before mediation, Plaintiffs obtained, through informal discovery, various documents and information that allowed Plaintiffs to evaluate the potential exposure and potential risk, including, *inter alia*: (1) Plaintiffs’ personnel files, timekeeping records, and payroll records; (2) Defendant’s operative employee handbooks and written employment policies and procedures in effect during the Class Period; (3) a representative randomized sampling of corresponding time and pay records for 30% of the putative Class; (4) Class data points, including, for both current and formerly employed putative Class Members between the start of the Class Period (February 25,

2021) through the date of mediation (February 23, 2026), total numbers of putative Class Members, approximate numbers of Workweeks and PAGA Pay Periods, and wage statements issued, and average hourly rates of pay; and (5) PAGA group data points, including, for both current and formerly employed PAGA Group Members between the start of the PAGA Period (April 3, 2024) through the date of mediation (February 23, 2026), total numbers of PAGA Group Members, approximate numbers of Workweeks and PAGA Pay Periods, and average hourly rates of pay. Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

- 2.7. On July 8, 2026, Plaintiffs filed the Second Amended Class and Representative Action Complaint in the Class Action, adding the PAGA claim by Ellis for the same wage and hour theories asserted in the June 9, 2025 PAGA Complaint in the PAGA Action and Ellis' April 3, 2025 PAGA Notice. The Second Amended Class and Representative Action Complaint is the operative complaint in the Class Action (the "Operative Complaint"). On July 20, 2026, Plaintiffs filed a voluntary dismissal of the PAGA Action without prejudice.
- 2.8. The Court has not granted class certification.
- 2.9. The Parties, Class Counsel, and Defense Counsel represent they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 4.1 below, Defendant promises to pay \$1,342,524.50 and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions (as defined below) of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) before the deadlines stated in Paragraph 4.2. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or PAGA Group Members to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.
- 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval Order:
- 3.2.1. To Plaintiffs: Class Representative Service Payments of not more than \$10,000.00 to each Class Representative (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representatives are entitled to receive as Participating Class Members). Defendants will not oppose Plaintiffs' request for Class Representative Service Payments that do not exceed these amounts. As part of the Motion for Final Approval, Plaintiffs will seek Court approval for any Class Representative Service Payments. If the Court

approves Class Representative Service Payments less than the amounts requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payments using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payments.

- 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 35% of the Gross Settlement Amount, which is currently estimated to be \$469,883.57, and a Class Counsel Litigation Expenses Payment of not more than \$35,000.00. Defendant will not oppose requests for these payments provided that they do not exceed these amounts. As part of the Motion for Final Approval, Plaintiffs and/or Class Counsel may seek Court approval of a Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment. In support of the Class Counsel Litigation Expenses Payment, Class Counsel must submit a cost ledger listing each expense incurred during the Action. If the Court approves a Class Counsel Fees Payment or a Class Counsel Litigation Expenses Payment less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' counsel arising from any claim to any portion of any Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class 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.
- 3.2.3. To the Administrator: An Administration Expenses Payment not to exceed \$11,190.00 except for a showing of good cause and as approved by the Court. To the extent the administration expenses are less than or the Court approves payment less than \$11,190.00, the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.4. To Each Participating Class Member: An Individual Class Payment, which the Administrator shall calculate by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.
- 3.2.4.1. Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The remaining 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume

full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5. To the LWDA and PAGA Group Members: PAGA Penalties in the amount of \$70,000.00 to be paid from the Gross Settlement Amount, with 65% (\$45,500.00) allocated to the LWDA PAGA Payment and 35% (\$24,500.00) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the PAGA Group Members' 35% share of PAGA Penalties (\$24,500.00) by the total number of PAGA Pay Periods worked by all PAGA Group Members during the PAGA Period and (b) multiplying the result by each PAGA Group Members' PAGA Pay Periods. PAGA Group Members assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Size Estimates. Based on a review of its records to date, Defendant estimates there are 771 Class Members who collectively worked a total of approximately 65,849 Workweeks (between the start of the Class Period on February 25, 2021 and the date of mediation on February 23, 2026), and 531 PAGA Group Members who worked a total of approximately 27,183 weekly PAGA Pay Periods (between the start of the PAGA Period on April 3, 2024 and the date of mediation on February 23, 2026). If the number of Workweeks worked by the Class Members during the Class Period is greater than ten percent (10%) above that estimated by Defendant, or 72,434 Workweeks worked, then there will be a pro rata increase in the Gross Settlement Amount equal to the percentage increase in Workweeks above 72,434 (e.g., if the total Workweeks increases by 12%, then a 2% increase to the Gross Settlement Amount).

4.2. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount in two equal installments of \$671,262.25, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes, by transmitting the funds to the Administrator as follows: the First Installment (and employer taxes on the First Installment) shall be paid no later than 30 days after the Effective Date; and the Second

Installment (and employer taxes on the Second Installment) shall be paid no later than 10 months after the First Installment, but in no event later than December 15, 2027.

4.3. Payments from the Gross Settlement Amount.

4.3.1. First Installment. Within 14 days after Defendant funds the First Installment, the Administrator will distribute half of the Individual Class Payments, half of the Individual PAGA Payments, half of the LWDA PAGA Payment, half of the Administration Expenses Payment, half of the Class Counsel Fees Payment, half of the Class Counsel Litigation Expenses Payment, and half of the Class Representative Service Payments.

4.3.2. Second Installment. Within 14 days after Defendant funds the Second Installment, the Administrator will distribute the remaining half of the Individual Class Payments, remaining half of the Individual PAGA Payments, remaining half of the LWDA PAGA Payment, remaining half of the Administration Expenses Payment, remaining half of the Class Counsel Fees Payment, remaining half of the Class Counsel Litigation Expenses Payment, and remaining half of the Class Representative Service Payments.

4.3.3. For each Installment, disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payments shall not precede disbursement of the Individual Class Payments and Individual PAGA Payments.

4.3.4. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members and PAGA Group Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom a Notice Packet was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all PAGA Group Members including Non-Participating Class Members who qualify as PAGA Group Members (including those for whom a Notice Packet was returned undelivered). The Administrator may send Participating Class Members who are also PAGA Group Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.3.5. The Administrator must conduct an Address Search for all Class Members and PAGA Group Members whose checks are returned undelivered without United States Postal Service ("USPS") forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Address Search. The Administrator need not take further steps to deliver checks to Class Members or PAGA Group Members whose re-mailed checks are returned as

undelivered. The Administrator shall promptly send a replacement check to any Class Member or PAGA Group Members whose original check was lost or misplaced, as requested by the Class Member or PAGA Group Members before the void date.

4.3.6. For any Individual Class Payment and/or Individual PAGA Payment check that is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such check to the California Controller's Unclaimed Property Fund in the name of the Class Member and/or PAGA Group Members thereby leaving no "unpaid residue" subject to the requirements of Code of Civil Procedure section 384, subdivision (b).

4.3.7. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members or PAGA Group Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the Effective Date and date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Class Members, and PAGA Group Members will release claims against all Released Parties as follows:

5.1 Plaintiffs' Release. Plaintiffs, individually and on behalf of their respective former and present representatives, agents, attorneys, administrators, successors, and assigns, release and discharge Released Parties from all claims, transactions, or occurrences through their execution of the Agreement, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint and Ellis' PAGA Notice ("Plaintiffs' Release"). The Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that the Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

5.1.1 Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For purposes of the Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the Civil Code, which reads:

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.

5.2 Release by Participating Class Members:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Operative Complaint that are alleged to have occurred during the Class Period, including, e.g., any and all claims involving: (1) any alleged failure to pay minimum wage; (2) any alleged failure to pay overtime wages; (3) any alleged failure to provide meal periods and/or premium pay in lieu thereof; (4) any alleged failure to provide rest periods and/or premium pay in lieu thereof; (5) any alleged failure to timely pay wages during employment; (6) any alleged failure to furnish complete and accurate itemized wage statements; (7) any alleged failure to timely pay final wages upon separation of employment; (8) any alleged failure to reimburse necessary expenditures incurred; and (9) any alleged fraudulent, unlawful, and/or unfair business practices arising out of the Labor Code and Industrial Welfare Commission (“IWC”) Wage Order violations referenced in the Operative Complaint. Except as set forth in Paragraph 5.3 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 events occurring outside the Class Period.

5.3 Release by PAGA Group Members :

All PAGA Group Members, including Non-Participating Class Members, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, 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 and allegations in the Operative Complaint and the PAGA Notice, for the duration of the PAGA Period.

6. MOTION FOR PRELIMINARY APPROVAL. The Parties agree to jointly prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”).

6.1 Defendant’s Responsibilities. Within 45 days of the full execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed Declaration from Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In their Declaration, Defense Counsel shall aver whether they are aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Plaintiffs’ Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining preliminary approval, including: (i) a draft of the notice and memorandum in support of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code section 2699, subdivision (s)(2); (ii) a draft proposed Preliminary Approval Order; (iii) a draft proposed Notice Packet; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data

breach, defalcation of funds, or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiffs, Class Counsel, or Defense Counsel; (v) signed declarations from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members and/or the Administrator; (vi) a signed declaration from Class Counsel attesting to its competency to represent the Class Members; and its timely transmission to the LWDA of all necessary PAGA documents (PAGA Notice (Lab. Code, § 2699.3, subd. (a)), Operative Complaint (Lab. Code, § 2699, subd. (s)(1)), and the Agreement (Lab. Code, § 2699, subd. (s)(2))); and (vii) all facts relevant to any actual or potential conflict of interest with Class Members, and/or the Administrator. In their Declarations, Plaintiffs and Class Counsel shall aver whether they are aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.3 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval Order to the Administrator.

6.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together by meeting and conferring, and in good faith, to resolve the disagreement. If the Court does not grant preliminary approval or conditions preliminary approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together by meeting and conferring, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected Apex Class Action LLC to serve as the Administrator and verified that, as a condition of appointment, Apex Class Action LLC agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for the Administration Expenses Payment. The Parties and their counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund under US Treasury Regulation section 468B-1.

7.4 Notice to Class Members.

- 7.4.1 Not later than 15 days after the Court grants preliminary approval, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data to the Administrator as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data. No later than 5 business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Group Members, Workweeks, and PAGA Pay Periods in the Class Data.
- 7.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class USPS mail, the Notice Packet with Spanish translation, substantially in the form attached to this Agreement as **Exhibits A-D**. The first page of the Class and PAGA Notice shall prominently estimate the dollar amounts of any Individual Class Payment and Individual PAGA Payment (if applicable) payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Notice Packets, the Administrator shall update Class Member addresses using the National Change of Address database.
- 7.4.3 Not later than 3 business days after the Administrator's receipt of any Notice Packet returned by the USPS as undelivered, the Administrator shall re-mail the Notice Packet using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Notice Packet to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Notice Packet to Class Members whose Notice Packet is returned by the USPS a second time.
- 7.4.4 The deadlines for Class Members' written objections, challenges to Workweeks and/or PAGA Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 60 days otherwise provided in the Class and PAGA Notice for all Class Members whose Notice Packets are re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class and PAGA Notice.

7.4.5 If the Administrator, Defendant, or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received a Notice Packet, the Parties will expeditiously meet and confer, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Notice Packet requiring them to exercise options under this Agreement not later than 14 days after receipt of the Notice Packet, or the deadline dates in the Notice Packet, which ever are later.

7.5 Requests for Exclusion (Opt-Outs).

7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class portion of the Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 60 days after the Administrator mails the Notice Packet (plus an additional 14 days for Class Members whose Notice Packet is re-mailed). A Request for Exclusion is a letter from a Class Member or the Class Member's representative, or the Request for Exclusion Form attached as **Exhibit B**, that reasonably communicates the Class Member's election to be excluded from the Class portion of the Settlement and includes the Class Member's full name, address, and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Notice Packet. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Release under Paragraph 5.2 of this Agreement, regardless of whether the Participating Class Member actually receives the Notice Packet or objects to the Settlement.

7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are PAGA Group

Members are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

- 7.6 Challenges to Calculation of Workweeks and/or PAGA Pay Periods. Each Class Member or PAGA Group Member shall have 60 days after the Administrator mails the Notice Packet (plus an additional 14 days for Class Members whose Notice Packet is re-mailed) to challenge the number of Workweeks and/or PAGA Pay Periods (if any) allocated to the Class Member or PAGA Group Member in the Notice Packet. The Class Member or PAGA Group Member may challenge the allocation by communicating with the Administrator via fax, email, or mail by a letter or the Dispute Form attached as **Exhibit C**. The Administrator must encourage the challenging Class Member or PAGA Group Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks and/or PAGA Pay Periods contained in the Class and PAGA Notice are correct so long as they are consistent with the Class Data. Although the Administrator may make the initial decision regarding challenges to Workweeks and/or PAGA Pay Periods, the Court may review decisions made by the Administrator. The Parties shall file with the Court copies of all challenges to calculation of Workweeks and/or PAGA Pay Periods submitted by Class Members, PAGA Group Members, the evidence submitted, and the Administrator's resolution of the challenges.

7.7 Objections to Settlement.

- 7.7.1 Only Participating Class Members may object to the class action components of the Settlement and this Agreement, including contesting the fairness of the Settlement and the amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Administration Expenses Payment, and Class Representative Service Payments.

- 7.7.2 Participating Class Members may send written objections by letter or the Objection Form attached as **Exhibit D** to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 60 days after the Administrator mails the Notice Packet (plus an additional 14 days for Class Members whose Notice Packet is re-mailed).

- 7.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

- 7.8 Administrator Duties. The Administrator has a duty to perform all tasks to be performed by the Administrator set forth in this Agreement or otherwise.

- 7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish, maintain, and use a website to post information of interest to Class Members including the date, time, and location for the Final Approval Hearing and copies of the Agreement, Motion for Preliminary Approval, the Preliminary

Approval Order, the Notice Packet, the Motion for Final Approval, the Final Approval Order, and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes, and emails.

- 7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; and (c) copies of all Requests for Exclusion submitted (whether valid or invalid).
- 7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Notice Packets mailed or re-mailed, Notice Packets returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or PAGA Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.
- 7.8.4 Administrator’s Declaration. Before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Notice Packets, the Notice Packets returned as undelivered, the re-mailing of Notice Packets, attempts to locate Class Members, the total number of Requests for Exclusion it received (both valid or invalid), and the number of written objections. The declaration shall attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.
- 7.8.5 Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 7 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator’s declaration in Court.

8. **DEFENDANT’S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, Defendant may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all administration expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than 7 days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.
9. **MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval that includes a request for approval of the PAGA settlement under Labor Code section 2699, subdivision (s), a proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than 5 court days before filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.
- 9.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than 5 court days before the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- 9.2 Duty to Cooperate. If the Court does not grant final approval or conditions final approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court’s concerns by revising the Agreement as necessary to obtain final approval. The Court’s decision to award less than the amounts requested for the Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.
- 9.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
- 9.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs, or appeals. If an objector appeals the Judgment,

the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the Net Settlement Amount.

- 9.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain final approval and entry of Judgment, sharing, on a 50-50 basis, any additional administration expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payments or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

10. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

11. ADDITIONAL PROVISIONS.

- 11.1 No Admission of Liability. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor is it intended or should be construed as an admission by Plaintiffs that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant preliminary approval, grant final approval, or enter Judgment, Defendant reserves the right to contest certification of any class for any reason, Defendant reserves all available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement, and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).
- 11.2 Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendant, and Defense Counsel separately agree that, until the Motion for Preliminary Approval is filed, they and each of them will not disclose, disseminate, publicize, or cause or permit another person to disclose, disseminate, or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) to counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena

seeking such information. Plaintiffs, Class Counsel, Defendant, and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that “the matter was resolved,” or words to that effect. This paragraph does not restrict Class Counsel’s communications with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members.

- 11.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel’s ability to communicate with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members.
- 11.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 11.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendant, 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 or addendums to this Agreement.
- 11.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts in good faith to implement the Settlement by, among other things, modifying the Settlement Agreement and submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of the mediator or the Court for resolution.
- 11.7 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Parties in this Settlement.
- 11.8 No Tax Advice. Neither Plaintiffs, Class Counsel, Defendant, nor Defense Counsel are providing any advice regarding taxes or taxability, 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.
- 11.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed or waived only by an express written instrument signed by all Parties or their representatives and approved by the Court.

- 11.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 11.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the State of California, without regard to conflict of law principles.
- 11.12 Cooperation in Drafting. The Parties have cooperated in drafting and preparing of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 11.13 Confidentiality. To the extent permitted by law, all agreements made and orders entered during the Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 11.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or the Settlement, may be used only with respect to this Settlement and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or the California Rules of Court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a declaration confirming the final payout of all Settlement funds, Plaintiffs shall destroy all paper and electronic versions of Class Data received from Defendant unless, before the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destruction, of Class Data.
- 11.15 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 11.16 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 11.17 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement 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 Agreement.
- 11.18 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

11.19 The Parties agree that the Court shall have continuing jurisdiction over the Agreement and Settlement terms pursuant to Code of Civil Procedure section 664.6.

PLAINTIFF:

Dated: 08/03/2026

OSCAR BENITEZ

Oscar Benitez

Oscar Benitez
Plaintiff and Class Representative

PLAINTIFF:

Dated: 08/03/2026

MEGAN ELLIS

Megan Ellis

Megan Ellis
Plaintiff and Class Representative

DEFENDANT:

Dated: August 11, 2026

RAPID MANUFACTURING, LCR

Luis C. Espinoza

By: Luis C. Espinoza
Title: Chief Operating Officer

APPROVED AS TO FORM BY COUNSEL

CLASS COUNSEL:

BLACKSTONE LAW, APC

Ryan A. Quadrel
Joseph O. Marshall
Alexandra Rose
Jasmine Y. Kianfard

Dated: August 4, 2026

Jasmine Y. Kianfard

Jasmine Y. Kianfard
Attorneys for Plaintiffs

DEFENSE COUNSEL:

O'HAGAN MEYER LLP

William B. Richards, Jr.
Ali A. Abouesh

Dated: August 11, 2026

William B. Richards, Jr.

William B. Richards, Jr.
Attorneys for Defendant

EXHIBIT A

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

Oscar Benitez and Megan Ellis v. Rapid Manufacturing, LCR
Orange County Superior Court, Case No. 30-2025-01462691-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/representative lawsuit (the “Action”) against Rapid Manufacturing, LCR (“Defendant”) for alleged wage and hour violations. The Action was filed by former employees Oscar Benitez (“Benitez”) and Megan Ellis (“Ellis”) (collectively, “Plaintiffs”) and seeks payment of (1) back wages and other relief for a class of all current and former hourly, non-exempt employees who worked for Defendant in California at any time during the Class Period (February 25, 2021 through April 23, 2026) (“Class Members”); and (2) penalties under the California Private Attorneys General Act (“PAGA”) for all current and former hourly, non-exempt employees who worked for Defendant in California at any time during the PAGA Period April 3, 2024 through April 23, 2026) (“PAGA Group Members”).

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

Based on Defendant’s records, and the parties’ current assumptions, **your total Individual Class Payment is estimated to be \$ [REDACTED] (less withholding) and your total Individual PAGA Payment is estimated to be \$ [REDACTED]**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records you are not eligible for an Individual PAGA Payment under the settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Defendant’s records showing that **you worked [REDACTED] qualifying Workweeks** during the Class Period and **you worked [REDACTED] qualifying PAGA Pay Periods** during the PAGA Period. Workweeks and PAGA Pay Periods may be based on either: (1) weeks/pay periods during at least one day was worked; or (2) hire dates and, where applicable, last dates worked or separation dates, re-hire dates, dates of any periods of leave, and dates of any transition between non-exempt and exempt status. If you believe that you worked more Workweeks during the Class Period and/or more PAGA Pay Periods during the PAGA Period, you can submit a challenge by the deadline date. See Section IV of this Notice.

The Court has 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. 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 Plaintiffs and Plaintiffs’ attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the settlement and requires Class Members and PAGA Group Members to give up their rights to assert certain claims against Defendant.

If you worked for Defendant as an hourly, non-exempt employee in California at any time during the Class Period and/or the PAGA Period, you have three 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 and hour claims and PAGA Period penalty claims against Defendant.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the class portion of the settlement (opt-out) by submitting the written request for exclusion or otherwise notifying the Administrator in writing. If you opt-out of the class portion of the settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage and hour claims against Defendant, and, if you are a PAGA Group Member, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed settlement.
- (3) **Object to the Class Settlement.** You can object to the class portion of the settlement, only if you haven't opted out of the settlement, by submitting the written objection or otherwise notifying the Administrator in writing. If you object to the class portion of the settlement, you will still receive an Individual Class Payment. You cannot object to the PAGA portion of the proposed settlement.

Defendant 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 and hour claims against Defendant that are covered by this settlement.
You Can Opt-Out of the Class Settlement but not the PAGA Settlement Written Requests for Exclusion Must be Submitted by 	If you don't want to fully participate in the proposed settlement, you can opt-out of the class portion of the settlement by sending 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 VI of this notice. You cannot opt-out of the PAGA portion of the proposed settlement. Defendant must pay Individual PAGA Payments to all PAGA Group Members, and the PAGA Group Members must give up their rights to pursue Released PAGA Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed class settlement. The Court's decision whether to finally approve the settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid

Must be Submitted by [REDACTED]	to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section VII of this notice.
You Can Participate in the [REDACTED] Final Approval Hearing	The Court’s final approval hearing is scheduled to take place on [REDACTED] at [REDACTED]. 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 VII of this notice.
You Can Challenge the Calculation of Your Qualifying Workweeks/PAGA Pay Periods Written Challenges Must be Submitted by [REDACTED]	The amounts of your Individual Class Payment and Individual PAGA Payment (if any) depend on how many qualifying Workweeks you worked during the Class Period and how many qualifying PAGA Pay Periods you worked during the PAGA Period, respectively. Workweeks and PAGA Pay Periods may be based on either: (1) weeks/pay periods during at least one day was worked; or (2) hire dates and, where applicable, last dates worked or separation dates, re-hire dates, dates of any periods of leave, and dates of any transition between non-exempt and exempt status. The number of qualifying Workweeks and number of qualifying PAGA Pay Periods you worked according to Defendant’s records is stated on the first page of this notice. If you disagree with either of these numbers, you may challenge it. See Section IV of this notice.

I. WHAT IS THE ACTION ABOUT?

Plaintiffs are former Rapid Manufacturing employees. The Action accuses Defendant of violating California labor laws by allegedly failing to pay minimum wages; failing to pay overtime wages; failing to provide compliant meal periods and/or premium pay in lieu thereof; failing to provide compliant rest periods and/or premium pay in lieu thereof; failing to timely pay wages during employment; failing to furnish complete and accurate itemized wage statements; failing to timely pay final wages upon separation of employment; failing to reimburse necessary expenditures incurred; and engaging in unfair, fraudulent, and/or unlawful business practices based on the foregoing allegations. Plaintiff Ellis has also asserted a claim for civil penalties under PAGA predicated on the same above claims, as well as additional allegations of failure to maintain accurate payroll records. Plaintiffs are represented by attorneys in the Action: Jonathan M. Genish, Ryan A. Quadrel, Joseph O. Marshall, Alexandra Rose, and Jasmine Y. Kianfard of Blackstone Law, APC.

Defendant denies violating any laws or failing to pay any wages or compensation, and contends that it complied with all applicable laws.

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

So far, the Court has made no determination whether Defendant or Plaintiffs are correct on the merits.

In the meantime, Plaintiffs and Defendant 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 settlement agreement (the “Agreement”) and agreeing to ask the Court to enter a judgment ending the Action, Plaintiffs and Defendant 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, Defendant does not admit any violations or concede the merit of any claims. Plaintiffs and Class Counsel believe the settlement is a good deal for you because they believe that: (1) Defendant 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. The Court preliminarily approved the proposed settlement as fair, reasonable, and adequate, authorized this notice, and scheduled a hearing to determine final approval.

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

1. Defendant Will Pay \$ 1,342,524.50 as the Gross Settlement Amount (“Gross Settlement Amount”). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the settlement, in two equal installments of \$671,262.25 as follows: the First Installment will be funded no later than 30 days after the judgment entered by the Court becomes final; and the Second Installment will be funded no later than 10 months after the First Installment, but in no event later than December 15, 2027. 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.

The Administrator will use the Gross Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payments, Class Counsel Fees Payment and Litigation Expenses Payment, the Administration Expenses Payment, and penalties to be paid to the LWDA as follows:

- Within 14 days of the First Installment, the Administrator will distribute half of the Individual Class Payments, half of the Individual PAGA Payments, half of the Class Representative Service Payments, half of the Class Counsel Fees and Litigation Expenses Payment, half of the Administration Expenses Payment, and half of the penalties to be paid to the LWDA.
 - Within 14 days of the Second Installment, the Administrator will distribute the remaining half of the Individual Class Payments, remaining half of the Individual PAGA Payments, remaining half of the Class Representative Service Payments, remaining half of the Class Counsel Fees and Litigation Expenses Payment, remaining half of the Administration Expenses Payment, and remaining half of the penalties to be paid to the LWDA.
2. Court Approved Deductions from Gross Settlement Amount. At the final approval hearing, Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court:
 - A. Up to 35% of the Gross Settlement Amount (currently estimated to be \$469,883.57) to Class Counsel for attorneys’ fees and up to \$35,000.00 for their litigation expenses.
 - B. Up to \$10,000.00 to each Plaintiff (\$20,000.00 total) as Class Representative Service Payments for pursuing the Action, working with Class Counsel, and representing the Class.
 - C. Up to \$11,190.00 to the Administrator for services administering the settlement.
 - D. \$70,000.00 for PAGA Penalties, allocated 65% (\$45,500.00) to the LWDA and 35% (\$24,500.00) to Individual PAGA Payments to PAGA Group Members based on their

qualifying PAGA Pay Periods during the PAGA Period.

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

3. Net Settlement Distributed to Participating Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement Amount (the “Net Settlement Amount”) by making Individual Class Payments to Participating Class Members based on their qualifying Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiffs and Defendant are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages (“Wage Portion”) and 80% to penalties and interest (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant 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 Plaintiffs and Defendant 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 deposited with the California Controller’s Unclaimed Property Fund in your name.

If the monies represented by your check is sent to the Controller’s Unclaimed Property fund, you should consult the rules of the Fund for instructions on how to retrieve your money.

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 in writing that you wish to opt-out by sending a signed request for exclusion by the response deadline. See Section VI of this notice. Excluded Class Members (“Non-Participating Class Members”) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendant.

You cannot opt-out of the PAGA portion of the settlement. Non-Participating Class Members who exclude themselves from the class settlement remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action. The PAGA Group Members are bound by the terms of the PAGA release even if they don’t cash their Individual PAGA Payments.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will not grant final approval of the settlement or decline enter a judgment. It is also possible the Court will enter a judgment that is reversed on appeal. Plaintiffs and Defendant have agreed that, in either case, the settlement will be void, Defendant will not pay any money, and

Class Members will not release any claims against Defendant.

8. Administrator. The Court has appointed a neutral company, Apex Class Action LLC (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 qualifying Workweeks/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 IX of this notice.**
9. Participating Class Members’ Release. After the Judgment is final and Defendant has fully funded the entire Gross Settlement Amount (and separately paid all employer-side payroll taxes), Participating Class Members will be legally barred from asserting any of the claims released under the settlement.

The “Released Parties” means Defendant, and its former, present, and future owners, parents, subsidiaries, officers, directors, members, employees, shareholders, predecessors, successors, and assigns.

The Participating Class Members will be bound by the following release (“Released Class Claims”):

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Operative Complaint that are alleged to have occurred during the Class Period, including, e.g., any and all claims involving: (1) any alleged failure to pay minimum wage; (2) any alleged failure to pay overtime wages; (3) any alleged failure to provide meal periods and/or premium pay in lieu thereof; (4) any alleged failure to provide rest periods and/or premium pay in lieu thereof; (5) any alleged failure to timely pay wages during employment; (6) any alleged failure to furnish complete and accurate itemized wage statements; (7) any alleged failure to timely pay final wages upon separation of employment; (8) any alleged failure to reimburse necessary expenditures incurred; and (9) any alleged fraudulent, unlawful, and/or unfair business practices arising out of the Labor Code and Industrial Welfare Commission (“IWC”) Wage Order violations referenced in the Operative Complaint. Except for the Released PAGA Claims, 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 events occurring outside the Class Period.

10. PAGA Group Members’ PAGA Release. After the Court’s judgment is final and Defendant has fully funded the entire Gross Settlement Amount (and separately paid all employer-side payroll taxes), all PAGA Group Members will be barred from asserting any of the PAGA claims against Defendant, whether or not they exclude themselves from the class settlement.

The PAGA Group Members will be bound by the following release (“Released PAGA Claims”):

All PAGA Group Members, including Non-Participating Class Members, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, 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 and allegations in the Operative Complaint and the PAGA Notice, for the duration of the PAGA Period.

IV. 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 qualifying Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of qualifying Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing the amount of the PAGA Group Members' 35% share of PAGA Penalties (\$24,500.00) by the total number of qualifying PAGA Pay Periods worked by all PAGA Group Members, and (b) multiplying the result by the number of qualifying PAGA Pay Periods worked by each individual PAGA Group Member.
3. Workweek/PAGA Pay Period Challenges. The number of qualifying Workweeks you worked during the Class Period and PAGA Pay Periods you worked during the PAGA Period (if any), as recorded in Defendant's records, are stated in the first page of this notice. If you wish to challenge the number of qualifying Workweeks and/or PAGA Pay Periods credited to you, complete, date, sign, and send to the Administrator (by fax, email, or mail) a letter or the accompanying Challenge to Workweeks and/or PAGA Pay Periods Form. Be sure to include your full name, address, telephone number and/or email address, approximate dates of employment for Defendant, and the last four digits of your social security number for verification purposes **To be valid, your signed challenge must be timely faxed, emailed, or postmarked no later than** [REDACTED].

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of qualifying Workweeks and/or PAGA Pay Periods based on Defendant'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 PAGA Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel.

Although the Administrator may make the initial decision regarding challenges to calculations of Workweeks and/or PAGA Pay Periods, the Court may review any decisions made by the Administrator. The Parties will file with the Court copies of all challenges by Class Members, the evidence submitted, and the Administrator's resolution of the challenges.

V. HOW WILL I GET PAID?

1. Participating Class Members. In two separate Installments, 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 PAGA Group Members. The single check will combine the Individual Class Payment and the Individual PAGA Payment (if any). Checks will be mailed out by the Administrator within 14 days after Defendant deposits each Installment payment with the Administrator.

2. Non-Participating Class Members. In two separate Installments, the Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every PAGA Group Member who opts-out of the class settlement (i.e., every Non-Participating Class Member). Checks will be mailed out by the Administrator within 14 days after Defendant deposits each Installment payment with the Administrator.

Your checks 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 IX of this notice has the Administrator's contact information.

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

To exclude yourself from (opt-out of) the class portion of the settlement, complete, date, sign, and send to the Administrator (by fax, email, or mail) a letter or the accompanying Request for Exclusion Form. Be sure to include your full name, address, telephone number and/or email address, approximate dates of employment for Defendant, and the last four digits of your social security number for verification purposes. You must make the request yourself or by your legal representative. If someone else makes the request for you, other than your legal representative, it will not be valid. **To be valid, your signed Request for Exclusion must be timely faxed, emailed, or postmarked no later than [REDACTED].**

VII. 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 Plaintiffs and Defendant are asking the Court to approve. At least 16 court days before the [REDACTED] final approval hearing, Class Counsel and/or Plaintiffs will file in Court a Motion for Final Approval that includes, among other things, the reasons why the proposed settlement is fair and states (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as Class Representative Service Awards. You can view them on the Administrator's website ([REDACTED]).

A Participating Class Member who disagrees with any aspect of the settlement or the Motion for Final Approval may wish to object. To object to the settlement, complete, date, sign, and send to the Administrator (by fax, email, or mail) a letter or the accompanying Objection Form. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure to and include your full name, current address, telephone number and/or email address, approximate dates of employment for Defendant, and the last four digits of your social security number for verification purposes. **To be valid, your signed Objection must be timely faxed, emailed, or postmarked no later than [REDACTED].**

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 VIII of this notice (immediately below) for specifics regarding the final approval hearing.

VIII. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the final approval hearing on [REDACTED] at [REDACTED] in Department [REDACTED] of the Superior Court of California, County of Orange, located at 751 W. 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 Amount will be paid to Class Counsel, Plaintiffs, 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 through the Court's civil remote appearances website. 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 [REDACTED] beforehand or contact Class Counsel to verify the date and time of the final approval hearing.

IX. HOW CAN I GET MORE INFORMATION?

The settlement agreement sets forth everything Defendant and Plaintiffs have promised to do under the proposed settlement. The easiest way to read the settlement agreement, the Judgment, or any other settlement documents is to go to the Administrator's website at [REDACTED]. The Judgment will be posted for at least 180 days. 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 (<https://www.occourts.org/online-services/case-access>) and entering the Case Number for the Action, Case No. 30-2025-01462691-CU-OE-CXC.

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

Class Counsel:

Name of Firm: Blackstone Law, APC
Name of Attorneys: Ryan A. Quadrel; Joseph O. Marshall; Alexandra Rose;
Jasmine Y. Kianfard
Email Addresses: rquadrel@blackstoneapc.com; jmarshall@blackstonepc.com;
arose@blackstonepc.com; jkianfard@blackstonepc.com
Mailing Address: 8383 Wilshire Boulevard, Suite 745, Beverly Hills, California 90211
Telephone: (310) 622-4278
Fax Number: (855) 786-6356

Settlement Administrator:

Name of Company:
Email Address:
Mailing Address:
Telephone:
Fax Number:

X. 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. If your check is already void, you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

XI. 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 B

REQUEST FOR EXCLUSION FORM

Oscar Benitez and Megan Ellis v. Rapid Manufacturing, LCR
Orange County Superior Court, Case No. 30-2025-01462691-CU-OE-CXC

IF YOU WANT TO BE INCLUDED IN THIS CLASS ACTION SETTLEMENT AND RECEIVE AN INDIVIDUAL CLASS SETTLEMENT PAYMENT, DO NOT FILL OUT THIS FORM.

If you do *not* want to be included in this class action settlement, and do not want to receive an individual class settlement payment, complete, date, and sign this form and send it back to the Settlement Administrator, which must be timely faxed, emailed, or postmarked no later than **[DATE]**. You can send this form to the Settlement Administrator at:

APEX Class Action LLC
Oscar Benitez and Megan Ellis v. Rapid Manufacturing, LCR
18 Technology Drive, Ste 154
Irvine, CA 92618
info@apexclassaction.com
1-800-355-0700

Fax:

If you submit this Request for Exclusion Form, you will *not* receive an Individual Class Payment under the class action portion of the settlement, and you will not be bound by the release of the Released Class Claims set forth in the Settlement if the Court grants final approval of the settlement. You will be excluded from the class action portion of the settlement, and will not be a Participating Class Member.

If you are entitled to receive a share of the PAGA Penalties, you will receive your Individual PAGA Payment even if you elect to exclude yourself from the class action portion of the settlement.

By completing, signing, and returning this form, you confirm your agreement with the following statement:

I have received notice of the proposed settlement in this Action, and I wish to be excluded from the class settlement. I understand by requesting exclusion from the class settlement, I will not receive any money from the class settlement, but I will retain whatever individual rights I may have, if any, to pursue a claim against the Defendant with respect to the class claims raised in the above-referenced lawsuits.

Your Name: _____
Street Address: _____
City, State, Zip Code: _____
Telephone Number, Including Area Code: _____
Email Address: _____
Last four digits of Social Security Number: XXX-XX-_____
Approximate Dates of Employment: _____
Date: _____
Signature: _____

EXHIBIT C

CHALLENGE TO WORKWEEKS AND/OR PAGA PAY PERIODS

FORM

Oscar Benitez and Megan Ellis v. Rapid Manufacturing, LCR
Orange County Superior Court, Case No. 30-2025-01462691-CU-OE-CXC

If you want to challenge the number of qualifying Workweeks and/or qualifying PAGA Pay Periods as reflected on your Class Notice, complete, date, and sign this form and send it back to the Settlement Administrator, which must be timely faxed, emailed, or postmarked no later than [DATE]. You can send this form to the Settlement Administrator at:

APEX Class Action LLC
Oscar Benitez and Megan Ellis v. Rapid Manufacturing, LCR
18 Technology Drive, Ste 154
Irvine, CA 92618
info@apexclassaction.com
1-800-355-0700
Fax:

If you believe that you worked more during either the Class Period or PAGA Period, send the completed Challenge to Workweeks and/or PAGA Pay Periods Form, along with any documents that support your challenge, if any, by sending it to the Settlement Administrator no later than [DATE]. You need to support your challenge by sending copies of pay stubs or other records. The Settlement Administrator is entitled to presume that the number of credited Workweeks and/or PAGA Pay Periods contained in the Class Notice are correct 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.

Your Name: _____
Street Address: _____
City, State, Zip Code: _____
Telephone Number, Including Area Code: _____
Email Address: _____
Last four digits of Social Security number: XXX-XX-_____
Approximate Dates of Employment: _____
Date: _____
Signature: _____

Reasons Why You Believe You Worked More Workweeks and/or PAGA Pay Periods (you may attach additional pages if necessary): _____

EXHIBIT D

OBJECTION FORM

Oscar Benitez and Megan Ellis v. Rapid Manufacturing, LCR
Orange County Superior Court, Case No. 30-2025-01462691-CU-OE-CXC

If you want to object to the class action components of the Settlement, complete, date, and sign this form and send it back to the Settlement Administrator, which must be timely faxed, emailed, or postmarked no later than [DATE]. You can send this form to the Settlement Administrator at:

APEX Class Action LLC
Oscar Benitez and Megan Ellis v. Rapid Manufacturing, LCR
18 Technology Drive, Ste 154
Irvine, CA 92618
info@apexclassaction.com
1-800-355-0700

Fax:

If you choose, you may object to the class action components of the proposed settlement. The Court will consider your objection before deciding whether to grant final approval of the class settlement. By objecting, you are requesting that the Court *not* grant final approval of the settlement. If you are concerned that the settlement terms are unfair, you may submit an objection for the Court's review. The Court may or may not agree with your objection. Objecting to the settlement will not exclude you from the settlement, and if the Court grants final approval to the settlement, you will still get your Individual Class Payment and the release of claims will apply to you.

If you wish to object, you may complete this Objection Form and state the basis for your objection, or you may write your objection in any other written format you choose. Alternatively, you may appear at the final approval hearing and make your objection to the Court regardless of whether you submit a written objection. Send the completed Objection Form or other written statement, along with legal briefs or other documents that support your objection, if any, by sending it to the Settlement Administrator no later than [DATE].

Your Name: _____
Street Address: _____
City, State, Zip Code: _____
Telephone Number, Including Area Code: _____
Email Address: _____
Last four digits of Social Security number: XXX-XX-_____
Approximate Dates of Employment: _____
Date: _____
Signature: _____

Reasons Why You Object (you may attach additional pages if necessary): _____

EXHIBIT 4

Benitez, et al. v. Rapid Manufacturing			
Date	Type of Expense	Description of Expense	Amount
3/3/2025	Filing/Service	Fee to Steno: Complaint Packet (CLASS & PAGA Filing)	\$1,997.20
3/4/2025	Filing/Service	Fee to Steno: Class Action/B&P 17200 Questionnaire (CLASS & PAGA Filing)	\$59.95
3/12/2025	Filing/Service	Fee to Steno: Personal Service (CLASS & PAGA Filing)	\$217.45
4/11/2025	Filing/Service	Fee to Steno: First Amended Complaint; First Amended Summons (CLASS & PAGA Filing)	\$59.95
4/18/2025	Filing/Service	Fee to Steno: Summons on First Amended Complaint (CLASS & PAGA Filing)	\$59.95
6/5/2025	Filing/Service	Fee to Steno: Notice of Posting of Jury Fees (CLASS & PAGA Filing)	\$262.45
6/10/2025	Filing/Service	Fee to Steno: Complaint Packet (CLASS Filing)	\$647.20
6/26/2025	Filing/Service	Fee to Steno: Joint Initial Status Conference Statement (CLASS & PAGA Filing)	\$59.95
8/1/2025	Filing/Service	Fee to Steno: Notice of Acknowledgment and Receipt (CLASS Filing)	\$59.95
9/4/2025	Filing/Service	Fee to Steno: Joint Report; Proof of Service (CLASS & PAGA Filing)	\$59.95
1/16/2026	Other	Payment to Signature Resolution – Mediation	\$14,971.25
3/2/2026	Filing/Service	Fee to Steno: Joint Case Management Statement (CLASS & PAGA Filing)	\$59.95
3/2/2026	Filing/Service	Fee to Steno: Joint Case Management Statement (CLASS Filing)	\$59.95
3/19/2026	Other	Payment to Berger Consulting Group – Damage Analysis	\$6,982.50
5/21/2026	Filing/Service	Fee to Steno: Joint Stipulation to Amend Complaint; Proposed Order; Joint Status Conference Statement; Proof of eService (CLASS & PAGA Filing)	\$99.95
5/21/2026	Filing/Service	Fee to Steno: Joint Status Conference Statement (CLASS Filing)	\$99.95
5/27/2026	Filing/Service	Fee to Steno: Joint Stipulation to Amend Complaint; Proposed Order; Joint Status Conference Statement; Proof of eService (CLASS & PAGA Filing)	\$27.00
7/15/2026	Filing/Service	Fee to Steno: Second Amended Class and Representative Action Complaint (CLASS & PAGA Filing)	\$99.95
7/21/2026	Filing/Service	Fee to Steno: Proposed Stipulation and Order; Proof of Service (CLASS Filing)	\$59.95
9/17/2026	Filing/Service	Fee to Steno: Concierge E-Filing (CLASS & PAGA Filing)	\$99.95
9/23/2026	Other	Orange County Civil Docs – Mandatory Order Purchase	\$7.50
9/25/2026	Filing/Service	Fee to Steno: Concierge E-Filing (CLASS & PAGA Filing)	\$59.95

TOTAL \$26,111.85

EXHIBIT 5



Outlook

Thank you for your Proposed Settlement Submission

From no-reply@formassembly.com <no-reply@formassembly.com>

Date Wed 9/30/2026 9:29 AM

To Ana Turcios <aturcios@blackstonepc.com>

[External Email].

09/30/2026 09:29:26 AM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

On 09/30/2026 09:29:26 AM your Proposed Settlement was successfully processed for case number LWDA-CM-1090202-25

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: [http://labor.ca.gov/Private Attorneys General Act.htm](http://labor.ca.gov/Private_Attorneys_General_Act.htm)