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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

IGNACIO DUENAS, individually, and on behalf of other members of the general public similarly situated, Plaintiffs, vs. BELCAN ENGINEERING GROUP, LLC; PPG INDUSTRIES, INC.; and DOES 1 through 25, inclusive, Defendants.	Case No. 22STCV34198 [lead case] (Related to Case No. 24STCV10626 and 24STCV05032) Honorable Elaine Lu Department 9 **DECLARATION OF ANNABEL BLANCHARD IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT** Date: December 22, 2025 Time: 10:00 a.m. Dept.: 9 Complaint Filed: October 24, 2022 FAC Filed: January 13, 2023 SAC Filed: October 13, 2025 Trial Date: Not Set

DECLARATION OF ANNABEL BLANCHARD

I, Annabel Blanchard, declare and state as follows:

1. I am an attorney duly licensed to practice law in all Courts of the State of California. I am a member of Blackstone Law, APC ("Class Counsel"), attorneys of record for Plaintiff Ignacio Duenas ("Plaintiff"). I have personal knowledge of the facts contained herein, and, if called to testify, I could and would competently do so.

Experience and Adequacy of Blackstone Law, APC

2. Blackstone Law, APC was started in February 2018, representing plaintiffs in individual and representative employment litigation. The firm has grown exponentially over the past seven-plus years, now maintaining over thirty highly pedigreed attorneys working on almost exclusively labor and employment class actions, California Labor Code Private Attorney General Act of 2004 ("PAGA") cases, and individual matters, with roughly 15% of the firm focused on other complex general litigation matters. Below is a summary of the experience and qualifications of the attorneys from Blackstone Law, APC who primarily have been responsible for the representation of Plaintiff in connection with the resolution of the above-captioned matter.

3. Jonathan M. Genish is the founder of Blackstone Law, APC. He received his law degree from Benjamin N. Cardozo School of Law and was admitted to the California State Bar in 2008. During law school, he clerked at the litigation firm Oved & Oved, LLP and was published several times in various small publications. Upon graduation, he was rehired by Freedman & Taitelman, LLP as an associate and remained employed there from September 2008 through August 2015. During his tenure, he managed hundreds (perhaps thousands) of complex litigation cases, ranging from employment, corporate, entertainment, and general business litigation matters, though his primary area of expertise was employment, both single plaintiff and representative actions. On the vast majority of those cases, he was the only or primary attorney managing the case and thus obtained extensive experience. In that capacity, he conducted wage and hour and wrongful termination labor and employment intakes; was the primary contact for all clients; took and defended hundreds (if not thousands) of depositions; propounded and responded to all discovery; prepared and opposed all motions and pleadings, including dispositive and certification motions; strategized on all cases;

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

4. Barbara DuVan-Clarke is a 16-year litigator who joined Blackstone in September 2022 as a Senior Trial Attorney and Team Lead, building on her entire career of litigating single-plaintiff employment, catastrophic injury, and class/PAGA matters with well-known plaintiff-side wage and hour law firms in Los Angeles. She earned her Bachelor of Arts degree from the University of California at Los Angeles in 2003, and then obtained her Juris Doctorate from Case Western Reserve University in Cleveland, Ohio in 2007. Ms. DuVan-Clarke also maintains leadership roles in the California Employment Lawyers' Association ("CELA") and other organizations.

5. Danielle L. GruppChang is a senior associate attorney. She graduated from California Polytechnic University San Luis Obispo in 2013, with a Bachelor of Arts degree in Political Science with a minor in Communication Studies. She then obtained her Juris Doctorate from University of California Law San Francisco (formerly known as University of California Hastings College of the Law), graduating in 2016, and was admitted to the California State Bar in January 2017. She has practiced exclusively plaintiff's side labor and employment class and representative action law from 2017 through the present.

6. P.J. Van Ert is an accomplished attorney who joined Blackstone in 2023, after having worked at an employment litigation firm for 2 years, and prior to that, having served as a District Attorney for over 13 years. In that role, she was a prolific trial attorney, and it is my understanding that she tried over 50 jury trials to verdict. She graduated from University of California at Davis in 2000, with a Bachelor of Arts degree, and from University of California at Los Angeles School of Law with a Juris Doctorate in 2004. She was admitted to the State Bar of California in December 2004.

7. I joined Blackstone Law, APC from a highly reputable employment law firm. I

graduated from University of California at Berkeley with a Bachelor of Arts degree in 2001, and from Southwestern University School of Law with a Juris Doctorate in 2008. I was admitted to the State Bar of California in December of 2008. I have worked on many wage and hour class action and PAGA representative matters, and my work has included, *inter alia*, researching and drafting pleadings, administrative notice exhaustion, drafting, negotiating, and finalizing stipulations and settlement agreements, engaging in motion practice, claims evaluation and analysis, and making court appearances.

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

Procedural History of the Action

9. On October 14, 2022, Plaintiff provided written notice to the California Labor and Workforce Development Agency ("LWDA") and to Defendants Belcan Engineering Group, LLC, Belcan Services Group Limited Partnership, PRC-DeSoto International, Inc. and Sierracin/Sylmar Corporation (together, "Defendants") of the specific provisions of the California Labor Code alleged to have been violated by Defendants. On October 2, 2025 Plaintiff submitted an amended written notice to the LWDA by online submission, and to Defendants by U.S. Certified Mail, pursuant to California Labor Code Section 2699.3, of the specific provisions of the California Labor Code alleged to have been violated by Defendants ("PAGA Letters"). True and correct copies of the PAGA Letters are attached hereto as **Exhibit 2**.

10. On October 24, 2022, Plaintiff filed a Class Action Complaint for Damages in the action entitled *Ignacio Duenas v. Belcan Engineering Group, LLC*, *et al*, Los Angeles County Superior Court Case No. 22STCV34198 ("Action"), thereby commencing a putative class action against Defendants.

11. On January 13, 2023, Plaintiff filed a First Amended Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, California Labor Code §§ 2698 *Et. Seq.* ("First Amended Complaint") in the Action, which added a cause of action for civil penalties pursuant to the California Private Attorneys General Act, Labor Code §§2698, et seq. ("PAGA") based on the Labor Code violations alleged in the October 14, 2022 PAGA Letter. On April 26, 2023,

Plaintiff filed an Amendment to the First Amended Complaint to add defendant PRC-Desoto International, Inc. to the Action.

12. On May 24, 2023, Defendant Belcan Engineering Group, LLC, filed a Motion to Compel Arbitration, Strike Class Claims, Dismiss the Representative PAGA Claims, and Dismiss or Stay Proceedings ("Motion to Compel Arbitration"). On July 7, 2023, Plaintiff filed an Opposition to Defendant's Motion to Compel Arbitration. On September 8, 2023, Defendant PRC-Desoto International, Inc. filed its Joinder in Defendant Belcan Engineering Group, LLC's Motion to Compel Arbitration.

13. On July 20, 2023, the Parties filed a Joint Stipulation to Stay Proceedings Pending Mediation, and on July 21, 2023, the Court signed the order granting the stipulation. The Parties then filed Joint Stipulations to Further Stay Proceedings Pending Mediation on February 14, 2024, and July 23, 2024, and the Court entered orders granting same.

14. On January 24, 2025, Plaintiff and Defendants (collectively, the "Parties") participated in a formal mediation conducted by Monique Ngo-Bonnici ("Mediator"), a neutral and respected mediator with extensive experience in complex wage and hour matters, and were not able to reach a settlement. However, on February 14, 2025, with the assistance of the Mediator's evaluations and further negotiations, the Parties reached the settlement that is memorialized herein. The Parties' settlement discussions were conducted at arms' length, and the Settlement is the result of an informed and detailed analysis of Defendants' potential liability and exposure in relation to the costs and risks associated with continued litigation. The Parties then worked diligently to negotiate and memorialize the terms in a long form settlement agreement.

15. On October 13, 2025 Plaintiff filed a Second Amended Complaint for Damages and Enforcement Under the Private Attorneys General Act, California Labor Code §§ 2698 *Et. Seq.* ("Operative Complaint") in the Action, which adds causes of action for failure to timely pay wages during employment (Labor Code sections 204, 210) and unreimbursed business expenses (Labor Code section 2802), and adds Belcan Services Group, Limited Partnership and Sierracin/Sylmar Corporation as defendants in the Action. The Operative Complaint alleges ten (10) causes of action for violations of the California Labor Code for failure to pay minimum wages, failure to pay overtime wages, failure

to provide compliant meal periods and premium payments in lieu thereof, failure to provide compliant rest periods and premium payments in lieu thereof, failure to provide compliant wage statements, failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to reimburse business expenses, for violations of California Business & Professions Code Section 17200, *et seq*. based on the aforementioned California Labor Code violations, and for civil penalties under PAGA based on the aforementioned California Labor Code violations.

16. On October 9, 2025, the Parties executed the Joint Stipulation of Class Action and PAGA Settlement ("Settlement" or "Settlement Agreement"). A true and correct copy of the Settlement Agreement is attached hereto as **Exhibit 3**.

Summary of the Terms of the Settlement Agreement

17. For purposes of settlement only, the Parties have agreed that the Class shall be defined as "all current or former non-exempt employees of Belcan Engineering Group, LLC who were placed to work at the PPG Defendants' facilities in the State of California during the Class Period" ("Class" or "Class Member(s)"). The Class Period is defined as the period from October 24, 2018 through February 12, 2025. Based on information provided by Defendant, as of January 2025, it is estimated that there are a total of One Thousand Nine Hundred Forty-One (1,941) Class Members.

18. The Parties have agreed to settle the class and PAGA claims at issue in the Operative Complaint for a non-reversionary Gross Settlement Amount of One Million Seven Hundred Seventy-Five Thousand Dollars and Zero Cents ($1,775,000.00), exclusive of employer-side payroll taxes. The Gross Settlement Amount is a common fund and therefore includes all requested costs, fees, and other allocations. The Gross Settlement Amount includes: (1) Class Counsel's fees in the amount of thirty-five percent (35%) of the Gross Settlement Amount (i.e., $621,250.00 if the Gross Settlement Amount is $1,775,000.00); (2) Class Counsel's actual litigation costs and expenses, not to exceed Thirty-Five Thousand Dollars and Zero Cents ($35,000.00); (3) Settlement Administration Costs, not to exceed Fifteen Thousand Five Hundred Dollars and Zero Cents ($15,500.00; (4) Enhancement Payment in the amount of Fifteen Thousand Dollars and Zero Cents ($15,000.00); and (5) PAGA Amount in the amount of Ninety Thousand Dollars and Zero Cents ($90,000.00). 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 Nine Hundred Ninety-Eight Thousand Two Hundred Fifty Dollars and Zero Cents ($998,250.00). Additionally, 25% of the PAGA Amount ("Aggrieved Employee Amount"), which is $22,500.00 out of $90,000.00, will be fully distributed to "all current or former non-exempt employees of Belcan Engineering Group, LLC who were placed to work at PPG Defendants' facilities in the State of California during the PAGA Period" ("Aggrieved Employee(s)"). The "PAGA Period" is defined as the period from October 24, 2021 through February 12, 2025.

19. The Net Settlement Amount will be distributed and paid to all Class Members who do not submit a timely and valid Request for Exclusion ("Settlement Class Member(s)") on a *pro rata* basis based on the number of weeks each Class Member worked for Defendants as an hourly-paid and/or non-exempt employee in California 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 Settlement Share") will be calculated by the Settlement Administrator, in accordance with the Settlement Agreement.

20. The Aggrieved Employee Amount will be distributed and paid to all Aggrieved Employees on a *pro rata* basis based on the number of pay periods each Aggrieved Employee worked for Defendants as an hourly-paid and/or non-exempt employee in California during the PAGA Period ("Pay Periods"). The *pro rata* share of the Aggrieved Employee Amount that an Aggrieved Employee may be eligible to receive under the PAGA Settlement ("Individual PAGA Payment") will be calculated by the Settlement Administrator, in accordance with the Settlement Agreement.

21. Each Individual Settlement Share will be allocated as twenty percent (20%) wages and forty percent (40%) interest, and forty percent (40%) penalties and non-wage damages. The portion allocated to wages will be reported on an IRS Form W-2 and the portions allocated to penalties, interest, and non-wage damages will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. The Settlement Administrator will withhold the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Shares, and issue checks to Settlement Class Members for their net payment of their Individual Settlement Share ("Individual Settlement Payment"). The Employer Taxes will be paid separately and in addition to the Gross Settlement Amount. Each Individual PAGA Payment will be allocated as one hundred percent (100%)

penalties and will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator.

22. The Settlement Agreement is a non-reversionary and non-claims made settlement. The Net Settlement Amount will be fully distributed to Settlement Class Members and the PAGA Amount will be fully distributed to the LWDA and Aggrieved Employees, in accordance with the Settlement Agreement. No money will revert to Defendants.

23. Each Individual Settlement Payment and Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and thereafter, shall be canceled. Any funds associated with such canceled checks will be distributed by the Settlement Administrator to the State of California's Unclaimed Property Division in the name of the Settlement Class Member and/or Aggrieved Employee.

The Settlement is Reasonable

Informed Arms-Length Negotiations

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

25. The Parties engaged in extensive informal discovery prior to reaching a settlement. Prior to mediation, Defendants produced a sampling of putative class members' time and pay records as well as Defendants' 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.

26. 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.

27. 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.

Estimate of Potential Value of Claims

28. Class Counsel analyzed all available data and estimated Defendants' maximum

potential exposure to be approximately $11,733,117, 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: $964,970 for meal period violations ; $1,929,941 for rest period violations; $964,970 for unpaid off-the-clock work for 1 hour per workweek of off-the-clock work; $1,447,697 for unpaid overtime wages at the required regular rate of pay; $251,260 for unreimbursed business expenses; $1,246,128 for waiting time penalties; and $2,415,550 for wage statement penalties. Plaintiff further estimated that Defendants faced an additional exposure of $2,512,600 in potential, non-stacked (i.e., one penalty, per employee, per pay period during the PAGA statutory period) PAGA penalties. Together with the PAGA penalties, Defendants' maximum potential exposure totaled $11,733,117 in damages.

Specific Risks Considered

29. Although the investigation and information discovered supports Plaintiff's contentions, Defendants raised potential defenses and other circumstances that impacted the risk of proceeding on a class-wide basis. Consideration of these risks factored into the negotiations and the decision to enter the Settlement.

30. Class Counsel is aware of Defendants' defenses and arguments and has also taken into account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays inherent in such litigation, including those involved in class and/or representative adjudication. Plaintiff further recognizes the burdens of proof necessary to establish liability for the claims asserted in the Action, Defendants' defenses, and the difficulties in establishing entitlement to monetary recovery. Plaintiff has also considered the Parties' settlement discussions, as well as the evaluations of the Mediator, who is experienced and well-regarded in complex labor and employment matters.

31. Defendants denied and continue to deny any liability and wrongdoing of any kind associated with the claims alleged in the Action, and further denies that class certification is

appropriate for any purpose other than the Settlement. Defendants believes that it would ultimately prevail in the Action. Defendants proffered defenses to both certification and to the merits of Plaintiff's claims. Defendants contended that Plaintiff's claims are not suitable for class certification because individual issues would predominate should this case go to trial. As with all class actions, these complex cases raise difficult management and proof issues and, accordingly, there is a significant risk that the Court may deny class certification.

32. For example, Plaintiff's meal period claims, which were based on Defendants' alleged failure to provide lawful meal periods, have been increasingly difficult to certify in recent years. Plaintiff's theory of liability for meal period violations was based on allegations that Defendants had failed to implement their policies and that their practices failed to allow Class Members to take meal breaks in the manner required under California law. Defendants contended that their policies and practices at all times during the Class Period were lawful, and that at least a portion of the class was subject to valid meal waivers. Defendants further argued that the rate of purported meal period violations reflected in the data would require individualized inquiry and that such inquiry would prohibit a class from being certified. We also had to consider the risk that the Court would find validity in the individualized proof defense to certification of Plaintiff's meal period claim.

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

34. Plaintiff also faced challenges certifying and proving liability for his minimum wage and overtime claims. These claims were largely based on Defendant's unrecorded, off-the-clock work performed by the Class Members both before and after their shifts and during purported meal periods. For example, employees were required to wait in line to get their temperature checked prior to clocking

in In addition, Defendants had a policy stating employees must be ready to do "productive" work at the start of a scheduled shift, which arguably requires the employee to arrive at work and do work-related preparation before the start of their shift. However, the individualized nature of why this work was performed and the individualized nature of damages presented substantial concerns regarding the manageability of the case and the risk the Court could find these issues prevented certification, and the estimated damages for this claim were based on an assumption that all Class Members worked off the clock for at least one hour per week.

35. Plaintiff also contended that Defendants failed to reimburse Plaintiff and the other Class Members for necessary business-related expenses, such as the usage of personal cell phones for work-related purposes, the costs of required clothing (such as close-toed shoes), and supplies necessary to perform work-related tasks. Defendants contended that they had a policy and practice of reimbursing employees for necessary business-related expenses. Defendants further contended that, with respect to the alleged expenses for which Plaintiff and the other Class Members never requested reimbursement from Defendants, they did not know and had no reason to know that alleged business-related expenses had been incurred. Defendant further contended that the reason for why a Class Member undertook certain expenses, while not others, and failed to receive reimbursement for certain expenses while not others, would raise individual issues that could not be certified.

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

37. Class Counsel also recognized that, even if Plaintiff prevailed at class certification,

proving the amount of wages due to each Class Member would be an expensive, time-consuming, and extremely uncertain proposition. In order to prove liability and damages, Class Counsel will need to request and analyze thousands of pages of documents, obtain the Class Members' contact information, contact them, and obtain declarations at great expense. Obtaining the cooperation of current employees would also be difficult, given the likely reluctance to aid prosecution of a lawsuit against a current employer. On the other hand, Defendants would likely be able to obtain the cooperation of their employees. Moreover, even if Plaintiff prevailed at class certification and trial, possible appeals would substantially delay any recovery by the Class.

38. Therefore, taking into account how each of the above risks potentially effected Plaintiff's ability to first obtain class certification, and then prove the underlying violations, plus the cost and delay in recovering the alleged potential damages, Class Counsel discounted Defendants' estimated liability based on the challenges facing his ability to succeed on class certification by 65% to $4,106,591. The merits-based risk factors further reduced Defendants' estimated liability by an additional 55%. This resulted in an adjusted estimated liability of $1,847,966. In light thereof, the settlement amount of $1,775,000 is a significant settlement.

39. Class Counsel also separately contemplated the risks of proceeding with the PAGA claims and potential liability Defendant could face from these claims as part of the global resolution. Existing case law makes PAGA claims subject to the same defenses and risks as Plaintiff's underlying wage claims. Class Counsel also anticipated that even if successful on the merits at trial, the imposition of cumulative civil penalties based on the alleged wage and hour violations could be considered unjust, arbitrary and oppressive, or confiscatory, and that Defendants would argue that they made a good faith attempt to comply with their legal obligations warranting a reduction in penalties. Class Counsel also anticipated Defendants would argue that the violations per pay period were low, warranting an additional reduction in civil penalties. Finally, we were also mindful of the fact that PAGA is fundamentally not intended to be compensatory in nature but is instead intended to facilitate enforcement of California's labor laws by financing state activities and educating and deterring non-compliance.

40. Therefore, after considering this multitude of factors, we concluded that it was in the

best interest of the State of California and the Aggrieved Employees to enter into the Settlement, and to allocate Ninety Thousand Dollars and Zero Cents ($90,000.00) of the Gross Settlement Amount towards the PAGA claims, which represents approximately 5% of the Gross Settlement Amount. This percentage of the settlement is well-within the range of wage and hour settlements regularly approved in both state and federal court for cases that include both a class and PAGA action. Typically, such hybrid cases allocate only 1% of the gross settlement value to resolve PAGA claims, and, indeed, settlements allocations as little as 0.22% of the gross settlement amount have been approved as reasonable by courts. Moreover, the overall relief obtained by the Settlement is significant, not only from a monetary perspective, but also because it fulfills the public policy objectives of PAGA—to promote enforcement of California's labor laws, provide funds to the state, and deter future non-compliance by the employer.

41. Class Counsel therefore submits that the Settlement is fair, reasonable, and adequate. The Settlement is in the best interest of the Class Members, the Aggrieved Employees, 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.

Enhancement Payment

42. As part of the Settlement Agreement, Plaintiff is requesting a reasonable Enhancement Payment of Fifteen Thousand Dollars and Zero Cents ($15,000.00) to Plaintiff Ignacio Duenas. This Enhancement Payment is eminently reasonable given the time and effort Plaintiff spent on this case, and the benefit to the Class Members as a result of Plaintiff's actions. Notice of the requested Enhancement Payment is disclosed to the Class Members in the Class Notice.

Attorneys' Fees and Costs

43. 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., $621,250.00 if the Gross Settlement Amount is $1,775,000.00) 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.

44. 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 Aggrieved Employees 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.

45. Class Counsel has litigated this matter for over two years 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 Notice.

Notice to the Class

46. The Parties have agreed to retain Apex Class Action, LLC ("Apex" or "Settlement Administrator") 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 Settlement Administrator. Defendant will provide Apex with the Class List and Apex will calculate each Class Member's estimated Individual Settlement Share and each Aggrieved Employee's estimated Individual PAGA Payment. Apex will also receive and process Requests for Exclusion, Notices of Objection, and Disputes; will provide necessary reports and declarations; will calculate, subtract, and transmit necessary taxes and withholdings with respect to the wages portion of the Individual Settlement Shares; 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 Settlement Payment checks to the Settlement Class Members and Individual PAGA Payment checks to the Aggrieved Employees; and perform any other usual and customary duties for

administering a class action settlement.

47. 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

48. In accordance with California Labor Code section 2699(l)(2), on October 13, 2025, 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 4**.

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

Executed on October 13, 2025, at Beverly Hills, California.

A. Blanchard

Annabel Blanchard

EXHIBIT 1

6. Blackstone Law, APC has been counsel of record on several class action and PAGA actions, the most recent of which are as follows:

- *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.
- *Michael Bravo v. Michels Pacific Energy, Inc*., Santa Clara County Superior Court, Case No. 22CV403427, preliminarily approved as class counsel in 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.
- *Bobby Birdi v. Lucid USA, Inc*., Alameda County Superior Court, Case No. 21CV003541, preliminarily approved as class counsel in settlement of wage and hour class and PAGA action.
- *David Williams v. Rancho Nicasio, LLC*, Marin County Superior Court, Case No. CIV2203067, preliminarily approved as class counsel in settlement of wage and hour class and PAGA 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 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 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 final settlement of wage and hour class and PAGA action.
- *Richard Evans v. My Paint Stop, LLC, et al.,* Contra Costa 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 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 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 Superior Court, Case No. 21STCV33719, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Maria Castillo-Rodriguez v. HR Outsourcing Associates, LLC*, Los Angeles Superior Court, Case No. 20STCV44138, a wage and hour PAGA action.
- *Ramiro Cruz v. LK Plumbing & Heating, Inc.,* Los Angeles Superior Court, Case No. BC686825, a wage and hour PAGA action.

EXHIBIT 2

BLACKSTONE LAW

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

Alexander K. Spellman
aspellman@blackstonepc.com

October 14, 2022

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: ***Ignacio Duenas v. PPG Aerospace, PPG Industries, Inc., and Belcan LLC***

Dear Representative:

This office represents Ignacio Duenas ("Claimant") with respect to his claims under the California Labor Code against PPG Aerospace, PPG Industries, Inc., and Belcan LLC (including any and all affiliates, subsidiaries, parents, directors, and officers thereof) (collectively referred to herein as "the Employers"). This letter is being sent simultaneously to the Employers by certified mail.

The Employers employed Claimant from approximately May 2021 through approximately February 2022 as a non-exempt, hourly paid employee. During Claimant's employment with the Employers, Claimant was employed as a chemical operator. The Employers engage in engineering and manufacturing services, have locations or otherwise employ non-exempt, hourly employees in various locations in California, and employed Claimant along with other non-exempt hourly employees at 11601 United Street, Mojave, California, 93501.

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 section 2698, *et seq*. ("PAGA"). Claimant is seeking penalties on behalf of himself 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 the Employers in the State of California during the relevant statutory period ("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, the 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, and the Industrial Welfare Commission Wage Orders ("IWC Wage Order"). 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 AND OVERTIME COMPENSATION

The Employers have 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 and overtime compensation.

California Labor Code sections 1194, 1197, and 1197.1 and the applicable IWC Wage Orders 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 Orders further require employers to pay no less than one and one-half times the regular rate of pay of the employee 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 the 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 period, the Employers regularly required Claimant and other Aggrieved Employees to perform work off-the-clock. This off-the-clock work included, amongst other things, requiring Claimants and other Aggrieved Employees to: (1) don protective equipment ("PPE") prior to clocking in for work; (2) doff PPE after clocking out for work; and (3) submitting to COVID-19 checks before clocking in for work. The Employers failed to compensate Claimant and other Aggrieved Employees for any of this off-the-clock work, in violation of California law. The Employers also failed to accurately record the actual time worked by Claimant and Aggrieved Employees. Moreover, the uncompensated work described herein was often performed when Claimant and other Aggrieved Employees had already worked eight (8) hours in a day and/or forty (40) hours in week resulting in a failure to pay overtime compensation. Finally, the Employers 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, the Employers have failed to pay Claimant and other Aggrieved Employees for all wages earned at the correct rates of pay, including minimum wages and overtime compensation. Accordingly, the Employers violated the applicable IWC Wage Orders and California Labor Code sections 204, 510, 1194, 1197, 1197.1 and 1198.

Claimants and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to the "Penalties" sections of the applicable IWC Wage Orders; penalties pursuant to California Labor Code sections 558, 1197.1, and 1199; and attorneys' fees and costs.

2. FAILURE TO PROVIDE MEAL PERIODS AND PAY MEAL PERIOD PREMIUMS

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). A second meal period of no less than thirty (30) minutes must be provided before the end of the tenth hour of work when an employee works more than ten (10) hours in a day. Cal. Lab. Code §§ 226.7, 512(a). When an employer fails to provide a meal or rest period, an hour of pay at the employee's regular rate of compensation is owed to the employee. Cal. Lab. Code § 226.7(c).

During the relevant time period, the Employers failed to provide Claimant and other Aggrieved Employees with legally compliant 30-minute meal periods. Claimant and other Aggrieved Employees were required by the 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. The Employers regularly required Claimant and other Aggrieved Employees to work through their meal periods, to take their first meal period after their fifth (5^{th}) hour of work, and/or to take their second meal periods after their tenth (10^{th}) hour of work. Meal periods, when provided, were oftentimes interrupted or cut short.

The 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) the 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) the Employers' management at various levels failed and refused to implement and enforce legally compliant meal period policies and practices; (3) the 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) the Employers failed to adequately inform and train Claimant and other Aggrieved Employees about their right to premium wages for non-compliant meal periods; (5) the 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) the Employers required Claimant and other Aggrieved Employees to remain on-call and/or respond to work-related requests at all times, including during meal periods; (7) the Employers prohibited Claimant and other Aggrieved Employees from leaving the Employers' facilities during meal periods; and (8) the Employers' policies and culture prevented Claimants 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 the meal periods which were not provided to them in compliance with California law.

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

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

3. FAILURE TO AUTHORIZE AND PERMIT REST PERIODS AND PAY REST PERIOD PREMIUMS

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

The Employers failed to authorize and permit Claimant and other Aggrieved Employees to take legally compliant 10-minute rest periods. The 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).

The 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) the 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) the Employers' management at various levels failed and refused to implement and enforce legally compliant rest period policies and practices; (3) the 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) the Employers failed to adequately inform and train Claimant and other Aggrieved Employees about their right to premium wages for non-compliant rest periods; (5) the 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) the Employer required Claimant and other Aggrieved Employees to remain on-call and respond to work-related requests at all times, including during rest periods; (7) the Employers prohibited Claimant and other Aggrieved Employees from leaving their assigned work areas during rest periods; and (7) the 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 the rest periods which were not provided to them in compliance with California law.

Accordingly, the Employers violated the applicable IWC Wage Orders 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 "Penalties" section of the applicable IWC Wage Orders; California Labor Code sections 558 and 1199 penalties; 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, the Employers 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, minimum wages, and meal and rest period premiums. Accordingly, the 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; and attorneys' fees and costs.

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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 herein, 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. The wage statements provided to Claimant and other Aggrieved Employees also failed to include the name of the legal entity that employed Claimant and the Aggrieved Employees. Accordingly, the 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; 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 two years.

During the relevant time period, the Employers 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, the Employers violated the applicable IWC Wage Orders 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 the "Penalties" section of the applicable IWC Wage Orders; California Labor Code section 1174.5 penalties; and attorneys' fees and costs.

7. FAILURE TO TIMELY PAY ALL WAGES UPON TERMINATION OF EMPLOYMENT

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), Aggrieved Employees were not paid all wages due to them within twenty-four (24) hours or even within seventy-two (72) hours for those who resigned. Specifically, as a result of the Employers' practices of requiring Aggrieved Employees to work off-the-clock without compensation, failing to pay proper overtime compensation, unlawful rounding practices, failure to properly calculate regular rates, and failure to accurately record all hours actually worked, the Employers failed to pay Aggrieved Employees for all minimum wages and overtime compensation owed to them upon termination of their employment. The Employers also failed to pay Aggrieved Employees for meal period premiums and rest period premiums they were owed, amongst other wages. Accordingly, Employer 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.

The Employers are in direct violation of numerous California wage and hour laws including but not limited to said sections stated above. We hereby provide notice under the California Labor Code Private Attorneys General Act of 2004, California Labor Code Sections 2698, *et seq*., and specifically ask for an investigation, or if the agency does not intend to investigate the alleged violations, a letter confirming the same so that we may allege a cause of action under PAGA against the 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 himself, the State of California and all Aggrieved Employees should your office not address the Employers' alleged violations within this time.

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

Alexander K. Spellman, Esq.

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

Belcan Engineering Group, LLC
10200 Anderson Way
Cincinnati, Ohio 95242

CT Corporation System
Agent for Service of Process for Belcan Engineering Group, LLC
330 N Brand Blvd, Suite 700
Glendale, CA 91203

PPG Industries, Inc.
One PPG Place
Pittsburg, PA 15272

CSC – Lawyers Incorporating Service
Agent for Service of Process for PPG Industries, Inc.
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833

PPG Aerospace
11601 United St.
Mojave, California 93501

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

Annabel Blanchard
ablanchard@blackstonepc.com

October 2, 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: ***Ignacio Duenas v. Belcan Engineering Group, LLC, PPG Industries, Inc., PRC-DeSoto International, Inc., Sierracin/Sylmar Corporation, and Belcan Services Group, LP***

Dear Representative:

This office represents Ignacio Duenas ("Claimant") with respect to his claims under the California Labor Code against PPG Aerospace, ***Belcan Engineering Group, LLC, PPG Industries, Inc., PRC-DeSoto International, Inc., Sierracin/Sylmar Corporation, and Belcan Services Group, LP*** (including any and all affiliates, subsidiaries, parents, directors, and officers thereof) (collectively referred to herein as "the Employers"). This amended letter is being sent simultaneously to the Employers by certified mail.

The Employers employed Claimant from approximately May 2021 through approximately February 2022 as a non-exempt, hourly paid employee. During Claimant's employment with the Employers, Claimant was employed as a chemical operator. The Employers engage in engineering and manufacturing services, have locations or otherwise employ non-exempt, hourly employees in various locations in California, and employed Claimant along with other non-exempt hourly employees at 11601 United Street, Mojave, California, 93501.

On October 24, 2022, Claimant filed a class action complaint for damages against Employer, alleging the Employer had violated the Labor Code sections enumerated herein (Los Angeles Superior Court Case No. 22STCV34198) ("Action"). On January 13, 2023, Claimant filed a first amended complaint in the Action adding a cause of 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 section 2698, *et seq*. ("PAGA"). Claimant is seeking penalties on behalf of himself 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 the Employers in the State of California during the relevant statutory period ("Aggrieved Employees"). This letter is being sent in compliance with California Labor Code section 2699.3 and shall serve as Claimant's amended 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, the Employers violated several of California's wage and hour laws during Claimant's employment, including but not limited to California Labor Code sections 201, 201.3, 202, 203, 204, 210, 218.5, 221, 225, 226(a), 226.3, 226.7, 246, 510, 512, 558,1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 1199, 2800, and 2802 , and the Industrial Welfare Commission Wage Orders ("IWC Wage Order"). 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 AND OVERTIME COMPENSATION

The Employers have 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 and overtime compensation.

California Labor Code sections 1194, 1197, and 1197.1 and the applicable IWC Wage Orders 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 Orders further require employers to pay no less than one and one-half times the regular rate of pay of the employee 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 the 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 period, the Employers regularly required Claimant and other Aggrieved Employees to perform work off-the-clock. This off-the-clock work included, amongst other things, requiring Claimants and other Aggrieved Employees to: (1) don protective equipment ("PPE") prior to clocking in for work; (2) doff PPE after clocking out for work; and (3) submitting to COVID-19 checks before clocking in for work. The Employers failed to compensate Claimant and other Aggrieved Employees for any of this off-the-clock work, in violation of California law. The Employers also failed to accurately record the actual time worked by Claimant and Aggrieved Employees. Moreover, the uncompensated work described herein was often performed when Claimant and other Aggrieved Employees had already worked eight (8) hours in a day and/or forty (40) hours in week resulting in a failure to pay overtime compensation. Finally, the Employers 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, the Employers have failed to pay Claimant and other Aggrieved Employees for all wages earned at the correct rates of pay, including minimum wages and overtime compensation. Accordingly, the Employers violated the applicable IWC Wage Orders and California Labor Code sections 204, 510, 1194, 1197, 1197.1 and 1198.

Claimants and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to the "Penalties" sections of the applicable IWC Wage Orders; penalties pursuant to California Labor Code sections 558, 1197.1, and 1199; and attorneys' fees and costs.

2. FAILURE TO PROVIDE MEAL PERIODS AND PAY MEAL PERIOD PREMIUMS

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). A second meal period of no less than thirty (30) minutes must be provided before the end of the tenth hour of work when an employee works more than ten (10) hours in a day. Cal. Lab. Code §§ 226.7, 512(a). When an employer fails to provide a meal or rest period, an hour of pay at the employee's regular rate of compensation is owed to the employee. Cal. Lab. Code § 226.7(c).

During the relevant time period, the Employers failed to provide Claimant and other Aggrieved Employees with legally compliant 30-minute meal periods. Claimant and other Aggrieved Employees were required by the 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. The Employers regularly required Claimant and other Aggrieved Employees to work through their meal periods, to take their first meal period after their fifth (5^{th}) hour of work, and/or to take their second meal periods after their tenth (10^{th}) hour of work. Meal periods, when provided, were oftentimes interrupted or cut short.

The 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) the 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) the Employers' management at various levels failed and refused to implement and enforce legally compliant meal period policies and practices; (3) the 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) the Employers failed to adequately inform and train Claimant and other Aggrieved Employees about their right to premium wages for non-compliant meal periods; (5) the 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) the Employers required Claimant and other

Aggrieved Employees to remain on-call and/or respond to work-related requests at all times, including during meal periods; (7) the Employers prohibited Claimant and other Aggrieved Employees from leaving the Employers' facilities during meal periods; and (8) the Employers' policies and culture prevented Claimants 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 the meal periods which were not provided to them in compliance with California law.

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

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

3. FAILURE TO AUTHORIZE AND PERMIT REST PERIODS AND PAY REST PERIOD PREMIUMS

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

The Employers failed to authorize and permit Claimant and other Aggrieved Employees to take legally compliant 10-minute rest periods. The 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).

The 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) the 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) the Employers' management at various levels failed and refused to implement and enforce legally compliant rest period policies and practices; (3) the 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) the Employers failed to adequately inform and train Claimant and other Aggrieved Employees about their right to premium wages for non-compliant rest periods; (5) the 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) the Employer required Claimant and other Aggrieved Employees to remain on-call and respond to work-related requests at all times, including during rest periods; (7) the Employers prohibited Claimant and other Aggrieved Employees from leaving their assigned work areas during rest periods; and (7) the 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 the rest periods which were not provided to them in compliance with California law.

Accordingly, the Employers violated the applicable IWC Wage Orders 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 "Penalties" section of the applicable IWC Wage Orders; California Labor Code sections 558 and 1199 penalties; 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, the Employers 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, minimum wages, and meal and rest period premiums. Accordingly, the 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; 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 herein, 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. The wage statements provided to Claimant and other Aggrieved Employees also failed to include the name of the legal entity that employed Claimant and the Aggrieved Employees. Accordingly, the 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; 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 two years.

During the relevant time period, the Employers 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, the Employers violated the applicable IWC Wage Orders 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 the "Penalties" section of the applicable IWC Wage Orders; California Labor Code section 1174.5 penalties; and attorneys' fees and costs.

7. FAILURE TO TIMELY PAY ALL WAGES UPON TERMINATION OF EMPLOYMENT

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), Aggrieved Employees were not paid all wages due to them within twenty-four (24) hours or even within seventy-two (72) hours for those who resigned. Specifically, as a result of the Employers' practices of requiring Aggrieved Employees to work off-the-clock without compensation, failing to pay proper overtime compensation, unlawful rounding practices, failure to properly calculate regular rates, and failure to accurately record all hours actually worked, the Employers failed to pay Aggrieved Employees for all minimum wages and overtime compensation owed to them upon termination of their employment. The Employers also failed to pay Aggrieved Employees for meal period premiums and rest period premiums they were owed, amongst other wages. Accordingly, Employer 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.

8. FAILURE TO REIMBURSE BUSINESS EXPENSES

Labor Code Section 2802 provides in part that "[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer…"

The Employers failed to reimburse Aggrieved Employees for expenses incurred in the discharge of their duties, including, without limitation, the cost of use of personal cellular phones and protective gear. The Aggrieved Employees are therefore entitled to indemnification and reimbursement of those expenses, as well as attorney fees and costs.

The Employers are in direct violation of numerous California wage and hour laws including but not limited to said sections stated above. We hereby provide notice under the California Labor

Code Private Attorneys General Act of 2004, California Labor Code Sections 2698, *et seq*., and specifically ask for an investigation, or if the agency does not intend to investigate the alleged violations, a letter confirming the same so that we may allege a cause of action under PAGA against the 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 himself, the State of California and all Aggrieved Employees should your office not address the Employers' alleged violations within this time.

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

A. Blanchard

Annabel Blanchard, Esq.

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

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Belcan Services Group, LP
c/o Gregory Blueford, Esq.
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EXHIBIT 3

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT

This Joint Stipulation of Class Action and PAGA Settlement ("Settlement," "Agreement," or "Settlement Agreement") is made and entered into by and between Plaintiff Ignacio Duenas ("Plaintiff" or "Class Representative"), individually, and on behalf of all others similarly situated and on behalf of the State of California with respect to aggrieved employees, and Defendants Belcan Engineering Group, LLC and Belcan Services Group Limited Partnership (together, the "Belcan Defendants") and Defendants PRC-DeSoto International, Inc. and Sierracin/Sylmar Corporation (together, the "PPG Defendants") (the Belcan Defendants and PPG Defendants will be referred to herein as "Defendants" and Plaintiff and Defendants will collectively be referred to as the "Parties").

This Settlement Agreement shall be binding on Plaintiff, Settlement Class Members (as defined herein), the State of California as to the employment of Aggrieved Employees (as defined herein), and Defendants, subject to the terms and conditions hereof and the approval of the Court.

RECITALS

1. On October 14, 2022, Plaintiff provided written notice to the Labor and Workforce Development Agency ("LWDA") and to Defendants, of the specific provisions of the California Labor Code alleged to have been violated by Defendants. On October 2, 2025 Plaintiff submitted an amended written notice to the LWDA by online submission, and to Defendants by U.S. Certified Mail, pursuant to California Labor Code Section 2699.3, of the specific provisions of the California Labor Code alleged to have been violated by Defendants ("PAGA Letters").

2. On October 24, 2022, Plaintiff filed a Class Action Complaint for Damages in the action entitled *Ignacio Duenas v. Belcan Engineering Group, LLC*, *et al.* Los Angeles County Superior Court Case No. 22STCV34198 ("*Duenas* Class Action Complaint"), thereby commencing a putative class action against Defendants (the "Action").

3. On January 13, 2023, Plaintiff filed a First Amended Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, California Labor Code §§ 2698 *Et. Seq.* ("First Amended Complaint") in the Action, which added a cause of action for civil penalties pursuant to the California Private Attorneys General Act, Labor Code §§2698, et seq. ("PAGA") based on the Labor Code violations alleged in the PAGA Letter.

4. On April 26, 2023, Plaintiff filed an Amendment to the First Amended Complaint to add defendant PRC-Desoto International, Inc. to the Action.

5. On October 2, 2025 the Parties filed a Joint Stipulation to Amend Complaint, attaching the Second Amended Complaint for Damages and Enforcement Under the Private Attorneys General Act, California Labor Code §§ 2698 *Et. Seq.* ("Operative Complaint") in the Action, which added a cause of action for failure to timely pay wages during employment (Labor Code sections 204, 210), and added Belcan Services Group, Limited Partnership and Sierracin/Sylmar Corporation as defendants in the Action.

6. The Operative Complaint alleges ten (10) causes of action for violations of the California Labor Code for failure to pay all wages (including minimum, regular, overtime, double time, on-call time, reporting time and paid sick leave), failure to provide compliant meal periods and premium payments in lieu thereof, failure to provide compliant rest periods and premium payments in lieu thereof, failure to provide compliant wage statements, failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to reimburse business expenses, and for violations of California Business & Professions Code Section 17200, *et seq*. based on the aforementioned California Labor Code violations, and for civil penalties under PAGA based on the aforementioned California Labor Code violations.

7. Defendants deny all material allegations set forth in the Action and have asserted numerous affirmative defenses. Notwithstanding, in the interest of avoiding further litigation, Defendants desire to fully and finally settle the Action, Released Class Claims (as defined herein), and Released PAGA Claims (as defined herein).

8. Class Counsel diligently investigated the class and PAGA claims against Defendants, including any and all applicable defenses and the applicable law. The investigation included, *inter alia*, the exchange of information, data, and documents, and review of corporate policies and practices. The Parties have engaged in sufficient informal discovery and investigation to assess the relative merits of the claims and contentions of the Parties.

9. On January 24, 2025, the Parties participated in mediation with Monique Ngo-Bonnici (the "Mediator"), a respected mediator of complex wage and hour actions, and were not able to reach

a settlement.

10. However, on February 14, 2025, with the assistance of the Mediator's evaluations and further negotiations, the Parties reached the settlement that is memorialized herein. The Parties' settlement discussions were conducted at arms' length, and the Settlement is the result of an informed and detailed analysis of Defendants' potential liability and exposure in relation to the costs and risks associated with continued litigation. Based on Class Counsel's investigation and evaluation, Class Counsel believes that the settlement with Defendants for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Class Members, State of California, and Aggrieved Employees in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation and various defenses asserted by Defendants.

11. The Parties expressly acknowledge that this Settlement Agreement is entered into solely for the purpose of compromising significantly disputed claims and that nothing herein is an admission of liability or wrongdoing by Defendants. If for any reason this Settlement Agreement is not approved, it will be of no force or effect, and the Parties shall be returned to their original respective positions.

DEFINITIONS

12. The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective.

a. "Aggrieved Employee(s)" are all current or former non-exempt employees of Belcan Engineering Group, LLC who were placed to work at PPG Defendants' facilities in the State of California during the PAGA Period.

b. "Aggrieved Employee Amount" means the amount of Twenty-Two Thousand Five Hundred Dollars and Zero Cents ($22,500.00), i.e., 25% of the PAGA Amount, to be distributed to Aggrieved Employees on a *pro rata* basis based on their Pay Periods.

c. "Attorneys' Fees and Costs" means attorneys' fees approved by the Court for Class Counsel's litigation and resolution of the Action and all actual costs and expenses incurred and to be incurred by Class Counsel in connection with the Action, as set forth in Paragraph 15.

d. "Belcan Settlement Amount" means the amount of One Million One Hundred Fifty Thousand Dollars and Zero Cents ($1,150,000.00) to be paid by the Belcan Defendants in exchange for the settlement and release of all claims against the Belcan Defendants in this Action.

e. "Class" or "Class Member(s)" means all current or former non-exempt employees of Belcan Engineering Group, LLC who were placed to work at the PPG Defendants' facilities in the State of California during the Class Period.

f. "Class Counsel" means Jonathan M. Genish, Barbara DuVan-Clarke, Danielle L. GruppChang, P.J. Van Ert, Melissa Rodriguez, and Annabel Blanchard of Blackstone Law, APC, who, for the sole purpose of effectuating this Settlement, will seek to be appointed counsel for the Class.

g. "Class List" means a complete list of all Class Members that Defendants will diligently and in good faith compile from its records and provide to the Settlement Administrator. The Class List will be formatted in a readable Microsoft Office Excel spreadsheet containing the following information for each Class Member: (1) full name; (2) last known mailing address; (3) Social Security number; (4) the number of Workweeks worked during the Class Period; (5) the number of Pay Periods worked during the PAGA Period; and (5) such other information as is necessary for the Settlement Administrator to administer this Settlement.

h. "Class Notice" means the Notice of Class Action Settlement, substantially in the form attached hereto as "**Exhibit A**."

i. "Class Period" means the period from October 24, 2018 through February 12, 2025.

j. "Class Settlement" means the settlement and resolution of all Released Class Claims.

k. "Court" means the Superior Court of the State of California for the County of Los Angeles.

l. "Defendants' Counsel" means Teri A. Gibbs and Gregory Blueford of Fisher & Phillips LLP; and Shiva Davoudian, Lauren Manso and Donna Leung of Littler Mendelson, P.C.

m. "Dispute" means a letter submitted by a Class Member disputing the number of

Workweeks and/or Pay Periods which have been credited to them, which must: (a) contain the case name and number of the Action; (b) contain the Class Member's full name, signature, address, telephone number, and the last four (4) digits of the Class Member's Social Security number; (c) clearly state that the Class Member disputes the number of Workweeks and/or Pay Periods credited to the Class Member and what the Class Member contends is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

n. "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (i) this Agreement has been executed by Plaintiff, Defendants, Class Counsel, and Defendants' Counsel; (ii) the Court entered a Preliminary Approval Order; (iii) the Class Notice has been sent to the Class Members, providing them notice and opportunity to object to the Settlement, and notice and opportunity to opt out of the Settlement; (iv) notice of this Settlement has been sent to the LWDA; (v) the Court has held a Final Approval Hearing and entered a Final Approval Order and Final Judgment; and (vi) the later of the following events: five (5) court days after the period for filing any appeal, writ, or other appellate proceeding opposing the Final Approval Order or Final Judgment has elapsed without any appeal, writ, or other appellate proceeding having been filed (i.e., 65 days from the date the Court enters Final Approval Order and Final Judgment); or, if any appeal, writ, or other appellate proceeding opposing the Final Approval Order and Judgment has been filed within that timeframe, then five (5) court days after any appeal, writ, or other appellate proceedings opposing the Settlement has finally and conclusively dismissed with no right to pursue further remedies or relief.

o. "Employer Taxes" means the employer's share of taxes and contributions in connection with the wages portion of Individual Settlement Shares, which shall be paid by Defendants in addition to the Gross Settlement Amount.

p. "Enhancement Payment" means the amount to be paid to Plaintiff, in recognition of his effort and work in prosecuting the Action on behalf of Class Members and Aggrieved Employees, and general release of claims, as set forth in Paragraph 16.

q. "Final Approval" means the determination by the Court that the Settlement is fair, reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.

r. "Final Approval Hearing" means the hearing at which the Court will consider and determine whether the Settlement should be granted Final Approval.

s. "Final Approval Order and Judgment" means the order granting final approval of the Settlement and entering judgment thereon, in a form and content mutually agreed to by the Parties, and subject to approval by the Court.

t. "Gross Settlement Amount" means the Belcan Settlement Amount and PPG Settlement together, which totals the amount of One Million Seven Hundred Seventy-Five Thousand Dollars and Zero Cents ($1,775,000.00) to be paid by Defendants in full satisfaction of the Action, Released Class Claims, and Released PAGA Claims, which includes all Attorneys' Fees and Costs, Enhancement Payment, PAGA Amount, Settlement Administration Costs, and Net Settlement Amount to be paid to the Settlement Class Members. Defendants shall pay the Employer Taxes separately and in addition to the Gross Settlement Amount. The Gross Settlement Amount is non-reversionary; no portion of the Gross Settlement Amount will return to Defendants. The Gross Settlement Amount is subject to increase, as provided in Paragraph 17.

u. "Individual PAGA Payment" means the *pro rata* share of the Aggrieved Employee Amount that an Aggrieved Employee may be eligible to receive under the PAGA Settlement, to be calculated in accordance with Paragraph 19.

v. "Individual Settlement Payment" means the net payment of each Settlement Class Member's Individual Settlement Share, after reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share, as provided in Paragraph 20.

w. "Individual Settlement Share" means the *pro rata* share of the Net Settlement Amount that a Class Member may be eligible to receive under the Class Settlement, to be calculated in accordance with Paragraph 18.

x. "LWDA Payment" means the amount of Sixty-Seven Thousand Five Hundred and Zero Cents ($67,500.00), i.e., 75% of the PAGA Amount, that the Parties have agreed to pay to the LWDA under the PAGA Settlement, as set forth in Paragraph 15.

y. "Net Settlement Amount" means the portion of the Gross Settlement Amount that is available for distribution to Settlement Class Members, which is the Gross Settlement Amount less the Court-approved Attorneys' Fees and Costs, Enhancement Payment, PAGA Amount, and Settlement Administration Costs.

z. "Notice of Objection" means a Settlement Class Member's written objection to the Class Settlement, which must: (a) contain the case name and number of the Action; (b) contain the objector's full name, signature, address, telephone number, and the last four (4) digits of the objector's Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

aa. "PAGA Amount" means the allocation of Ninety Thousand Dollars and Zero Cents ($90,000.00) from the Gross Settlement Amount for the PAGA Settlement. Seventy-five percent (75%) of the PAGA Amount, or $67,500.00, will be paid to the LWDA (i.e., the LWDA Payment) and the remaining twenty-five percent (25%), or $22,500.00, will be distributed to the Aggrieved Employees (i.e., the Aggrieved Employee Amount).

bb. "PAGA Period" means the period from October 24, 2021 through February 12, 2025.

cc. "PAGA Settlement" means the settlement and resolution of all Released PAGA Claims.

dd. "Pay Periods" means the number of pay periods each Aggrieved Employee worked at least one day for Defendants as an hourly-paid and/or non-exempt employee in California during the PAGA Period.

ee. "Preliminary Approval" means the date on which the Court enters the Preliminary Approval Order.

ff. "Preliminary Approval Order" means the order granting preliminary approval of the Settlement, in a form and content mutually agreed to by the Parties, and subject to approval by the Court.

gg. "PPG Settlement Amount" means the sum of Six Hundred Twenty-Five Thousand Dollars and Zero Cents ($625,000.00) to be paid by PPG Defendants in exchange for the settlement and release of all claims against the PPG Defendants in this Action.

hh. "Released Class Claims" means any and all claims which were alleged or which could have been reasonably alleged based on the factual allegations in the Operative Complaint and Amended LWDA letter, arising during the Class Period, which shall specifically include claims for Defendants' alleged failure to pay all wages (including minimum, regular, overtime double time, on-call time, reporting time, paid sick leave), provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide accurate wage statements, failure to maintain accurate payroll records, and failure to reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 218.5, 221, 225, 226(a), 226.3, 226.7, 246, 510, 512, 558,1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 1199, 2800, and 2802, the applicable Industrial Welfare Commission Wage Order, and California Business and Professions Code sections 17200, *et seq*.

ii. "Released PAGA Claims" means any and all claims arising from any of the factual allegations in the Amended PAGA Letter, and Operative Complaint, , arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq*., which shall specifically include claims for Defendants' alleged failure to pay all wages (including minimum, regular, overtime double time, on-call time, reporting time, paid sick leave), provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide accurate wage statements, failure to maintain accurate payroll records, and failure to reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 201.3, 202, 203, 204, 210, 218.5, 221, 225, 226(a), 226.3, 226.7, 246, 510, 512, 558,1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 1199, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Order.

jj. "Released Parties" means Defendants and their current and former officers, directors, members, insurers, shareholders, parent companies, subsidiaries, affiliates, predecessors, successors, and assigns, including PPG Industries, Inc.

kk. "Request for Exclusion" means a letter submitted by a Class Member indicating a request to be excluded from the Class Settlement, which must: (a) contain the case name and number of the Action; (b) contain the Class Member's full name, signature, address, telephone number, and last four (4) digits of the Class Member's Social Security number; (c) clearly state that the Class Member does not wish to be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

ll. "Response Deadline" means the deadline by which Class Members must submit a Request for Exclusion, Notice of Objection, and/or Dispute, which shall be the date that is forty-five (45) calendar days from the initial mailing of the Class Notice by the Settlement Administrator to Class Members, unless the 45th day falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended to the next day on which the United States Postal service is open. The Response Deadline may also be extended by express agreement between Class Counsel and Defendants' Counsel. In the event that a Class Notice is re-mailed to a Class Member, the Response Deadline for that Class Member shall be extended fifteen (15) calendar days from the original Response Deadline.

mm. "Settlement Administrator" means Apex Class Action, LLC, or any other third-party class action settlement administrator agreed to by the Parties and approved by the Court for purposes of administrating the Settlement. The Parties and their counsel each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

nn. "Settlement Administration Costs" means the costs payable from the Gross Settlement Amount to the Settlement Administrator for administrating the Settlement, as set forth in Paragraph 16.

oo. "Settlement Class" or "Settlement Class Member(s)" means all Class Members who do not submit a timely and valid Request for Exclusion.

pp. "Workweeks" means the number of weeks each Class Member worked for Defendants for at least one day, as an hourly-paid and/or non-exempt employee in California during the Class Period.

CLASS CERTIFICATION

13. For the purposes of this Settlement only, the Parties stipulate to the certification of the Class.

14. The Parties agree that certification for the purpose of settlement is not an admission that certification is proper under Section 382 of the California Code of Civil Procedure. Should, for whatever reason, the Court not grant Final Approval, the Parties' stipulation to class certification as part of the Settlement shall become null and void ab initio and shall have no bearing on, and shall not be admissible in connection with, the issue of whether or not certification would be inappropriate in a non-settlement context. Should, for whatever reason, the Court not grant Final Approval, Plaintiff's Amended Complaint and Amended PAGA Letter will be stricken from the record and the First Amended Complaint and PAGA Letter will again become the operative complaint and operative LWDA letter.

TERMS OF THE AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

15. Attorneys' Fees and Costs. Defendants agree not to oppose or impede any application or motion by Class Counsel for attorneys' fees in the amount up to thirty-five percent (35%) of the Gross Settlement Amount (i.e., $621,250.00 if the Gross Settlement Amount is $1,775,000.00) and reimbursement of actual costs and expenses associated with Class Counsel's litigation and settlement of the Action, in an amount not to exceed Thirty-Five Thousand Dollars and Zero Cents ($35,000.00), both of which will be paid from the Gross Settlement Amount. These amounts will cover any and all work performed and any and all costs incurred by Class Counsel in connection with the litigation of the Action, including without limitation all work performed and costs incurred to date, and all work to be performed and all costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts received. The Settlement

Administrator shall issue an IRS Form 1099 to Class Counsel for the Attorneys' Fees and Costs. Any portion of the requested Attorneys' Fees and Costs that is not awarded by the Court to Class Counsel shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members.

16. Enhancement Payment. Defendants agree not to oppose or impede any application or motion by Plaintiff for an Enhancement Payment in the amount up to fifteen thousand dollars and zero cents ($15,000.00). The Enhancement Payment, which will be paid from the Gross Settlement Amount, subject to Court approval, will be in addition to his Individual Settlement Payment as a Settlement Class Member and Individual PAGA Payment as an Aggrieved Employee. Plaintiff shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts received. The Settlement Administrator shall issue an IRS Form 1099 to Plaintiff for the Enhancement Payment. Any portion of the requested Enhancement Payment that is not awarded by the Court to Plaintiff shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members.

17. PAGA Amount. Subject to approval by the Court, the Parties agree that the amount of Ninety Thousand Dollars and Zero Cents ($90,000.00) shall be allocated from the Gross Settlement Amount toward penalties under the Private Attorneys General Act, California Labor Code Section 2698, *et seq*. (i.e., the PAGA Amount), of which seventy-five percent (75%), or $67,500.00, will be paid to the LWDA (i.e., the LWDA Payment) and twenty-five percent (25%), or $22,500.00, will be distributed to Aggrieved Employees (i.e., the Aggrieved Employee Amount) on a *pro rata* basis, based on the total number of Pay Periods worked by each Aggrieved Employee during the PAGA Period (i.e., the Individual PAGA Payments).

18. Settlement Administration Costs. The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments under the Settlement, which is currently estimated not to exceed Fifteen Thousand Five Hundred Dollars ($15,500). These costs, which will be paid from the Gross Settlement Amount, subject to Court approval, will include, *inter alia*, translating the Class Notice to Spanish, printing, distributing, and tracking Class Notices and other documents for the Settlement, calculating and distributing payments due under the Settlement, issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings,

and remittances, providing necessary reports and declarations, and other duties and responsibilities set forth herein to process the Settlement, and as requested by the Parties. To the extent the actual Settlement Administrator's costs are greater than the estimated amount stated herein, such excess amount will be deducted from the Gross Settlement Amount, subject to approval by the Court. Any portion of the estimated, designated, and/or awarded Settlement Administration Costs which are not in fact required to fulfill payment to the Settlement Administrator to undertake the required settlement administration duties shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members.

19. Escalator Clause. Defendants have represented that the Class Members worked a total of 49,237 Workweeks from October 24, 2018 to February 3, 2025. If it is determined by the Settlement Administrator that the total number of Workweeks released by the Class Members during the Class Period actually exceeds 49,237 by more than 5% (i.e., if the Workweeks exceed 51,699), then the Gross Settlement Amount will be increased on a *pro rata* basis equal to the percentage increase in the number of Workweeks worked by the Class Members above 5%. For example, if the number of Workweeks increases by 6% , then the Gross Settlement Amount will increase by 1%. If the number of workweeks increases by more than five percent (5%), Defendants, at their sole discretion, may adjust the end date of the Class Period and PAGA Period to the date the Workweeks do not exceed 49,237 Workweeks, in order to avoid triggering an increase to the Gross Settlement Amount.

20. Individual Settlement Share Calculations. Individual Settlement Shares will be calculated and apportioned from the Net Settlement Amount based on the Class Members' number of Workweeks, as follows:

a. After Preliminary Approval, the Settlement Administrator will divide the Net Settlement Amount by the Workweeks of all Class Members to yield the "Estimated Workweek Value," and multiply each Class Member's individual Workweeks by the Estimated Workweek Value to yield each Class Member's estimated Individual Settlement Share that the Class Member may be entitled to receive under the Class Settlement.

b. After Final Approval, the Settlement Administrator will divide the final Net Settlement Amount by the Workweeks of all Settlement Class Members to yield the "Final Workweek

Value," and multiply each Settlement Class Member's individual Workweeks by the Final Workweek Value to each Settlement Class Member's final Individual Settlement Share.

21. Individual PAGA Payment Calculations. Individual PAGA Payments will be calculated and apportioned from the Aggrieved Employee Amount based on the Aggrieved Employees' number of Pay Periods, as follows: The Settlement Administrator will divide the Aggrieved Employee Amount, i.e., 25% of the PAGA Amount, by the Pay Periods of all Aggrieved Employees to yield the "Pay Period Value," and multiply each Aggrieved Employee's individual Pay Periods by the Pay Period Value to yield each Aggrieved Employee's Individual PAGA Payment.

22. Tax Treatment of Individual Settlement Shares and Individual PAGA Payments. Each Individual Settlement Share will be allocated as follows: twenty percent (20%) wages and forty percent (40%) interest, and forty percent (40%) penalties and non-wage damages. The portion allocated to wages will be reported on an IRS Form W-2 and the portions allocated to penalties, interest, and non-wage damages will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. The Settlement Administrator will withhold the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Shares, and issue checks to Settlement Class Members for their Individual Settlement Payments (i.e., payment of their Individual Settlement Share net of these taxes and withholdings). The Employer Taxes will be paid separately and in addition to the Gross Settlement Amount. Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties and will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator.

23. Administration of Taxes by the Settlement Administrator. The Settlement Administrator will be responsible for issuing to Plaintiff, Settlement Class Members, Aggrieved Employees, and Class Counsel any tax forms (i.e., IRS Forms W-2, IRS Forms 1099, etc.) as may be required by law for all amounts paid pursuant to this Settlement Agreement. The Settlement Administrator will also be responsible for calculating the Employer Taxes and forwarding all payroll taxes and other legally required withholdings to the appropriate government authorities.

24. Tax Liability. Plaintiff, Class Counsel, Defendants, and Defendants' Counsel do not intend anything contained in this Settlement Agreement to constitute advice regarding taxes or

taxability, nor shall anything in this Settlement Agreement be relied on as such. Plaintiff, Settlement Class Members, and Aggrieved Employees are not relying on any statement, representation, or calculation by Defendants, the Settlement Administrator, or Class Counsel in this regard. Plaintiff, Settlement Class Members, and Aggrieved Employees understand and agree that Plaintiff, Settlement Class Members, and Aggrieved Employees will be solely responsible for the payment of any taxes and penalties assessed on the payments described in this Settlement Agreement. Plaintiff, Settlement Class Members, and Aggrieved Employees should consult with their tax advisors concerning the tax consequences of any payment they receive under the Settlement.

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

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BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS SETTLEMENT AGREEMENT.

26. Settlement Awards Do Not Trigger Additional Benefits. All payments made under the Settlement shall be deemed to be paid to the payee solely in the year in which such payments actually are issued to the payee. It is expressly understood and agreed that payments made under this Settlement shall not in any way entitle Plaintiff, Settlement Class Members, or any Aggrieved Employee to additional compensation or benefits under any new or additional compensation or benefits, or any bonus, contest, or other compensation or benefit plan or agreement in place during the Class Period, nor will it entitle Plaintiff, Settlement Class Members, or any Aggrieved Employee to any increased retirement, 401K benefits or matching benefits, or deferred compensation benefits (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the Class Period).

27. Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement. Plaintiff will obtain a hearing date from the Court for Plaintiff's motion for preliminary approval of the Settlement, which Class Counsel will be responsible for drafting, and submit this Settlement Agreement to the Court in support of said motion. Class Counsel will provide Defendants' Counsel a draft of the preliminary approval motion before filing it with the Court. Defendants agree not to oppose the motion for preliminary approval of the Settlement consistent with this Settlement Agreement. By way of said motion, Plaintiff will apply for the entry of the Preliminary Approval Order seeking the following:

a. Conditionally certifying the Class for settlement purposes only;

b. Granting Preliminary Approval of the Settlement, including preliminary approval of the scope of the Released Class Claims and Released PAGA Claims;

c. Preliminarily appointing Plaintiff as the representative of the Class and Aggrieved Employees;

d. Preliminarily appointing Class Counsel as counsel for the Class;

e. Approving as to form and content, the mutually-agreed upon and proposed

Class Notice and directing its mailing by First Class U.S. Mail;

f. Approving the manner and method for Class Members to request exclusion from or object to the Class Settlement as contained herein and within the Class Notice; and

g. Scheduling a Final Approval Hearing at which the Court will determine whether Final Approval of the Settlement should be granted.

28. Notice of Settlement to the LWDA. Pursuant to California Labor Code § 2699(1)(2), Class Counsel shall notify the LWDA of the Settlement.

29. Delivery of Class List. Within twenty one (21) calendar days of Preliminary Approval, Defendants will provide the Class List to the Settlement Administrator.

30. Notice by First-Class U.S. Mail.

a. Within seven (7) calendar days after receiving the Class List from Defendants, the Settlement Administrator will perform a search based on the National Change of Address Database or any other similar services available, such as provided by Experian, for information to update and correct for any known or identifiable address changes, and will mail a Class Notice in English and Spanish (in the form attached as **Exhibit A** to this Settlement Agreement) to all Class Members via First-Class U.S. Mail, using the most current, known mailing addresses identified by the Settlement Administrator.

b. Any Class Notice returned to the Settlement Administrator as undeliverable on or before the Response Deadline will be sent promptly via First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on the Class Notice. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace or other search, using the name, address, and/or Social Security number of the Class Member, and perform a single re-mailing within ten (10) calendar days.

c. Compliance with the procedures described herein above shall constitute due and sufficient notice to Class Members of the Settlement and shall satisfy the requirements of due process. Nothing else shall be required of or done by the Parties, Class Counsel, or Defendants' Counsel to provide notice of the Settlement.

31. Disputes Regarding Workweeks and/or Pay Periods. Class Members will have an opportunity to dispute the number of Workweeks and/or Pay Periods which have been credited to them, as reflected in their respective Class Notices, by submitting a timely and valid Dispute to the Settlement Administrator, by mail, postmarked on or before the Response Deadline. The date of the postmark on the return mailing envelope will be the exclusive means to determine whether a Dispute has been timely submitted. Absent evidence rebutting the accuracy of Defendants' records and data as they pertain to the number of Workweeks and/or Pay Periods to be credited to a disputing Class Member, Defendants' records will be presumed to be correct and determinative of the dispute. However, if a Class Member produces information and/or documents to the contrary, the Settlement Administrator will evaluate the materials submitted by the Class Member and the Settlement Administrator will resolve and determine the number of eligible Workweeks and/or Pay Periods that the disputing Class Member should be credited with under the Settlement. The Settlement Administrator's decision on such disputes will be final and non-appealable.

32. Requesting Exclusion from the Class Settlement. Any Class Member wishing to be excluded from the Class Settlement must submit a timely and valid Request for Exclusion to the Settlement Administrator, by mail, postmarked on or before the Response Deadline. The date of the postmark on the return mailing envelope will be the exclusive means to determine whether a Request for Exclusion has been timely submitted. The Settlement Administrator will certify jointly to Class Counsel and Defendants' Counsel the number of timely and valid Requests for Exclusion that are submitted, and also identify the individuals who have submitted a timely and valid Request for Exclusion in a declaration that is to be filed with the Court in advance of the Final Approval Hearing. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to request exclusion from the Class Settlement. Any Class Member who submits a Request for Exclusion is prohibited from making any objection to the Class Settlement. Any Class Member who submits a timely and valid Request for Exclusion will not be bound by the Class Settlement and will not be issued an Individual Settlement Payment. Any Class Member who does not affirmatively request exclusion from the Class Settlement by submitting a timely and valid Request for Exclusion will be bound by all of the terms of the Class Settlement, including and not limited to those pertaining

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to the Released Class Claims, as well as any judgment that may be entered by the Court if it grants Final Approval to the Settlement. Notwithstanding the above, pursuant to *Arias v. Superior Ct. (Dairy),* 46 Cal. 4th 969 (2009), Class Members who exclude themselves from the Class Settlement, shall still receive an Individual PAGA Payment and release all claims for penalties pursuant to the PAGA during the PAGA Period..

33. Objecting to the Class Settlement. To object to the Class Settlement, Settlement Class Members must submit a timely and complete Notice of Objection to the Settlement Administrator, by mail, postmarked on or before the Response Deadline. The date of the postmark on the return mailing envelope will be the exclusive means to determine whether a Notice of Objection has been timely submitted. The Settlement Administrator will certify jointly to Class Counsel and Defendants' Counsel the number of Notices of Objection that are submitted (specifying which ones were timely and complete and which were not), and also attach them to a declaration that is to be filed with the Court in advance of the Final Approval Hearing. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Settlement Class Members to object to the Class Settlement or appeal from the Final Approval Order and Judgment. Settlement Class Members, individually or through counsel, may also present their objection orally at the Final Approval Hearing, regardless of whether they have submitted a Notice of Objection.

34. Reports by the Settlement Administrator. The Settlement Administrator shall provide weekly reports to counsel for the Parties providing: (a) the number of undeliverable and re-mailed Class Notices; (ii) the number of Class Members who have submitted Disputes; (iii) the number of Class Members who have submitted Requests for Exclusion; and (iv) the number of Settlement Class Members who have submitted Notices of Objection. Additionally, the Settlement Administrator will provide to counsel for the Parties any updated reports regarding the administration of the Settlement Agreement as needed or requested, and immediately notify the Parties when it receives a request from an individual or any other entity regarding inclusion in the Class and/or Settlement or regarding a Dispute.

35. Defendants' Right to Rescind. If Settlement Class Members representing more than an aggregate total of five percent (5%) of the outstanding workweeks submit timely and valid Requests

for Exclusion, Defendants may elect to rescind the Settlement Agreement. Defendants must exercise this right of rescission in writing that is provided to Class Counsel within seven (7) calendar days of the Settlement Administrator notifying the Parties of the number of Class Members who have submitted timely and valid Requests for Exclusion following the Response Deadline. If Defendants exercise this option, Defendants shall pay any costs of settlement administration owed to the Settlement Administrator incurred up to that date.

36. Certification of Completion. Upon completion of administration of the Settlement, the Settlement Administrator will provide a written declaration under oath to certify such completion to the Court and counsel for all Parties.

37. Duties of the Parties with Respect to Obtaining Final Approval of the Settlement. After the Response Deadline, a Final Approval Hearing will be conducted to determine whether Final Approval of the Settlement should be granted, along with the amounts properly payable for: (a) Individual Settlement Shares; (b) Individual PAGA Payments; (c) LWDA Payment; (d) Attorneys' Fees and Costs; (e) Enhancement Payment; and (f) Settlement Administration Costs. The Final Approval Hearing will not be held earlier than thirty (30) calendar days after the Response Deadline. Plaintiff and Class Counsel will be responsible for drafting the motion seeking Final Approval of the Settlement. Class Counsel will provide Defendants' Counsel a draft of the final approval motion at least seven (7) calendar days before filing it with the Court. By way of said motion, Plaintiff will apply for the entry of the Final Approval Order and Judgment, which will provide for, in substantial part, the following:

a. Approval of the Settlement as fair, reasonable, and adequate, and directing consummation of its terms and provisions;

b. Certification of the Settlement Class for purposes of settlement;

c. Approval of scope of the Released Class Claims and Released PAGA Claims as to all Released Parties;

d. Approval of the application for Attorneys' Fees and Costs to Class Counsel;

e. Approval of the application for Enhancement Payment to Plaintiff;

f. Directing Defendants to fund all amounts due under the Settlement Agreement and ordered by the Court; and

g. Entering judgment in the Action, while maintaining continuing jurisdiction, in conformity with California Rules of Court 3.769 and the Settlement Agreement.

38. Funding of the Gross Settlement Amount. No later than twenty-one (21) business days after the Effective Date, Defendants will deposit the Gross Settlement Amount into a Qualified Settlement Fund ("QSF") within the meaning of Treasury Regulation Section 1.468B-1, *et seq.*, to be established by the Settlement Administrator. Defendants shall provide all information necessary for the Settlement Administrator to calculate necessary payroll taxes including its official name, 8-digit state unemployment insurance tax ID number, and other information requested by the Settlement Administrator, no later than twenty-one (21) business days after the Effective Date.

39. Distribution of the Gross Settlement Amount. Within ten (10) business days of the funding of the Gross Settlement Amount, the Settlement Administrator will issue the Individual Settlement Payments to Settlement Class Members, Individual PAGA Payments to Aggrieved Employees, LWDA Payment to the LWDA, Enhancement Payment to Plaintiff, Attorneys' Fees and Costs to Class Counsel, and Settlement Administration Costs to itself. The Settlement Administrator shall also set aside the Employer Taxes and all employee-side payroll taxes, contributions, and withholding, and timely forward these to the appropriate government authorities.

40. Settlement Checks. The Settlement Administrator will be responsible for undertaking appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments by way of check to the Settlement Class Members and the Individual PAGA Payments by way of check to the Aggrieved Employees in accordance with this Settlement Agreement. When issuing payments, the Settlement Administrator may combine the Individual Settlement Payment and Individual PAGA Payment into one check if the intended recipient for both payments is one individual. Settlement Class Members and Aggrieved Employees are not required to submit a claim to be issued an Individual Settlement Payment and/or Individual PAGA Payment. Each Individual Settlement Payment and Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and thereafter, shall be canceled. Any funds associated with such canceled checks shall be distributed by the Settlement Administrator to the State of California's Unclaimed Property Division in the name of the Settlement Class Member and/or

Aggrieved Employee. The Parties agree that this disposition results in no "unpaid residue" under California Civil Procedure Code Section 384, as the entire Net Settlement Amount will be paid out to Settlement Class Members, whether or not they cash their settlement checks. Therefore, Defendants will not be required to pay any interest on such amounts. The Settlement Administrator shall undertake amended and/or supplemental tax filings and reporting required under applicable local, state, and federal tax laws that are necessitated due to the cancelation of any Individual Settlement Payment and/or Individual PAGA Payment checks. Settlement Class Members whose Individual Settlement Payment checks are canceled shall, nevertheless, be bound by the Class Settlement, and Aggrieved Employees whose Individual PAGA Payment checks are canceled shall, nevertheless, be bound by the PAGA Settlement.

41. Class Settlement Release. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims.

42. PAGA Settlement Release. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff, the State of California with respect to all Aggrieved Employees, and all Aggrieved Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims.

43. Plaintiff's General Release. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff, individually and on his own behalf, will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, or causes of action of any kind or nature whatsoever, known or unknown, suspected or unsuspected, asserted or unasserted, arising out of, relating to, or resulting from his employment and/or separation of employment with Defendants, which Plaintiff, at any time up until the execution of this Settlement Agreement, had or claimed to have or may have. It is agreed that this is a general release and is to be broadly construed as a release of all claims, provided that, notwithstanding the foregoing, this Paragraph expressly does not include a release of any claims that cannot be released hereunder by

law. Any and all rights granted under any state or federal law or regulation limiting the effect of this Settlement Agreement, including the provisions of Section 1542 of the California Civil Code, ARE HEREBY EXPRESSLY WAIVED. Section 1542 of the California Civil Code reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

44. Final Approval Order and Judgment. Class Counsel shall provide the Settlement Administrator with a copy of the Final Approval Order and Judgment once it is entered by the Court. No individualized notice of the Final Approval Order and Judgment to the Class will be required.

45. Continued Jurisdiction. After entry of the judgment pursuant to the Settlement, the Court will have continuing jurisdiction pursuant to Rule 3.769 of the California Rules of Court and Section 664.6 of the California Code of Civil Procedure, for purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement, (b) settlement administration matters, and (c) such post-judgment matters as may be appropriate under court rules or as set forth in this Settlement Agreement.

46. Effects of Termination or Rescission of Settlement. Termination or rescission of the Settlement Agreement shall have the following effects:

a. The Settlement Agreement shall be void and shall have no force or effect, and no Party shall be bound by any of its terms;

b. In the event the Settlement Agreement is terminated, Defendants shall have no obligation to make any payments to any Party, Class Member, or attorney, except that the terminating Party shall pay the Settlement Administrator for services rendered up to the date the Settlement Administrator is notified that the Settlement has been terminated;

c. The Preliminary Approval Order and Final Approval Order and Judgment, including any order certifying the Class, shall be vacated;

d. The Settlement Agreement and all negotiations, statements, and proceedings relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be restored to their respective positions in the Action prior to the execution of the Settlement Agreement;

e. Neither this Settlement Agreement, nor any ancillary documents, actions, statements, or filings in furtherance of the Settlement (including all matters associated with the mediation) shall be admissible or offered into evidence in the Action or any other action for any purpose whatsoever; and

f. Any documents generated to bring the Settlement into effect, including the filing of the Second Amended Complaint in this Action, will be null and void, and any order or judgment entered by the Court in furtherance of this Settlement Agreement will likewise be treated as void from the beginning.

47. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and discharged.

48. Exhibits Incorporated by Reference. The terms of this Settlement include the terms set forth in any attached exhibits, which are incorporated by this reference as though fully set forth herein. Any exhibits to this Settlement Agreement are an integral part of the Settlement.

49. Entire Agreement. This Settlement Agreement and any attached exhibits constitute the entirety of the Parties' agreement relating to the settlement and transaction completed thereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged herein. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties. The Parties expressly recognize California Civil Code Section 1625 and California Code of Civil Procedure Section 1856(a), which provide that a written agreement is to be construed according to its terms and may not be varied or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or written representations or terms will modify, vary, or contradict the terms of this Settlement Agreement.

50. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in

the Action (including with respect to California Code of Civil Procedure Section 583.310), except such proceedings necessary to implement and complete this Settlement Agreement, pending the Final Approval Hearing to be conducted by the Court.

51. Amendment or Modification. Prior to the filing of the motion for preliminary approval of the Settlement, the Parties may not amend or modify any provision of this Settlement Agreement except by written agreement signed by counsel for all Parties. After the filing of the motion for preliminary approval of the Settlement, the Parties may not amend or modify any provision of this Settlement Agreement except by written agreement signed by counsel for all the Parties and subject to Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

52. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under state or federal law.

53. Signatories. It is agreed that because the members of the Class are so numerous, it is impossible or impractical to have each Settlement Class Member or Aggrieved Employee execute this Settlement Agreement. The Class Notice will advise all Class Members of the binding nature of the Class Settlement as to the Settlement Class Members and the binding nature of the PAGA Settlement as to the Aggrieved Employees, and the releases provided for by this Settlement Agreement shall have the same force and effect as if this Settlement Agreement were executed by each Settlement Class Member and Aggrieved Employee.

54. Binding on Successors and Assigns. This Settlement Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

55. California Law Governs. All terms of this Settlement Agreement and attached exhibits hereto will be governed by and interpreted according to the laws of the State of California.

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

57. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Settlement after arm's length negotiations and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement Agreement. In addition, if necessary to obtain approval of the Settlement, the Mediator may execute a declaration supporting the Settlement and the reasonableness of the Settlement and the Court may, in its discretion, contact the Mediator to discuss the Settlement and whether or not the Settlement is objectively fair and reasonable.

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

59. Plaintiff's Cooperation. Plaintiff agrees to sign this Settlement Agreement and, by signing this Settlement Agreement, is hereby bound by the terms herein and agrees to fully cooperate to implement the Settlement.

60. Non-Admission of Liability. The Parties enter into this Settlement Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of continued litigation. In entering into this Settlement Agreement, Defendants do not admit, and specifically denies, it has violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to its employees. Neither this Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be

construed as an admission or concession by Defendants of any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Settlement Agreement, this Settlement Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendants or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local, or other applicable law.

61. Captions. The captions and paragraph numbers in this Settlement Agreement are inserted for the reader's convenience, and in no way define, limit, construe, or describe the scope or intent of the provisions of this Settlement Agreement.

62. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed more strictly against one Party than another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations between the Parties, all Parties have contributed equally to the preparation of this Settlement Agreement.

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

64. All Terms Subject to Final Court Approval. All amounts and procedures described in this Settlement Agreement herein will be subject to final Court approval.

65. Notices. All notices, demands, and other communications to be provided concerning the Settlement Agreement shall be in writing and deemed to have been duly given as of the third business day after mailing by First Class U.S. Mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff and Class Counsel:
Jonathan M. Genish
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To Belcan Defendants:
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To PPG Defendants:
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Lauren Manso
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LITTLER MENDELSON, P.C.
2049 Century Park East 5th Floor
Los Angeles, California 90067
Tel: (310) 553-0308 / Fax (310) 553-5583

66. Cooperation and Execution of Necessary Documents. All Parties and their counsel will cooperate with each other in good faith and use their best efforts to implement the Settlement, including and not limited to, executing all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the assistance of the Mediator and then the Court to resolve such disagreement.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action and PAGA Settlement between Plaintiff and Defendants:

IT IS SO AGREED.

PLAINTIFF IGNACIO DUENAS

Dated: 10/02/2025

Plaintiff Ignacio Duenas

DEFENDANT BELCAN ENGINEERING GROUP, LLC

Dated: ____________________

Full Name: ____________________

Title: ____________________
On behalf of Defendant Belcan Engineering Group, LLC

DEFENDANT BELCAN SERVICES GROUP LIMITED PARTNERSHIP

Dated: ____________________

Full Name: ____________________

Title: ____________________
On behalf of Defendant Belcan Services Group, LP

DEFENDANT PRC-DESOTO INTERNATIONAL

Dated: October 6, 2025

Full Name: Sam Millikin

Title: President and CEO
On behalf of Defendant Prc-Desoto International

DEFENDANT SIERRACIN/SYLMAR CORPORATION

Dated: October 6, 2025

Full Name: Sam Millikin

Title: President and CEO
On behalf of Defendant Sierracin/Sylmar Corporation

IT IS SO AGREED.

PLAINTIFF IGNACIO DUENAS

Dated: 10/02/2025

Plaintiff Ignacio Duenas

DEFENDANT BELCAN ENGINEERING GROUP, LLC

Dated: Oct 9, 2025

Paul Dorger
Paul Dorger (Oct 9, 2025 15:01:07 EDT)

Full Name: Paul Dorger

Title: EVP & General Counsel

On behalf of Defendant Belcan Engineering Group, LLC

DEFENDANT BELCAN SERVICES GROUP LIMITED PARTNERSHIP

Dated: Oct 9, 2025

Paul Dorger
Paul Dorger (Oct 9, 2025 15:01:07 EDT)

Full Name: Paul Dorger

Title: EVP & General Counsel

On behalf of Defendant Belcan Services Group, LP

DEFENDANT PRC-DESOTO INTERNATIONAL

Dated: ____________________

____

Full Name: ____________________

Title: ____________________

On behalf of Defendant Prc-Desoto International

DEFENDANT SIERRACIN/SYLMAR CORPORATION

Dated: ____________________

____

Full Name: ____________________

Title: ____________________

On behalf of Defendant Sierracin/Sylmar Corporation

APPROVED AS TO FORM ONLY:

BLACKSTONE LAW, APC

Dated: 10/02/2025

A. Blanchard

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Annabel Blanchard
Attorneys for Plaintiff Ignacio Duenas and Proposed Class Counsel

FISHER & PHILLIPS LLP

Dated: October 9, 2025

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Gregory Blueford
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LITTLER MENDELSON, P.C.

Dated: October 6, 2025

Shiva Shirazi Davoudian

Shiva Shirazi Davoudian
Lauren Manso
Attorneys for Defendant PRC-Desoto International and Sierracin/Sylmar Corporation

EXHIBIT 4

Outlook

Thank you for your Proposed Settlement Submission

Desde no-reply@formassembly.com <no-reply@formassembly.com>
Fecha Lun 13/10/2025 12:30
Para Lorena Bautista <lbautista@blackstonepc.com>

[External Email].

10/13/2025 10:30:28 AM

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

Item submitted: Proposed Settlement

On 10/13/2025 10:30:28 AM your Proposed Settlement was successfully processed for case number LWDA-CM-913969-22

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