

PAGA SETTLEMENT AGREEMENT AND RELEASE OF PAGA CLAIMS

This PAGA Settlement Agreement and Release of PAGA Claims (“Agreement”) is made by and between Plaintiff Javier Muzquiz (“Plaintiff”) and Defendant Briles Aerospace, LLC (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means Plaintiff’s representative PAGA lawsuit against Defendant captioned: *Javier Muzquiz v. Briles Aerospace, LLC* (Superior Court of California, County of Los Angeles, Case No. 23STCV15241).
- 1.2. “Administrator” or “Settlement Administrator” means Apex Class Action, LLC (“Apex”) the neutral entity appointed to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse Administrator for its reasonable fees and expenses in accordance with the Administrator’s quote submitted to the Court for approval of this Settlement.
- 1.4. “Aggrieved Employee Data” means Aggrieved Employees’ identifying information in Defendant’s possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of Pay Periods.
- 1.5. “Court” means the Superior Court of California, County of Los Angeles.
- 1.6. “Defense Counsel” means the law firm of Boren, Osher & Luftman, LLP, including Amanda N. Luftman.
- 1.7. “Effective Date” shall mean the date the Court approves the settlement and enters judgment in the Action.
- 1.8. “Gross Settlement Amount” means \$252,000.00, which is the total amount Defendant agrees to pay under the Settlement as provided in Paragraph 3.1 below. The Gross Settlement Amount represents the total amount payable under this Agreement by Defendant, and shall include all payments incurred as part of the Settlement, including, without limitation, Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees, PAGA Counsel Costs, PAGA Representative Enhancement Award, and the Administrator’s Expenses Payment.
- 1.9. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.10. “Judgment” means the judgment entered by the Court based upon the approval of this PAGA Settlement.
- 1.11. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

- 1.12. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.13. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Counsel Fees, PAGA Counsel Costs, the Administration Expenses Payment, and the PAGA Representative Enhancement Award.
- 1.14. “PAGA” means the Private Attorneys General Act (Labor Code § 2698 *et seq.*).
- 1.15. “PAGA Counsel” means GrahamHollis, APC, including Vilmarie Cordero and Allison E. Schubert, the attorneys representing Plaintiff in the Action.
- 1.16. “PAGA Counsel Fees” and “PAGA Counsel Costs” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred in prosecution of the Action.
- 1.17. “PAGA Explanatory Letter” means the Court-approved form of the Notice of PAGA Representative Action Settlement.
- 1.18. “PAGA Notices” means Plaintiff’s December 7, 2022 and May 11, 2023 letters to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.19. “PAGA Period” means the period from April 25, 2022 to May 2, 2025, subject to the Escalator Clause in Paragraph 3.1.2 in the event the number of Pay Periods exceeds the 10% threshold at the time of Court approval.
- 1.20. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Net Settlement Amount, allocated 25% to the Aggrieved Employees and 75% to LWDA.
- 1.21. “PAGA Representative Enhancement Award” means the enhancement payment awarded to Plaintiff in an amount not to exceed \$5,000 in recognition for the work performed as the PAGA representative.
- 1.22. “Pay Period” means any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period, i.e., was not on vacation or a leave of absence. Pay Periods shall be calculated using Aggrieved Employees’ hire dates, dates of termination, and rehire dates with respect to relevant roles, as applicable.
- 1.23. “Plaintiff” means Javier Muzquiz, the named representative PAGA plaintiff in the Action.
- 1.24. “Released PAGA Claims” means all claims made or which could have been made for civil penalties under the PAGA, Labor Code section 2698, *et seq.*, based on the facts pled in Plaintiff’s letters to the LWDA and the complaint being released by Plaintiff and the State of California (through Plaintiff as Private Attorneys General) as described in Paragraph 5 below.

- 1.25. "Released Parties" means: Defendant and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.
- 1.26. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.
- 1.27. "Settlement Group" shall consist of all current and former non-exempt employees who worked for Defendant in the State of California at any time from April 25, 2022 through the end of the PAGA Period, also referred to herein as "Aggrieved Employees."

2. RECITALS.

- 2.1. On June 29, 2023, Plaintiff commenced the Action by filing a class and PAGA complaint alleging causes of action against Defendant for class and representative claims under the Labor Code and PAGA.
- 2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave written notice to Defendant and the LWDA by sending the PAGA Notices.
- 2.3. Plaintiff alleges that Defendant violated the Labor Code by (1) failing to provide compliant meal periods and/or timely pay premiums; (2) failing to provide rest periods and/or timely pay premiums; (3) failing to timely pay all minimum, regular, and overtime wages; (4) failing to provide accurate itemized wage statements; (5) failing to reimburse for business expenses; (6) failing to pay all wages due during and upon separation of employment; and (7) failing to maintain a safe and healthful place of employment.
- 2.4. Defendant denies the allegations in the Action, denies any failure to comply with the laws identified in the Action, and denies any and all liability for the causes of action alleged therein.
- 2.5. On November 20, 2023, Defendant moved to compel Plaintiff's individual wage and hour and non-representative PAGA claims to arbitration.
- 2.6. On January 3, 2024, the Court granted Defendant's motion to compel arbitration of individual claims, to strike the class claims, and to stay the PAGA action pending the outcome of Plaintiff's individual arbitration.
- 2.7. On March 3, 2025, the Parties resolved the entirety of the claims alleged by Plaintiff against Defendant (including his individual wage and hour claims and the PAGA claims) at private mediation with Hon. Carl J. West (Ret.). The resolution of Plaintiff's individual, non-PAGA claims is separate from this Agreement. The resolution of the PAGA claims was memorialized in a Memorandum of Understanding ("MOU") signed by the parties on March 7, 2025.
- 2.8. During the mediation, the Parties engaged in good-faith, arm's length negotiations. At the conclusion of the mediation, the Parties resolved the Action, subject to the execution of this comprehensive PAGA Settlement Agreement and approval by the Court.

- 2.9. Plaintiff, through his counsel, conducted a significant investigation of the PAGA claims prior to attending the mediation. Plaintiff obtained, through informal discovery, Plaintiff's personnel file, time records, and wage statements; Defendant's written policies and exemplars; and time and payroll records for a 35% sample of Aggrieved Employees. Plaintiff also received aggregate data, including the total number of pay periods, total number of current and former Aggrieved Employees, and dates of employment.
- 2.10. The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Defendant shall pay a settlement payment of **\$252,000.00**, which will create a non-reversionary common fund (hereinafter "Gross Settlement Amount" or "GSA") inclusive of Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees, PAGA Counsel Costs, PAGA Representative Enhancement Award, and the Administrator's Expenses Payment.
 - 3.1.1. Defendant has no obligation to pay the Gross Settlement Amount prior to the funding deadline established herein in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.
 - 3.1.2. Escalator Clause. Defendant represents based on a good faith and informed estimate, and available documentation as of March 3, 2025 (the date of the mediation), that there are 3,600 Pay Periods worked by approximately 69 Aggrieved Employees as of March 3, 2025. In the event the number of Pay Periods during the PAGA Period increases by more than 10% over this estimate (i.e., 3,960 pay periods), the GSA shall increase proportionately by the percentage increase over the 10% threshold (i.e., if there is an 11% increase in the number of Pay Periods in the PAGA Period, the GSA will increase by 1%). Alternatively, Defendant shall have the option to cut off the PAGA Period as of the date that there are 3,600 Pay Periods worked.
- 3.2. Net Settlement Amount. The amount remaining after deducting the Court approved PAGA Counsel Fees and PAGA Counsel Costs, the Settlement Administration Expenses Payment, and the PAGA Representative Enhancement Award, shall be known as the "Net Settlement Amount" or "NSA." One Hundred Percent (100%) of the Net Settlement Amount shall be paid as a Labor Code Section 2699 penalty payment and shall be distributed and paid as follows: (i) 75% to the Labor and Workforce Development Agency ("LWDA") and (ii) 25% to the Aggrieved Employees, pursuant to Labor Code section 2699(i). The 25% to be paid to the Aggrieved Employees shall be divided among all Aggrieved Employees based on each Aggrieved Employees' respective number of Pay Periods worked for Defendant in California during the PAGA Period.
- 3.3. Settlement Administration Costs. The reasonable costs incurred by the Settlement Administrator in administering the settlement, as approved by the Court, shall be deducted from the GSA and are

currently estimated not to exceed \$3,990.00. Any reduction by the Court of this request will revert to the NSA.

- 3.4. PAGA Counsel Fees. Defendant will not oppose PAGA Counsel's request for attorneys' fees for up to one third (1/3) of the Gross Settlement Amount or \$84,000.00. Any reduction by the Court of this request will revert to the NSA.
- 3.5. PAGA Counsel Costs. Defendant will not oppose PAGA Counsel's requests for reimbursement of the actually incurred litigation costs. Any reduction by the Court of this request will revert to the NSA.
- 3.6. PAGA Representative Enhancement Payment. Subject to Court approval, Plaintiff will seek an enhancement payment in an amount not to exceed \$5,000 from the GSA, in addition to his Individual PAGA Payment in recognition for the work performed as the PAGA representative. Any reduction by the Court of these requests will revert to the NSA.
- 3.7. The LWDA PAGA Payment. The LWDA PAGA Payment shall be 75% of the NSA.
- 3.8. The Individual PAGA Payments. The Individual PAGA Payments to the Aggrieved Employees will be calculated based on the respective number of Pay Periods each Aggrieved Employee worked during the PAGA Period. It shall be the duty of the Settlement Administrator to calculate the respective number of Pay Periods for each Aggrieved Employee. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms, if applicable. The payments to Aggrieved Employees are entirely civil penalties.
 - 3.8.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the 25% portion of the NSA by the total number of Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's Pay Periods.

4. SETTLEMENT ADMINISTRATION AND FUNDING.

- 4.1. Settlement Administrator. Apex Class Action, LLC will manage the administration of this Settlement. Plaintiff has verified that Apex, as a condition of appointment, agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Settlement Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Settlement Administrator other than a professional relationship arising out of prior experiences administering settlements. The Parties agree that the Settlement Administrator will administer this settlement and will issue to Aggrieved Employees a Form 1099 for all amounts paid as penalties. The Settlement Administrator has a duty to perform or observe all tasks contained in this Agreement or otherwise.
- 4.2. Qualified Settlement Fund. The Settlement Administrator is responsible for establishing the Qualified Settlement Fund ("QSF"). The QSF shall be an interest-bearing account within the meaning of Section 468B of the Internal Revenue Code of 1986, as amended, and Treas. Reg. Section 1.468B-1, et seq., at a federally insured bank that is mutually acceptable to the Parties and

the Settlement Administrator. The Settlement Administrator shall serve as a Trustee of the QSF and shall act as a fiduciary with handling of all tax-related issues, reporting, and payments. The Settlement Administrator shall act in a manner necessary to qualify and maintain the QSF as a Qualified Settlement Fund and the Parties shall cooperate to ensure such treatment and shall not take a position in any filing or before any tax authority inconsistent with such treatment. The Parties agree that the QSF shall be a non-reversionary fund and that under no circumstance will there be any reversion to Defendant of any of the funds from the QSF or the GSA.

- 4.3. Aggrieved Employees Totals. Based on its records, Defendant estimates that, as of March 3, 2025, there were 69 Aggrieved Employees who had worked a total of 3,600 Pay Periods. The Settlement Administrator shall have the final authority in calculating the total Pay Periods worked by the Aggrieved Employees during the PAGA Period, calculated pursuant to the terms of this Agreement. If the total Pay Periods exceeds the estimated amount by 10%, the Settlement Administrator shall notify the Parties within five (5) calendar days of receipt of the Aggrieved Employee Data. Defendant shall have seven (7) business days to decide whether to cap the PAGA Period or to make any additional settlement payments in accordance with the Escalator Clause in this Settlement.
- 4.4. Aggrieved Employee Data. No later than fifteen (15) calendar days after the Effective Date, Defendant will deliver the Aggrieved Employee Data to the Settlement Administrator in the form of a Microsoft Excel spreadsheet or substantially similar format. The Settlement Administrator must maintain the Aggrieved Employee Data secured and in strict confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to the Administrator's employees who need access to the Aggrieved Employee Data to effect and perform the terms under this Agreement. At no time during the Settlement process will any Aggrieved Employee's full Social Security Number be filed by the Parties or the Administrator with the Court, except under seal as may be ordered by the Court. The Settlement Administrator shall ensure that any communications to Aggrieved Employees shall not include any Aggrieved Employees' Social Security Number, except the last four digits, if necessary. Defendant has a continuing duty to immediately notify the Settlement Administrator if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Settlement Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.
- 4.5. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Settlement Administrator no later than thirty (30) calendar days after the Effective Date.
- 4.6. Payments from the Gross Settlement Amount. Within fourteen (14) calendar days after Defendant funds the Gross Settlement Amount, the Settlement Administrator will distribute the Administration Expenses Payment, PAGA Counsel Fees, PAGA Counsel Costs, and PAGA Representative Enhancement Payment.

- 4.7. Mailing of Individual PAGA Payments. Within fourteen (14) calendar days after Defendant funds the Gross Settlement Amount, the Settlement Administrator shall mail the PAGA Explanatory Letter (attached hereto as **Exhibit A**) along with the Individual PAGA Payments to all Aggrieved Employees by first-class U.S. mail. Prior to mailing, the Settlement Administrator shall perform a National Change of Address (NCOA) search and an Accurint®, (or substantially similar) in-depth skip trace to obtain the best possible address for the Aggrieved Employee.
 - 4.7.1. The Settlement Administrator will verify, in writing, that the PAGA Explanatory Letter has been disseminated and will provide such verification to PAGA Counsel and Defense Counsel at the time of mailing. The Settlement Administrator shall maintain records of its work, which will be available for inspection upon request by Defense Counsel.
 - 4.7.2. The face of each Individual PAGA Payment check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Thereafter, any settlement check to an Aggrieved Employee that is not collected within one hundred eighty (180) days of mailing to the Aggrieved Employees shall be cancelled, and funds associated with the check shall be transmitted to the California State Controller's Office, Unclaimed Property Fund in the name of the Aggrieved Employee.
- 4.8. Undeliverable Checks. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, or as requested by the Aggrieved Employee prior to the void date.
 - 4.8.1. If an Individual PAGA Payment is returned as undeliverable with a forwarding address provided by the United States Postal Service before the void date, the Settlement Administrator will promptly resend the Explanatory Letter and Individual PAGA Payment to that forwarding address. If any Individual PAGA Payment is returned from any mailing and/or re-mailed, the Settlement Administrator will note for its own records and notify the Parties' Counsel of the date of such re-mailings as part of a weekly status report provided to the Parties.
 - 4.8.2. If an Individual PAGA Payment is returned as undeliverable without a forwarding address from its first mailing, the Settlement Administrator shall undertake all reasonable efforts to locate a current address, including performing an Experian (or substantially similar) in-depth skip trace or mass search on LexisNexis databases based on set criteria. If the Settlement Administrator obtains a more current address, the Settlement Administrator shall resend the Explanatory Letter and the Individual PAGA Payment to that address. No further action by the Settlement Administrator shall be required regarding undeliverable Explanatory Letters and Individual PAGA Payments.
- 4.9. Uncashed Funds. Any residual amount of the Net Settlement Amount remaining after all Individual PAGA Payments are made resulting from any returned or uncashed checks shall be sent to the California State Controller's Office in the name of the Aggrieved Employee.
- 4.10. Accounting. The Settlement Administrator will provide an accounting under oath to PAGA Counsel and Defense Counsel of the amounts paid from the Settlement prior to any final

accounting hearing set by the Court, or in case no such hearing is required, no later than nine (9) months after the Individual PAGA Payments have been disbursed, or sixty (60) days from the settlement checks' void date, whichever is later.

5. RELEASE OF CLAIMS.

- 5.1. Release by Aggrieved Employees. Upon deposit of the GSA in the Qualified Settlement Fund, Plaintiff and the State of California (through Plaintiff as Private Attorneys General) release any and all claims for civil penalties arising from the claims alleged in the PAGA Notices and operative complaint during the PAGA Period, including any claims for civil penalties arising from Defendant's alleged violations of the California Labor Code, et seq. for, inter alia, failure to provide compliant meal periods and/or timely pay premiums; failure to provide rest periods and/or timely pay premiums; failure to timely pay all minimum, regular, and overtime wages; failure to provide accurate itemized wage statements; failure to reimburse for business expenses; failure to pay all wages due during and upon separation of employment; and failure to maintain a safe and healthful place of employment.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.

- 6.1. Plaintiff's Responsibilities. At least five (5) business days prior to filing, Plaintiff will prepare and deliver to Defense Counsel (i) a draft Motion for Approval and (ii) a draft [Proposed] Order Granting Approval of PAGA Settlement.
- 6.2. Responsibilities of PAGA Counsel. PAGA Counsel are responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than 30 days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's approval Order and Judgment to the Administrator.
- 6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in good faith to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in good faith to modify the Agreement and otherwise satisfy the Court's concerns.

7. CONTINUING JURISDICTION OF THE COURT.

- 7.1. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction pursuant to Code of Civil Procedure Section 664.6 over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

8. ADDITIONAL PROVISIONS.

- 8.1. No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the operative complaint and/or PAGA Notices have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement, this Agreement, and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).
- 8.2. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party, other than the Individual Settlement Agreement agreed to by Plaintiff and Defendant.
- 8.3. Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 8.4. Informed, Voluntary Signature. In entering into this Agreement, Plaintiff, individually and on behalf of the Aggrieved Employees, represents that, before executing this Agreement, he has completely read all the terms herein and that he fully understands and voluntarily accepts the terms after having the opportunity to consult adequate legal counsel of his choice. Plaintiff, individually and on behalf of the Aggrieved Employees, further acknowledges and agrees that he has received a reasonable period of time of at least five (5) business days to consider this Agreement and that the subsequent discovery of any facts by him, whether or not existing on the date of this Agreement and no matter how material, shall have no effect on the validity of the Agreement.
- 8.5. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement where necessary, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 8.6. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

- 8.7. No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 8.8. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 8.9. Agreement Binding on Successors and Assigns. This Agreement will be binding upon, and inure to the benefit of, the successors and assigns of each of the Parties.
- 8.10. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 8.11. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 8.12. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during the Action and in this Agreement relating to the confidentiality of information, shall survive the execution of this Agreement.
- 8.13. Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to California Evidence Code section 1152, and all copies and summaries of the Aggrieved Employee Data provided to PAGA Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than ninety (90) calendar days after the date when the Court discharges the Settlement Administrator's obligation to provide a declaration confirming the final pay out of all settlement funds, Plaintiff shall destroy, all paper and electronic versions of the Aggrieved Employee Data received from Defendant unless, prior to the Court's discharge of the Settlement Administrator's obligation, Defendant makes a written request to PAGA Counsel for the return, rather than the destruction, of the Aggrieved Employee Data.
- 8.14. No-Publication Provision. Plaintiff and PAGA Counsel shall not, other than necessary filings related to completing the Settlement and obtaining preliminary and final approval, publicize, advertise, or otherwise draw public or media attention to the fact or terms of settlement, including but not limited to postings on social media (such as Twitter, Instagram, Facebook, TikTok, LinkedIn, Plaintiff's Counsel's firm website, or other social media platform).
- 8.15. Headings and Severability. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement. All provisions of this Agreement are severable. The invalidity or unenforceability of any provision of

this Agreement shall not affect or impair any other provisions, which shall remain in full force and effect.

- 8.16. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 8.17. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email (if confirmation of delivery has been received) or messenger, addressed as follows:

To Plaintiff:

GRAHAMHOLLIS, APC
Vilmarie Cordero and Allison E. Schubert
3555 Fifth Avenue, Suite 200
San Diego, CA 92103
619-692-0800

To Defendant:

BOREN, OSHER & LUFTMAN, LLP
Amanda N. Luftman
222 N. Pacific Coast Highway, Suite 2222
El Segundo, CA 90245
310-322-2021

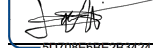
- 8.18. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 8.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree, pursuant to Code of Civil Procedure section 583.330, to extend the date to bring the Action to trial under Code of Civil Procedure section 583.310 for the period of this settlement process starting from the date of the March 3, 2025 mediation to the final determination of the Court on approval of the settlement of the Action, and if settlement is approved by the Court, then the extension is throughout the remainder and finalization of the settlement fund disbursement process.
- 8.20. Attorneys’ Fees and Costs. Other than as set forth herein, the Parties agree to bear their own attorneys’ fees and costs in connection with the Action, including in the preparation and implementation of this Agreement.

IN WITNESS WHEREOF, this Settlement Agreement has been duly executed by and on behalf of the Parties as follows:

Dated: 4/8/2025

PLAINTIFF:

DocuSigned by:



90708E0BE2B3424
Javier Muzquiz

Dated: 4/9/2025

GRAHAMHOLLIS APC:



Vilmarie Cordero

Allison E. Schubert

Attorneys for Plaintiff and Aggrieved Employees

Dated:

DEFENDANT BRILES AEROSPACE, LLC

By: _____
(Authorized Representative of Defendant)

Name: _____

Title: _____

Dated:

BOREN, OSHER & LUFTMAN, LLP

Amanda N. Luftman

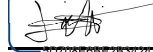
Attorneys for Defendant

IN WITNESS WHEREOF, this Settlement Agreement has been duly executed by and on behalf of the Parties as follows:

Dated: 4/8/2025

PLAINTIFF:

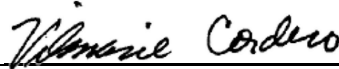
DocuSigned by:



Javier Muzquiz

Dated: 4/9/2025

GRAHAMHOLLIS APC:



Vilmarie Cordero

Allison E. Schubert

Attorneys for Plaintiff and Aggrieved Employees

Dated:

DEFENDANT BRILES AEROSPACE, LLC



By: [Ryan Kinslow \(Apr 9, 2025 13:04 CDT\)](#)

(Authorized Representative of Defendant)

Name: Ryan Kinslow

Title: Chief Executive Officer

Dated:

BOREN, OSHER & LUFTMAN, LLP



Amanda N. Luftman

Attorneys for Defendant

EXHIBIT A

Dear [NAME]:

The enclosed check is your proportional share of the settlement payment in the California Private Attorneys General Act ("PAGA") lawsuit titled *Javier Muzquiz v. Briles Aerospace, LLC*, Case No. 23STCV15241 (Los Angeles Superior Court). You are receiving this check because you worked for Briles Aerospace, LLC within the state of California at some point between April 25, 2022 and [DATE].

It is important to note that Briles Aerospace, LLC denies all claims and allegations in the lawsuit and that no court has found that the company did anything wrong or violated any laws. Rather, to avoid further costs and time in defending the lawsuit, Briles Aerospace, LLC has settled the lawsuit, and the Court has approved the settlement and release of the PAGA claims.

Pursuant to the settlement, enclosed is a check for your share of a portion of the civil penalties. You are not a party to this lawsuit, but you and the government will be bound by the judgment in this matter as to PAGA civil penalties, including being bound by the following release:

Plaintiff and the State of California (through Plaintiff as Private Attorneys General) release any and all claims for civil penalties arising from the claims alleged in the PAGA Notices and operative complaint during the PAGA Period, including any claims for civil penalties arising from Defendant's alleged violations of the California Labor Code, et seq. for, inter alia, failure to provide compliant meal periods and/or timely pay premiums; failure to provide rest periods and/or timely pay premiums; failure to timely pay all minimum, regular, and overtime wages; failure to provide accurate itemized wage statements; failure to reimburse for business expenses; failure to pay all wages due during and upon separation of employment; and failure to maintain a safe and healthful place of employment.

Enclosed you will also find an IRS Form 1099 for 100% of this payment, which represents civil penalties only. Please cash or deposit the check on or before its printed void date. Checks will not be re-issued after the void date.

If you have any questions about this payment, contact Apex Class Action, LLC, the Settlement Administrator at (000) 000-0000. Please note that we cannot provide tax advice. If you have questions about the tax treatment of this payment, we suggest that you consult your tax advisor or accountant.

Regards,