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Kilder Mazariegos

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

KILDER MAZARIEGOS, individually,
and on behalf of other members of the
general public similarly situated;

Plaintiffs,

vs.

RAMKO MFG, INC., a California
corporation; and DOES 1-50, inclusive,

Defendants.

Case No. CVRI2504114

Assigned to Hon. Harold W. Hopp

**DECLARATION OF JOSEPH D. PARSONS
IN SUPPORT OF PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA SETTLEMENT**

Date: October 2, 2026

Time: 8:30 a.m.

Dept: 1

Complaint Filed: July 22, 2025

FAC Filed: September 29, 2025

Trial Date: None set

DECLARATION OF JOSEPH D. PARSONS

I, Joseph D. Parsons, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California and Attorney at Brock & Gonzales, LLP, attorneys of record for Plaintiff Kilder Mazariegos ("Plaintiff"). Unless indicated otherwise, I have personal knowledge of the following facts, and if called as a witness, I could and would testify competently to them. I make this declaration in support of the Motion for Preliminary Approval of the Class Action Settlement.

FIRST PRELIMINARY APPROVAL MOTION

2. On August 3, 2026, the Court denied Plaintiff's Motion for Preliminary Approval of Class Action Settlement ("First Preliminary Approval Motion"). For the Court's convenience, the modifications to the First Preliminary Approval Motion are addressed immediately below.

3. Pursuant to the Court's August 3, 2026 Order, the Parties executed Amendment No. 1 to the Class Action and PAGA Settlement Agreement ("Amendment No. 1"). The Parties also agreed on the language and format of forms for (1) Request for Exclusion from Class Settlement and (2) Objection to Proposed Settlement ("Class Forms"). Finally, the Parties agreed on minor changes to the Class Notice in order to comply with the Court's August 3, 2026 Order. Attached hereto as Exhibit 1 is a true and correct copy of Class Action and PAGA Settlement Agreement, Amendment No. 1, the revised Class Notice, and the Class Forms ("Amended Settlement Agreement"). Attached hereto as Exhibit 2 is a true and correct redlined version of Amendment No. 1.

4. Plaintiff is concurrently filing a revised Declaration of Jodey Lawrence on behalf of Phoenix Class Action Administrations, which clarifies that the Notice will be translated to Spanish made available to Class Members, providing Spanish-speaking Class Members with access to information regarding the Settlement and their rights under the Settlement.

5. Plaintiff is concurrently filing the Declaration of Matt Andrei in Support of Motion for Preliminary Approval of Class Action Settlement, on behalf of Defendant, concerning the likely age, education, and experience of the class members, and of their ability to read and comprehend English.

BRIEF OVERVIEW OF THE LITIGATION AND SETTLEMENT NEGOTIATIONS

6. Defendant Ramko MFG, Inc. (“Defendant”) is one of the largest plastic mold manufacturers on the West Coast. Defendant employed Plaintiff from approximately June 2010 to approximately April 2025 as a Truck Driver. Plaintiff’s job duties included, without limitation, meticulously finishing plastic mold surfaces to precise specifications using manual tools, and transporting molds, tools, and materials between the facility and client or vendor locations, ensuring timely and secure deliveries.

7. Plaintiff filed this wage and hour class action on July 22, 2025. The Complaint alleges that Defendant violated the following sections of the California Labor Code¹ and Business and Professions Code: (1) sections 510 and 1198 (unpaid overtime); (2) sections 1182.12, 1194, 1197, 1197.1, and 1198 (unpaid minimum wages); (3) sections 226.7, 512(a), 516, and 1198 (failure to provide meal periods); (4) sections 226.7, 516, and 1198 (failure to authorize and permit rest periods); (5) 226(a), 1174(d), and 1198 (non-compliant wage statements and failure to maintain payroll records); (6) sections 201 and 202 (wages not timely paid upon termination); (7) section 204 (failure to timely pay wages during employment); (8) section 2802 (unreimbursed business expenses); (9) California Business & Professions Code section 16600, et seq. (unlawful noncompete agreements) based on the preceding; and (10) California Business & Professions Code section 17200, et seq. (unfair business practices) based on the preceding.

8. On September 29, 2025, Plaintiff filed a First Amended Complaint, adding a cause of action under the Private Attorneys General Act of 2004 (“PAGA”), Labor Code section 2698, *et. seq.*

9. On March 16, 2026, the Parties participated in full-day mediation with Chad Anderton, Esq., an experienced mediator of wage and hour actions. Mr. Anderton helped to manage the Parties’ expectations and provided a useful, neutral analysis of the issues and risks to both sides. With Mr. Anderton’s guidance, the Parties were eventually able to negotiate a complete settlement of Plaintiff’s claims. At all times, the Parties’ negotiations were adversarial

¹ Unless indicated otherwise, further statutory references are to the California Labor Code.

1 and non-collusive. The Settlement therefore constitutes a fair, adequate, and reasonable
2 compromise of the claims at issue. The terms of the settlement are now set forth in complete and
3 final form in the Class Action and PAGA Settlement Agreement, attached as **Exhibit 1**.

4 10. As set forth in the accompanying proof of service, the LWDA has been served
5 with this motion and the Settlement Agreement.

6 11. It is my opinion that the Settlement constitutes a fair, adequate, and reasonable
7 compromise of the claims at issue. This opinion is informed by my experience litigating and
8 settling wage and hour actions, and my firm's thorough investigation into the factual and legal
9 issues implicated by Plaintiff's claims and Defendant's defenses.

10 12. Prior to filing the action, Plaintiff contacted Plaintiff's Counsel to discuss the
11 factual bases for pursuing an action against Defendant for Labor Code violations. Plaintiff was
12 intimately familiar with Defendant's labor policies and practices, and over the course of multiple
13 interviews, knowledgeably summarized those policies and practices to Plaintiff's Counsel.
14 During those interviews, he explained how the policies and practices were instituted, and provided
15 valuable insight into how they gave rise to the alleged Labor Code violations. Based on these
16 interviews with Plaintiff, Plaintiff's Counsel determined that there were legally sufficient grounds
17 for pursuing an action against Defendant. And in preparation for drafting the complaint, Plaintiff's
18 Counsel conducted their own preliminary investigation into the factual bases for Plaintiff's
19 claims, which entailed, *inter alia*, a careful examination of Plaintiff's employment records.

20 13. In response to Plaintiff's informal discovery requests, Plaintiff's Counsel received
21 a considerable amount of documents, including Defendant's time and pay records, as well as its
22 employee handbook, policies, procedures, manuals, job descriptions, and employee roster.
23 Defendant's document production was essential to evaluating the veracity of Plaintiff's
24 allegations, potential defenses, and violation frequency. This document exchange allowed
25 Plaintiff's Counsel to fully assess the nature and magnitude of the claims being settled, as well as
26 the impediments to recovery, and ultimately enabled Plaintiff's Counsel so as to make an
27 independent assessment of the reasonableness of the settlement's terms.

28 14. In summary, Plaintiff's Counsel performed a thorough investigation into the

claims at issue, which included: (1) determining Plaintiff's suitability as a class representative through interviews, background investigations, and analyses of his employment files and related records; (2) evaluating all of Plaintiff's potential representative claims; (3) researching similar wage and hour class actions as to the claims brought, the nature of the positions, and the type of employer; (4) analyzing a sample of Class Members' time and pay records; (5) reviewing Defendant's California labor policies and procedures manuals; (6) researching settlements in similar cases; (7) evaluating Plaintiff's claims and estimating Defendant's liability for purposes of settlement; (8) drafting the mediation brief; and (9) participating in the mediation.

15. By engaging in such a thorough investigation and evaluation of Plaintiff's claims, Plaintiff's Counsel can opine that the Settlement, for the consideration and on the terms set forth in the Settlement Agreement, is fair, reasonable, and adequate, and is in the best interests of Class Members in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation, and various defenses asserted by Defendant.

**THE CONSIDERATION PROVIDED FOR THE CLASS CLAIMS IS FAIR AND REASONABLE IN
LIGHT OF THE AMOUNT IN CONTROVERSY DISCOUNTED BY THE RISKS OF CONTINUED
LITIGATION**

16. In seeking approval, a settling party must provide sufficient information to "enable the court to make an independent assessment of the adequacy of the settlement terms." *Kullar v. Foot Locker Retail, Inc.*, 168 Cal. App. 4th 116, 131-32 (2008). Settling parties are not, however, required to partake in a hypothetical accounting exercise: "Kullar does not ... require any such explicit statement of [maximum] value; it requires a record which allows 'an understanding of the amount that is in controversy and the realistic range of outcomes of the litigation.'" *Munoz v. BCI Coca-Cola Bottling Co.*, 186 Cal. App. 4th 399, 409-10 (2010) (quoting *Kullar*, 168 Cal. App. 4th at 120 (emphasis added)). Overall, "the most important factor" in determining "whether a settlement is fair and reasonable" is the "strength of the case for plaintiffs on the merits, balanced against the amount offered in the settlement." *Id.* at 409 n.6 (quoting *Kullar*, 168 Cal. App. 4th at 130). As explained in detail below, the Gross Settlement Amount is

within the range of reasonableness in light of the nature and magnitude of the claims being settled and the various potential impediments to recovery.

Defendant's Exposure for the Class Claims	
Claim	Damages/Penalties
Overtime ²	\$210,510.00
Meal Periods ³	\$350,850.00
Rest Periods ⁴	\$701,700.00
Business Expenses ⁵	\$80,655.17
Final Pay ⁶	\$213,120.00
Wage Statements Penalties ⁷	\$189,600
PAGA Penalties ⁸	\$769,200.00
TOTAL	\$2,515,635.17

17. This estimate assumes that each and every one of Plaintiff's claims would have been certified for class-wide resolution, that Plaintiff's would have prevailed at trial, and that the jury's verdict would have been affirmed on appeal. Understandably, for purposes of evaluating the settlement's reasonableness, this estimate must be "tempered by factors such as the risk of losing at trial, the expense of litigating the case, and the expected delay in recovery (often measured in years)." *In re Toys R Us-Delaware, Inc.-- Fair & Accurate Credit Transactions Act (FACTA) Litig.*, 295 F.R.D. 438, 453 (C.D. Cal. 2014).

18. Ultimately, Plaintiff's Counsel determined an appropriate range of recovery for settlement purposes by offsetting Defendant's maximum theoretical liability by: (a) the strength of the defenses to the merits of Plaintiff's claims; (b) the risk of class certification being denied; (c) the risk of losing on any of a number of dispositive motions that could have been brought

² 11,695 weeks worked in aggregate by all Class Members during the Class Period x \$24.00 average hourly rate x 30 minutes of off-the-clock work per employee per week at the overtime rate.

³ 11,695 weeks worked in aggregate by all Class Members during the Class Period x \$24.00 average hourly rate x 25% violation rate.

⁴ 11,695 weeks worked in aggregate by all Class Members during the Class Period x \$24.00 average hourly rate x 50% violation rate.

⁵ Based on \$30/mo. for cell phone reimbursement. 11,695 workweeks / 4.35 avg weeks per month = 2,688.5 months x \$30 = \$80,655.17.

⁶ 37 former employees during the Class Period x \$24.00 average hourly rate x 30 days of waiting-time penalties x 8-hour average shift length.

⁷ (1,923 wage statements x \$100 per violation) – (54 employees x \$50 adjustment for initial violation) = \$189,600. Note that this is less than 54 employees x \$4,000 = \$216,000.

⁸ PAGA violations for (1) Overtime, (2) Meal Periods, (3) Rest Periods, and (4) Business Expenses; so \$400 per pay period; no assumption of malicious, fraudulent, or oppressive conduct; \$400 x 1,923 PAGA pay periods = \$769,200.

1 between certification and trial (e.g., motions to decertify the class, motions for summary
 2 judgment, and/or motions in limine) that might have eliminated all or some of Plaintiff's claims,
 3 or barred evidence/testimony in support of the claims; (d) the risk of losing at trial; (e) the chances
 4 of a favorable verdict being reversed on appeal; and (f) the difficulties attendant to collecting on
 5 a judgment (collectively, the "Discount Factors"). With respect to (a), Defendant would have
 6 raised the following defenses:

7 19. **Typicality Defense:** Plaintiff worked for Defendant primarily as a Truck Driver.
 8 However, the vast majority of the putative class were not truck drivers, and instead worked in
 9 Defendant's facility making plastic molds. Although Plaintiff briefly worked for Defendant as a
 10 Polisher—finishing plastic mold surfaces to precise specifications using manual tools—the vast
 11 majority of his time with Defendant was spent as a Truck Driver. According to Defendant's
 12 records, fewer than five (5) employees worked as Truck Drivers for Defendant within the class
 13 period. Thus, Plaintiff faced a substantial risk that his motion for class certification could be
 14 denied under the theory that his experiences were not typical of the putative class as a whole.
 15 Accordingly, all of the claims in this action warrant a modest discount for settlement purposes,
 16 based purely on this defense.

17 20. **Overtime Claim:** Defendant would have argued that its labor policies prohibited
 18 off-the-clock work, that employees were properly compensated for all time worked, and any time
 19 worked off-the-clock would not be reflected in the time records, making it practically impossible
 20 to determine whether any Class Member worked off-the-clock without engaging in thousands of
 21 individualized inquiries that would preclude class certification. *See Brinker Rest. Corp. v. Super.*
 22 *Ct.*, 53 Cal. 4th 1004, 1051-52 (2012) (holding that in the absence of a uniform, companywide
 23 policy, proof of liability is individual); *Amey v. Cinemark USA Inc.*, No. 13-CV-05669-WHO,
 24 2015 WL 2251504, at *12 (N.D. Cal. May 13, 2015) (denying certification of off-the-clock claim
 25 because plaintiffs' work requirements depended on the manager); *Brewer v. Gen. Nutrition Corp.*,
 26 No. 11-CV-3587 YGR, 2014 WL 5877695, at *12 (N.D. Cal. Nov. 12, 2014) (denying
 27 certification based on policy requiring employees to finish closing duties within 30 minutes,
 28 because the court would still be left with numerous individual issues); *Pryor v. Aerotek Scientific*,

1 LLC, 278 F.R.D. 516, 532-33 (C.D. Cal. 2011) (denying certification of off-the-clock claim).

2 21. Even if the Court had certified the off-the-clock claim, Defendant would have
3 argued that for Plaintiff to establish that it failed to pay Class Members for all hours worked,
4 Plaintiff would have had to prove that it was aware that they were working hours for which they
5 were not compensated. For example, in *Forrester v. Roth's I.G.A. Foodliner, Inc.*, 646 F.2d 413
6 (9th Cir. 1981), the Ninth Circuit held that "where an employer has no knowledge that an
7 employee is engaging in overtime work and that employee fails to notify the employer or
8 deliberately prevents the employer from acquiring knowledge of the overtime work, the
9 employer's failure to pay for the overtime hours is not a violation [of overtime requirements]." *Id.*
10 *Id.* at 414.

11 22. **Meal Period Claim:** Defendant would have argued that it had no obligation to
12 "guarantee" or "ensure" that meal periods were taken by all employees at all times. *Brinker*, 53
13 Cal. 4th at 1040 (employers are "not obligated to police meal breaks and ensure no work thereafter
14 is performed"). Rather, an employer satisfies (as Defendant would argue) its obligation to provide
15 meal periods if "it relieves its employees of all duty, relinquishes control over their activities and
16 permits them a reasonable opportunity to take an uninterrupted 30-minute break, and does not
17 impede or discourage them from doing so." *Id.* Defendant argued that there is no "basis in the
18 wage order or statute" for the notion "that an employer must ensure that no work is done – i.e.,
19 prohibit work" during a meal period. *Id.* at 1038; *see also Murphy*, 40 Cal. 4th at 1104 (finding a
20 violation occurs only if the employee is "forced to forgo his or her meal period").

21 23. Defendant would have argued at trial that "to assert a meal break claim, the
22 employee must show that he was *forced to forego* his meal breaks as opposed to merely showing
23 that he did not take them." *Nguyen v. Baxter Healthcare Corp.*, No. 8:10-CV-01436-CJC, 2011
24 WL 6018284, at *5 (C.D. Cal. Nov. 28, 2011) (emphasis in original); *see also Brinker*, 53 Cal.
25 4th at 1034; *Dailey v. Sears, Roebuck & Co.*, 214 Cal. App. 4th 974, 1000-02 (2013); *Gonzalez v.*
26 *Officemax N. Am.*, No. CV 07-04839 JVS MLGX, 2012 WL 5473764, at *5 (C.D. Cal. Nov. 5,
27 2012). Thus, Defendant would have argued that courts reject certifying meal break claims where
28

no common policy denies breaks on a class-wide basis.⁹

24. Moreover, Defendant utilizes a comprehensive automated system in which it automatically pays premiums for short, missed, or late meal periods. Accordingly, its time and pay records are essentially “clean” and Plaintiff likely would not have been able to make a *prima facie* showing meal period violations to create a presumption of noncompliance pursuant to *Donohue v. AMN Services, LLC*, 11 Cal.5th 58 (2021). Although Plaintiff could have made persuasive arguments as to interrupted meal periods, Defendant’s records—and practice of automatically paying a significant number of premiums—would have made this claim more difficult to certify than in many wage and hour cases.

25. **Rest Period Claim:** Defendant would have argued that Plaintiff’s rest period claim was even less appropriate for certification than his meal period claim because absent a shift-by-shift, break-by-break, employee-by-employee inquiry, Defendant would have argued that there was simply no way to know (1) whether a break was taken; and (2) if not, why not. For each instance where an employee did not take a 10-minute rest period by the end of the fourth hour of work, the trier of fact would still have to determine why that particular employee had less than their full allotment of rest time.

26. Defendant accordingly would have argued that rest break claims are inherently individualized in nature because employers only need to “authorize and permit” breaks; they need not ensure that rest breaks are taken. *Brinker*, 53 Cal. 4th at 1004. To succeed, “[a]n employee must show that the employer prevented the employee from taking breaks; mere proof of knowledge that the employee was forgoing breaks is insufficient.” *Reece v. Unitrin Auto & Home Ins. Co.*, No. 5:11-CV-03960 EJD, 2013 WL 245452, at *5 (N.D. Cal. Jan. 22, 2013) (rejecting claim that the work structure made taking rest breaks impossible, because plaintiff failed to show

⁹ See, e.g., *Purnell v. Sunrise Senior Living Mgmt., Inc.*, No. SA CV10-00897 JAK, 2012 WL 1951487, at *8 (C.D. Cal. Feb. 27, 2012); *Washington v. Joe’s Crab Shack*, 271 F.R.D. 629, 641 (N.D. Cal. 2010) (denying certification because “an individualized inquiry will be required to determine whether any employee failed to take a meal break because he/she was too busy”); *Salazar v. Avis Budget Grp., Inc.*, 251 F.R.D. 529, 533 (S.D. Cal. 2008); *Ordonez v. Radio Shack, Inc.*, No. CV 10-7060-CAS JCGX, 2013 WL 210223, at *8 (C.D. Cal. Jan. 17, 2013); *Gonzalez*, 2012WL 5473764, at *5 (holding that “[why] any particular employee missed any particular break requires, ineluctably, individualized fact finding”).

that the employer prevented such breaks); *Drenckhahn v. Costco Wholesale Corp.*, No. 2:08-CV-01408-JHN, 2011 WL 3754659, at *3 (C.D. Cal. Aug. 24, 2011) (“although employers must provide employees with meal and rest breaks under Cal. Lab. Code § 512(a), they need not guarantee that employees take breaks”).

27. Defendant would have argued that the lack of any actual policy of discouraging Class Members from taking their rest periods would have made it virtually impossible to certify the claim. *See Clemens v. Hair Club for Men, LLC*, No. C 15-01431 WHA, 2016 WL 1461944, at **5–6 (N.D. Cal. Apr. 14, 2016) (denying class certification where “plaintiffs have presented no direct evidence of a uniform policy or practice that led to missed meal periods or rest breaks” meaning that “proof of the alleged uniform practice will turn on individual inquiries into the reason for each missed meal period”); *Sultan v. Medtronic, Inc.*, 2012 U.S. Dist. LEXIS 107046 (C.D. Cal. July 23, 2012) (“reasons that employees fail to take breaks can be manifold: the employee could have forgotten, wanted to finish assignments, were not hungry, did not want to leave the premises, wanted to leave early or, possibly, were manipulating their timecards”); *Jimenez v. Allstate Ins. Co.*, 2012 U.S. Dist. LEXIS 65328, 47 (C.D. Cal. Apr. 18, 2012) (“[I]n the absence of a common practice or policy or some other ‘glue’ to bind this class, commonality cannot be shown.”).

28. Moreover, much of Plaintiff’s rest break claim boiled down to missed second rest breaks. As with meal periods, Plaintiff could obtain survey evidence to corroborate this, but many employees would likely say that they at least received first rest breaks.

29. **Business Expense Claim:** Plaintiff’s business expense claim was based initially based on (1) failure to pay for commercial driver’s licenses and (2) failure to reimburse cell phone expenses. However, although Plaintiff worked as a Truck Driver, Defendant’s records indicate that fewer than five (5) putative class members worked as Truck Drivers during the class period. This fact likely dooms Plaintiff’s commercial driver’s license claim, so much so that Plaintiff did not even include this in his exposure calculations above. Additionally, this reality hurts Plaintiff’s cell phone claim because his experience of using his personal phone to update Defendant during his deliveries would not be typical of the class. Although Plaintiff could still assert a claim on the

theory that Defendant used cell phones for scheduling, the lack of typicality warrants a significant discount on Plaintiff's business expense claim.

30. **Final Pay Claim:** Although Section 203 penalties are relatively straightforward to calculate, the analysis becomes more difficult for settlement purposes as derivative waiting-time penalties are only as strong as the underlying predicate claims, and are subject to good faith defenses. For example, defendants commonly argue that no waiting-time penalties can be awarded unless the failure to pay wages is "willful," an element that Plaintiff acknowledges would have been difficult to prove. Several California cases have held that a good faith dispute as to whether wages were owed (including a good faith belief in a legal defense) precludes an award of waiting time penalties under Section 203. *Nordstrom Comm'n Cases*, 186 Cal. App. 4th 576, 584 (2010) ("There is no willful failure to pay wages [under Section 203] if the employer and employee have a good faith dispute as to whether and when the wages were due"); *see also Armenta v. Osmose, Inc.*, 135 Cal. App. 4th 314, 325 (2005) ("A good faith belief in a legal defense will preclude a finding of willfulness").

31. And case law interpreting "willful" holds that even unsuccessful good faith defenses will be sufficient to preclude recovery so long as an employer's "position is not so untenable as to constitute bad faith" or is not supported by any evidence.¹⁰ Given the inherent difficulty of proving that Defendant had no tenable good faith defenses; i.e., that Defendant deliberately violated the Labor Code, a substantial discount on this claim is warranted.

32. **Wage Statement Claim:** Similar to the Final Pay Claim, analysis for a section 226 claim becomes difficult for settlement purposes when penalties are derivative in nature, as Plaintiff would have to show that wage statement violations were knowing and intentional. For

¹⁰ *See Estrada v. Royalty Carpet Mills, Inc.*, 76 Cal. App. 5th 685, 708, 729 (2022) (finding no liability under Section 203 when the company had a good faith dispute that meal period premiums were owed due to an on-duty meal period policy that restricted employee freedom during meal periods while paying regular wages, even though the policy was found to be unlawful); *see also Woods v. Vector Mktg. Corp.*, No. C-14-0264 EMC, 2015 WL 2453202, at *4 (N.D. Cal. May 22, 2015) (holding that the employer's defense that the plaintiff was properly classified, even if ultimately unsuccessful at trial, was insufficient to amount to a "willful" violation of 203 and granting summary judgment on those claims because the plaintiff could point to no evidence that the defense was raised in bad faith or was unsupported by the evidence).

example, the California Supreme Court has ruled that an employer's good-faith belief in compliance can preclude penalties if it negates the "knowing and intentional" element. *Naranjo v. Spectrum Security Services, Inc.*, 13 Cal. 5th 93 (2022). Here, given the difficulty, of proving that violations were "knowing and intentional," a discount on total exposure is warranted for settlement purposes.

33. **PAGA Penalties:** It should also be noted that PAGA gives the Court wide latitude to reduce the amount of civil penalties "based on the facts and circumstances of a particular case" when "to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory." Cal. Lab. Code § 2699(h). In reducing PAGA penalties, courts have considered issues including whether the employees suffered actual injury from the violations, whether the defendant was aware of the violations, and the employer's willingness to fix the violation. *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504, 528 (2018) (awarding PAGA penalties of only 0.2% of the maximum); *see also Cotter v. Lyft, Inc.*, 193 F. Supp. 3d 1030, 1037 (N.D. Cal. 2016); *Fleming v. Covidien Inc.*, No. ED CV 10-01487 RGK (OPX), 2011 WL 7563047, at *4 (C.D. Cal. Aug. 12, 2011).

34. **The Gross Settlement Amount Is Fair, Reasonable, and Adequate:** After taking into account the Discount Factors, Plaintiff's Counsel determined that it would be reasonable to settle for a fraction of Defendant's estimated exposure for the class claims, or approximately 9.3%. Such a discount is inherently reasonable given that Plaintiff would have had to overcome multiple, dependent contingencies to prevail on his claims. If anything, the projected odds for each of the above contingencies is generous to the class's position, since plaintiffs in employment cases rarely prevail on all of the claims at any of these dispositive stages. Courts routinely approve settlements that provide a similar discounted range of the maximum potential recovery.¹¹

¹¹ *See, e.g., In re Warfarin Sodium Antitrust Litig.*, 212 F.R.D. 231, 256-58 (D. Del. 2002) (recognizing that a reasonable settlement amount can be 1.6% to 14% of the total estimated damages); *In re Armored Car Antitrust Litig.*, 472 F. Supp. 1357, 1373 (N.D. Ga. 1979) (settlements with a value of 1% to 8% of the estimated total damages were approved); *In re Four Seasons Secs. Laws Litig.*, 58 F.R.D. 19, 37 (W.D. Okla.1972) (approving 8% of damages); *Balderas v. Massage Envy Franchising, LLP*, 2014 WL 3610945, at *5 (N.D. Cal. July 21, 2014) (finding that settlement which amounted to 8% of maximum recovery "[fell] within the range of possible initial approval

EXAMPLES OF REPRESENTATIVE AND CLASS ACTION RESULTS

35. What follows are a few examples of the type of results we have achieved on behalf of our clients and the State of California:

- a. Brock & Gonzales represented aggrieved employees in a wage and hour PAGA representative action against multiple senior living facilities on behalf of hourly-paid and/or non-exempt employees. On May 25, 2023, the court granted approval of the PAGA representative action settlement. The Alameda County Case Number is RG21106917.
- b. Brock & Gonzales represented the class in a wage and hour class and representative action against an insurance brokerage and consulting firm on behalf of hourly-paid and/or non-exempt employees, including those misclassified as independent contractors. On July 6, 2023, the court granted final approval of the class and representative action settlement. The San Mateo County Case Number is 21-CIV-02797.
- c. Brock & Gonzales represented the class in a wage and hour class and representative action against senior retirement community on behalf of hourly-paid and/or non-exempt employees. On July 7, 2023, the court granted final approval of the class and representative action settlement. The San Diego County Case Number is 37-2021-00022395-CU-OE-CTL.
- d. Brock & Gonzales, in association with co-counsel, represented the class in a wage and hour class and representative action against a utility service company on behalf of hourly-paid and/or non-exempt employees. On July 24, 2023, the court granted final approval of the class and representative action settlement. The San Bernardino County Case Number is CIVSB2131260.
- e. Brock & Gonzales represented aggrieved employees in a wage and hour PAGA representative action against a car dealership group on behalf of hourly-

based on the strength of plaintiff's case and the risk and expense of continued litigation."); *In re Omnivision Techs., Inc.*, 559 F. Supp. 2d 1036, 1042 (N.D. Cal. 2008) (approving settlement of 6% to 8% of estimated damages).

1 paid and/or non-exempt employees. On July 24, 2024, the court granted
2 approval of the PAGA representative action settlement. The San Bernardino
3 County Case Number is CIVSB2131234.

4 f. Brock & Gonzales represented a class of transportation workers in a wage and
5 hour class and representative action against a regional transportation company.
6 On June 10, 2025, the court granted final approval of the class and
7 representative action settlement. The Orange County Case Number is 30-2021-
8 01204870-CU-OE-CXC.

9 g. Brock & Gonzales represented a class of financial professionals in a wage and
10 hour class and representative action against a provider of auto financing and
11 other credit products. On October 2, 2025, the court granted final approval of
12 the class and representative action settlement. The Los Angeles County Case
13 Number is 23STCV28126.

14 h. Brock & Gonzales represented a class of Safety Managers and Safety
15 Engineers against a company that contracts with construction firms to provide
16 a full suite of safety services to improve organizational safety practices. On
17 January 16, 2026, the court granted final approval of the class and
18 representative action settlement. The San Diego County Case Number is
19 24CU000640N.

20 i. Brock & Gonzales represented a class of workers at adult residential facilities
21 for persons with special health care needs. On March 25, 2026, the court
22 granted final approval of the class and representative action settlement. The
23 Los Angeles County Case Number is 21STCV23851.

24 j. Brock & Gonzales represents a class of approximately 864 healthcare workers
25 at a skilled nursing facility. On April 6, 2026, the court granted Plaintiff's
26 Motion for Class Certification as to the following subclasses: (1) Meal Break
27 Subclass; (2) Rest Break Subclass; (3) Overtime Subclass; (4) Minimum Wage
28

Subclass; (5) Wage Statement Subclass; (6) Waiting Time Subclass; and (7) Payroll Records Subclass. The Kern County Case Number is BCV-22-101428.

EDUCATION AND EXPERIENCE

36. In May of 2021, I graduated from the University of Alabama School of Law with a Juris Doctor degree. While at the University of Alabama School of Law, I competed on the Labor & Employment Moot Court Team and was the Executive Articles Editor of the *University of Alabama Law & Psychology Review*, where I also published an academic article on legal sports betting. In December 2011, I graduated *cum laude* with a Bachelor of Arts degree in History from Virginia Tech, where I also played NCAA Division I baseball.

37. I have dedicated my entire career to advocating for employees. From September 2021 to May 2023, I represented individual plaintiffs in employment matters at Webber & Egbert Employment Law, P.C. From May 2023 to January 2025, I focused on class and PAGA representative actions at Capstone Law APC. Throughout my career, I have helped recover millions of dollars on behalf of employees, taken and defended numerous depositions, participated in dozens of mediations, and argued a wide range of motions and hearings.

D. AARON BROCK'S EDUCATION AND EXPERIENCE

38. In 2005, D. Aaron Brock graduated from Loyola Law School, Los Angeles with a Juris Doctor degree. During law school, Brock was an extern in the United States Federal District Court. In 2002, Brock graduated from Loyola Marymount University with a Bachelor of Arts degree in History.

39. Brock obtained his license to practice law from the California State Bar in March 2006. In approximately July 2016, Brock was one of the founding partners of Brock & Gonzales, LLP. From approximately 2013 to 2016, Brock was a partner at the law firm JML Law, APLC. From approximately 2009 to 2012, Brock was employed by the law firm Taylor & Ring. From approximately 2012 to 2013, Brock was employed by the law firm The Lanier Law Firm.

40. Throughout his career, Brock has represented thousands of individuals in employment and personal injury cases. He has acted as trial counsel in multiple cases to verdict, including a trial which resulted in the largest wrongful termination verdict ever granted in Tulare

County Superior Court. Brock has taken and defended over 1,000 depositions of Plaintiff, defendants, and expert witnesses, argued a large volume and variety of motions, including over 100 motions for summary judgment, and attended more than 400 mediations, early neutral evaluations, and mandatory settlement conferences. Brock has been acknowledged as a Southern California Super Lawyer Rising Star for 12 years and as a Super Lawyer for 2 years. Brock has recovered millions of dollars in verdicts and settlements for his clients.

41. Since its inception, in or around July 2016, Brock & Gonzales, LLP has almost exclusively focused on the prosecution of plaintiff-side employment cases as well as personal injury cases. Currently, we are the attorneys of record in over a dozen employment-related putative class actions in the State of California. Our firm has successfully litigated numerous cases involving the wage and hour law in California. During this time, we have recovered millions of dollars on behalf of thousands of employees in California.

ERICA A. GONZALES' EDUCATION AND EXPERIENCE

42. In May of 2004, Gonzales graduated from Santa Clara University School of Law with a Juris Doctor degree. In June of 2001, she obtained a Bachelor of Science degree in Broadcast News from the William Allen White School of Journalism and Mass communications at the University of Kansas.

43. In November 2004, Gonzales obtained a license to practice law from the California State Bar. From approximately 2004 to approximately 2005, Gonzales was employed at Stop Prisoner Rape, ("SPR") an international human rights organization to devoted to eliminating sexual violence against incarcerated persons. As part of her work with SPR, Gonzales worked with lawmakers on the implementation of the Federal Prison Rape Elimination Act, and it's California equivalent, and created the first-ever database consisting of information based solely on survivor reports.

44. Gonzales has been a trial attorney for 20 years, litigating personal injury, intellectual property, consumer class actions, and employment cases. Gonzales has taken and defended hundreds of depositions of plaintiffs, defendants, and expert witnesses, written, opposed and argued a large volume and variety of motions, including, but not limited to, Motions

1 for Summary Judgment, Motions to Compel Arbitration, and discovery motions. Gonzales has
2 attended hundreds of mediations, and mandatory settlement conferences.

3 45. Gonzales is one of the founding partners of Brock & Gonzales, LLP. Prior to that,
4 Gonzales was employed at the Linde Law Firm from 2005-2020. Gonzales has tried cases to
5 verdict in both state and federal court, and achieved verdicts and settlements in excess of \$100
6 million, including serving as co-lead counsel in *Secci v. United Independent Taxi Drivers, Inc.*,
7 which resulted in a published opinion from the California Court of Appeal, 8 Cal.App.5th 846,
8 214 Cal. Rptr. 3d 379 (2017).

9 MISCELLANEOUS

10 46. I am not aware of any actual or potential conflict of interest with Class Members,
11 Aggrieved Employees, and/or the Settlement Administrator.

12 47. I am not aware of any other pending matter or action asserting claims that will be
13 extinguished or adversely affected by this Settlement.

14 48. Plaintiff obtained administration bids from Phoenix Class Action Administration
15 Solutions ("Phoenix") and Simpluris. Phoenix produced the lower bid.

16 I declare under penalty of perjury under the laws of the State of California that the
17 foregoing is true and correct. Executed on September 8, 2026, at Thousand Oaks, California.

18
19 
20 Joseph D. Parsons

Exhibit 1

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Kilder Mazariegos (“Plaintiff”) and Ramko MFG, Inc. (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party”.

1. **DEFINITIONS**

1.1 “Action” means *Kilder Mazariegos v. Ramko MFG, Inc.*, Case No. CVRI2504114 (Riverside County Superior Court).

1.2 “Administrator” means Phoenix Class Action Administration Solutions, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3 “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.

1.4 “Aggrieved Employee” means all current and former employees who worked for Defendant as non-exempt, hourly paid employees in the State of California at any time during the PAGA Period.

1.5 “Class” means all current and former employees who worked for Defendant as non-exempt, hourly paid employees in the State of California at any time during the Class Period.

1.6 “Class Counsel” means and Brock & Gonzalez, LLP.

1.7 “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” means the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

1.8 “Class Data” means Class Member and Aggrieved Employees’ identifying information in Defendant’s possession including the name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.

1.9 “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (i.e., Non-Participating Class Member who qualifies as an Aggrieved Employee).

1.10 “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

1.11 “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English with a Spanish translation in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.12 “Class Representative” means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.

1.13 “Class Representative Enhancement Award” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.

1.14 “Court” means the Superior Court of California, County of Riverside County.

1.15 “Defendant” means Defendant Ramko MFG, Inc.

1.16 “Defense Counsel” means Scott & Whitehead.

1.17 “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: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.18 “Final Approval” means the Court’s Order Granting Final Approval of the Settlement in the Action.

1.19 “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement in the Action.

1.20 “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement in the Action.

1.21 “Gross Settlement Amount” means \$233,900.00 which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses, the Class Representative Enhancement Awards, and the Administration’s Expenses Payment.

1.22 “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

1.23 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 35% of the PAGA Penalties calculated according to the number of Pay Periods worked during the PAGA Period.

1.24 “LWDA” means the California Labor and Workforce Development Agency, the agency referenced in Labor Code section 2699.

1.25 “LWDA PAGA Payment” means 65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.26 “Judgment” means the judgment entered by the Court based upon the Final Approval.

1.27 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, LWDA PAGA Payment, Class Representative Enhancement Awards, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.28 “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.29 “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant within the State of California as a non-exempt, hourly paid employee, for at least one day during the PAGA Period.

1.30 “PAGA” means the Private Attorneys General Act (Labor Code § 2698, *et seq.*).

1.31 “PAGA Notice” means Plaintiff’s July 22, 2025 letter (and any amendments or supplements thereto) to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a).

1.32 “PAGA Penalties” means the total amount of PAGA civil penalties (\$25,000.00) to be paid from the Gross Settlement Amount, allocated 35% to the Aggrieved Employees (\$8,750.00) and 65% to the LWDA (\$16,250.00) in settlement of the PAGA claims.

1.33 “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.34 “Plaintiff” means Kilder Mazariegos, the named Plaintiff in the Action.

1.35 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement in the Action.

1.36 “Preliminary Approval Order” means the Order Granting Preliminary Approval of the settlement entered by the court in the Action.

1.37 “Released Class Claims” mean the claims being released as described in Paragraph 5.2 below.

1.38 “Released PAGA Claims” mean the claims being released as described in Paragraph 5.3 below.

1.39 “Released Parties” mean: Defendant and its current and former subsidiaries, parents, and affiliates.

1.40 “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.41 “Response Deadline” means forty-five (45) days after the Administrator mails Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to

the Settlement. Class Members to whom Notice Packets are resent after having been returned as undeliverable to the Administrator shall have an additional thirty (30) calendar days beyond the Response Deadline has expired.

1.42 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

1.43 “Workweek” means any week during which a Class Member worked for Defendant within the State of California as a non-exempt, hourly paid employee for at least one day during the Class Period.

1.44 “Class Period” means the period beginning July 22, 2021 through June 16, 2026.

1.45 “PAGA Period” means the period beginning July 22, 2024 through June 16, 2026.

2. RECITALS

2.1 On July 22, 2025, Plaintiff commenced the Action by filing a Complaint alleging causes of action against Defendant for (1) failure to pay overtime wages in violation of Labor Code §§ 510, 1194, and 1198; (2) failure to pay minimum wages in violation of Labor Code §§ 1194 and 1197; (3) failure to provide compliant meal periods in violation of Labor Code §§ 512 and 226.7; (4) failure to provide compliant rest periods in violation of Labor Code § 226.7; (5) non-compliant wage statements and failure to maintain payroll records in violation of Labor Code § 226; (6) failure to pay wages during employment in violation of Labor Code § 204; (7) failure to pay wages upon termination in violation of Labor Code §§ 201, 202, and 203; (8) failure to reimburse business expenses in violation of Labor Code § 2802; (9) unfair business practices in violation of Business and Professions Code § 17200, *et seq.*; and (10) unlawful business practices in violation of Business and Professions Code § 17200, *et seq.*

2.1.1 On September 29, 2025, Plaintiff filed an Amended Complaint incorporating damages and restitution for civil penalties pursuant to the Private Attorneys General Act of 2004.

2.2 Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.

2.3 On March 16, 2026, the Parties participated in an all-day mediation presided over by Chad Anderton, Esq., which led to this Agreement to settle the Action.

2.4 Prior to mediation, Plaintiff obtained through informal discovery, a 25% sampling of time and pay data from Defendant, Plaintiff’s time and payroll records, and information related to class size and composition. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-30 (“*Dunk/Kullar*”).

2.5 The Court has not granted class certification.

2.6 The Parties, Class 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: Except as otherwise provided by Paragraph 9 below, Defendant promises to pay \$233,900.00 and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.2 Payments from the Gross Settlement Amount: The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in Final Approval:

3.2.1 To Plaintiff: Class Representative Enhancement Award to the Class Representative of not more than \$10,000.00 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiff's request for the Class Representative Enhancement Award that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Enhancement Award no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Enhancement Award less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The amount of the Class Representative Enhancement Award is not a material term of this Agreement and if the Court approves a Class Representative Enhancement Award less than the amount requested, it shall not result in the Agreement being void. The Administrator will pay the Class Representative Enhancement Award using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Enhancement Award.

3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3) of the Gross Settlement Amount, which is currently estimated to be \$77,966.67 and a Class Counsel Litigation Expenses Payment of not more than \$10,000.00. Defendant will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments. In the event that the escalator clause described in Paragraph 8 herein is triggered and the Gross Settlement Amount is increased, Class Counsel may, at their discretion, increase the Class Counsel Fees Payment in order to remain One-Third of the Gross Settlement Amount. Defendant will not oppose requests for these payments provided that they do not exceed these amounts.

3.2.3 To the Administrator: An Administration Expenses Payment not to exceed \$7,000.00 except for a showing of good cause and as approved by the Court. To the extent the Administrator's

expenses are less than \$7,000.00, or the Court approves an Administration Expenses Payment less than \$7,000.00, the Administrator will allocate the remainder to the Net Settlement Amount.

3.2.4 To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period, and (b) multiplying the result by each Participating Class Member's Workweeks.

3.2.4.1 Tax Allocation of Individual Class Payments: Fifteen percent (15%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholdings and will be reported by the Administrator on an IRS W-2 Form. The remaining 85% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported by the Administrator on IRS 1099 Forms. The Administrator shall be responsible for issuing tax forms to the Participating Class Members. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment. Notwithstanding the treatment of the payments to each Participating Class Member, none of the payments called for in this Agreement, including the Wage Portions of the Individual Class Payments, are to be treated as earnings, wages, pay or compensation for the purposes of any applicable benefit or retirement plan, nor do any payments under this Agreement extend or alter Class Members' or Aggrieved Employees' period of employment for any purposes.

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

3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$25,000.00 are to be paid from the Gross Settlement Amount, with 65% (\$16,250.00) allocated to the LWDA PAGA Payment and 35% (\$8,750.00) allocated to the Individual PAGA Payments. Each Aggrieved Employee shall receive an Individual PAGA Payment regardless of whether the individual is a Participating Class Member or Non-Participating Class Member.

3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties (\$8,750.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period, and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. One-hundred percent (100%) of the PAGA Penalties are allocated as penalties and not as wages. The amount of the PAGA Penalties awarded by the Court is not a material term of this Agreement and if the Court approves an amount for PAGA Penalties less than the amount requested, or requests that the Parties allocate a greater amount of the Gross Settlement Amount toward the PAGA Penalties, it shall not result in the Agreement being void. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms. The Administrator shall be responsible for issuing tax forms to each Aggrieved Employee.

4. SETTLEMENT FUNDING AND PAYMENTS

4.1 Class Workweeks and Aggrieved Employee PAGA Pay Periods: Based on a review of their records, Defendant estimates that there were 85 Class Members who collectively worked a total of 11,695 Workweeks during the Class Period, and 54 Aggrieved Employees who worked a total of 1,923 PAGA Pay Periods during the PAGA Period as of February 10, 2026.

4.2 Class Data: Not later than 15 business days after the Court grants Preliminary Approval of the Settlement in this Action, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access of the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their Counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3 Funding of Gross Settlement Amount: Within forty-five (45) business days of preliminary approval by the Court, Defendant will deposit money, in an amount equal to the Gross Settlement Amount and the employer's share of payroll taxes owed on the Wage Portions of the Individual Class Payments, to pay (1) the Class Members per the terms of the Final Settlement Agreement, (2) court approved Attorneys' Fees and Costs, Settlement Administrator Expenses, and the Enhancement Award, and (3) the PAGA Settlement Amount to be paid to the LWDA and the Aggrieved Employees into an interest-bearing account, through the Settlement Administrator. Any interest accrued will be distributed to the Class Members except that if Final Approval is reversed on appeal, then Defendant is entitled to prompt return of the principal and all interest accrued. Defendant's payment obligations with respect to the Gross Settlement Amount and the employer's share of payroll taxes shall be met upon initiating the electronic transfer of funds in the amounts provided for in this Settlement Agreement pursuant to the Settlement Administrator's instructions. In the event of an unsuccessful electronic transfer of funds, the Parties agree to cooperate in good faith to resolve the issues.

4.1 Payments from the Gross Settlement Amount: Within 14 days after Final Approval, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Enhancement Award. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Enhancement Awards shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.1.1 The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date when the check will be voided, which shall be 180 days after the date of mailing. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees, including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class

Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.1.2 The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without a USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.1.3 For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to The Justice Gap Fund maintained by the State Bar of California.

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

5. RELEASE OF CLAIMS. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, Aggrieved Employees, and Class Counsel will release claims against all Released Parties as follows:

5.1 Plaintiff's Release: In addition to the Released Class Claims and Released PAGA Claims described below, Plaintiff, individually and on behalf of his respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, occurrences, demands, rights, liabilities and causes of action of every nature and description whatsoever, whether known or unknown, asserted or that might have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule, law or regulation arising out of, relating to, or in connection with any act or omission of the Released Parties through the date of full execution of this Settlement Agreement in connection with his employment or the termination thereof ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to those rights that as a matter of law cannot be waived, including, but not limited to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.1.1 Plaintiff's Waiver of Rights Under California Civil Code § 1542: For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of § 1542 of the California Civil Code, which reads:

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

5.2 Released Class Claims by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims, demands, rights, liabilities, legal theories, and causes of action, both potential and actual, that were raised in the Operative Complaints and/or the PAGA Notice, including claims under California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802; the California Industrial Welfare Commission Wage Orders; Cal. Code Regs., Title 8, sections 3395, 11010, and 11000, *et seq.*; California Business and Professions Code section 17200, *et seq.*; unpaid regular wages; unpaid or underpaid overtime; failure to authorize and permit meal breaks and rest breaks; all claims relating to meal or rest and recovery periods; unpaid meal or rest and recovery premiums; underpaid meal or rest and recovery premiums; failure to timely pay all wages due during employment; failure to timely pay all wages due upon termination and separation of employment; failure to provide accurate and complete wage statements; failure to keep complete and accurate payroll records; failure to reimburse necessary business expenses; unfair competition based on the foregoing; unlawful business practices based on the foregoing; fraudulent business practices based on the foregoing; waiting time penalties based on the foregoing; interest; fees; costs; and any other claims that may have been raised in Plaintiff's Operative Complaints ("Released Claims"). Except as set forth in Paragraph 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside of the Class Period.

5.3 Release by the State of California and LWDA and Aggrieved Employees: Plaintiff, Aggrieved Employees, the LWDA, and the State of California release the Released Parties of and from the Released PAGA Claims that could have been asserted under PAGA based on the facts alleged in the PAGA Notice provided to the LWDA and in the Operative Complaint, including, but not limited to, Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802. A copy of this Agreement will be provided to the LWDA concurrently with submission of the Preliminary Approval Motion. Eligible PAGA Members will receive their share of the employee portion of the PAGA Penalties and will be deemed to have released any claims arising out of PAGA, regardless of whether they opt-out from the release of their Class claims.

6. **MOTION FOR PRELIMINARY APPROVAL**. The Parties agree to cooperate in the preparation and filing of a motion for preliminary approval ("Motion for Preliminary Approval").

6.1 No Potential Conflicts. Defendant and Defense Counsel are not aware of any potential conflicts of interest with the Administrator. In addition, Defendant and Defense Counsel are not aware of any other pending matter or action asserting claims that would be extinguished or adversely affected by the Settlement.

6.2 Defendant's Declaration in Support of Preliminary Approval. Within thirty (30) days of the full execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed Declaration from Defendant and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. Defense Counsel and Defendant shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.3 Plaintiff's Responsibilities. Plaintiff will prepare all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for

Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code section 2699, subd. (f)(2); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve as Class Representative and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members and/or the Administrator; (vi) a signed declaration from Class Counsel attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), and this Agreement (Labor Code section 2699, subd. (1)(2)); and (vii) all facts relevant to any actual or potential conflict of interest with Class Members, Aggrieved Employees, and/or the Administrator. In their Declarations, Plaintiff and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.4 Responsibilities of Class Counsel. Class Counsel is responsible for finalizing and filing the Motion for Preliminary Approval; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court’s Preliminary Approval Order to the Administrator. Plaintiff will endeavor to file the Motion for Preliminary Approval and secure a hearing date in a reasonably timely fashion. The Parties agree that Plaintiff’s Motion for Preliminary Approval will seek, *inter alia*, certification of a class, and that this certification is for purposes of the Settlement only. If, for any reason, the Settlement is not approved, the stipulation to certification will have no force or effect. The Parties further agree that certification for purposes of the Settlement is in no way an admission that class certification is proper under the standard applied to contested certification motions and that this Settlement will not be admissible in this or any other proceeding as evidence that (i) a class should be certified as Plaintiff proposed; or (ii) Defendants are liable to Plaintiff or the Class as Plaintiff alleged in the Action; and/or (iii) that Plaintiff and his counsel will not argue waiver of any rights to compel individual arbitration, to strike the putative class claims, and to stay the Action pending individual arbitration.

6.5 Duty to Cooperate. Class Counsel will share the draft Motion for Preliminary Approval and associated documents with Defense Counsel before they are filed. The Parties will cooperate in accordance with Paragraph 13.6. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together in good faith, to modify the Agreement and otherwise satisfy the Court’s concerns, provided, however, that the Parties are not obligated to accept a material change to the terms of this Agreement.

7. SETTLEMENT ADMINISTRATION

7.1 Selection of Administrator. The Parties have jointly selected Phoenix Class Action Administration Solutions to serve as the Administrator and verified that, as a condition of appointment, Phoenix Class Action Administration Solutions agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for an Administration Expenses Payment, including without limitation, calculating the Individual Class Payments to be issued to Participating Class Members, Individual PAGA Payments to be issued to Aggrieved Employees, sending notices and translating the same to Spanish, preparing all checks and mailings, establishing a qualified settlement fund

and holding the various payments from Defendant comprising the Gross Settlement Amount and employer payroll taxes. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2 Employer Identification Number and Tax Reporting. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to applicable local, state and federal tax authorities. The Administrator will be responsible for calculating the applicable taxes and withholdings, including the employer payroll taxes owed on the Individual Class Payments, and for paying all taxes and withholdings to the applicable taxing or governmental authorities with the necessary reports, and submitting copies to Defense Counsel. The Administrator shall issue Participating Class Members IRS W-2 Forms for the Wage Portions of the Individual Class Payments, IRS 1099 Forms for the Non-Wage Portions, and IRS 1099 Forms to Aggrieved Employees for Individual PAGA Payments, as described in this Agreement.

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under U.S. Code § 468B and U.S. Treasury Regulation § 468B-1.

7.4 Notice to Class Members.

7.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Aggrieved Employees, Workweeks, and PAGA Pay Periods in the Class Data.

7.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via First-Class USPS Mail, the Class Notice in English with Spanish translation substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

7.4.3 Not later than 5 business days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.4.4 The deadlines for Class Members’ written objections, Challenges to Workweeks and/or PAGA Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 45 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.5 If the Administrator, Defendant, or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person, by videoconference, or by

telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of the Class Notice, or the deadline dates in the Class Notice, whichever is later.

7.5 Requests for Exclusion (Opt-Outs).

7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 45 days after the Administrator mails the Class Notice (plus an additional 30 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address, and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

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

7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Release under Paragraph 5.2, *et seq.* and 5.3, *et seq.* of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Non-Participating Class Members who are Aggrieved Employees will receive an Individual PAGA Payment and are barred from pursuing PAGA Penalties in accordance with Paragraph 5.3 of this Agreement. Aggrieved Employees have no ability to opt-out of the PAGA portion of the Settlement, and will be bound thereby if the Settlement is granted Court approval.

7.6 Challenges to Calculation of Workweeks and PAGA Pay Periods. Each Class Member shall have 45 days after the Administrator mails the Class Notice (plus an additional 30 days for Class Members whose Class Notice is re-mailed) to challenge the number of Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email, or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or PAGA Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to the

calculation of Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination to the challenges.

7.7 Objections to Settlement.

7.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Enhancement Award.

7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 45 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

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

7.7.4 Should a Participating Class Member submit both a Request for Exclusion (Opt-Out) and an Objection to Settlement, the Class Member will be treated as a Non-Participating Class Member who submitted only a Request for Exclusion.

7.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

7.8.1 Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, and the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, and emails.

7.8.2 Requests for Exclusion (Opt-Outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than seven (7) days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); and (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion.

7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or PAGA Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must provide the Administrator's assessment of the validity of the Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

7.8.4 Workweek and/or PAGA Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or PAGA Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

7.8.5 Administrator's Declaration. Not later than 14 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of the Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from the Settlement it received (both valid and invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

7.8.6 Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8 CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE. Based on its records, Defendant estimates that, as of February 10, 2026, (1) there were 85 Class Members and 11,695 Workweeks during the Class period, and (2) there were 54 Aggrieved Employees who worked 1,923 Pay Periods during the PAGA Period. If the actual number of Workweeks worked during the Class Period by Class Members eligible to participate in the Settlement is greater than 15% of this estimate (i.e., greater than 13,449), then Defendant shall increase the gross settlement proportionally on a pro rata basis above the 15% buffer (i.e. increase of 1% of the Maximum Settlement Amount if Class Workweeks are 16% greater than estimate).

9. DEFENDANT'S RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 15% of the total of all Class Members, Defendant may, in its sole discretion, unilaterally withdraw from and terminate the settlement no later than five (5) days prior to the date of the Final Approval Hearing. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendant must notify Class Counsel and the Court of their election to withdraw not later than 14 days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

10. MOTION FOR FINAL APPROVAL. Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a Motion for Final Approval of the Settlement that includes a request for approval of the PAGA Settlement under Labor Code section 2699, subd. (l), a proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than 7 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person, by videoconference, or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

10.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns and to determine whether the Agreement may be revised as necessary to obtain Final Approval. Neither Party is obligated to accept a material change to the Settlement. The Court's decision to award less than the amounts requested for the Class Representative Enhancement Awards, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administration Expenses Payment shall not constitute a material change to the Agreement within the meaning of this Paragraph.

10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of the Judgment, the Court will retain jurisdiction 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.

10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment set forth in this Settlement, the Parties, their respective Counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If a reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns by revising the Agreement as necessary to obtain Final Approval and entry of Judgment. Should they reach an agreement on revised Agreement, they shall work together expeditiously in good faith to obtain Final Approval and entry of Judgment, sharing, on a 50/50 basis any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Enhancement Award or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this Paragraph, as long as the Gross Settlement Amount remains unchanged.

11. AMENDED JUDGMENT. If any amended judgment is required under California Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment, provided doing so does not represent a material change from the terms of the Agreement.

12. NOTICE OF SETTLEMENT TO LWDA. Plaintiff and Class Counsel shall provide notice to the LWDA of the proposed settlement as required by California Labor Code section 2699, subdivision (1)(2),

as well as any other information required by law to be provided to the LWDA to effectuate the terms of this Agreement.

13. ADDITIONAL PROVISIONS.

13.1 No Admission of Liability, Class Certification, 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 Complaints 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. Further, nothing in this Agreement should be construed as an admission by Defendant that any of the allegations or facts in the Operative Complaints are accurate. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason, the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and the 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).

13.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify the other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This Paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

13.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this Paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

13.4 Integrated Agreement. Upon execution by all Parties and their Counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

13.5 Attorney Authorization. Class 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.

13.6 Cooperation. The Parties and their Counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Agreement (provided, however, that neither Party is required to accept a material change to the Agreement), 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 that Plaintiff is required to prepare and file with the Court, Plaintiff shall have the final right to submit such document to the Court, and Defendant shall have the right to file any objections if Defendant has a good faith basis to believe the document is not consistent with the terms of this Agreement or makes a misrepresentation.

13.7 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

13.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of U.S. Treasury Department Circular No. 230 (31 CFR Part 10, as amended) or otherwise.

13.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court. After the Preliminary Approval Order is entered, such amendment, modification, change, or waiver also requires Court approval.

13.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

13.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the State of California, without regard to conflict of law principles.

13.12 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.

13.13 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during the Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

13.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to California Evidence Code § 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or 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 90 days after the date when the Court discharges the 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 Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destruction, of Class Data.

13.15 Headings. The descriptive heading of any section or Paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

13.16 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.

13.17 Notice. All notices, demands or other communication 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 U.S. Mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff: Joseph D. Parsons, Esq.
jp@brockgonzales.com
BROCK & GONZALES, LLP
6701 Center Drive West, Ste. 610
Los Angeles, California 90045
Tel: (310) 294-9595
Fax: (310) 961-3673

To Defendant, Ramko, MFG, Inc.:

Jessica A. Crabbe, Esq.
jcrabbe@employerlaw.com
SCOTT & WHITEHEAD
2601 Main Street, Suite 510
Irvine, CA 92614
Telephone: (949) 222-0166
Facsimile: (949) 222-0113

13.18 Bankruptcy. In the event that the Defendant files for bankruptcy prior to the final disbursement of the Gross Settlement Amount, Plaintiff shall be permitted to file the claims asserted in the Action in the bankruptcy proceedings, and such claims are not limited by the amount of the Gross Settlement Amount as set forth in this Settlement Agreement. If any settlement funds have been disbursed as provided in this agreement as of the date Defendant files for bankruptcy, Defendant shall not be entitled to a return of such funds from the recipients. However, Defendant will be entitled to claim a credit for any previously disbursed funds in the bankruptcy proceedings.

13.19 Enforcement Action. The Parties agree this Agreement is final, binding, and enforceable pursuant to California Code of Civil Procedure section 664.6. The Parties further agree that the Riverside County Superior Court will have continuing jurisdiction over the Parties, the Actions, and this Agreement, including following any entry of Judgment for purposes of enforcement, interpretation, settlement administration, and any post-Judgment issues that arise. The prevailing party in any litigation for enforcement of the Agreement shall be entitled to reasonable attorneys' fees and costs as determined by the Court.

13.20 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (e.g., 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.

13.21 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to California Code of Civil Procedure § 583.330 to extend the date to bring a case to trial under California Code of Civil Procedure § 583.310 for the entire period of this settlement process.

AGREED AS TO CONTENT

Plaintiff Kilder Mazariegos

Dated: 04/09, 2026


Miladis Mazariegos (Apr 9, 2026 17:39:26 PDT)

Dated: _____, 2026

Ramko MFG, Inc.

Printed Name, Title

AGREED AS TO FORM

Dated: April 9, 2026

BROCK & GONZALES, LLP

By: 
D. Aaron Brock
Erica A. Gonzales
Joseph D. Parsons
Attorneys for Plaintiff Kilder Mazariegos

Dated: _____, 2026

SCOTT & WHITEHEAD

By: _____
Jessica A. Crabbe
Zachary M. Schwartz
Attorneys for Defendant Ramko MFG, Inc.

enforcement of the Agreement shall be entitled to reasonable attorneys' fees and costs as determined by the Court.

13.20 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (e.g., 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.

13.21 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to California Code of Civil Procedure § 583.330 to extend the date to bring a case to trial under California Code of Civil Procedure § 583.310 for the entire period of this settlement process.

AGREED AS TO CONTENT

Plaintiff Kilder Mazariegos

Dated: _____, 2026 _____

Dated: 04/09/2026, 2026 Ramko MFG, Inc.


Matt Andrei (Apr 9, 2026 15:29:26 PDT)

Matthew Andrei, Vice President
Printed Name, Title

AGREED AS TO FORM

Dated: _____, 2026 **BROCK & GONZALES, LLP**

By: _____

D. Aaron Brock
Erica A. Gonzales
Joseph D. Parsons
Attorneys for Plaintiff Kilder Mazariegos

Dated: April 9, 2026

SCOTT & WHITEHEAD

By:  _____

Jessica A. Crabbe
Zachary M. Schwartz
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Kilder Mazariegos

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

KILDER MAZARIEGOS, individually,
and on behalf of other members of the
general public similarly situated;

Plaintiffs

vs.

RAMKO MFG, Inc., a California
corporation; and DOES 1-50, inclusive,

Defendants.

Case No. CVRI2504114

Assigned to Hon. Harold W. Hopp

**AMENDMENT NO. 1 TO THE CLASS
ACTION AND PAGA SETTLEMENT
AGREEMENT**

Complaint Filed: July 22, 2025
FAC Filed: September 29, 2025
Trial Date: None set

AMENDMENT NO. 1 TO THE CLASS ACTION AND PAGA SETTLEMENT
AGREEMENT

Plaintiff Kilder Mazariegos (“Plaintiff”) and Defendant Ramko MFG, Inc. (“Defendant”) (collectively, the “Parties”), pursuant to Paragraphs 6.5 and 13.9 of the Class Action and PAGA Settlement Agreement, entered into on or around April 9, 2026 (the “Agreement”), hereby agree to **amend and supplant** the following terms only as stated herein. The amendments contained herein modify and are hereby incorporated into the Agreement by reference as follows:

A. Paragraph 4.1.3 is hereby amended and shall now state only the following:

For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall cancel that check and redistribute the funds it represents, on a pro rata basis according to Workweeks, to those Participating Class Members who timely cashed their Individual Class Payment checks, by way of a single second distribution check, without further order of the Court. For any Individual PAGA Payment check that remains uncashed as of the void date, the Administrator shall cancel that check and redistribute the funds it represents, on a pro rata basis according to PAGA Pay Periods, to those Aggrieved Employees who timely cashed their Individual PAGA Payment checks.

B. Paragraph 7.8.6 is hereby amended and shall now state only the following:

Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing (a) the date on which the Individual Class Payment and Individual PAGA Payment checks were mailed; (b) the total number of such checks mailed; (c) the average amount of those checks; (d) the number of checks that remained uncashed

as of the void date; (e) the total value of those uncashed checks; (f) the average amount of the uncashed checks; and (g) the nature and date of the disposition of those uncashed or unclaimed funds, including any redistribution made to Participating Class Members or Aggrieved Employees pursuant to Paragraph 4.1.3. At least 15 days before any deadline set by the Court, the Administrator will prepare and submit to Class Counsel and Defense Counsel a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement and to the redistribution or other disposition of any uncashed check funds as described above. Class Counsel is responsible for filing the Administrator's declaration in Court.

AGREED AS TO CONTENT

Plaintiff Kilder Mazariegos

Dated: August 5, 2026


Miladis Mazariegos (Aug 5, 2026 08:28:57 PDT)

Dated: 08/10/2026, 2026

Ramko MFG, Inc.


Matt Andrei (Aug 10, 2026 12:48:35 PDT)

Matthew Andrei, Vice President

Printed Name, Title

AGREED AS TO FORM

Dated: August 4, 2026

BROCK & GONZALES, LLP

By: 

D. Aaron Brock

Erica A. Gonzales

Joseph D. Parsons

Attorneys for Plaintiff Kilder Mazariegos

1 Dated: August 4, 2026

SCOTT & WHITEHEAD

2 By: /s/ Jessica A. Crabbe

3 Jessica A. Crabbe

4 Zachary M. Schwartz

5 *Attorneys for Defendant Ramko MFG, Inc.*

Exhibit A

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

Kilder Mazariegos v. Ramko MFG, Inc., et al.
Riverside County Superior Court Case No. CVRI2504114

***The Superior Court for the State of California authorized this Notice. Read it carefully.
It is not junk mail, spam, an advertisement or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Defendant Ramko MFG, Inc. (“Defendant”) for alleged wage and hour violations. The Action was filed by a former employee of Defendant Kilder Mazariegos (“Plaintiff”) and seeks payment of (1) wages and other relief for a class of all persons currently or formerly employed by Defendant as hourly-paid, non-exempt during the Class Period (i.e., from July 22, 2021 to June 16, 2026) (“Class Members”); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all persons currently and formerly employed by Defendant as hourly-paid, non-exempt during the PAGA Period (i.e., July 22, 2024 to June 16, 2026) (“Aggrieved Employees”).

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

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

The above estimates are based on Defendant’s records showing that **you worked [REDACTED] workweeks** during the Class Period and **you worked [REDACTED] pay periods** during the PAGA Period. If you believe that you worked more workweeks or pay periods during either period, you can submit a challenge by the deadline date. See Section 4.c. of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1). **Do Nothing.** You don’t have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Released Class Claims (defined below) against Defendant.

- (2). **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue wage claims arising during the Class Period against Defendant, and, if you are an Aggrieved Employee, you remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Class Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is [Response Deadline]	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released PAGA Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by [Response Deadline]	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [REDACTED]. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's

	virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Workweeks/PAGA Pay Period Disputes Must be Submitted by [Response Deadline].	The amount of your Individual Class Payment and Individual PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many pay periods you worked at least one day during the PAGA Period, respectively. The number of Class Workweeks and number of PAGA Pay Periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must dispute it by [Response Deadline]. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant. The Action accuses Defendant of violating California labor laws by failing to pay overtime wages, minimum wages, wages due during employment and upon termination, reimbursable business expenses, and failing to provide compliant meal periods and rest breaks, accurate itemized wage statements, and maintain requisite payroll records. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Lab. Code, § 2698, et seq.) ("PAGA"). Plaintiff is represented by attorneys in the Action, D. Aaron Brock, Erica Gonzales, and Joseph D. Parsons of Brock & Gonzales, LLP ("Class Counsel").

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

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

So far, the Court has made no determination whether Defendant or Plaintiff are correct on the merits. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating to end the case by settling the case rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable, and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) the Settlement is in the best interests of the Class Members and Aggrieved Employees.

The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

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

- a. Defendant will pay \$233,900 as the Gross Settlement Amount (“Gross Settlement”). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorneys’ fees and expenses, the Administration Expenses Payment, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Defendant will fund the Gross Settlement within forty-five (45) business days of preliminary approval by the Court. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
- b. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - 1). Up to \$77,966.67 to Class Counsel for attorneys’ fees and up to \$10,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - 2). Up to \$10,000 as an Enhancement Award for filing the Action, working with Class Counsel and representing the Class. The Class Representative Enhancement Award will be the only monies Plaintiff will receive other than Plaintiff’s Individual Class Payment and any Individual PAGA Payment.
 - 3). Up to \$7,000 to the Administrator for services administering the Settlement.
 - 4). Up to \$25,000 for PAGA Penalties, allocated 65% to the LWDA PAGA Payment and 35% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.
- c. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Workweeks.
- d. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 15% of each Individual Class Payment to taxable wages (“Wage Portion”) and 85% to interest and penalties (“Non-Wage Portion”). The Wage Portion is subject to withholding for employee payroll taxes and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms. Although Plaintiff and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from

the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

- e. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash your check by the void date, the Administrator will cancel it and redistribute the funds it represents, on a pro rata basis according to Workweeks (for Individual Class Payments) or PAGA Pay Periods (for Individual PAGA Payments), to those Participating Class Members or Aggrieved Employees who timely cashed their checks, by way of a single second distribution check. No portion of the Gross Settlement Amount will revert to Defendant or be paid to a third-party recipient.
- f. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than [Response Deadline], that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by [Response Deadline]. The Request for Exclusion should be a letter from a Class Member or his/her/their representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendant. You may utilize the Request for Exclusion Form included with this Notice should you choose to exclude yourself from the Class Settlement.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who are also Aggrieved Employees can exclude themselves from the Class Settlement (Non-Participating Class Members) but will remain eligible for Individual PAGA Payments and are required to give up their right to assert Released PAGA claims against Defendant.

- g. The Proposed Settlement Will Be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.
- h. Administrator. The Court has appointed a neutral company, Phoenix Class Action Administration Solutions (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide disputes over Workweeks and/or Pay Periods, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.
- i. Participating Class Members' Release. After the Judgment is final and Defendant has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue or be part of any other lawsuit against Defendant or related entities for wages based on the Class Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims, demands, rights, liabilities, legal theories, and causes of action, both potential and actual, that were raised in the Operative Complaints and/or the PAGA Notice, including claims under California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802; the California Industrial Welfare Commission Wage Orders; Cal. Code Regs., Title 8, sections 3395, 11010, and 11000, et seq.; California Business and Professions Code section 17200, et seq.; unpaid regular wages; unpaid or underpaid overtime; failure to authorize and permit meal breaks and rest breaks; all claims relating to meal or rest and recovery periods; unpaid meal or rest and recovery premiums; underpaid meal or rest and recovery premiums; failure to timely pay all wages due during employment; failure to timely pay all wages due upon termination and separation of employment; failure to provide accurate and complete wage statements; failure to keep complete and accurate payroll records; failure to reimburse necessary business expenses; unfair competition based on the foregoing; unlawful business practices based on the foregoing; fraudulent business practices based on the foregoing; waiting time penalties based on the foregoing; interest; fees; costs; and any other claims that may have been raised in Plaintiff's Operative Complaints ("Released Claims"). Except as set forth in Paragraph 5.3 of the Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside of the Class Period.

"Released Parties" means Defendant and its current and former subsidiaries, parents, and affiliates.

- j. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and after Defendant has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, along with the LWDA, cannot sue, continue to sue or participate in any other PAGA claim against Defendant or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

Plaintiff, Aggrieved Employees, the LWDA, and the State of California release the Released Parties of and from the Released PAGA Claims that could have been asserted under PAGA based on the facts alleged in the PAGA Notice provided to the LWDA and in the Operative Complaint,

including, but not limited to, Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802.

“Released Parties” means Defendant and its current and former subsidiaries, parents, and affiliates.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

- a. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
- b. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing 35% of the PAGA Penalties (\$8,750) by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual Aggrieved Employee.
- c. Workweek Challenges/Pay Period Disputes. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant’s records, are stated on the first page of this Notice. You have until [Response Deadline] to challenge the number of Workweeks or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator’s contact information.

You need to support your challenge by sending written evidence. The Administrator will accept Defendant’s calculation of Workweeks based on Defendant’s records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant’s Counsel. The Administrator’s decision is final. You can’t appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

- a. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn’t opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
- b. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator’s contact information.

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

Submit a written and signed letter with your name, present address, telephone number and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request to be excluded. Be sure to personally sign your request, identify the Action as *Mazariegos v. Ramko MFG, Inc.*, and include your identifying information (full name, address, telephone number, approximate dates of employment and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Settlement Administrator must be sent your request to be excluded by [Response Deadline], or it will be invalid.** Section 9 of this Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least 16 court days before the [Date] Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Attorneys' Fees, Attorneys' Litigation Expenses and Class Representative Service Payment stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Payment. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's website at [insert website] or the Court's website at <https://epublic-access.riverside.courts.ca.gov/public-portal/>.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Class Representative Service Payment may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written Notices of Objection to the Settlement Administrator is [Response Deadline].** Be sure to tell the Administrator what you object to, why you object and any facts that support your objection. Make sure you identify the Action (*Mazariegos v. Ramko MFG, Inc.*) and include your name, current address, telephone number and approximate dates of employment for Defendant and sign the objection. Section 9 of this Notice has the Administrator's contact information. You may utilize the Objection Form, included with this Notice, should you choose to object.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [Date] at [Time] in Department 1 of the Riverside County Superior Court, Historic Courthouse, located at 4050 Main Street, Riverside, California 92501. At the hearing, the Court will decide whether the proposed Settlement is fair, adequate, and reasonable, and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff and the Administrator. The Court will invite comment from objectors,

Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via <https://www.riverside.courts.ca.gov/general-information/remote-appearances/remote-appearance-meeting-numbers>. Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website at [insert website] beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. The Settlement Agreement is entitled the "Class Action and PAGA Settlement Agreement," as amended by "Amendment No. 1 to the Class Action and PAGA Settlement Agreement," (collectively, the "Amended Settlement Agreement"). The Amended Settlement Agreement was attached as Exhibit 1 to the Declaration of Joseph D. Parsons in Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement, filed September 2, 2026.

The easiest way to read the Settlement Agreement, the Judgment, or any other Settlement documents is to go to the Administrator's website at [insert website]. You may also review the Settlement Agreement, this Notice, and all other papers filed in the Action online at the court's website: <https://epublic-access.riverside.courts.ca.gov/public-portal/> and entering Case No. CVRI2504114. You can also make an appointment to personally review court documents in the Clerk's Office at the Riverside Historic Courthouse by calling (951) 777-3147.

You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below.

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

Settlement Administrator:

Name of Company: Phoenix Class Action Administration Solutions

Email Address: _____

Mailing Address: _____

Telephone: _____

Fax Number: _____

Class Counsel:

Joseph D. Parsons

jp@brockgonzales.com

Brock & Gonzales, LLP

6701 Center Drive West, Ste. 610, Los Angeles, California 90045

Telephone: (310) 294-9595

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

REQUEST FOR EXCLUSION FROM CLASS SETTLEMENT

Kilder Mazariegos v. Ramko MFG, Inc.

Riverside County Superior Court Case No. CVRI2504114

I understand that by signing and submitting this Request for Exclusion, I am asking to be excluded (opt out) of the Class Settlement in this Action. I understand that if I exclude myself, I will not receive an Individual Class Payment, but I will keep the right to bring my own lawsuit against Defendant Ramko MFG, Inc. for wage and hour claims arising during the Class Period. I further understand that I cannot exclude myself from the PAGA portion of the Settlement and will still be bound by the release of PAGA claims.

Full Name: _____

Current Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Approximate Dates of Employment with Defendant: _____

Last Four Digits of Social Security Number: _____

☐ I request to be excluded from the Class Settlement in *Kilder Mazariegos v. Ramko MFG, Inc.*

Date: _____

Signature: _____

OBJECTION TO PROPOSED SETTLEMENT

Kilder Mazariegos v. Ramko MFG, Inc.

Riverside County Superior Court Case No. CVRI2504114

I am a Participating Class Member and do not wish to exclude myself from the Class Settlement. I submit this Objection to inform the Court of my disagreement with some or all aspects of the proposed Settlement.

Full Name: _____

Current Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Approximate Dates of Employment with Defendant: _____

Last Four Digits of Social Security Number: _____

MY OBJECTION:

(Explain what part(s) of the Settlement you object to, the reasons why, and provide any facts to support your objection. Attach additional pages if needed.)

Date: _____

Signature: _____

Exhibit 2



CLAYTON | BRANDES

6701 Center Drive West, Suite 610

Los Angeles, CA 90045

Tel: (310) 294-9595

Fax: (310) 961-3673

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Attorneys for Plaintiff

Kilder Mazariegos

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

KILDER MAZARIEGOS, individually,
and on behalf of other members of the
general public similarly situated;

Plaintiffs

vs.

RAMKO MFG, Inc., a California
corporation; and DOES 1-50, inclusive,

Defendants.

Case No. CVRI2504114

Assigned to Hon. Harold W. Hopp

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Trial Date: None set

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Plaintiff Kilder Mazariegos (“Plaintiff”) and Defendant Ramko MFG, Inc. (“Defendant”) (collectively, the “Parties”), pursuant to Paragraphs 6.5 and 13.9 of the Class Action and PAGA Settlement Agreement, entered into on or around April 9, 2026 (the “Agreement”), hereby agree to **amend and supplant** the following terms only as stated herein. The amendments contained herein modify and are hereby incorporated into the Agreement by reference as follows:

A. Paragraph 4.1.3 is hereby amended and shall now state only the following:

For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall ~~transmit the funds represented by such checks to The Justice Gap Fund maintained by the State Bar of California~~ cancel that check and redistribute the funds it represents, on a pro rata basis according to Workweeks, to those Participating Class Members who timely cashed their Individual Class Payment checks, by way of a single second distribution check, without further order of the Court. For any Individual PAGA Payment check that remains uncashed as of the void date, the Administrator shall cancel that check and redistribute the funds it represents, on a pro rata basis according to PAGA Pay Periods, to those Aggrieved Employees who timely cashed their Individual PAGA Payment checks.

B. Paragraph 7.8.6 is hereby amended and shall now state only the following:

Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing ~~its disbursements by employee identification number only of all payments made under this~~

1 ~~Agreement. At least 15 days before any deadline set by the Court,~~
2 ~~the Administrator will prepare, and submit to Class Counsel and~~
3 ~~Defense Counsel, a signed declaration suitable for filing in Court~~
4 ~~attesting to its disbursement of all payments required under this~~
5 ~~Agreement. Class Counsel is responsible for filing the~~
6 ~~Administrator's declaration in Court~~(a) the date on which the
7 Individual Class Payment and Individual PAGA Payment checks
8 were mailed; (b) the total number of such checks mailed; (c) the
9 average amount of those checks; (d) the number of checks that
10 remained uncashed as of the void date; (e) the total value of those
11 uncashed checks; (f) the average amount of the uncashed checks;
12 and (g) the nature and date of the disposition of those uncashed or
13 unclaimed funds, including any redistribution made to Participating
14 Class Members or Aggrieved Employees pursuant to Paragraph
15 4.1.3. At least 15 days before any deadline set by the Court, the
16 Administrator will prepare and submit to Class Counsel and Defense
17 Counsel a signed declaration suitable for filing in Court attesting to
18 its disbursement of all payments required under this Agreement and
19 to the redistribution or other disposition of any uncashed check
20 funds as described above. Class Counsel is responsible for filing the
21 Administrator's declaration in Court.

22 **AGREED AS TO CONTENT**

23
24 Plaintiff Kilder Mazariegos

25 Dated: _____, 2026 _____

Dated: _____, 2026

Ramko MFG, Inc.

Printed Name, Title

AGREED AS TO FORM

Dated: _____, 2026

BROCK & GONZALES, LLP

By: _____
D. Aaron Brock
Erica A. Gonzales
Joseph D. Parsons
Attorneys for Plaintiff Kilder Mazariegos

Dated: _____, 2026

SCOTT & WHITEHEAD

By: _____
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