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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

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

Date: November 20, 2026
Time: 8:30 a.m.
Dept: 1

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

SUPPLEMENTAL 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 and PAGA Settlement.

2. On October 2, 2026, the Court continued the Hearing on Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement ("Preliminary Approval Motion") to November 20, 2026. Corrections in response to that ruling are addressed in turn below.

Tentative Ruling, Range of Individual Recoveries (CMO ¶ G.3.a.iv)

3. **"The record shows the pro-rata formula and the class-size assumptions, but does not state a high/low range of individual recoveries. There are 85 Class Members and 11,695 workweeks during the Class Period. Individual Class Payments are pro rata by workweeks dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members and multiplying by each member's workweeks. (CMO G.3.a.iv)"** Here, Defendant confirmed that the lowest workweek value in the class is one (1) workweek while the highest is 243 workweeks. Meanwhile, the net workweek value is approximately $8.96 (net settlement amount of $104,783.33 ÷ 11,695 workweeks = ~$8.96/workweek). Accordingly, the range is $8.96 on the low end and $2,177.20 on the high end for individual recoveries.

Tentative Ruling Item 9 (CMO ¶ G.3.a.vii)

4. **"Plaintiff's counsel does not indicate whether they made a reasonable inquiry within the law firm regarding any class or representative action in any other court. (CMO G.3.a.vii)"** I made a reasonable inquiry, by email, of the other attorneys at Brock & Gonzales, LLP, including D. Aaron Brock and Erica A. Gonzales, regarding whether any of them was aware of any class, representative, or collective action against Defendant in any other court. No other law firm is associated in this action. No one was aware of any such action.

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Tentative Ruling Item 21 (CMO ¶ G.3.e.i)

5. **"Released Parties are not limited to named defendants (including officers, directors, employees, and agents as it includes 'Defendant and its current and former subsidiaries, parents, and affiliates'" (CMO ¶ G.3.e.i)** The Parties have executed Amendment No. 2 to the Class Action and PAGA Settlement Agreement ("Amendment No. 2") (the Agreement, as amended by Amendment No. 1 and Amendment No. 2, is referred to as the "Second Amended Settlement Agreement"). Paragraph 1.39 of the Second Amended Settlement Agreement now limits the release to Defendant and its officers, directors, employees, and agents. Attached hereto as **Exhibit 1** is a true and correct redlined copy of Amendment No. 2 to the Class Action and PAGA Settlement Agreement. Attached hereto as **Exhibit 2** is a true and correct fully executed "clean" copy of the Second Amended Settlement Agreement.

Tentative Ruling Item 22 (CMO ¶¶ G.3.e.ii–iii)

6. **"The class action release is not limited to the claims, class period, and facts alleged in the complaint as it includes potential and actual class claims and/or PAGA claims. (CMO ¶¶ G.3.e.ii – iii.)"** The Second Amended Settlement Agreement has modified Paragraph 5.2 to limit the release to the claims stated in the operative complaint and those based solely upon the facts alleged in the complaint. See Ex. 1-2.

Tentative Ruling Item 27 (CMO ¶¶ G.9.b.iv–viii)

7. **"The Parsons Declaration does not include the amount defendant likely to be found liable at trial, states the likelihood violations were knowing and intentional would be hard to prove and does not include facts suggesting full penalties would be unjust/oppressive/confiscatory. He declares the $25,000 figure was arrived at after a Discount-Factor analysis, but there is no step-by-step derivation from the $769,200 maximum to the $25,000 agreed amount (roughly a 97% discount)."** Paragraphs 16 through 34 of my September 9, 2026 Declaration set out Defendant's maximum theoretical exposure for each claim and the defenses Defendant would have raised. I provide the following supplemental analysis to set out my estimate of the amount the Class could reasonably expect to recover at trial on each claim, the reasons for each estimate, and the likely award for all claims collectively.

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8. "Estimates of a fair settlement figure are 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). Accordingly, to value each claim within a realistic range of outcomes, I applied three factors to Defendant's maximum exposure: (a) the risk that certification would be denied because Plaintiff's claims are not typical of the Class; (b) the risk that certification would be denied because of claim-specific individualized issues; and (c) the risk of losing on the merits at summary judgment, on a motion to decertify, or at trial. The three factors are multiplied together to produce, for each claim, the combined chance of both certifying the claim and recovering full damages or penalties at trial. For the two derivative claims (final pay and wage statements), factor (b) reflects the chance of establishing a predicate violation on a class-wide basis, and factor (c) reflects the chance of proving willfulness or a knowing and intentional violation. For all claims, Defendant's facially compliant policies—including automated premium payments—weigh against a finding that Defendant violated the Labor Code in a knowing and intentional manner.

9. Typicality (applied to all claims). Plaintiff worked for Defendant primarily as a Truck Driver and experienced most of the alleged violations in that role. According to Defendant's records, however, fewer than five (5) Class Members worked as Truck Drivers during the Class Period. Nearly all of the Class worked in Defendant's facility manufacturing plastic molds, under different supervision, schedules, and working conditions. Defendant would have argued that Plaintiff's experiences are not typical of the Class, and that risk applies to every claim regardless of the merits of the claim itself. I therefore applied a 50% typicality factor to each claim. After that, I applied claim-by-claim certification-related discounts based on each specific claim, and the potential defenses that could have been raised in response.

10. Applying these factors, Plaintiff's analysis of Defendant's realistic exposure at trial is summarized in the table below:

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Claim	Potential Maximum Damages/Penalties	Realistic Estimated Exposure at Trial
Overtime[1]	$210,510.00	$14,735.70
Meal Periods[2]	$350,850.00	$35,085.00
Rest Periods[3]	$701,700.00	$49,119.00
Business Expenses[4]	$80,655.17	$4,839.31
Final Pay[5]	$213,120.00	$15,984.00
Wage Statements Penalties[6]	$189,600.00	$16,590.00
PAGA Penalties[7]	$769,200.00	$24,187.73
TOTAL	**$2,515,635.17**	**$160,540.74**

11. PAGA Exposure. Defendant's maximum theoretical PAGA exposure is $769,200.00. That figure assumes Plaintiff would prove all four predicate violations for all 54 Aggrieved Employees in every one of the 1,923 PAGA pay periods, and that the Court would impose four separate $100 penalties per pay period without reduction. Realistically, that maximum is subject to substantial risk. Plaintiff's driver-based evidence does little to prove violations suffered by facility employees, and the underlying claims face the same merits defenses as the class claims. In addition, the 2024 amendments to PAGA cap penalties at 15% for

[1] 11,695 Class workweeks × $24.00 average hourly rate × 1.5 overtime multiplier × 30 minutes of off-the-clock work per week ($210,510.00) × 7% chance of both certifying the claim and recovering full damages at trial (50% typicality × 40% certification × 35% merits). Plaintiff's off-the-clock claims were impacted by Defendant's defenses as to meal periods as the primary predicate for these claims were work that Plaintiff allegedly performed during unpaid meal periods as a truck driver.

[2] 11,695 Class workweeks × 5 shifts per week × estimated 25% violation rate × $24.00 average hourly rate ($350,850.00) × 10% chance of both certifying the claim and recovering full damages at trial (50% typicality × 50% certification × 40% merits). In its defense, Defendant contends its automated timekeeping system automatically pays premiums for short, missed, or late meal periods, so its time and pay records would not support a presumption of noncompliance under *Donohue v. AMN Services, LLC*, 11 Cal. 5th 58 (2021). Plaintiff would have needed to prove that work was being performed during facially compliant meal periods.

[3] 11,695 Class workweeks × 5 shifts per week × 50% violation rate × $24.00 average hourly rate ($701,700.00) × 7% chance of both certifying the claim and recovering full damages at trial (50% typicality × 35% certification × 40% merits).

[4] 11,695 Class workweeks ÷ 4.35 weeks per month = 2,688.5 months × $30.00 per month in unreimbursed cell phone expenses ($80,655.17) × 6% chance of both certifying the claim and recovering full damages at trial (50% typicality × 30% certification × 40% merits). Plaintiff assigned no value to the commercial driver's license theory.

[5] 37 former employees × $24.00 average hourly rate × 8-hour average shift × 30 days of waiting-time penalties ($213,120.00) × 7.5% chance of both establishing a predicate violation class-wide and proving willfulness at trial (50% typicality × 50% predicate × 30% willfulness).

[6] (1,923 wage statements × $100) − (54 employees × $50 initial-violation adjustment) ($189,600.00) × 8.75% chance of both establishing a predicate violation class-wide and proving a knowing and intentional violation at trial (50% typicality × 50% predicate × 35% knowing and intentional).

[7] 1,923 PAGA pay periods × $400 per pay period ($100 for each of four predicate violations) ($769,200.00) × approximately 3.14% chance of recovering full penalties at trial. The step-by-step derivation appears in Paragraphs 12-17.

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employers that took all reasonable steps to comply, and courts have declined to stack multiple penalties within a single pay period. The Court also has discretion to reduce penalties that would be unjust, arbitrary and oppressive, or confiscatory. That discretion is likely to be exercised here because Defendant maintained facially compliant written policies, automatically paid meal period premiums, and has no prior Labor Commissioner citations or adverse findings for the same violations, and because the PAGA penalties largely duplicate the class recovery. Defendant likely would have produced dozens of sworn witness declarations attesting that its policies were code-compliant. Applying these factors in sequence, as set out below, I estimate Defendant's likely PAGA liability at trial to be approximately $24,187.73.

12. I estimate that Defendant would likely be found liable for approximately $24,187.73 in PAGA penalties at trial. Starting from the $769,200.00 maximum (1,923 PAGA pay periods × $400 per pay period), I reduced the penalties by 50% for the representativeness of Plaintiff's proof ($384,600.00); by 65% for the risk of failing to prove the underlying violations ($134,610.00); by 42.5% for the statutory cap, reflecting a 50% chance of an 85% reduction ($77,400.75); by 37.5% for stacking, reflecting a 50% chance of a 75% reduction ($48,375.47); and by 50% for the Court's discretionary reduction ($24,187.73). Together, these reductions total approximately 96.9% of the maximum. The $25,000.00 PAGA allocation slightly exceeds Defendant's likely liability at trial and represents 3.25% of the maximum. Each reduction is explained below.

13. Representativeness of Plaintiff's proof (50% reduction). Plaintiff's personal knowledge of the alleged violations comes primarily from his work as a Truck Driver, a position held by fewer than five of the 54 Aggrieved Employees during the PAGA Period. Plaintiff's own testimony would therefore do little to establish violations suffered by facility employees, who make up nearly all of the Aggrieved Employees. Plaintiff would have had to prove those violations through other evidence.

14. Proving the underlying violations (65% reduction). The PAGA penalties are based on the same four predicate violations as the class claims (overtime, meal periods, rest periods, and business expenses), and they face the same defenses on the merits. These include Defendant's

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compliant written policies, its automated payment of meal period premiums, the knowledge requirement for off-the-clock work, the rest period claim's dependence on survey evidence, and the employee declarations Defendant would have produced to rebut that evidence.

15. Statutory cap (42.5% reduction). Plaintiff's PAGA notice was filed after the 2024 amendments to PAGA took effect. Under those amendments, if an employer took all reasonable steps to comply with the Labor Code provisions at issue before receiving the PAGA notice, recoverable penalties are capped at 15% of the penalties otherwise sought. See Cal. Lab. Code § 2699(g)(1). I estimate a 50% chance the Court would apply the cap, which would reduce penalties by 85%. That produces an expected reduction of 42.5% (50% × 85%), leaving 57.5% of the penalties.

16. Stacking (37.5% reduction). My maximum calculation assumed four separate $100 penalties for every pay period, one for each predicate violation. Courts have declined to impose multiple penalties per pay period in which a violation occurred. *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504, 517–18 (2018). If the Court imposed only one $100 penalty per pay period, penalties would be reduced by 75%. I estimate a 50% chance the Court would decline to stack penalties. A 50% chance of a 75% reduction produces an expected reduction of 37.5%.

17. Discretionary reduction (50% reduction). The Court may award a lesser amount than the maximum civil penalty "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). For the reasons above, I estimate the Court would reduce any remaining penalties by at least 50% to reflect Defendant's good-faith compliance efforts and the duplicative nature of the PAGA penalties relative to the class recovery.

18. Knowing and intentional violations. I estimate the likelihood that any violation would be proven knowing and intentional at approximately 35%, given Defendant's facially compliant written policies, its automated payment of meal period premiums, and the absence of any prior Labor Commissioner citations or adverse findings.

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Tentative Ruling Item 29 (CMO ¶¶ G.3.e.iv, G.9.d.i, G.9.d.iii)

19. **"The PAGA release is defined as follows: 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."** Amendment No. 2 revises Paragraph 5.3 so that the PAGA release binds only Plaintiff and the State of California, releases only claims for civil penalties for the violations identified in Plaintiff's PAGA Notice to the extent alleged in the Operative Complaint, and expressly preserves Aggrieved Employees' claims for wages or damages. The provision deeming Aggrieved Employees to have released "any claims arising out of PAGA" has been removed. See Ex. 1–2.

Tentative Ruling Item 30 (CMO ¶ G.9.d.ii)

20. **"The Agreement's PAGA release runs to 'Released Parties,' defined as 'Defendant and its current and former subsidiaries, parents, and affiliates.'"** Released Parties now means "Defendant and its officers, directors, employees, and agents." See Ex. 1-2.

Tentative Ruling Item 37 (CMO ¶ G.4.h)

21. **"The proposed order does not expressly direct counsel/administrator to notify objectors of any continuance."** This has been addressed in Paragraph 14 of the [Revised Proposed] Order Granting Preliminary Approval of Class Action and PAGA Settlement ("Revised Proposed Order"), filed concurrently herewith.

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Tentative Ruling Item 46 (CMO ¶ G.5.c)

22. **"The notice does not include the court's address."** The original notice included the Court's address in Section 8. A revised notice is attached to the Revised Proposed Order as Exhibit A which also lists the Court's address on the first page. A true and correct redlined version of the Revised Notice is attached hereto as **Exhibit 3**.

Tentative Ruling Item 51 (CMO ¶¶ G.7.a, G.8.a)

23. **"The objection and exclusion forms attached to the proposed order do not include the name and address of the administrator, and instruct that the forms must be mailed to the settlement administrator by a specific date."** This has been addressed in Exhibits B and C to the [Revised Proposed] Order filed concurrently herewith. A true and correct redlined version of the revised Exclusion Form is attached hereto as **Exhibit 4**.

Tentative Ruling Items 52–53 (CMO ¶¶ G.7.b, G.8.b)

24. **"The objection and exclusion forms are not limited to the identity of the class member, basis for objection and contact information as they each request the Approximate Dates of Employment and Last Four Digits of Social Security Number[.]"** This has been addressed in Exhibits B and C to the [Revised Proposed] Order filed concurrently herewith. A true and correct redlined version of the revised Objection Form is attached hereto as **Exhibit 5**.

25. A true and correct redlined version of the [Revised Proposed] Order, showing changes from the [Proposed] Order filed September 9, 2026, is attached hereto as **Exhibit 6**.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on October 27, 2026, at Westlake Village, California.

Joseph D. Parsons

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Exhibit 1

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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;

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Defendants.

Case No. CVRI2504114

Assigned to Hon. Harold W. Hopp

AMENDMENT NO. 2 TO THE CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

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

AMENDMENT NO. 2 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"), and Amendment No. 1 to the Class Action and PAGA Settlement Agreement, entered into on or around August 10, 2026 ("First Amended Settlement 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 1.39 is hereby amended and shall now state only the following:**

"Released Parties" means: Defendant and its ~~current and former subsidiaries, parents, and affiliates~~ officers, directors, employees, and agents.

B. **Paragraph 5 introduction is hereby amended and shall now state only the following:**

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, Participating Class Members, the State of California~~Class Members, Aggrieved Employees~~, and Class Counsel will release claims against all Released Parties as follows:

C. **Paragraph 5.2 is hereby amended and shall now state only the following:**

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 alleged in

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the Operative Complaint, or that are based solely on the facts alleged in the Operative Complaint, arising during the Class Period~~, 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; and costs~~; and any other claims that may have been raised in Plaintiff's Operative Complaints~~ ("Released Class 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

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of the Class Period.

D. Paragraph 5.3 is hereby amended and shall now state only the following:

Release of PAGA claims by Plaintiff and the State of California ~~and LWDA and Aggrieved Employees~~: Plaintiff and the State of California release the Released Parties from all claims for civil penalties under PAGA that could have been sought by the Labor Commissioner for the violations identified in Plaintiff's PAGA Notice to the LWDA, to the extent alleged in the Operative Complaint. Plaintiff does not release any Aggrieved Employee's claim for wages or damages.~~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. 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.~~

E. Amendment No. 2 adds Paragraph 5.4:

A copy of this Agreement will be provided to the LWDA concurrently with submission of the Preliminary Approval Motion.

AGREED AS TO CONTENT

Plaintiff Kilder Mazariegos

Dated: _____, 2026 _____

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

Exhibit 2

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 remainer 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 (l)(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 Crabbe
Jessica A. Crabbe
Zachary M. Schwartz
Attorneys for Defendant Ramko MFG, Inc.

BROCK & GONZALES
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eg@brockgonzales.com
JOSEPH D. PARSONS, STATE BAR NO. 340074
jp@brockgonzales.com

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

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

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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

Dated: August 4, 2026

SCOTT & WHITEHEAD

By: */s/ Jessica A. Crabbe*

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

B&G BROCK & GONZALES

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JOSEPH D. PARSONS, STATE BAR NO. 340074
jp@brockgonzales.com

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

AMENDMENT NO. 2 TO THE CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

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

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AMENDMENT NO. 2 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"), and Amendment No. 1 to the Class Action and PAGA Settlement Agreement, entered into on or around August 10, 2026 ("First Amended Settlement 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 1.39 is hereby amended and shall now state only the following:**

> "Released Parties" means: Defendant and its officers, directors, employees, and agents.

B. **Paragraph 5 introduction is hereby amended and shall now state only the following:**

> **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, Participating Class Members, the State of California, and Class Counsel will release claims against all Released Parties as follows:

C. **Paragraph 5.2 is hereby amended and shall now state only the following:**

> 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 that were alleged in the Operative Complaint, or that are based solely on the facts alleged in the Operative

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Complaint, arising during the Class Period, 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 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; and costs ("Released Class 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.

D. Paragraph 5.3 is hereby amended and shall now state only the following:

Release of PAGA claims by Plaintiff and the State of California: Plaintiff and the State of California release the Released Parties

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from all claims for civil penalties under PAGA that could have been sought by the Labor Commissioner for the violations identified in Plaintiff's PAGA Notice to the LWDA, to the extent alleged in the Operative Complaint. Plaintiff does not release any Aggrieved Employee's claim for wages or damages.

E. Amendment No. 2 adds Paragraph 5.4:

A copy of this Agreement will be provided to the LWDA concurrently with submission of the Preliminary Approval Motion.

AGREED AS TO CONTENT

Plaintiff Kilder Mazariegos

Dated: 10/06/2026, 2026 Kilder Mazariegos

Dated: Oct 13, 2026, 2026 Ramko MFG, Inc.

Matthew Andrei (Oct 13, 2026 04:11:39 PDT)

Matthew Andrei, Vice President

Printed Name, Title

AGREED AS TO FORM

Dated: October 6, 2026 **BROCK & GONZALES, LLP**

By: _____

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

Dated: October 15, 2026 **SCOTT & WHITEHEAD**

By: Jessica Crabbe

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

Exhibit 3

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
Historic Court House
4050 Main Street, Riverside, CA 92501
www.riverside.courts.ca.gov

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 $_____ (less withholding) and your Individual PAGA Payment is estimated to be $_____.** 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 _____ workweeks** during the Class Period and **you worked _____ 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 [ ]. 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~~alleged in the Operative Complaint, or that are based solely on the facts alleged in the Operative Complaint, arising during the Class Period, 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~~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")~~and costs ("Released Class 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~~officers, directors, employees, and agents.

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:~~The PAGA release is 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.~~Plaintiff and the State of California release the Released Parties from all claims for civil penalties under PAGA that could have been sought by the Labor Commissioner for the violations identified in Plaintiff's PAGA Notice to the LWDA, to the extent alleged in the Operative Complaint. Plaintiff does not release any Aggrieved Employee's claim for wages or damages.

"Released Parties" means Defendant and its ~~current and former subsidiaries, parents, and affiliates~~officers, directors, employees, and agents.

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~~and telephone number). 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 telephone number, 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," and Amendment No. 2 to the Class Action and PAGA Settlement Agreement (collectively, the "Second Amended Settlement Agreement"). The Second Amended Settlement Agreement was attached as Exhibit 2~~1~~ to the Supplemental Declaration of Joseph D. Parsons in Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement, filed ~~September 2~~October __, 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.

Exhibit 4

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~~not be able to pursue Released PAGA Claims, which Plaintiff and the State of California are releasing.

To be valid, you must mail or deliver this completed and signed Request for Exclusion to the Settlement Administrator so that it is postmarked or received no later than **[Response Deadline]**. Send it to:

Phoenix Class Action Administration Solutions
[Mailing Address]
[City, State, Zip Code]

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: _____

Exhibit 5

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.

To be valid, you must mail or deliver this completed and signed Objection to the Settlement Administrator so that it is postmarked or received no later than **[Response Deadline]**. Send it to:

Phoenix Class Action Administration Solutions
[Mailing Address]
[City, State, Zip Code]

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 6

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;

Plaintiff,

vs.

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

Defendants.

Case No.: CVRI2504114

Honorable Harold W. Hopp
Department 1

CLASS ACTION

[REVISED PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

Date: ~~October 2~~November 20, 2026
Time: 8:30 a.m.
Dept: 1

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

ORDER

The Court has reviewed and considered the Plaintiff's Notice of Motion and Motion for Preliminary Approval of Class Action and PAGA Settlement ("Motion for Preliminary Approval"), the Class Action and PAGA Settlement Agreement ("Settlement Agreement"), Amendment No. 1 to the Class Action and PAGA Settlement Agreement ("Amendment No. 1"), Amendment No. 2 to the Class Action and PAGA Settlement Agreement ("Amendment No. 2"), the Declaration of Joseph D. Parsons in Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement, the Declaration of Plaintiff Kilder Mazariegos in Support of Motion for Preliminary Approval of Class Action and PAGA Settlement, the Declaration of Jodey Lawrence, the Declaration of Jessica A. Crabbe in Support of Motion for Preliminary Approval of Class Action Settlement~~, and~~ the Declaration of Matt Andrei in Support of Motion for Preliminary Approval of Class Action Settlement, and the Supplemental Declaration of Joseph D. Parsons in Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement (Defendant and Plaintiff are collectively referred to as the "Parties").

With good cause appearing, and pursuant to the parties' Settlement Agreement, the Court herby ORDERS that:

1. The Court preliminarily approves the Class Action and PAGA Settlement Agreement, as amended by Amendment No. 1 and Amendment No. 2 (the "Second Amended Settlement Agreement"), attached as Exhibit 2 to the Supplemental Declaration of Joseph D. Parsons in Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement~~Settlement Agreement attached as "Exhibit 1" to the Declaration of Joseph D. Parsons in Support of Plaintiff's Motion for Preliminary Approval~~. This preliminary approval is based on the Court's determination that the Settlement appears to be fair, adequate, and reasonable. This Order incorporates by reference the definitions in the Settlement Agreement, and all terms defined therein shall have the same meaning in this Order as set forth in the Settlement Agreement.

2. The Court further finds that the Settlement Agreement provides for a Gross

Settlement Amount of $233,900. From this amount, Class Counsel intends to seek up to $77,966.67 in attorneys' fees, up to $10,000 in litigation costs and expenses, up to $7,000 in settlement administration costs, and an enhancement award of up to $10,000 to the Class Representative. The Settlement also allocates $25,000 toward resolution of claims under the Private Attorneys General Act of 2004 ("PAGA"), of which $16,250 will be paid to the California Labor & Workforce Development Agency and $8,750 will be distributed to the Aggrieved Employees. Subject to the Court's approval at the Final Approval Hearing, the Net Settlement Amount available for distribution to the Class is estimated at approximately $104,783.33. The Court will determine the reasonableness of the requested fees, costs, administration expenses, and service award at the Final Approval Hearing.

3. Pursuant to Amendment No. 1 to the Settlement Agreement, entered into by the Parties in August 2026 ("Amendment No. 1"), any Individual Class Payment check or Individual PAGA Payment check that remains uncashed and is cancelled after the void date shall be redistributed by the Administrator, on a pro rata basis according to Workweeks or PAGA Pay Periods, as applicable, to those Participating Class Members or Aggrieved Employees who timely cashed their Individual Class Payment or Individual PAGA Payment checks, by way of a single second distribution check, without further order of the Court. No portion of the Gross Settlement Amount shall revert to Defendant, and no portion of the Gross Settlement Amount shall be distributed to any cy pres recipient.

4. The Court concludes that, for settlement purposes only, the Class meets the requirements for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is impracticable; (b) common questions of law and fact predominate, and there is a well-defined community of interest amongst the members of the Class with respect to the subject matter of the litigation; (c) Plaintiff's claims are typical of the claims of the members of the Class; (d) Plaintiff will fairly and adequately protect the interests of the members of the Class; (e) a class action is superior to other available methods for the efficient adjudication of the controversy; and (f) the law firm of Brock & Gonzales, LLP ("Class Counsel") is qualified to act as counsel

for Plaintiff in his individual capacity and as the representative of the Class.

5. The following Class is conditionally certified: any and all persons currently or formerly employed by Defendants as hourly-paid, non-exempt during the Class Period in the State of California. The Class Period is from July 22, 2021 through June 16, 2026.

6. Plaintiff is preliminarily appointed as the representative of the Class.

7. The Court orders that Phoenix Class Action Administration Solutions is appointed as the Settlement Administrator, and orders the Settlement Administrator to administer the Settlement as set forth in the Settlement Agreement and in accordance with the deadlines set forth below;

a. Within fifteen (15) business days of entry of this Order, Defendant shall provide the Settlement Administrator with the Class Data.

b. Within fourteen (14) calendar days of receiving the Class Data, the Settlement Administrator shall update the Class Data through the National Change of Address Database and mail the Class Notice to all Class Members via U.S. Mail.

c. If any Class Notice is returned, the Settlement Administrator will re-mail the Class Notice using any forwarding address provided or search for an alternate address by way of skip-trace and remail the Class Notice within five (5) business days of receipt.

8. The Court approves, both as to form and content, the Court Approved Notice of Class Action and PAGA Settlement and Hearing Date for Final Court Approval ("Class Notice") attached hereto as "**EXHIBIT A**." Counsel for both Parties, subject to mutual agreement, may make changes to the Class Notice as necessary to administer the Settlement. The Court further finds that the procedure for distributing the Class Notice (discussed herein and in the Settlement Agreement) is (i) constituted the best practicable notice; (ii) constituted notice that is reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Action, and their right to exclude themselves from or object to the proposed settlement and to appear at the Final Approval Hearing; (iii) is reasonable and constituted due, adequate, and sufficient

notice to all persons entitled to receive notice; and (iv) met all applicable requirements of California law, due process, and any other applicable rules or law;

a. The Class Notice will inform Class Members that unless they submit a Request for Exclusion in accordance with the requirements set forth in the Class Notice, they will be Participating Class Members; they will receive an Individual Class Payment under the Agreement; and they will be bound by the release of Released Class Claims.

b. The Class Notice will inform Aggrieved Employees that they will receive an Individual PAGA Payment under the Agreement ~~and will be bound by the release of Released PAGA Claims~~.

c. The Class Notice will inform Class Members of their right to object to the Settlement and the procedure for doing so.

d. The Class Notice shall include a statement as to the number of Workweeks they worked during the Class Period and/or PAGA Period, an explanation for how the Workweeks will be used to calculate the Individual Class Payments and Individual PAGA Payments, and of the procedure for how to dispute the number of Workweeks attributed to them.

9. All proceedings and all litigation of the Action is stayed pending the Final Approval Hearing.

10. The Court approves, both as to form and content, the Request for Exclusion from Class Settlement ("Exclusion Form"), attached hereto as "**EXHIBIT B**," and the Objection to Proposed Settlement ("Objection Form"), attached hereto as "**EXHIBIT C**," both of which shall accompany the Class Notice.

a. Any Exclusion Form and any Objection Form shall be submitted to the Settlement Administrator, and not filed with the Court. Neither the Exclusion Form nor the Objection Form shall require the Class Member to send a copy to counsel for either Party, although the Settlement Administrator may forward copies to counsel.

b. Neither this Order, the Class Notice, nor the Objection Form shall require an objecting Class Member, personally or through counsel, to appear at the Final Approval Hearing, or to file or serve a notice of intention to appear, in order for the objection to be considered.

c. Concurrently with the filing of the motion for final approval of the Settlement, the Settlement Administrator shall file a declaration authenticating a true and correct copy of every Exclusion Form and every Objection Form received by the Settlement Administrator.

11. The preliminary approval of the Settlement, certification of the Class, and all actions associated with them, are undertaken on the condition that they shall be vacated if the Settlement Agreement is terminated or final approval of the Settlement is denied, or any appellate court and/or other court of review in which event the Settlement Agreement and the fact that it was entered into shall not be offered, received, or construed as an admission or as evidence for any purpose, including but not limited to an admission by any Party of liability or non-liability or of the certifiability of a litigation class or the appropriateness of maintaining a representative action.

12. A Final Approval Hearing shall be held before this Court on April 23~~February 26~~, 2027 at 8:30 a.m. in Department 1 of the Superior Court of California for the County of Riverside, located at 4050 Main Street, Riverside, California 92501, to determine all necessary matters concerning the Settlement, including: whether the proposed settlement of the action on the terms and conditions provided for in the Settlement is fair, adequate, and reasonable and should be finally approved by the Court; whether a judgment, as provided in the Settlement, should be entered herein; whether the plan of allocation contained in the Settlement should be approved as fair, adequate, and reasonable to the Class Members; and determine whether to finally approve the requests for Class Counsel Fees Payment, Class Counsel Litigation Expense Payment, PAGA Penalties, Class Representative Enhancement Award, and Administration Expenses Payment.

13. Class Counsel shall file a motion for final approval of the Settlement and for the

allocations of Class Counsel Fees, Class Counsel Expense, PAGA Penalties, Class Representative Service Payment, and Administration Expenses Payment, along with the appropriate declarations and supporting evidence, including the Settlement Administrator's declaration, by ~~February 2~~March 30, 2027, to be heard at the Final Approval Hearing.

14. The Settlement Administrator shall provide notice to any objecting party of any continuance of the Final Approval Hearing.

~~14.~~15. The Court shall retain jurisdiction over the Parties, the Action, and the Settlement, pursuant to Code of Civil Procedure section 664.6 and California Rules of Court, rule 3.769(h), solely for purposes of (i) enforcing the Settlement Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

IT IS SO ORDERED.

Dated: _____, 2026

_____
Honorable Harold W. Hopp
Judge of the Superior Court