

Thiago M. Coelho (SBN 324715)
thiago.coelho@wilshirelawfirm.com
Chumahan B. Bowen (SBN 268136)
chumahan.bowen@wilshirelawfirm.com
Jesenia A. Martinez (SBN 316969)
jesenia.martinez@wilshirelawfirm.com
Trenten N. Bilodeaux (SBN 332692)
trenten.bilodeaux@wilshirelawfirm.com
WILSHIRE LAW FIRM, PLC
660 S. Figueroa Street, Sky Lobby
Los Angeles, California 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SOLANO

JENNIFER LARA, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

UNITED PERFORMANCE METALS, LLC,
an Ohio Limited Liability Company; and
DOES 1 through 10, inclusive,

Defendants.

Case No.: CU25-08907

*[Assigned for All Purposes to the Honorable
Tim P. Kam, Dept. 7]*

**DECLARATION OF THIAGO M.
COELHO IN SUPPORT OF PLAINTIFF'S
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

Preliminary Approval Hearing:

Date: May 28, 2027

Time: 9:00 a.m.

Dept.: 7

Complaint filed: September 29, 2025

FAC filed: December 2, 2025

Trial date: None set

DECLARATION OF THIAGO M. COELHO

I, Thiago M. Coelho, hereby declare as follows:

1. I am an attorney at law licensed to practice before all of the courts of the State of California. I am a senior partner at Wilshire Law Firm, PLC (“WLF”), counsel for Plaintiff Jennifer Lara (“Plaintiff”) in this matter. I am thoroughly familiar with and have personal knowledge of all of the facts set forth herein.

2. I submit this declaration in support of Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement.

Procedural History

3. On September 29, 2025, Plaintiff filed this putative class action against Defendant United Performance Metals, LLC (“Defendant”) alleging: (1) failure to pay minimum and straight time wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) failure to pay wages of discharged employees; (6) failure to provide and maintain accurate and compliant wage statements; (7) failure to indemnify employees for expenditures; and (8) unfair business practices (“Class Action”).

4. On September 24, 2025, Plaintiff provided written notice to the LWDA and Defendant the specific provisions of the Labor Code alleged to have been violated, including the facts and theories in support. A true and correct copy of Plaintiff’s September 24, 2025, letter to Defendant and the LWDA is attached hereto as **Exhibit 1**. The LWDA did not notify Plaintiff that it intended to investigate within 65 days of this written notice. Therefore, on December 2, 2025, Plaintiff filed a First Amended Complaint in this Class Action adding a cause of action for civil penalties under PAGA.

5. On May 8, 2026, the Parties subsequently participated in a private full-day mediation with Gail Glick, Esq. The negotiations were adversarial, conducted at arm’s length, and tempered by the efforts of both sides to serve the interests of their clients. The mediator made a proposal, which was accepted by the Parties.

6. The parties negotiated the terms of the Settlement over the next several months, which was finalized on July 7, 2026. A true and correct copy of the Parties’ fully executed Class Action

1 and PAGA Settlement Agreement (“Settlement Agreement”) is attached hereto as **Exhibit 2**.
2 Attached thereto as **Exhibit A** is a true and correct copy of the Parties’ proposed Class Notice.

3 7. On September 29, 2026, Plaintiff submitted a copy of the Settlement Agreement to
4 the LWDA. A true and correct copy of the confirmation of submission my office received after
5 submitting the Settlement Agreement to the LWDA is attached hereto as **Exhibit 3**.

6 **Investigation and Exposure Analysis**

7 8. Prior to attending mediation, Plaintiff’s Counsel thoroughly investigated the claims,
8 applicable law, and potential defenses. Plaintiff’s Counsel assessed the value of the class claims
9 using the data and documents that Defendant produced in informal discovery, including the number
10 of Class Members, the number of workweeks in the Class Period, the number of pay periods in the
11 PAGA Period, Plaintiff’s personnel file/documents concerning Plaintiff, Defendant’s employee
12 handbook(s), Defendant’s written wage-and-hour policies, job descriptions, and a random sampling
13 of time and payroll records. Plaintiff’s Counsel engaged an expert consultant to quantify the potential
14 exposure using the time and payroll records, and then assessed the risks associated with each claim
15 meriting reductions in the likely success at class certification and likely recovery at trial.

16 9. Defendant’s records show that there are approximately 68 Class Members, making
17 joinder of all Class Members impracticable. Further, given the size and amount of each Class
18 Members’ claim, Class Members have little incentive to litigate their claims on an individual basis
19 because the out-of-pocket expenses and personal commitment necessary to litigate each claim likely
20 outweigh any potential recovery.

21 10. Plaintiff has alleged that Defendant maintained common employment policies and/or
22 practices that unlawfully deprived Class Members of wages, meal period, rest periods,
23 reimbursements for business expenses, accurate wage statements, and timely payment of wages upon
24 separation of employment. These allegations present common factual and legal questions of, *inter*
25 *alia*, whether Defendant applied the same scheduling, timekeeping, pay, meal period, rest period,
26 and reimbursement policies to all Class Members, whether these policies and practices resulted in
27 Labor Code violations, whether Defendant’s conduct was intentional, and whether Class Members
28 are entitled to damages and/or penalties. These common questions could be resolved using Class

Members' time records, payroll records, testimony from Defendant's designated representative(s), and Class Members' testimony.

11. Although the exposure Plaintiff's Counsel calculated is substantial, the various risks of succeeding at class certification and through trial affected the valuation of the claims for settlement purposes.

12. Minimum and Overtime Wages: Plaintiff's unpaid minimum and overtime wage claims were based on the allegation that Defendant required Class Members to perform work duties while off the clock, without compensation. For example, Plaintiff alleged that Defendant required her and other Class Members to clock off before completing work tasks or being asked to work through their meal or rest periods. For purposes of calculating Defendant's liability based on a best-case scenario for Plaintiff and the Class, Plaintiff's Counsel assumed that all unpaid worktime should have been paid at the overtime rate of pay and conservatively estimated that Defendant is liable for one (1) hour of unpaid worktime per workweek. This results in potential exposure for this claim of approximately \$279,378.00 (6,600 workweeks x \$28.22 average hourly rate of pay x 1 hour/workweek x 1.5 overtime rate). Because this claim would have relied heavily on Class Member testimony and would not be evidenced in Defendant's time and payroll records, the risk of succeeding at class certification and trial was substantial. Accordingly, Plaintiff's Counsel applied a risk discount based on a 40% chance of succeeding at class certification and a 40% chance of succeeding at trial on the merits, yielding a realistic damage estimate of approximately \$44,700.48 (\$279,378.00 x 40% x 40%).

13. Meal Periods: Plaintiff's meal period claim was based on the allegation that Defendant failed to provide Class Members with legally compliant meal periods or pay meal period premiums in lieu thereof. For example, Plaintiff alleged that Defendant required her and other Class Members to punch out for lunches but complete work tasks before taking the meal period. Additionally, Plaintiff's Counsel's expert consultant determined there was a 35% meal period violation (for shifts over 5 hours) rate from the sampling of Defendant's time and payroll records, where meal periods were short, late, or missed (there was a 28.5% violation rate for shifts over 6 hours that are not waivable). Therefore, potential liability for the meal period claim is

approximately \$276,496.74 (27,994 shifts over 5 hours x \$28.22 average hourly rate x 35% violation rate). After taking into account the difficulty of certifying and proving meal period claims, as well as Defendant's contention that the claim lacks merit and that a 35% violation rate is unrealistic, Plaintiff's Counsel discounted this figure based on a 40% chance of succeeding at class certification and a 40% chance of succeeding at trial, yielding a realistic damage estimate of approximately \$44,239.48 (\$276,496.74 x 40% x 40%).

14. Rest Periods: Plaintiff's rest period claim was based on the allegation that Defendant failed to provide Class Members with legally compliant rest periods or pay rest period premiums in lieu thereof. For example, Plaintiff alleged that Defendant required her and other Class Members to work through their rest periods or Defendant interrupted rest periods with work related questions. Based on Plaintiff's allegations and Plaintiff's and other Class Members' experience working for Defendant, Plaintiff's Counsel applied a 100% violation rate to all qualifying shifts during the Class Period. Therefore, Defendant's potential liability for the rest period claim is approximately \$809,829.34 (28,697 shifts of 3.5 hours or longer x \$28.22 average hourly rate x 100% violation rate). However, Plaintiff's Counsel discounted this figure to account for the difficulty of certifying and proving rest period claims, particularly because rest periods do not have to be recorded, and to account for the possibility of Class Members voluntarily choosing to forego a rest period. Because this claim would have relied exclusively on Class Member testimony, Plaintiff's Counsel discounted this claim based on a 40% chance of succeeding at class certification and a 40% chance of succeeding at trial, yielding a realistic damage estimate of approximately \$129,572.70 (\$809,829.34 x 40% x 40%).

15. Reimbursements: Plaintiff's reimbursement claim was based on the allegation that Defendant failed to indemnify Class Members for expenses incurred as a direct result of performing their job duties for Defendant, such as mandatory use of personal cell phones for work purposes. For purposes of calculating Defendant's liability based on a best-case scenario for Plaintiff and the Class, Plaintiff's Counsel estimated that Defendant was liable to each Class Member for \$14.50 per workweek in unreimbursed expenses, for a total amount of approximately \$95,700.00 (\$14.50 x 6,600 workweeks). However, Defendant argued that these expenses were not required by

Defendant, and that it could not have known that these expenses were being incurred. Accordingly, Plaintiff's Counsel discounted this claim based on a 40% chance of succeeding at class certification and a 40% chance of succeeding at trial, yielding a realistic damage estimate of approximately \$15,312.00 ($\$95,700.00 \times 40\% \times 40\%$).

16. In sum, Plaintiff's Counsel estimated that Plaintiff's maximum recovery for the off-the-clock claim, meal period violations, and rest period violations (i.e., the wage claims) is approximately \$1,365,704.08. However, after factoring in the risk and uncertainty of prevailing at certification and trial, Plaintiff's Counsel estimates that Plaintiff's realistic estimated recovery for these non-penalty wage claims is approximately \$218,512.66.

17. Derivative Penalties: Plaintiff alleged that as a result of Defendant's failure to pay all wages owed, Defendant owed waiting time penalties and wage statement penalties. With respect to Plaintiff's derivative claims for statutory penalties, Plaintiff's Counsel estimated that Defendant's maximum potential liability is approximately \$318,926.62. Defendant's maximum potential liability for waiting time penalties is approximately \$203,776.62 ($[29 \text{ employees} \times \$28.22 \text{ average hourly rate of pay} \times 8.00 \text{ hours/day} \times 30 \text{ days}] + [29 \text{ employees} \times \$28.22 \text{ average hourly rate of pay} \times 0.2 \text{ hours of overtime/day} \times 1.5 \text{ overtime rate} \times 30 \text{ days}]$) based on approximately 29 formerly employed Class Members during the 3-year statute of limitations period and an average shift length of 8.2 hours. Defendant's maximum potential liability for inaccurate wage statements is approximately \$115,150.00 ($[45 \text{ employees} \times 1 \text{ initial violation/employee} \times \$50 \text{ for an initial violation}] + [(1,174 \text{ pay periods} - 45 \text{ initial violations}) \times \$100 \text{ for each subsequent violation}]$) based on approximately 45 Class Members who worked during the 1-year statute of limitations period and approximately 1,174 pay periods in that statutory timeframe. In light of the foregoing, Plaintiff's Counsel believes that it would be unrealistic to expect the Court to award the full \$318,926.62 in statutory penalties given Defendant's defenses, the contested nature of Plaintiff's claims, the challenges of establishing willfulness as applicable, and the discretionary nature of penalties. Considering that the underlying wage claims are realistically estimated to be approximately \$218,512.66, such a disproportionate award would also raise due process concerns. As such, Plaintiff's counsel discounted these figures to account for the risk and uncertainty of

1 obtaining class certification and prevailing at trial, resulting in a realistic evaluation of
2 approximately \$32,604.26 for waiting time penalty claims ($\$203,776.62 \times 40\% \times 40\%$), and
3 approximately \$18,424.00 for wage statement penalty claims ($\$115,150.00 \times 40\% \times 40\%$), or
4 approximately \$51,028.26 total for statutory penalties.

5 18. PAGA: For the PAGA claim, Plaintiff's Counsel determined that Defendant's
6 potential exposure could potentially reach \$117,400.00, assuming the initial \$100 penalty would
7 apply for each of the 1,174 pay periods in the PAGA Period. However, even assuming success on
8 the merits of each claim, PAGA gives the Court discretion to reduce penalties for a variety of
9 reasons, including where to do otherwise would result in an award that is unjust, arbitrary and
10 oppressive, or confiscatory. As such, Plaintiff's counsel discounted this figure to account for the
11 risk and uncertainty of prevailing at trial, resulting in a realistic evaluation of approximately
12 \$23,480 for PAGA penalties ($\$117,400 \times 20\%$). The settlement allocates \$20,000 of the Gross
13 Settlement Amount to PAGA, therefore the PAGA allocation amounts to 7% of the Gross
14 Settlement Amount and approximately 85% of the realistic maximum damages for PAGA penalties
15 ($\$20,000 / \$23,480$).

16 19. Using these estimated figures, Plaintiff's Counsel predicted that the realistic
17 maximum recovery for all claims, including penalties, would be approximately \$308,332.92. This
18 means that the gross settlement amount represents approximately 92% of the realistic maximum
19 recovery ($\$285,000.00 / \$308,332.92$). Considering the risk and uncertainty of prevailing at class
20 certification and at trial, this is an excellent result for the Class. Indeed, because of the proposed
21 Settlement, Class Members will receive timely, guaranteed relief and will avoid the risk of an
22 unfavorable judgment.

23 20. Based on the figures in the Settlement Agreement, the Net Settlement Amount
24 available for class settlement payments is currently estimated to be \$144,010.00 for approximately
25 68 Class Members. As a result, each Settlement Class Member would be eligible to receive an
26 average net benefit of approximately \$2,117.79. Based on the estimated Net Settlement Amount
27 available for individual class payments and there being approximately 6,600 workweeks in the
28

1 Class Period, the estimated weekly valuation for Individual Class Payments is \$21.82
2 (\$144,010.00/ 6,600 workweeks).

3 **Plaintiff's Counsel's Qualifications**

4 21. Plaintiff is represented by WLF. The attorneys at WLF performed significant work
5 and expended litigation costs in prosecuting this matter with no guarantee of payment.

6 22. WLF was selected by Best Lawyers and U.S. News & World Report as one of the
7 nation's Best Law Firms since 2020 and is comprised of more than 100 attorneys and over 600
8 employees. WLF is actively and continuously practicing in employment litigation, representing
9 employees in both individual and class actions in both state and federal courts throughout California.

10 23. WLF is qualified to handle this Litigation because its attorneys are experienced in
11 litigating Labor Code violations in individual, class action, and representative action cases. WLF
12 has handled, and is currently handling, numerous wage and hour class action lawsuits, as well as
13 class actions involving consumer rights and data privacy litigation.

14 24. I graduated from the University of Central Florida and the University of Southern
15 California, Gould School of Law. The National Trial Lawyers selected me as a "Top 10 Data
16 Privacy Trial Lawyer," "Top 25 Class Action Trial Lawyers," "Top 10 Wage and Hour Trial
17 Lawyer," and a "Top 40 under 40" attorney. For 2020 and 2021, I was selected and served as the
18 President of the Data Privacy Trial Lawyers Association, and I am an active member of CAALA,
19 CAOC's Data Breach Committee, and AAJ's Class Action Division. I have been selected as a
20 "Best Lawyer" by The Best Lawyers in America® and Super Lawyers as a "Rising Star." I have
21 settled over 300 cases, including, but not limited to, consumer class action cases. My hourly rate
22 is \$1,000.00, which was approved in *Suarez v. Bank of America, N.A.* (N.D. Cal. Jan. 11, 2024),
23 No. 18-cv-01202-LB, 2024 WL 150721, *3 ("As for the lodestar cross-check, the billing rates are
24 normal and customary for timekeepers with similar qualifications and experience in the relevant
25 market.") My current contingent billing rate is \$1,000 per hour.

26 25. Further, I have extensive experience litigating consumer class action and data
27 privacy class actions, and have litigated wage-and-hour class actions, including the following
28 cases:

- 1 a. I served as lead counsel in *Suarez v. Bank of America, N.A.*, Case No. 18-cv-
2 01202-LB, a wage-and-hour federal class action which resulted in a \$1.5 million
3 settlement.
- 4 b. I was lead counsel in *Moore v. Centrelake Medical Grp.* (2022) 83 Cal.App.5th
5 515, a data breach class action, where the Court of Appeal reversed the trial
6 court's judgment sustaining the defendant's demurrer, in part, because the
7 plaintiff's loss of benefit of the bargain was deemed a sufficient injury for UCL
8 standing. (Id. at pp. 527-530.)
- 9 c. I was also lead counsel in *Mier v. CVS Health* (9th Cir. July 8, 2023) No. 22-
10 55665, 2023 WL 4837851, a consumer class action involving false advertising
11 claims where the Ninth Circuit reversed the denial of class certification.
- 12 d. I was also lead counsel in *Peters v. Apple, Inc.*, (Los Angeles Superior Court)
13 Case No. 19STCV21787, a consumer class action involving Apple, Inc.'s
14 alleged misrepresentations regarding its Family Sharing service, which resulted
15 in a \$25 million class settlement. For my work on *Peters v. Apple, Inc.*, I was
16 awarded the Daily Journal's California Lawyer Attorney of the Year ("Clay")
17 Award.
- 18 e. I was also lead counsel in *Schumacher v. Bank of Hope*, Case No.
19 18STCV02066, a consumer class action which resulted in a \$13.3 million
20 settlement.
- 21 f. I served as an executive committee member in *Slate v. Dominion Dental*
22 *Services*, Case No. 1:19-cv-01063, which resulted in a \$4.7 million settlement.
- 23 g. I was class counsel in *In re MCG Health Data Security Litigation*, Case No.
24 2:22-cv-0849-RSM-DWC, which resulted in an \$8.8 million consumer class
25 action settlement.
- 26 h. I was class counsel in *Billie Culp, et al., v. Fitzgibbon Hospital*, Case No. 23SA-
27 CV00020 (Cir. Ct. Saline Cty., Mo., Div. IV January 10, 2023); a data
28

breach consolidated class action with a court-approved \$650,000.00 settlement.

i. I was class counsel in *Mendoza v. Crystal Bay Casino, LLC*, Case No. 3:23-cv-00092-MMD-CLB (D. Nev. Filed Feb. 28, 2023); a data breach consolidated class action with a court-approved \$675,000.00 settlement.

j. I was settlement class counsel in *In re Wright & Filippis, LLC Data Security Breach Litig.*, No. 2:22-cv-12908-SFC (E.D. Mich. Filed Nov. 30, 2022); which resulted in a court approved \$2.9 million settlement.

k. I was co-lead class counsel in *Lowery, et al., v. Community Psychiatry Management, LLC*, Case No. 24STCV30135 (Cal. Super. Ct. L.A. Cnty Nov. 15, 2024); with a pending settlement of \$3.5 million.

l. I was lead class counsel in *Alcazar v. Fashion Nova, Inc.*, Case No. 4:20-cv-01434-JST (N.D. Cal. filed Feb. 26, 2020); with a pending settlement of \$5.15 million.

26. Jesenia Martinez is a Senior Attorney at WLF. She graduated from Tufts University and Southwestern Law School and was admitted to practice in California in 2017. During law school, she completed externships with Hon. Kim McLane Wardlaw at the United States Court of Appeals for the Ninth Circuit and with Hon. Dean D. Pregerson at the United States District Court for the Central District. Super Lawyers selected Ms. Martinez as a “Rising Star.” For her work on *Peters v. Apple, Inc.* No. 19STCV21787 (LASC), she was awarded the Daily Journal’s California Lawyer Attorney of the Year (CLAY) Award. She has experience in all stages of litigation and been named as lead counsel in cases around the country. At WLF, she continues to prosecute consumer cases, including violations of the Americans with Disabilities Act, violations of privacy rights, and other statutes for misleading and false advertising under the Consumer Legal Remedies Act and California’s Unfair Competition Law. Some of her notable cases include securing class certification in a matter pending in the Southern District of New York, *George v. Shamrock Saloon II, LLC*, Case No.1: 17-cv-06663-RA-HBP, as well as a \$12.3 million settlement in a consumer class action, *Kim v. Tinder, Inc., et al.*, No. 2:18-cv-03093-JFW-AS (C.D. Cal.). She joined

1 Wilshire Law Firm and assisted the team in securing a \$25 million consumer class action settlement
2 in *Peters v. Apple Inc.*, No. 19STCV21787 (Los Angeles Cnty.). Ms. Martinez currently bills at an
3 hourly rate of \$800.00.

4 27. Chumahan Bowen is a three-year Associate Attorney at Wilshire Law Firm, PLC.
5 He has practiced civil litigation since 2009, with substantial experience in complex litigation,
6 including class actions, employment matters, consumer matters, business disputes, and appellate
7 litigation. Mr. Bowen is licensed to practice law in California and Hawaii. He received his Juris
8 Doctor from Pepperdine School of Law, a Bachelor of Arts in English from the University of
9 California, Berkeley, and a Master of Arts in Screenwriting from the University of California, Los
10 Angeles. His current reasonable hourly lodestar rate for this matter is \$800 per hour. A \$800 hourly
11 rate is appropriate and defensible given his approximately 17 years of litigation experience,
12 complex-litigation background, and California and Hawaii licensure.

13 28. Trenten N. Bilodeaux is an Associate Attorney at WLF. He is currently in his sixth
14 year of practice involving corporate entities in complex class action litigation in state and federal
15 courts. He is admitted to practice before all courts in the State of California, the State of Oregon,
16 and the United States District Court for the Northern, Eastern, and Central Districts of California.
17 Over the course of his career, he has participated in numerous class action settlements for similar
18 employment and wage claims as those present here. Prior to practice, he graduated cum laude with
19 a Bachelor of Arts in Political Science from California State University, Chico before accepting a
20 scholarship to attend the University of the Pacific, McGeorge School of Law where he achieved a
21 Juris Doctorate and graduated with honors in 2020. Mr. Bilodeaux currently bills at an hourly rate
22 of \$700.00.

23 **No Conflicts**

24 29. WLF has no actual or potential conflicts of interest with Class Members or the
25 proposed Administrator, Apex Class Action LLC.

26 30. WLF is not aware of any pending matter or action against Defendant that may be
27 extinguished or adversely affected by this Settlement.

28 **Administrator**

31. Plaintiff's Counsel sought bids from three (3) administrators to administer this Settlement. The Parties selected the bid with the lowest cost, which was from Apex Class Action LLC. A true and correct copy of the will-not-exceed bid from Apex Class Action LLC to administer this Settlement is attached hereto as **Exhibit 4**.

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

Executed on September 29, 2026 at Los Angeles, California.

P

Thiago M. Coelho

EXHIBIT 1

WILSHIRE LAW FIRM, PLC

660 S. Figueroa Street, Sky Lobby
Los Angeles, California 90017
Tel: (213) 381-9988
Fax: (213) 381-9989
wilshirelawfirm.com



Sean Paisan, Esq.
John Yslas, Esq.
Tyler Woods, Esq.
Nicol Hajjar, Esq.
Thiago Coelho, Esq.
Benjamin Haber, Esq.

September 24, 2025

LWDA
Attn. PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612
(Via Online Submission)

United Performance Metals, LLC
3475 Symmes Road
Hamilton, OH 45015
**(Via U.S. Certified Mail,
Return Receipt Requested)**
#9489 0090 0027 6638 7691 48

United Performance Metals, LLC
c/o Agent for Service of Process
United Agent Group, Inc.
7801 Folsom Boulevard, Suite 202
Sacramento, CA 95826
**(Via U.S. Certified Mail,
Return Receipt Requested)**
#9489 0090 0027 6638 7691 31

United Performance Metals, LLC
c/o Carolyn Thompson
2311 Highland Avenue South, Suite 200
Birmingham, AL 35205
**(Via U.S. Certified Mail,
Return Receipt Requested)**
#9489 0090 0027 6638 7691 55

**Re: *Jennifer Lara v. United Performance Metals, LLC*
Notice of California Labor Code Violations and PAGA Penalties**

To Whom It May Concern:

Please be advised that my office has been retained by Jennifer Lara to pursue a representative action under the California Labor Code Private Attorneys General Act of 2004 (PAGA), California Labor Code¹ section 2699, *et seq.* against Ms. Lara's former employer, United Performance Metals, LLC ("UPM" or "Employer"). The purpose of this letter is to comply with PAGA and set forth the facts and theories of Labor Code violations which Ms. Lara alleges UPM engaged in with respect to her and potentially all UPM's current and former employees.

Ms. Lara wishes to pursue this action on behalf of UPM's current and former employees, on behalf of the State of California, as well as on behalf of all other persons who worked for UPM in California as non-exempt or hourly-paid employees at any time within the applicable statutory period collectively referred to as, "Aggrieved Employees").

Ms. Lara and Aggrieved Employees, or some of them, suffered the Labor Code violations described below.

Ms. Lara's Employment with UPM

UPM is a business in the metal industry. UPM owns and operated an industry business, and establishment within the State of California. Therefore, and based on all the facts and circumstances incident to UPM's

¹ Unless otherwise stated, all references to "Labor Code" are meant to reference the California Labor Code.

business in California, UPM is subject to the Labor Code, the Industrial Wage Commission's (IWC) Wage Orders, and the California Business and Professions Code.

Ms. Lara is a resident of Vacaville, California who worked for UPM in Solano County, California, as an hourly-paid, non-exempt employee from approximately May 12, 2025 to August 1, 2025. Ms. Lara worked as a Machine Operator. Her primary job function was to grind steel.

During Ms. Lara's employment with UPM, UPM paid Ms. Lara an hourly wage and classified Ms. Lara as non-exempt from overtime. UPM typically scheduled Ms. Lara to work at least 5 days in a workweek and at least 8 hours per day but Ms. Lara also worked more than 8 hours in a workday and more than 40 hours in a workweek.

In performing Ms. Lara's duties, she was regularly required to work through her rest and meal breaks, keeping in communication with her supervisor. Due to understaffing and high workloads, Ms. Lara was also frequently deprived of an opportunity to take legally compliant meal and rest breaks because the few meal and rest breaks Ms. Lara took were often cut short or interrupted.

UPM did not provide Ms. Lara and Aggrieved Employees with the meal and rest break premiums as required by the Labor Code, and Ms. Lara does not recall ever receiving any meal and rest break premiums. Additionally, Ms. Lara necessarily incurred business-related expenses, including but not limited to being required to use her personal cell phone for work as required by her supervisor, but UPM did not reimburse such business expenses. These are just non-exhaustive examples of the facts and theories Ms. Lara asserts, which are later described in more detail.

Throughout Ms. Lara's employment, UPM did not (1) pay for all hours worked (including minimum, straight time, and overtime wages); (2) provide Ms. Lara with legally compliant meal periods; (3) authorize and permit Ms. Lara to take rest periods; (4) timely pay all final wages to Ms. Lara when UPM terminated her employment; (5) furnish accurate wage statements to Ms. Lara; and (6) indemnify Ms. Lara for business expenditures. As will be further discussed, Ms. Lara's experience working for UPM was typical and illustrative.

Failure to Pay for All Hours Worked, Including Minimum, Straight, and Overtime Wages

Under California law, an employer must pay for all hours worked by an employee. "Hours worked" is the time during which an employee is subject to the control of the employer and including the time the employee is suffered or permitted to work, whether required to do so.

In addition, Labor Code section 510 provides that employees in California shall not be employed for more than 8 hours on any workday or 40 hours in a workweek unless they receive additional compensation plus their regular wages in amounts specified by law.

Labor Code sections 1194 and 1198 also provide that employees in California shall not be employed more than 8 hours on any workday or 40 hours in a workweek unless they receive additional compensation as required by law. Further, Section 1198 declares unlawful the employment of an employee for hours longer than those fixed by the IWC.

Throughout the statutory period, UPM did not pay Ms. Lara and Aggrieved Employees, or some of them, for all hours worked, including minimum, straight time, and overtime wages. At times, UPM required Ms. Lara and Aggrieved Employees, or some of them, to work "off-the-clock," uncompensated by, for example, requiring Ms. Lara and Aggrieved Employees to perform work during uncompensated meal and rest breaks,

and requiring Ms. Lara and Aggrieved Employees to perform work before clocking in or after clocking out. As one example, UPM required Ms. Lara to answer all communication from her supervisor, respond to questions, answer her supervisor's calls and messages, and seek permission for work-related tasks in lieu of taking a meal break. Some of this unpaid work should have been paid at the overtime rate. California Labor Code section 510 requires that employers compensate employees 1.5 times their regular rate of pay when employees work over 8 hours per day, 40 hours per week, or when employees work up to 8 hours on any seventh day of a workweek. UPM failed to properly calculate UPM's regular rate of pay when paying overtime, by failing to include all compensation in UPM's overtime calculations, including hours worked off-the-clock. In failing to pay for all hours worked, UPM also did not maintain accurate records of the hours Ms. Lara and the Aggrieved Employees, or some of them, worked.

As a result, UPM is liable to Ms. Lara and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code sections 210, 1197.1, and 2699, subdivision (f)(2) for failing to pay for all hours worked, including minimum, straight time, and overtime wages.

Failure to Provide Meal Breaks

Under California law, employers have an affirmative obligation to relieve employees of all duty in order to take their first 30-minute, duty-free meal break no later than the start of sixth hour of work in a workday, and to allow employees to take their second 30-minute, duty-free meal period no later than the start of the eleventh hour of work in the workday. Further, employees are entitled to be paid 1 hour of additional wages for each workday they were not provided with all required meal breaks. Despite these legal requirements, UPM at times wrongfully failed to provide Ms. Lara and Aggrieved Employees, or some of them, with their legally mandated 30-minute, uninterrupted, and duty-free meal break in a manner required by law (and also including but not limited to failing at times to provide Ms. Lara and Aggrieved Employees, or some of them, the opportunity to leave the work premises to take meal breaks). For example, Ms. Lara was frequently deprived of an opportunity to take legally compliant meal breaks, including because the very few meal breaks Ms. Lara could take were often cut short or interrupted. UPM required Ms. Lara and others to work in lieu of taking a meal period, including but not limited to being available to respond to and answer calls and messages from their offsite supervisor.

UPM also continued to assert control over Ms. Lara and Aggrieved Employees, or some of them, by, among other things, requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory meal breaks, or by denying Ms. Lara and Aggrieved Employees, or some of them, permission to take a meal break under the conditions required by law, and without properly compensating Ms. Lara and Aggrieved Employees, or some of them, for meal breaks that were not provided as required by law. UPM also did not inform Ms. Lara of her right to, nor permitted her to take, all of her second meal breaks when she worked at least 10 hours of work in a workday and otherwise unlawfully pressured Ms. Lara to waive such breaks. Accordingly, UPM at times failed to provide meal breaks to Ms. Lara and Aggrieved Employees, or some of them, in compliance with California law.

Ms. Lara and the Aggrieved Employees, or some of them, are thus entitled to be paid one hour of additional wages for each workday they were not provided with all required meal breaks. UPM, however, at times failed to pay Ms. Lara and Aggrieved Employees, or some of them, the additional wages to which they were entitled for meal breaks that were not provided. Ms. Lara does not recall ever receiving any meal and rest break premiums.

Thus, UPM is liable to Ms. Lara and Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code sections 210 and 2699, subdivision (f)(2) for failing to provide meal breaks and pay meal period premium wages.

Failure to Authorize and Permit Rest Breaks

Per California law, employers are required to authorize and permit breaks of 10 uninterrupted minutes for each 4 hours of work or major fraction of 4 hours (*i.e.*, more than 2 hours). Thus, for example, if an employee's work time is 6 hours and 10 minutes, the employee is entitled to 2 rest breaks. Each failure to authorize rest breaks as required is itself a violation of California's rest break laws.

Throughout the statutory period, UPM at times has wrongfully failed to authorize and permit Ms. Lara and Aggrieved Employees, or some of them, to take legally compliant rest breaks in a manner required by law (and also including but not limited to failing, at times, to authorize and permit Ms. Lara and Aggrieved Employees, or some of them, the opportunity to leave the work premises to take rest breaks). UPM at times required Ms. Lara and Aggrieved Employees, or some of them, to work in excess of 4 consecutive hours a day without UPM's authorizing and permitting Ms. Lara to take a 10-minute, uninterrupted, duty-free rest period for every 4 hours of work (or major fraction of 4 hours), or without compensating Ms. Lara and Aggrieved Employees, or some of them, for rest breaks that were not authorized or permitted.

Instead, UPM at times continued to assert control over Ms. Lara and Aggrieved Employees, or some of them, by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory rest breaks, or at times by denying Ms. Lara and Aggrieved Employees, or some of them, permission to take a rest break. For example, at times, it was impossible for Ms. Lara and others to take rest breaks due to being required to be available to answer any calls or messages from their supervisor.

Accordingly, UPM at times failed to authorize and permit Ms. Lara and Aggrieved Employees, or some of them, to take rest breaks in compliance with California law. Ms. Lara and Aggrieved Employees, or some of them, are thus entitled to be paid one hour of additional wages for each workday they were not authorized and permitted to take all required rest breaks. UPM, however, at times failed to pay Ms. Lara and Aggrieved Employees, or some of them, the additional wages to which they were entitled for rest breaks that they were not authorized and permitted to take.

As a result, UPM is liable to Ms. Lara and Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code sections 210 and 2699, subdivision (f)(2) for failing to authorize and permit rest periods and pay rest period premium wages.

Failure to Pay All Earned Wages Twice Per Month

Based on UPM's failure at times to pay Ms. Lara and Aggrieved Employees, or some of them, for all wages as discussed above, UPM also violated Labor Code section 204.

Section 204 requires employers to pay employees all earned wages twice per month. Throughout the applicable statute of limitations period, employees were entitled to be paid twice a month at their regular rates, including all meal and rest break premium wages owed and wages owed for overtime hours worked. However, at times, UPM failed and refused to pay Ms. Lara all wages due, and failed to pay those wages twice a month, in that Ms. Lara was not paid all wages for all meal periods not provided by UPM, all wages for all rest periods not authorized and permitted by UPM and all wages for all hours worked. As a result, UPM owes Ms. Lara the

legally required wages for unpaid wages, and Ms. Lara and Aggrieved Employees, or some of them, suffered damages in those amounts.

Moreover, UPM is liable to Ms. Lara and Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code section 210 for failing to pay all earned wages twice per month.

Failure to Maintain Accurate Records of Hours Worked and Meal Breaks

Ms. Lara seeks penalties under Labor Code section 1174, subdivision (d). Per Labor Code section 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by section 1174 is subject to a penalty under section 1174.5. Under the applicable IWC Order section 7(A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal breaks and total hours worked daily shall also be recorded.

UPM, however, at times failed to maintain accurate records of hours worked and all meal breaks taken or missed by Ms. Lara and Aggrieved Employees, or some of them.

UPM's failure to provide and maintain records required by the Labor Code and the applicable IWC Wage Orders deprived Ms. Lara and Aggrieved Employees, or some of them, the ability to know, understand and question the accuracy and frequency of meal breaks, and the accuracy of their hours worked stated in UPM's records. Therefore, Ms. Lara and Aggrieved Employees, or some of them, had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to UPM. As a direct result, Ms. Lara and Aggrieved Employees, or some of them, have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorneys' fees in seeking to compel UPM to fully perform its obligation under state law, all to their respective damage in amounts according to proof at trial. As a result of UPM's knowing failure, at times, to comply with the Labor Code and applicable IWC Wage Orders, Ms. Lara and Aggrieved Employees, or some of them, have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

Failure to Timely Pay All Wages at Termination

Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves their employment, their wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours' previous notice of their intention to quit, in which case the employee is entitled to their wages at the time of quitting. Direct deposits of wages to an employee's bank, saving and loan, or credit union account that were previously authorized by the employee are immediately terminated when an employee quits or is discharged, and the payment of wages upon termination of employment in the manner described above shall apply unless the employee has voluntarily authorized that deposit and provided that the employer complies with the provisions of Labor Code section 213, subdivision (d) relating to the payment of wages upon termination or quitting of employment.

Within the applicable statute of limitations, the employment of Ms. Lara and many other Aggrieved Employees ended, *i.e.*, was terminated by quitting or being discharged, and the employment of others will be terminated. However, during the relevant time period, UPM at times failed, and continue at times to fail, to pay Ms. Lara and terminated Aggrieved Employees, or some of them, without abatement, all wages required to be paid by Labor Code sections 201 and 202 either at the time of discharge, or within 72 hours of their leaving UPM's employment. These include wages for unpaid work time (including minimum, straight time, and overtime

wages), missed meal break premium wages, and missed rest break premium wages. UPM also violated, and continues to violate, Labor Code section 213, subdivision (d) by paying final wages (if any are paid at all) via direct deposit without the employee's voluntary authorization. Ms. Lara recalls that she did not receive final wages at the time of discharge, nor within 72 hours of leaving UPM's employment.

UPM's conduct violates Labor Code sections 201 and 202. Labor Code section 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than 30 days.

Accordingly, Ms. Lara and Aggrieved Employees, or some of them, are entitled to recover from UPM their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to 30 days maximum pursuant to Labor Code section 203.

Moreover, UPM is liable to Ms. Lara and Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code section 2699, subdivision (f)(2) for failing to timely pay all wages at termination, and for unlawfully making any such payment (if any) via direct deposit without the employee's voluntary authorization.

Failure to Furnish Accurate Wage Statements

Labor Code section 226, subdivision (a) provides that every employer shall, semimonthly or at the time of each payment of wages, furnish each of its employees an accurate itemized wage statement in writing showing 9 pieces of information, including: (1) gross wages earned; (2) total hours worked by the employee; (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item; (5) net wages earned; (6) the inclusive dates of the period for which the employee is paid; (7) the name of the employee and the last four digits of their Social Security number or an employee identification number other than a Social Security number; (8) the name and address of the legal entity that is the employer; and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. An employee is presumed to suffer an injury if this information is missing. (Cal. Lab. Code, § 226, subd. (e)(2)(B)(iii).)

The statute further provides: "An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees." (Cal. Lab. Code, § 226, subd. (e)(1).)

Throughout the statutory period, UPM at times failed, and continues at times to fail, to timely furnish Ms. Lara and Aggrieved Employees, or some of them, with accurate, itemized wage statements showing all applicable hourly rates, and all gross and net wages earned (including correct hours worked, correct wages for meal breaks that were not provided in accordance with California law, and correct wages for rest breaks that were not authorized and permitted to take in accordance with California law).

Because UPM at times violated Labor Code section 226, Ms. Lara and Aggrieved Employees, or some of them, suffered injury and damage to their statutorily protected rights. Accordingly, Ms. Lara and similarly Aggrieved Employees, or some of them, are entitled to recover from UPM the greater of their actual damages caused by

UPM's failure to comply with Labor Code section 226, subdivision (a), or an aggregate penalty not exceeding \$4,000 per employee. Moreover, UPM is liable to Ms. Lara and Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code section 226.3 for failing to timely furnish accurate itemized wage statements.

Recordkeeping Requirement Violations

Labor Code section 1174 requires employers to keep "accurate and complete" payroll records showing, among other things, the hours worked daily by employees. For all applicable IWC Wage Orders, section 7 similarly requires employers to keep accurate time records reflecting the times during which all owed meal breaks were provided each day.

Based on information and belief, UPM at times failed, and continue at times to fail, to keep accurate and complete payroll records as required by law, including but not limited to the following records: total daily hours worked, applicable rates of pay, time records showing when Ms. Lara and other Aggrieved Employees began and ended each work period, time records of meal breaks, and accurate itemized wage statements.

Based on information and belief, UPM at times failed and continues at times to fail to keep accurate and complete records showing total hours worked by Ms. Lara and Aggrieved Employees, or some of them, by virtue of having supervisors adjust employees' timesheets without their authorization or verification and/or other off-the-clock work policies and practices. UPM failed at times and continue at times to fail to keep accurate and complete records showing total hours worked by virtue of UPM's failure to relieve Ms. Lara and Aggrieved Employees, or some of them, of all duties and UPM's control for unpaid meal periods, resulting in unpaid hours worked.

Based on information and belief, UPM further failed at times, and continue at times to fail, to record the true start and end times of Ms. Lara's and Aggrieved Employees' meal periods and shifts, or some of them.

Based on further information and belief, UPM further failed at times and continue at times to fail, to record the true start and end times of Ms. Lara's and Aggrieved Employees' work shifts, or some of them.

Additionally, UPM at times failed, and continue at times to fail, to keep accurate records and issue accurate wage statements by not documenting accrued sick time for Ms. Lara and Aggrieved Employees, or some of them. UPM's failure to keep "accurate and complete" payroll records for Ms. Lara and Aggrieved Employees, or some of them, violates Labor Code sections 1174, 1198, 1199, and all applicable IWC Wage Orders, section 7. These violations subject UPM to civil penalties under Labor Code sections 558.1, 226.6, 1174.5 and 2699. Each violation of each Labor Code section and Wage Order provision, for each Aggrieved Employee (or some of them), results in a separate civil penalty.²

Failure to Indemnify Necessary Expenditures

Labor Code section 2802, subdivision (a) provides that employers shall indemnify their employees for all necessary business expenditures or losses that have been incurred by the employees in direct discharge of their duties. Throughout the applicable statute of limitations period, UPM at times wrongfully required Ms. Lara and Aggrieved Employees, or some of them, to pay expenses they incurred in direct discharge of their duties for UPM including but not limited using their personal cell phones for communications with their supervisors.

² See Labor Code § 2699, subdivision (f)(2) (establishing that the civil penalty is "for each aggrieved employee per pay period").

Ms. Lara and Aggrieved Employees, or some of them, at times paid out-of-pocket for necessary employment-related expenses. Ms. Lara and Aggrieved Employees, or some of them, incurred substantial expenses as a direct result of performing their job duties for UPM but UPM failed to indemnify Ms. Lara and Aggrieved Employees, or some of them, for these employment-related expenses.

As a result, UPM is liable to Ms. Lara and Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code section 2802 and 2699, subdivision (f)(2) for failing to indemnify Ms. Lara and Aggrieved Employees, or some of them, for necessary business expenditures.

Failure to Pay for Any Unused and Vested Vacation Time

Labor Code section 227.3 provides that whenever a contract of employment or employer policy provides for paid vacations, and an employee is terminated without having taken off the employee's vested vacation time, all vested vacation shall be paid as wages at the employee's final rate in accordance with such contract of employment or employer policy respecting eligibility or time served.

Throughout the statutory period, Employers at times failed, and continue at times to fail, to pay Ms. Lara and Aggrieved Employees for all unused and vested vacation time at the employees' regular rate of pay. As a result, Employers are liable to Ms. Lara and Aggrieved Employees, or some of them, for failing to all unused and vested vacation time at the employees' regular rate of pay.

Failure to Pay for Sick Pay

Labor Code section 246, subdivision (a) requires employers to provide paid sick leave to employees who, on or after July 1, 2015, work in California for the same employer for 30 days or more within a year from commencement of employment.

Labor Code section 246, subdivision (b) provides that provides that an employee shall accrue paid sick days at the rate of not less than one hour per every 30 hours worked, beginning at the commencement of employment or July 30, 2015, whichever is later. Alternatively, an employer may provide a lump sum of 24 hours or 3 days paid sick leave at the start of each calendar year or 12-month period; accrual with at least 24 hours by the 120th day; or, for new hires, accrual with no less than 24 hours by the 120th day of employment.

Labor Code section 246, subdivision (c) provides that an employee shall be entitled to use accrued paid sick days beginning on the 90th day of employment, after which day the employee may use paid sick days as they are accrued.

Per Labor Code section 246, subdivision (i), an employer shall provide an employee with written notice that state the amount of sick leave available, or paid time off leave in lieu of sick leave, for use on either the wage statement per Labor Code section 226 or in a separate code-compliant writing.

An employer must pay for sick leave taken by an employee no later than the payday for the next regular payroll period after the sick leave was taken.

Per Labor Code section 248.5, subdivision (e), any person or entity enforcing this article on behalf of the public as provided for under applicable state law shall, upon prevailing, be entitled only to equitable, injunctive, or restitutionary relief, and reasonable attorneys' fees and costs.

Throughout the statutory period, Employers at times failed, and continue at times to fail, to properly notify Ms. Lara and Aggrieved Employees of the paid sick leave policy, timely provide them with payment for taken

sick leave, and state the amount of paid sick leave available on their itemized wage statements or in a separate writing provided on the designated pay date with their payment of wages.

As a result, Employers are liable to Ms. Lara and Aggrieved Employees, or some of them, for violating Labor Code section 246, *et seq.*

Failure to Provide Written Notice of Material Information

As part of the Wage Theft Prevention Act of 2011, Labor Code section 2810.5 requires covered employers to provide non-exempt employees at the time of hire particularized written notice about their wages and other employment-related information, such as rates of pay, employer's name, and paid sick leave benefits.

Throughout the statutory period, Employers at times failed, and continue at times to fail, to provide Ms. Lara and Aggrieved Employees any such information when hired, or have failed to produce it.

Action for PAGA Civil Penalties

In light of the above, Ms. Lara alleges that UPM violated the following provisions of the Labor Code with respect to the Aggrieved Employees, or some of them:

1. Labor Code sections 204, 510, 1194, 1197, and 1198 by failing at times to pay for all hours worked, including minimum wages, straight time wages, and overtime wages;
2. Labor Code section 226.7 and applicable IWC Wage Orders by failing at times to provide meal breaks;
3. Labor Code section 226.7 and applicable IWC Wage Orders by failing at times to authorize and permit rest breaks;
4. Labor Code section 204 by failing at times to pay all earned wages twice per month;
5. Labor Code section 1174.5 and applicable IWC Wage Orders by failing at times to maintain accurate records of hours worked and meal breaks taken or missed;
6. Labor Code sections 201 to 203 by willfully failing at times to pay all wages owed at termination;
7. Labor Code section 226 by failing at times to provide accurate itemized wage statements;
8. Labor Code section 227.3 by failing to pay all unused and vested vacation time;
9. Labor Code section 246, *et seq.* by failing to pay for all sick leave;
10. Labor Code section 1174 by failing at times to keep accurate and complete payroll records;
11. Labor Code section 2802 by failing at times to indemnify for necessary expenditures; and
12. Labor Code section 2810.5 by failing to provide particular written notice of employment-related information upon commencement of employment.

Therefore, on behalf of potentially Aggrieved Employees, Ms. Lara seeks applicable penalties related to the violations alleged above per PAGA. These include, but are not limited to, penalties under Labor Code sections 210, 226.3, 1174.5, 1197.1, and 2699.

Ms. Lara has placed UPM on notice by mailing a certified copy of this correspondence, as indicated on the first page. Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

A handwritten signature in blue ink, appearing to read 'J. Martinez', with a stylized flourish at the end.

Jesenia A. Martinez
Wilshire Law Firm, PLC

EXHIBIT 2

Thiago M. Coelho (SBN 324715)
thiago.coelho@wilshirelawfirm.com
Chumahan B. Bowen (SBN 268136)
chumahan.bowen@wilshirelawfirm.com
Jesenia A. Martinez (SBN 316969)
jesenia.martinez@wilshirelawfirm.com
WILSHIRE LAW FIRM, PLC
660 S. Figueroa St., Sky Lobby
Los Angeles, California 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiff JENNIFER LARA

Michael A. S. Newman (SBN 205299)
mnewman@maynardnexsen.com
MAYNARD NEXSEN LLP
10100 Santa Monica Blvd. Suite 550
Los Angeles, CA 90067
Telephone: 310.596.4500

Attorneys for Defendant UNITED
PERFORMANCE METALS, LLC

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SOLANO – OLD SOLANO COURTHOUSE**

JENNIFER LARA, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

UNITED PERFORMANCE METALS, LLC,
an Ohio Limited Liability Company; and
DOES 1 through 10, inclusive,

Defendants.

Case No. CU25-08907

*Assigned for all purposes to the Hon. Tim P.
Kam, Dept. 7*

**CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT**

Complaint filed: September 29, 2025
FAC filed: December 2, 2025
Trial date: None set

1 This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and
2 between Plaintiff Jennifer Lara (“Plaintiff”) and Defendant United Performance Metals, LLC
3 (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or
4 individually as “Party.”

5 **1. DEFINITIONS.**

6 1.1 “Action” means Plaintiff’s lawsuit alleging wage and hour violations against
7 Defendant captioned *Lara v. United Performance Metals, LLC*, Case No. CU25-08907, initiated
8 on September 29, 2025, and pending in the Court.

9 1.2 “Address Search” means the Administrator’s investigation and search for current
10 Class Member or Aggrieved Employee mailing addresses using all reasonably available sources,
11 methods and means including, but not limited to, the National Change of Address database, skip
12 traces, and direct contact by the Administrator with Class Members or Aggrieved Employees.

13 1.3 “Administrator” means Apex Class Action LLC (“Apex”), the neutral entity the
14 Parties have agreed to appoint to administer the Settlement.

15 1.4 “Administration Costs” means the amount the Administrator will be paid from the
16 Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the
17 Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary
18 Approval of the Settlement.

19 1.5 “Aggrieved Employee” means a Class Member who worked for Defendant at any time
20 during the PAGA Period.

21 1.6 “Class” means all persons who performed work for Defendant in California as a
22 current or former hourly-paid or non-exempt employee at any time during the Class Period.

23 1.7 “Class Counsel” means Thiago M. Coelho, Chumahan B. Bowen, and Jesenia A.
24 Martinez of Wilshire Law Firm, PLC.

25 1.8 “Class Counsel Fees” and “Class Counsel Costs” mean the amounts allocated to Class
26 Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to
27 prosecute the Action.

28 1.9 “Class Data” means Class Member identifying information in Defendant’s possession

including the Class Member's name, last-known mailing address, email address (if any), Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.

1.10 "Class Member" means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non- Participating Class Member who qualifies as an Aggrieved Employee).

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

1.12 "Class Period" means the period from September 29, 2021, through the earlier of: (a) July 8, 2026, and (b) the date on which the Court issues an order granting preliminary approval of this Settlement.

1.13 "Class Representative" means the named plaintiff in the operative complaint in the Action seeking Court approval to serve as a class representative.

1.14 "Class Representative Service Award" means the payment to Plaintiff in her capacity as Class Representative for initiating the Action and providing services in support of the Action.

1.15 "Court" means the Superior Court of California, County of Solano.

1.16 "Defendant" means United Performance Metals, LLC, the named defendant in the Action.

1.17 "Defense Counsel" means Michael A. S. Newman of Maynard Nexsen LLP.

1.18 "Effective Date" means the date on which the Judgment becomes final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.19 "Final Approval" means the Court's order granting final approval of the Settlement.

1.20 "Final Approval Hearing" means the Court's hearing on the Motion for Final

Approval of the Settlement.

1.21 “Gross Settlement Amount” or “GSA” means \$285,000, which is the total amount Defendant agrees to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual Class Payments, PAGA Penalties, Class Counsel Fees, Class Counsel Costs, Class Representative Service Award, and Administration Costs.

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

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

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

1.25 “LWDA” means the California Labor and Workforce Development Agency.

1.26 “LWDA PAGA Payment” means the 65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (m).

1.27 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Penalties, Class Representative Service Award, Class Counsel Fees, Class Counsel Costs, and Administration Costs. 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 Period” means the period from September 24, 2024, through the earlier of: (a) July 8, 2026, and (b) the date on which the Court issues an order granting preliminary approval of this Settlement.

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

1.31 “PAGA Notice” means Plaintiff’s September 24, 2025 letter to Defendant and the LWDA, Case No. LWDA-CM-1127490-25, providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.32 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from

the Gross Settlement Amount, allocated 65% to the LWDA and 35% to Aggrieved Employees in settlement of 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 “Pay Period” means any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.35 “Plaintiff” means Jennifer Lara, the named plaintiff in the Action.

1.36 “Preliminary Approval” means the Court’s order granting preliminary approval of the Settlement.

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

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

1.39 “Released Parties” means Defendant and Defendant’s officers, directors, managerial employees, and agents.

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 60 days after the Administrator mails the Class Notice and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion, (b) fax, email, or mail objections to the Settlement, or (c) fax, email, or mail a challenge to the number of Workweeks and/or Pay Periods allocated to the Class Member in the Class Notice. Class Members to whom Class Notices are resent after having been returned undeliverable to the Administrator shall have their deadline extended an additional 14 calendar days beyond the Response Deadline.

1.42 “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 for at least one hour during the Class Period.

1 **2. RECITALS.**

2 2.1 On September 29, 2025, Plaintiff commenced this Action by filing a complaint
3 alleging against Defendant the following causes of action: (1) Failure to Pay Minimum and
4 Straight Time Wages; (2) Failure to Pay Overtime Wages; (3) Failure to Provide Meal Periods;
5 (4) Failure to Authorize and Permit Rest Periods; (5) Failure to Pay Wages of Discharged
6 Employees; (6) Failure to Provide and Maintain Accurate and Compliant Wage Records; (7)
7 Failure to Indemnify Employees for Expenditures; and (8) Unfair Business Practices under the
8 Unfair Competition Law (“UCL”), Bus. & Prof. Code § 17200, *et seq.* On December 2, 2025,
9 Plaintiff filed a First Amended Complaint adding a PAGA cause of action seeking civil penalties
10 from Defendant for the Labor Code violations alleged in the PAGA Notice. The First Amended
11 Complaint is the operative complaint in the Action (the “Operative Complaint”). Defendant
12 denies the allegations in the Operative Complaint, denies any failure to comply with the laws
13 identified in in the Operative Complaint, and denies any and all liability for the causes of action
14 alleged.

15 2.2 Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave timely written
16 notice to Defendant and the LWDA by sending the PAGA Notice.

17 2.3 On May 8, 2026, the Parties participated in an all-day mediation presided over by Gail
18 Glick, Esq. (“Mediator”), which led to this Agreement.

19 2.4 Before mediation, Plaintiff obtained, through informal discovery, Plaintiff’s personnel
20 file, Class Members’ time and payroll records, and Defendant’s written policies in effect during
21 the Class Period. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval
22 set forth in *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker*
23 *Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

24 2.5 The Court has not granted class certification because the Parties engaged in mediation
25 before any motion for class certification was filed.

26 2.6 The Parties, Class Counsel, and Defense Counsel represent that they are not aware of
27 any other pending matters or actions asserting claims that will be extinguished or affected by the
28 Settlement.

1 **3. MONETARY TERMS.**

2 3.1 Gross Settlement Amount. Defendant promises to pay \$285,000 and no more as the
3 Gross Settlement Amount and to pay separately any and all employer payroll taxes owed on the
4 Wage Portions (as defined below) of the Individual Class Payments. Defendant has no obligation
5 to pay the GSA (or any payroll taxes) before the deadline stated in Paragraph 4.2. The
6 Administrator will disburse the entire GSA without asking or requiring Participating Class
7 Members or Aggrieved Employees to submit any claim as a condition of payment. None of the
8 Gross Settlement Amount will revert to Defendant.

9 3.2 Payments from the Gross Settlement Amount. The Administrator will make and
10 deduct the following payments from the GSA, in the amounts specified by the Court in the Final
11 Approval:

12 3.2.1 To Plaintiff: Class Representative Service Award of not more than \$5,000 (in
13 addition to any Individual Class Payment and any Individual PAGA Payment to which
14 Plaintiff is entitled as a Participating Class Member). Defendant will not oppose
15 Plaintiff's request for a Class Representative Service Award that does not exceed this
16 amount. As part of the Motion for Final Approval, Plaintiff will seek Court approval
17 for any Service Award. If the Court approves a Class Representative Service Award
18 less than the amount requested, the Administrator will retain the remainder in the Net
19 Settlement Amount. The Administrator will pay the Class Representative Service
20 Award using IRS Form 1099. Plaintiff assumes full responsibility and liability for
21 employee taxes owed on any Service Award.

22 3.2.2 To Class Counsel: Class Counsel Fees of not more than one-third (1/3), which is
23 currently estimated to be \$95,000, and Class Counsel Costs of not more than \$17,000.
24 Defendant will not oppose requests for these payments provided they do not exceed
25 these amounts. As part of the Motion for Final Approval, Plaintiff and/or Class
26 Counsel may seek Court approval of Class Counsel Fees and Class Counsel Costs. In
27 support of Class Counsel Costs, Class Counsel must submit a cost ledger listing each
28 expense incurred during the Action. If the Court approves Class Counsel Fees or Class

Counsel Costs less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any Class Counsel Fees and/or Class Counsel Costs. The Administrator will pay Class Counsel Fees and Costs using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on Class Counsel Fees and Class Counsel Costs and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these payments.

3.2.3 To the Administrator: Administration Costs not to exceed \$3,990 except for a showing of good cause and as approved by the Court. To the extent the Administration Costs are less than or the Court approves payment less than \$3,990, the Administrator will retain the remainder in the Net Settlement Amount.

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

3.2.4.1 Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to the settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The remaining 80% of each Participating Class Member's Individual Class Payment will be allocated to the settlement of claims for interest and statutory penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2 Effect of Non-Participating Class Members on Calculation of Individual

1 Class Payments. Non-Participating Class Members will not receive any
2 Individual Class Payments. The Administrator will retain amounts equal to their
3 Individual Class Payments in the Net Settlement Amount for distribution to
4 Participating Class Members on a pro rata basis.

5 3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of
6 \$20,000 to be paid from the Gross Settlement Amount, with 65% (\$13,000) allocated
7 to the LWDA PAGA Payment and 35% (\$7,000) allocated to the Individual PAGA
8 Payments.

9 3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a)
10 dividing the amount of the Aggrieved Employees' 35% share of PAGA
11 Penalties (\$13,000) by the total number of Pay Periods worked by all Aggrieved
12 Employees during the PAGA Period and (b) multiplying the result by each
13 Aggrieved Employee's Pay Periods. Aggrieved Employees assume full
14 responsibility and liability for any taxes owed on their Individual PAGA
15 Payment.

16 3.2.5.2 If the Court approves PAGA Penalties of less than the amount requested,
17 the Administrator will allocate the remainder to the Net Settlement Amount.
18 The Administrator will report the Individual PAGA Payments on IRS 1099
19 Forms.

20 **4. SETTLEMENT FUNDING AND PAYMENTS.**

21 4.1 Class Size Estimates. Based on a review of its records to date, Defendant estimates
22 there are 68 Class Members who collectively worked a total of 6,600 Workweeks 45 Aggrieved
23 Employees who worked a total of 1,174 Pay Periods.

24 4.1.1 If, prior to filing any motion for preliminary approval, the total number of
25 Workweeks increases by more than 10% (i.e. more than 7,260 Workweeks), has the
26 option either: 1) to have the GSA increase pro rata based on the number of additional
27 Workweeks above 10% (i.e., if the number of Workweeks is 11% greater than 6,600,
28 the GSA shall increase by 1%); or 2) to have the end date of the Class Period and the

1 PAGA Period become the date one day prior to the date on which the total number of
2 workweeks exceeds 7,260 (6,600 x 1.10). Defendant must notify Class Counsel and the
3 Administrator of its election before the motion on preliminary approval is filed.

4 4.2 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross
5 Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of
6 payroll taxes, by transmitting the funds to the Administrator no later than 21 days after the
7 Effective Date. The Administrator shall be responsible for calculating and processing all
8 applicable federal, state, and local payroll tax withholdings from the Wage Portions of the
9 Individual Class Payments, remitting such withholdings to the appropriate taxing authorities
10 within the time periods prescribed by applicable law, and issuing all required tax forms and
11 filings in connection therewith.

12 4.3 Payments from the Gross Settlement Amount. Within 14 days after Defendant funds
13 the Gross Settlement Amount, the Administrator will mail checks for all Individual Class
14 Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration
15 Expenses Payment, Class Counsel Fees, Class Counsel Costs, and the Class Representative
16 Service Award. Disbursement of Class Counsel Fees, Class Counsel Costs, and the Class
17 Representative Service Award shall not precede disbursement of Individual Class Payments and
18 Individual PAGA Payments.

19 4.3.1 The Administrator will issue checks for the Individual Class Payments and/or
20 Individual PAGA Payments and send them to the Class Members and Aggrieved
21 Employees via First Class U.S. Mail, postage prepaid. The face of each check shall
22 prominently state the date (not less than 180 days after the date of mailing) when the
23 check will be voided. The Administrator will cancel all checks not cashed by the void
24 date. The Administrator will send checks for Individual Settlement Payments to all
25 Participating Class Members (including those for whom Class Notice was returned
26 undelivered). The Administrator will send checks for Individual PAGA Payments to
27 all Aggrieved Employees including Non-Participating Class Members who qualify as
28 Aggrieved Employees (including those for whom Class Notice was returned

undelivered). The Administrator may send Participating Class Members who are also Aggrieved Employees 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.

4.3.2 The Administrator must conduct an Address Search for all Class Members and Aggrieved Employees whose checks are returned undelivered without a United States Postal Service ("USPS") forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail the check to the USPS forwarding address provided or to an address ascertained through the Address Search. The Administrator need not take further steps to deliver checks to Class Members or Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member or Aggrieved Employee whose original check was lost or misplaced, as requested by the Class Member or Aggrieved Employee before the void date.

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

4.3.4 For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such check to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

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

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

5 5.1 Plaintiff's Release. Plaintiff and Plaintiff's respective former and present
6 representatives, agents, attorneys, administrators, successors and assigns, release and discharge
7 Released Parties from all claims, transactions or occurrences including, but not limited to: (a) all
8 claims that were, or reasonably could have been, alleged based on the facts contained in the
9 Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged
10 based on facts contained in the Operative Complaint and Plaintiff's PAGA Notice. ("Plaintiff's
11 Release.") Plaintiff's Release does not extend to any claims or actions to enforce this Agreement,
12 or to any claims for vested benefits, unemployment benefits, disability benefits, social security
13 benefits, or workers' compensation benefits that arose at any time, or based on occurrences
14 outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different
15 from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees,
16 nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding
17 such different or additional facts or Plaintiff's discovery of them. In addition, notwithstanding
18 any other provision, nothing herein releases, waives, compromises, or extinguishes Plaintiff's
19 individual claims for discrimination, harassment, retaliation, failure to accommodate, failure to
20 engage in the interactive process, wrongful termination in violation of public policy, or any other
21 individual employment related claims arising under the California Fair Employment and Housing
22 Act (FEHA), California Government Code section 12900, *et seq.*, or common law wrongful
23 termination doctrines. The Parties expressly agree that this Agreement is limited solely to the
24 settlement and release of the claims that were alleged, or could have been alleged, in the
25 Class/PAGA Action.

26 5.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For
27 purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the
28 provisions, rights, and benefits, if any, of section 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: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Operative Complaint that are alleged to have occurred during the Class Period. Except as set forth in Section 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, or workers' compensation or claims based on events occurring outside the Class Period.

5.3 Released PAGA Claims: All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors and assigns, the Released Parties from all claims for PAGA Penalties that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Operative Complaint and the PAGA Notice that are alleged to have occurred during the PAGA Period.

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

6.1 Defendant's Declaration in Support of Preliminary Approval. Within 5 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. In their declarations, Defense Counsel and Defendant shall aver whether they are aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all

documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice and memorandum in support of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code section 2699, subdivision (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 and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (vi) a signed declaration from Class Counsel attesting to its competency to represent the Class Members; and its timely transmission to the LWDA of all necessary PAGA documents (PAGA Notice (Lab. Code, § 2699.3, subd. (a)), Operative Complaint (Lab. Code, § 2699, subd. (l)(1)), and the Agreement (Lab. Code, § 2699, subd. (l)(2))); and (vii) all facts relevant to any actual or potential conflict of interest with Class Members and/or the Administrator. In their declarations, Plaintiff and Class Counsel shall aver whether they are aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.3 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court’s Preliminary Approval to the Administrator.

6.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and

Defense Counsel will expeditiously work together by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together by meeting in person or by telephone and in good faith to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

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

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

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

7.4 Notice to Class Members.

7.4.1 Not later than 21 days after the Court grants Preliminary Approval, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any

1 extension of the deadline by which Defendant must send the Class Data to the
2 Administrator, the Parties and their counsel will expeditiously use best efforts, in good
3 faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class
4 Data. No later than 3 business days after receipt of the Class Data, the Administrator
5 shall notify Class Counsel that the list has been received and state the number of Class
6 Members, Aggrieved Employees, Workweeks, and Pay Periods in the Class Data.

7 7.4.2 Using best efforts to perform as soon as possible, and in no event later than 14
8 days after receiving the Class Data, the Administrator will send to all Class Members
9 identified in the Class Data, via first-class USPS mail, the Class Notice substantially
10 in the form attached to this Agreement as **Exhibit A**. The first page of the Class Notice
11 shall prominently estimate the dollar amounts of any Individual Class Payment and
12 Individual PAGA Payment (if applicable) payable to the Class Member, and the
13 number of Workweeks and Pay Periods (if applicable) used to calculate these amounts.
14 Before mailing Class Notices, the Administrator shall update Class Member addresses
15 using the National Change of Address database.

16 7.4.3 Not later than 3 business days after the Administrator's receipt of any Class
17 Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class
18 Notice using any forwarding address provided by the USPS. If the USPS does not
19 provide a forwarding address, the Administrator shall conduct a Class Member
20 Address Search and re-mail the Class Notice to the most current address obtained. The
21 Administrator has no obligation to make further attempts to locate or send Class
22 Notice to Class Members whose Class Notice is returned by the USPS a second time.

23 7.4.4 The deadline for Class Members' written objections, challenges to Workweeks
24 and/or Pay Periods, if applicable, and Requests for Exclusion will be extended for
25 Class Members whose notices are re-mailed. Class Members to whom Class Notices
26 are resent after having been returned undeliverable to the Administrator shall have
27 their deadline extended an additional 14 calendar days beyond the Response Deadline.
28 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 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 Class Notice, or the deadline dates in the Class Notice, whichever are later.

7.5 Requests for Exclusion (Opt-Outs).

7.5.1 Class Members who wish to exclude themselves from (opt out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than the Response Deadline. A Request for Exclusion is a letter from a Class Member or the Class Member's 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.

1 7.5.3 Every Class Member who does not submit a timely and valid Request for
2 Exclusion is deemed to be a Participating Class Member, entitled to all benefits and
3 bound by all terms and conditions of the Settlement, including the Participating Class
4 Members' Release under Paragraph 5.2 of this Agreement, regardless of whether the
5 Participating Class Member actually receives the Class Notice or objects to the
6 Settlement.

7 7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a
8 Non-Participating Class Member and shall not receive an Individual Class Payment
9 or have the right to object to the class action components of the Settlement. Because
10 future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-
11 Participating Class Members who are Aggrieved Employees are deemed to release
12 the claims identified in Paragraph 5.3 of this Agreement and are eligible for an
13 Individual PAGA Payment.

14 7.6 Challenges to Calculation of Workweeks and/or Pay Periods. Each Class Member
15 shall have until the Response Deadline to challenge the number of Workweeks and/or Pay
16 Periods, if applicable, allocated to the Class Member in the Class Notice. The Class Member may
17 challenge the allocation by communicating with the Administrator via fax, email, or mail. The
18 Administrator must encourage the challenging Class Member to submit supporting
19 documentation. The Administrator has the authority to address and make final decisions
20 consistent with the terms of this Agreement on all Class Member challenges to the number of
21 Workweeks and/or Pay Periods. In the absence of any contrary documentation, the Administrator
22 is entitled to presume that the Workweeks and/or Pay Periods contained in the Class Notice are
23 correct if they are consistent with the Class Data. The Administrator's determination of
24 allocations of Workweeks and/or Pay Periods is final and not appealable or otherwise susceptible
25 to challenge. The Administrator shall promptly provide to Defense Counsel and Class Counsel
26 copies of all challenges to calculation of Workweeks and/or Pay Periods and the Administrator's
27 determination of the challenges.

28 7.7 Objections to Settlement.

1 7.7.1 Only Participating Class Members may object to the class action components of
2 the Settlement and this Agreement, including contesting the fairness of the Settlement
3 and the amounts requested for Class Counsel Fees, Class Counsel Costs,
4 Administration Costs, and Class Representative Service Award.

5 7.7.2 Participating Class Members may send written objections to the Administrator,
6 by fax, email, or mail no later than the Response Deadline. Participating Class
7 Members may appear in Court (or hire an attorney to appear in Court) to present oral
8 objections at the Final Approval Hearing.

9 7.7.3 Non-Participating Class Members have no right to object to any of the class
10 action components of the Settlement.

11 7.8 Administrator Duties. The Administrator has a duty to perform all tasks to be
12 performed by the Administrator set forth in this Agreement or otherwise.

13 7.8.1 Website, Email Address, and Toll-Free Number. The Administrator will
14 establish, maintain, and use a website to post information of interest to Class Members
15 including the date, time, and location for the Final Approval Hearing and copies of the
16 Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class
17 Notice, the Motion for Final Approval, the Final Approval, and the Judgment. The
18 Administrator will also maintain and monitor an email address and a toll-free
19 telephone number to receive Class Member calls, faxes, and emails.

20 7.8.2 Requests for Exclusion (Opt-Outs) and Exclusion List. The Administrator will
21 promptly review on a rolling basis Requests for Exclusion to ascertain their validity.
22 Not later than 5 days after the expiration of the deadline for submitting Requests for
23 Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel
24 containing (a) the names and other identifying information of Class Members who
25 have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names
26 and other identifying information of Class Members who have submitted invalid
27 Requests for Exclusion; and (c) copies of all Requests for Exclusion submitted
28 (whether valid or invalid).

1 7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written
2 reports to Class Counsel and Defense Counsel that, among other things, tally the
3 number of: Class Notices mailed or re-mailed, Class Notices returned undelivered,
4 Requests for Exclusion (whether valid or invalid) received, objections received,
5 challenges to Workweeks and/or Pay Periods received and/or resolved, and checks
6 mailed for Individual Class Payments and Individual PAGA Payments (“Weekly
7 Report”). The Weekly Reports must include the Administrator’s assessment of the
8 validity of Requests for Exclusion and attach copies of all Requests for Exclusion and
9 objections received.

10 7.8.4 Administrator’s Declaration. Not later than 14 days before the date by which
11 Plaintiff is required to file the Motion for Final Approval of the Settlement, the
12 Administrator will provide to Class Counsel and Defense Counsel, a signed
13 declaration suitable for filing in Court attesting to its due diligence and compliance
14 with all of its obligations under this Agreement, including, but not limited to, its
15 mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of
16 Class Notices, attempts to locate Class Members, the total number of Requests for
17 Exclusion it received (both valid or invalid), and the number of written objections.
18 The declaration shall attach the Exclusion List. The Administrator will supplement its
19 declaration as needed or requested by the Parties and/or the Court. Class Counsel is
20 responsible for filing the Administrator’s declaration(s) in Court.

21 7.8.5 Final Report by Administrator. Within 10 days after the Administrator disburses
22 all funds in the Gross Settlement Amount, the Administrator will provide Class
23 Counsel and Defense Counsel with a final report detailing its disbursements by
24 employee identification number only of all payments made under this Agreement. At
25 least 15 days before any deadline set by the Court, the Administrator will prepare, and
26 submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing
27 in Court attesting to its disbursement of all payments required under this Agreement.
28 Class Counsel is responsible for filing the Administrator’s declaration in Court.

1 **8. MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared
2 Final Approval Hearing, Plaintiff will file in Court, a motion for final approval that includes a
3 request for approval of the PAGA settlement under Labor Code section 2699, subdivision (l), a
4 proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final
5 Approval”). Plaintiff shall provide drafts of these documents to Defense Counsel not later than 7
6 days before filing the Motion for Final Approval, Class Counsel and Defense Counsel will
7 expeditiously meet and confer in person or by telephone, and in good faith, to resolve any
8 disagreements concerning the Motion for Final Approval.

9 8.1 Response to Objections. Each Party retains the right to respond to any objection raised
10 by a Participating Class Member, including the right to file responsive documents in Court no
11 later than 5 court days before the Final Approval Hearing, or as otherwise ordered or accepted by
12 the Court.

13 8.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
14 Approval on any material change to the Settlement, including the scope of release to be granted
15 by Class Members, the Parties will expeditiously work together in good faith to address the
16 Court’s concerns by revising the Agreement as necessary to obtain Final Approval. The Court’s
17 decision to award less than the amounts requested for the Service Award, Class Counsel Fees
18 and/or Costs, and/or Administrator Costs shall not constitute a material modification to the
19 Agreement within the meaning of this paragraph.

20 8.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment,
21 the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes
22 of (i) enforcing this Agreement or Judgment, (ii) addressing settlement administration matters
23 and (iii) addressing such post-Judgment matters as are permitted by law.

24 8.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
25 conditions of this Agreement, specifically including Class Counsel Fees and Class Counsel Costs,
26 the Parties, their respective counsel and all Participating Class Members who did not object to the
27 Settlement, waive all rights to appeal from the Judgment, including all rights to post-judgment
28 and appellate proceedings, the right to file motions to vacate judgment, motions for new trial,

extraordinary writs and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the Net Settlement Amount.

8.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the appellate court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional administration expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse or modify the Court's award of the Class Representative Service 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.

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

10. ADDITIONAL PROVISIONS.

10.1 No Admission of Liability. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor is it intended or should be construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If for any reason the Court does not grant Preliminary Approval, grant Final Approval, or enter Judgment, Defendant reserves the right to contest certification of any class for any reason, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the

1 right to move for class certification on any grounds available and to contest Defendant's defenses.
2 The Settlement, this Agreement, and the Parties' willingness to settle the Action will have no
3 bearing on, and will not be admissible in connection with, any litigation (except for proceedings
4 to enforce or effectuate the Settlement and this Agreement).

5 10.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant,
6 and Defense Counsel separately agree that, until the Motion for Preliminary Approval is filed,
7 they and each of them will not disclose, disseminate, publicize, or cause or permit another person
8 to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly,
9 specifically or generally, to any person, corporation, association, government agency or other
10 entity except: (1) to the Parties' attorneys, accountants or spouses, all of whom will be instructed
11 to keep this Agreement confidential; (2) to counsel in a related matter; (3) to the extent necessary
12 to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or
13 (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each
14 Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or
15 subpoena seeking such information. Plaintiff, Class Counsel, Defendant, and Defense Counsel
16 separately agree not to, directly or indirectly, initiate any conversation or other communication,
17 before the filing of the Motion for Preliminary Approval, with any third party regarding this
18 Agreement or the matters giving rise to this Agreement except to respond only that "the matter
19 was resolved," or words to that effect. This paragraph does not restrict Class Counsel's
20 communications with Class Members in accordance with Class Counsel's ethical obligations
21 owed to Class Members.

22 10.3 No Solicitation. The Parties separately agree that they and their respective counsel and
23 employees will not solicit any Class Member to opt out of or object to the Settlement or appeal
24 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability
25 to communicate with Class Members in accordance with Class Counsel's ethical obligations
26 owed to Class Members.

27 10.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
28 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.

10.5 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.

10.6 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 and submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of the Mediator or the Court for resolution.

10.7 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.

10.8 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 United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

10.9 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.

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

10.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be

governed by and interpreted according to the laws of the State of California, without regard to conflict of law principles.

10.12 Cooperation in Drafting. The Parties have cooperated in drafting and preparing 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.

10.13 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.

10.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or the Settlement, may be used only with respect to this Settlement and for no other purpose, and may not be used in any way that violates any existing contractual agreement, statute or the California Rules of Court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Class Data received from Defendant unless, before the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destruction, of Class Data.

10.15 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 the Agreement.

10.16 Calendar Days. Unless otherwise noted, all references 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.

10.17 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

1 To Plaintiff: Thiago M. Coelho
2 *thiago.coelho@wilshirelawfirm.com*
3 Chumahan B. Bowen
4 *chumahan.bowen@wilshirelawfirm.com*
5 Jesenia A. Martinez
6 *jesenia.martinez@wilshirelawfirm.com*
7 **WILSHIRE LAW FIRM**
 660 S. Figueroa St., Sky Lobby
 Los Angeles, California 90017
 Telephone: (213) 381-9988
 Facsimile: (213) 381-9989

8 To Defendant: Michael A. S. Newman
9 *mnewman@maynardnexsen.com*
10 **MAYNARD NEXSEN LLP**
11 10100 Santa Monica Blvd. Suite 550
 Los Angeles, CA 90067
 Telephone: 310.596.4500

12 10.18 Execution in Counterparts. This Agreement may be executed in one or more
13 counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes of this
14 Agreement shall be accepted as an original. All executed counterparts and each of them will be
15 deemed to be one and the same instrument if counsel for the Parties will exchange between
16 themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove
17 the existence and contents of this Agreement.

18 10.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the
19 litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further
20 agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure section
21 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310
22 for the entire period of this settlement process.

23
24 [SIGNATURES ON NEXT PAGE]
25
26
27
28

1 By the Parties:

2
3 Dated: 6/30/2026

DocuSigned by:

A025CE7652D0485...

Plaintiff Jennifer Lara

4
5
6 Dated: _____

Defendant United Performance Metals, LLC

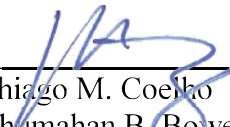
7
8 By: _____

Position: _____

9
10 Approved by counsel:

11
12 Dated: June 25, 2026

WILSHIRE LAW FIRM, PLC

13 By:  _____

Thiago M. Coelho

Chamahan B. Bowen

Jesenia A. Martinez

14
15 Attorneys for Plaintiff JENNIFER LARA

16
17 Dated: _____

MAYNARD NEXSEN LLP

18
19 By: _____

Michael A. S. Newman

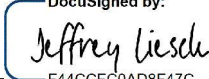
20 Attorneys for Defendant UNITED PERFORMANCE
21 METALS, LLC

By the Parties:

Dated: _____

Plaintiff Jennifer Lara

Dated: 7/7/2026

DocuSigned by:

F44CCFC0AD8F47C...
Defendant United Performance Metals, LLC

By: Jeffrey Liesch
Position: Chief Financial Officer

Approved by counsel:

Dated: WILSHIRE LAW FIRM, PLC

By: _____
Thiago M. Coelho
Chumahan B. Bowen
Jesenia A. Martinez

Attorneys for Plaintiff JENNIFER LARA

Dated: July 7, 2026 MAYNARD NEXSEN LLP

By: 
Michael A. S. Newman

Attorneys for Defendant UNITED PERFORMANCE
METALS, LLC

EXHIBIT A

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

Lara v. United Performance Metals, LLC
Solano County Superior Court, Case No. CU25-08907

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

You may be eligible to receive money from an employee class action lawsuit (“Action”) against United Performance Metals, LLC (“UPM”) for alleged wage and hour violations. The Action was filed by a former UPM employee, Jennifer Lara (“Plaintiff”), and seeks payment of (1) back wages, unreimbursed business expenses, and statutory penalties for a class of all persons who performed work for Defendant in California as a current or former hourly-paid or non-exempt employee at any time during the Class Period from September 29, 2021, through [the earlier of: (a) July 8, 2026, and (b) the date on which the Court issues an order granting preliminary approval of this Settlement] (“Class Members”); and (2) penalties under the California Private Attorneys General Act (“PAGA”), Lab. Code § 2698, *et seq.*, for all Class Members who worked for UPM during the PAGA Period from September 24, 2024, through [the earlier of: (a) July 8, 2026, and (b) the date on which the Court issues an order granting preliminary approval of this Settlement] (“Aggrieved Employees”).

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

Based on UPM’s records, and the parties’ current assumptions, **your Individual Class Payment is estimated to be \$ [REDACTED] (less withholding) and your Individual PAGA Payment is estimated to be \$ [REDACTED]**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to UPM’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 UPM’s records showing that **you worked [REDACTED] workweeks** during the Class Period and **you worked [REDACTED] pay periods** during the PAGA Period. If you believe that you worked more workweeks during the Class Period and/or pay periods during the PAGA Period, you can submit a challenge by the deadline date. See Section IV 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. 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 UPM to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against UPM.

If you worked for UPM 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 Class Period wage claims against UPM.
- (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 Class Period wage claims against UPM, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

UPM 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 UPM that are covered by this Settlement ("Released Claims").
You Can Opt Out of the Class Settlement but not the PAGA Settlement The Opt Out Deadline is [REDACTED]	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 VI of this Notice. You cannot opt out of the PAGA portion of the proposed Settlement. UPM must pay Individual PAGA Payments to all Aggrieved Employees, and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by [REDACTED]	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, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section VII of this Notice.

You Can Participate in the [REDACTED] Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [REDACTED]. 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 object to the Class Settlement, virtually or in person, at the Final Approval Hearing. See Section VIII of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by [REDACTED]	The amounts of your Individual Class Payment and Individual PAGA Payment (if any) depend on how many 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 Period workweeks and number of PAGA Period pay periods you worked according to UPM's records are stated on the first page of this Notice. If you disagree with the number of Class Period Workweeks and/or PAGA Period Pay Periods, you must challenge them by [REDACTED]. See Section IV of this Notice.

I. WHAT IS THE ACTION ABOUT?

Plaintiff is a former UPM employee. The Action accuses UPM of violating California labor laws by failing timely to pay overtime wages, minimum wages, and wages due upon termination and failing to provide meal periods, rest periods, reimbursement for business expenses, and accurate itemized wage statements. Based on the same claims, Plaintiff has also asserted a claim for unfair business practices under the Unfair Competition Law ("UCL"), Bus. & Prof. Code § 17200, *et seq.*, and a claim for civil penalties under PAGA.

Plaintiff is represented by attorneys in the Action: Thiago M. Coelho, Chumahan B. Bowen, and Jesenia A. Martinez of Wilshire Law Firm, PLC.

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

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

So far, the Court has made no determination whether UPM or Plaintiff is correct on the merits. In the meantime, Plaintiff and UPM hired an experienced, neutral mediator means of negotiation in an effort to resolve the Action by negotiating an agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a settlement agreement and agreeing to ask the Court to enter a judgment ending the Action, Plaintiff and UPM 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, UPM 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) UPM has agreed to pay a fair, reasonable, and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) settlement is in the best interests of the Class Members. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

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

1. UPM Will Pay \$285,000 as the Gross Settlement Amount (“Gross Settlement”). UPM 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, a Class Representative Service Award, Class Counsel fees and costs, Administration costs, and penalties to be paid to the LWDA. Assuming the Court grants Final Approval, UPM will fund the Gross Settlement not more than 21 days after the Judgment entered by the Court becomes final. 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.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, 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:
 - A. Up to \$95,000 (one-third (1/3) of the Gross Settlement) to Class Counsel for attorneys’ fees and up to \$17,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$5,000 to Plaintiff as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff’s Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$3,990 to the Administrator for services administering the Settlement.
 - D. Up to \$20,000 for PAGA penalties, allocated 65% to the LWDA and 35% to Individual PAGA Payments to Aggrieved Employees based on their pay periods during the PAGA Period.

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

3. Net Settlement Distributed to 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 Class Period Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiff and UPM are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages (“Wage Portion”) and 80% to interest and statutory penalties (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. UPM will separately fund employer payroll taxes it owes on the Wage Portion, which will be processed by the Administrator. 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 UPM have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Cash Payment Checks Promptly. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name.

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

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than [REDACTED], that you wish to opt out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the [REDACTED] Response Deadline. The Request for Exclusion should be a letter from the Class Member or Class Member's representative setting forth the Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Class Members who opt out will not receive Individual Class Payments but will preserve their rights to personally pursue wage and hour claims against UPM.

You cannot opt out of the PAGA portion of the Settlement. Class Members who opt out of the Class Settlement remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against UPM based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will not grant Final Approval of the Settlement or not enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and UPM have agreed that, in either case, the Settlement will be void, UPM will not pay any money, and Class Members will not release any claims against UPM.
8. Administrator. The Court has appointed a neutral company, Apex Class Action LLC (the "Administrator"), to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member challenges over 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 IX of this Notice.
9. Released Class Claims. After the Judgment is final and UPM 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 UPM or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA 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, administrators, successors and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Operative Complaint that are alleged to have occurred during the Class Period. Except as set forth in Section 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, or workers' compensation or claims based on events occurring outside the Class Period.

10. Released PAGA Claims. After the Court's Judgment is final, and UPM has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against UPM, 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, cannot sue, continue to sue, or participate in any other PAGA claim against UPM or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Release is as follows:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors and assigns, the Released Parties from all claims for PAGA Penalties that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Operative Complaint and the PAGA Notice that are alleged to have occurred during the PAGA Period.

IV. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$13,000 by the total number of PAGA Period pay periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period pay periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Workweeks you worked during the Class Period and the number of Pay Periods you worked during the PAGA Period, if any, as recorded in UPM's records, are stated on the first page of this Notice. You have until [REDACTED] to challenge the number of Workweeks and/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 IX of this Notice has the Administrator's contact information.

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

V. HOW WILL I GET PAID?

1. 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 (if any).
2. 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.

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 IX of this Notice has the Administrator's contact information.

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

To opt out of the Class Action 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 be excluded. Be sure to personally sign your request, identify the Action as *Lara v. United Performance Metals, LLC*, and include your identifying information (full name, address, email address (if any), telephone number, approximate dates of employment, and Social Security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **You must send your request to be excluded to the Administrator by [REDACTED], or it will be invalid.** Section IX of the Notice has the Administrator's contact information.

VII. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and UPM are asking the Court to approve. At least 16 court days before the [REDACTED] Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair and states (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section IX 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 ([REDACTED]) or the Court's website (<https://solano.courts.ca.gov/>).

A Participating Class Member who disagrees with any aspect of the Settlement or the Motion for Final Approval 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 objections to the Administrator is [REDACTED].** 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 *Lara v. United Performance Metals, LLC* and include your name, current address, email address (if any), telephone number, and approximate dates of employment for UPM and sign the objection. Section IX of this Notice has the Administrator's contact information.

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

VIII. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [REDACTED] at [REDACTED] in Department 7 of the Solano Superior Court, Old Solano Courthouse located at 580 Texas St., Fairfield, CA 94533. At the hearing, the judge will decide whether to grant Final Approval of the Settlement 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 Zoom (<https://solano.courts.ca.gov/divisions/civil-court/remote-appearance-civil-court>). Check the Court's website for the most current information.

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

IX. HOW CAN I GET MORE INFORMATION?

The settlement agreement sets forth everything UPM and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the settlement agreement, the Judgment or any other settlement documents is to go to the Administrator's website at [REDACTED]. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below or consult the Superior Court website by going to "Case Search" (<https://portal.solano.courts.ca.gov/>) and entering the Case Number for the Action, Case No. CU25-08907.

DO NOT TELEPHONE THE COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT

Class Counsel:

Thiago M. Coelho
thiago.coelho@wilshirelawfirm.com
Chumahan B. Bowen
chumahan.bowen@wilshirelawfirm.com
Jesenia A. Martinez

jesenia.martinez@wilshirelawfirm.com
WILSHIRE LAW FIRM, PLC
660 S. Figueroa St., Sky Lobby
Los Angeles, California 90017
Telephone: (213) 381-9988

Settlement Administrator: Apex Class Action LLC
Email Address:
Mailing Address:
Telephone:
Fax Number:

X. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

XI. WHAT IF I CHANGE MY ADDRESS?

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

EXHIBIT 3



Thank you for your Proposed Settlement Submission

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

Date Tue 9/29/2026 6:01 PM

To Giancarlo Recinos' Team <Giancarlorecinosteam@wilshirelawfirm.com>

09/29/2026 06:00:56 PM

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

Item submitted: Proposed Settlement

On 09/29/2026 06:00:56 PM your Proposed Settlement was successfully processed for case number LWDA-CM-1127490-25

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: [https://nam12.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate Attorneys General Act.htm&data=05%7C02%7Cdariane.rose%40wilshirelawfirm.com%7C5e44eb0d79594119674408df1e8e52c5%7C9ada260a4f194da187b814d372333753%7C1%7C0%7C639263268792491762%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRy.dWUsIiYiOiIwLjAuMDAwMCIslIAiOiJXaW4zMilslkFOljoitWFFpbCIsIldUljoyfQ%3D%3D%7C0%7C%7C%7C&sdata=bfnsBIC6SWILGnuJ48iSVBVtBJAhEPmLh%2FpRJ4qQmEU%3D&reserved=0](https://nam12.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate%20Attorneys%20General%20Act.htm&data=05%7C02%7Cdariane.rose%40wilshirelawfirm.com%7C5e44eb0d79594119674408df1e8e52c5%7C9ada260a4f194da187b814d372333753%7C1%7C0%7C639263268792491762%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRy.dWUsIiYiOiIwLjAuMDAwMCIslIAiOiJXaW4zMilslkFOljoitWFFpbCIsIldUljoyfQ%3D%3D%7C0%7C%7C%7C&sdata=bfnsBIC6SWILGnuJ48iSVBVtBJAhEPmLh%2FpRJ4qQmEU%3D&reserved=0)

EXHIBIT 4



Quotation Request:
Yuliana Vargas
Wilshire Law Firm, PLC
Yuliana.vargas@wilshirelawfirm.com
800.522.7274

Case Name: United Performance Metals LLC (Lara)
Date: Tuesday, May 12, 2026
RFP Number: 24821698

Prepared By:
Sean Hartranft
Apex Class Action LLC
Sean@apexclassaction.com
949.878.3676

Settlement Specifications	
Estimated Class Size:	68
Certified Language Translation:	No
Static Settlement Website	Yes
Percentage of Undeliverable Mail	20%

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
-----------------------	-----------------	---------	----------	----------------

Data Analytics and Standardization				
Import and Standardize Data*	Per Hour	\$125.00	1	\$125.00
Data Analyst	Per Hour	\$150.00	1	\$150.00
*Data provided must be in a workable format. Apex can standardize provided data at an additional cost of \$150/hr.				
			Sub Total:	\$275.00

Mailing of Class Notice				
Form Set Up	Per Hour	\$120.00	1	\$120.00
Print & Mail Class Notice	Per Piece	\$1.50	68	\$102.00
USPS First Class Postage	Per Piece	\$0.78	68	\$53.04
Remail Undeliverable Mail (Skip-Trace)	Per Piece	\$2.25	14	\$30.60
Receive and Process Undeliverable Mail	Per Hour	\$75.00	0	\$0.00
Process Class Member Correspondence via mail, e-mail & fax	Per Hour	\$75.00	1	\$75.00
NCOA Address Update (USPS)	Static Rate	\$39.02	1	\$39.02
			Sub Total:	\$419.66

Project Management				
Project Management	Per Hour	\$150.00	2	\$300.00
Project Coordinator	Per Hour	\$90.00	2	\$180.00
Data Analyst and Reporting	Per Hour	\$140.00	1	\$140.00
			Sub Total:	\$620.00



Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
Toll-Free Contact Center, Website & Reporting				
Bilingual Toll-Free Contact Center	Static Rate	\$30.00	1	\$30.00
Settlement Website: Static Apex URL	Static Rate	\$500.00	1	\$500.00
Settlement Status Reports	Static Rate	\$750.00	1	Waived
Sub Total:				\$530.00
Distribution & Settlement Fund Management				
Settlement Calculations (Preliminary and Final)	Per Hour	\$120.00	1	\$120.00
Account Management and Reconciliation	Per Hour	\$140.00	2	\$280.00
Print & Mail Distribution Settlement Check (W-2/1099)	Per Piece	\$1.50	68	\$102.00
USPS First Class Postage	Per Piece	\$0.78	68	\$53.04
Remail Distribution to Updated Address (Skip Trace)	Per Piece	\$2.25	7	\$15.30
Individual Income Tax Preparation & Reporting	Per Hour	\$100.00	3	\$300.00
QSF Income Tax Reporting (per calendar year)	Per Year	\$675.00	1	\$675.00
Unclaimed Funds: State Controller's Unclaimed Property Fund	Static Rate	\$125.00	1	\$125.00
Sub Total:				\$1,670.34
Post Distribution Reconciliation				
Bank Account Reconciliation	Per Hour	\$135.00	1	\$135.00
Project Management Reconciliation	Per Hour	\$100.00	1	\$100.00
Declarations	Per Hour	\$120.00	2	\$240.00
Sub Total:				\$475.00
WILL NOT EXCEED:				\$3,990.00

Thank you for your business!



Terms & Conditions

The following Terms and Conditions govern the provision of all services to be provided by Apex Class Action and its affiliates ("Apex") to the Client. These terms and conditions are binding and shall apply to all services provided by Apex in relation to any related services or products.

1. **Services:** Apex commits to providing the Client with the administrative services detailed in the attached Proposal (the "Services").

2. **Payment Terms:** As compensation for the legal services to be provided, the Client agrees to pay Apex all fees detailed in the Proposal. The fees quoted in the Proposal (and any subsequent proposals for additional services) are estimates based on the information provided to Apex by the Client. Apex makes no representation that the estimated fees in the Proposal or any subsequent proposals for additional services shall equal the actual fees charged by Apex to the Client, which fees (including individual line items) may be greater or less than estimated. If additional services are requested on an hourly basis and are not specifically detailed in the Proposal, Apex will prepare estimates for such services subject to approval by the Client. In the performance of such additional services, Apex will charge standard hourly fees which shall apply.

3. **Incurred Expenses:** In relation to the provision of services outlined in this agreement, the Client agrees to reimburse Apex for all reasonable out-of-pocket expenses incurred. Such expenses may include, but are not limited to, costs associated with postage, media production or publication, banking fees, brokerage fees, messenger and delivery service expenses, travel expenses, filing fees, office supplies, meals, staff overtime expenses, and other related costs and expenses. If not otherwise specified in writing, fees for print notice and certain expenses, such as media publication and postage, must be paid immediately upon invoicing and, in certain cases, at least ten (10) days prior to the date on which such expenses will be incurred.

4. **Invoicing:** Apex shall present invoices for its fees and expenses on a monthly basis, except as provided in Section 3. The Client agrees to pay each invoice within 30 days of receipt. In case of non-payment within 90 days of the billing date, an additional service charge of 1.5% per month may apply. Apex reserves the right to increase its prices, charges, and rates annually, subject to reasonable adjustments. If any price increases exceed 10%, Apex shall give thirty (30) days' notice to the Client. In the event of any unpaid invoices beyond 120 days of the due date, Apex reserves the right to withhold services and reports until payment is received, subject to notice to the Client. It is important to note that Apex's failure to provide services and reports in such instances shall not constitute a default under this agreement.

5. **Case Duration:** The duration of these Terms and Conditions, except for the data storage obligations, shall be in effect until 30 days following the completion of the Services as described in the Proposal. The parties may extend these Terms and Conditions in writing for a mutually agreed-upon period beyond this initial 30-day period.

6. **Termination of Services:** Either party may terminate the Services by providing thirty (30) days written notice to the other party. Alternatively, termination may occur immediately upon written notice for Cause, as defined below. Cause means (i) Apex's gross negligence or willful misconduct that causes serious and material harm to the Client; (ii) the Client's failure to pay Apex invoices for more than one hundred twenty (120) days from the date of the invoice; or (iii) the accrual of invoices or unpaid services where Apex reasonably believes it will not be paid. Termination of the Services shall not relieve the Client of its obligation to pay Apex for services rendered prior to the termination.

7. **Independent Contractor:** As an independent contractor, Apex will provide services under the terms of this agreement. It is agreed that neither Apex nor any of its employees will be considered an employee of the Client. Consequently, Apex and its employees will not be eligible for any benefits provided by the Client to its employees. The Client will not make any tax deductions from the payments due to Apex for state or federal tax purposes. Apex will be solely responsible for paying all taxes and other payments due on payments received from the Client under this agreement.

8. **Apex warrants that the Services outlined in the Proposal will be performed in accordance with the standards generally adhered to by professionals providing similar services. It is acknowledged that the Services may entail the likelihood of some human and machine errors, omissions, delays, and losses that may result in damage. However, Apex shall not be held liable for such errors, omissions, delays, or losses unless they are caused by its gross negligence or willful misconduct. In the event of any breach of this warranty by Apex, the Client's sole remedy will be limited to Apex's rerunning, at its expense, any inaccurate output provided that such inaccuracies occurred solely as a result of Apex's gross negligence or willful misconduct under this agreement.**

9. **Limitation of Liability:** The Client acknowledges that Apex shall not be held liable for any consequential, special, or incidental damages incurred by the Client in relation to the performance of Services, whether the claim is based on breach of warranty, contract, tort (including negligence), strict liability, or any other grounds. Under no circumstances shall Apex's liability to the Client, for any Losses (including court costs and reasonable attorney's fees), arising out of or in connection with these Terms and Conditions, exceed the total amount charged or chargeable to the Client for the specific service(s) that caused the Losses.

10. **Indemnification:** The Client agrees to indemnify and hold harmless Apex from any losses, suits, actions, judgments, fines, costs, liabilities, or claims arising from any action or proceeding relating to the Services provided by Apex, regardless of whether or not it results in liability (collectively referred to as "Indemnified Claims"). However, this indemnification provision shall not apply to the extent that such Indemnified Claims are caused by Apex's willful misconduct, gross negligence, or breach of these Terms and Conditions. This provision shall survive termination of the Services.

11. **Confidentiality:** Apex will uphold strict confidentiality between Apex and the Client and applies to all non-public records, documents, systems, procedures, processes, software, and other information received by either party in connection with the performance of services under these terms. Both Apex and the Client agree to keep confidential all such non-public information, including any material marked or identified as confidential or proprietary. Any such confidential information shall not be disclosed, provided, disseminated, or otherwise made available to any third party, except as required to fulfill the parties' obligations under these terms. The parties acknowledge that in the event of any request to disclose any confidential information in connection with a legal or administrative proceeding, or otherwise to comply with a legal requirement, prompt notice of such request must be given to the other party to enable that party to seek an appropriate protective order or other remedy or to waive compliance with the relevant provisions of these terms. If the Client seeks a protective order or another remedy, Apex, at the Client's expense, will cooperate with and assist the Client in such efforts. If the Client fails to obtain a protective order or waives compliance with the relevant provisions of these terms, Apex will disclose only that portion of the confidential information that it determines it is required to disclose. This confidentiality provision shall survive termination of the services provided. Both parties acknowledge and agree that any breach of this these terms may cause irreparable harm to the non-breaching party and that injunctive relief may be necessary to prevent any actual or threatened breach. The terms set forth between the parties supersede all prior negotiations, understandings, and agreements between the parties concerning confidentiality. These terms may only be amended in writing and signed by both parties.

12. **Ownership of the programs, system data, and materials provided by Apex to the Client during the course of providing services herein shall solely belong to Apex. It is acknowledged that fees and expenses paid by the Client do not confer any rights in such property. It is also understood that the said property is made available to the Client solely for the purpose of using it during and in connection with the services provided by Apex.**

13. **Apex may derive financial benefits from financial institutions in connection with the deposit and investment of funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.**

14. **COMPLETE AGREEMENT.** These Terms and Conditions, along with the attached Proposal, represent the complete agreement and understanding between the parties and override any prior agreements (whether written or oral) between Apex and the Client regarding the subject matter. Any modification to these Terms and Conditions may only be made in writing and must be signed by both Apex and the Client. The headings in this document are included for convenience only and do not alter or restrict any provisions in these Terms and Conditions. They may not be used in the interpretation of these Terms and Conditions.

15. **This provision outlines the requirements for providing notice or other communication under this agreement. All such communications must be in writing and can be delivered either by personal delivery or through U.S. Mail with prepaid postage or overnight courier. Once delivered personally or sent through the mail, the notice will be considered given after five (5) days from the deposit date in the U.S. Mail. Alternatively, if sent through an overnight courier, the notice will be considered given one business day after delivery to the such courier. It's important to note that the notice must be provided to a responsible officer or principal of the Client or Apex, depending on the case.**

16. **Force Majeure:** In the event of any failure or delay in performance due to circumstances beyond Apex's control, including but not limited to strikes, lockouts, fires, floods, acts of God or public enemy, riots, civil disorders, insurrections, war or war conditions, or interference by civil or military authorities, Apex shall not be held liable for any resulting loss or damage. The time for performance under this agreement shall be extended for a period equal to the duration of the disabling cause and a reasonable time thereafter. This provision shall constitute a force majeure clause and shall be construed accordingly.

17. **The applicable state and federal laws shall govern the interpretation and enforcement of these Terms and Conditions. No choice of law or conflict of laws provisions shall affect this governing law provision.**

18. **Severability:** This applies to all clauses and covenants contained within these Terms and Conditions. In the event that any clause or covenant is deemed invalid, illegal, or unenforceable, the remaining provisions shall remain valid and enforceable to the fullest extent permissible by law. The validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired by the invalidity, illegality, or unenforceability of any provision deemed so.

19. **Nonwaiver:** This applies to these Terms and Conditions. This means that any failure by one party to enforce a provision of these terms on one or more occasions shall not be construed as a waiver of that provision. In other words, any failure to enforce a provision does not give up the right to enforce it in the future. All provisions of these Terms and Conditions remain in full force and effect, regardless of any prior failure to enforce them.