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Attorneys for Plaintiff OSCAR CASTILLO RIVAS, and all other similarly situated

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

OSCAR CASTILLO RIVAS, on behalf of
himself and all others similarly situated,

Plaintiff,

vs.

ORTRONICS, INC., a Connecticut
corporation; AGILE STAFFING, INC., a
California corporation; and, DOES 1 through
100, inclusive,

Defendants.

CASE NO. 30-2022-01287621-CU-OE-CXC

Case Assigned for All Purposes to:
The Hon. David A. Hoffer
Dept: CX-103

**NOTICE OF ENTRY OF JUDGMENT
AND ORDER**

Action Filed: October 24, 2022
Trial Date: None Set

1 **TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD HEREIN:**

2 PLEASE TAKE NOTICE that on September 10, 2025, the Honorable David A. Hoffer
3 in Department CX-103 of the Orange County Superior Court granted final approval of the class
4 action settlement in this action and issued Judgement. Attached hereto as Exhibit A is a true and
5 correct copy of the Judgment.

6 Dated: September 12, 2025

VERUM LAW GROUP, APC

7 By: _____



8 Sam Kim

9 Yoonis Han

10 Attorneys for Plaintiff OSCAR CASTILLO
11 RIVAS
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EXHIBIT A

11535573

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE

SEP 10 2025

DAVID H. YAMASAKI, Clerk of the Court

BY: M. NEVAREZ, DEPUTY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

OSCAR CASTILLO RIVAS, on behalf of
himself and all others similarly situated,

Plaintiff,

vs.

ORTRONICS, INC., a Connecticut corporation;
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Defendants.

CASE NO. 30-2022-01287621-CU-OE-CXC

Case Assigned for All Purposes to:
The Hon. David A. Hoffer
Dept: CX-103

**AMENDED ~~[PROPOSED]~~ ORDER
GRANTING PRELIMINARY
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

Hearing Date: September 8, 2025
Time: 10:00 a.m.
Reservation No. 74559275

Action Filed: October 24, 2022
Trial Date: None Set

~~[PROPOSED]~~ ORDER

Plaintiff Oscar Castillo Rivas' ("Plaintiff") Motion for Preliminary Approval of Class Action and PAGA Settlement ("Motion") was heard before this court on September 8, 2025 at approximately 10:00 a.m. The Court, having considered the Class Action and PAGA Settlement Agreement ("Settlement Agreement"), attached as Exhibit A to the Declaration of Sam Kim in Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement, and Addendum to Class Action and PAGA Settlement Agreement ("Addendum") attached as Exhibit C

1 to the Supplemental Declaration of Sam Kim, having considered Plaintiff's unopposed Motion,
2 having considered the supporting declarations filed therewith, and good cause appearing therefor,
3 **HEREBY ORDERS THE FOLLOWING:**

4 The Court grants preliminary approval of the class action settlement as set forth in the
5 Settlement Agreement and finds the terms to be within the range of reasonableness of a settlement
6 that ultimately could be granted approval by the Court at the Final Approval Hearing. For purposes
7 of the settlement, the Court finds that the proposed Settlement Class is ascertainable and that there is
8 a sufficiently well-defined community of interest among the Settlement Class members in questions
9 of law and fact. Therefore, for settlement only, the Court grants conditional certification of a
10 settlement class, defined as follows:

11 "All non-exempt hourly employees employed by Defendants in the State of
12 California and who worked at an Ortronics' facility in the State of California, at any
13 time during the Class Period."

14 The Court also approves Aggrieved Employee defined as follows:

15 "All non-exempt hourly employees employed by Defendants in the State of
16 California and who worked at an Ortronics' facility in the State of California during
the PAGA Period."

17 Defendants are defined as Defendants Ortronics, Inc. ("Ortronics") and Agile Staffing, Inc.
18 ("Agile") (collectively, "Defendants").

19 1. For purposes of the settlement, the Court designates Plaintiff Oscar Castillo Rivas as
20 the Class Representative, and Sam Kim and Yoonis Han of Verum Law Group, APC, as Class
21 Counsel;

22 2. The Court designates Phoenix Settlement Administrator, as the third-party Settlement
23 Administrator;

24 3. The Court approves, as to form and content, the Class Notice and Request for
25 Exclusion form (collectively, referred to as "Class Notice") attached to this Order, as **Exhibit A**.

26 4. The Court finds that the form and content of the Class Notice and the methods of
27 providing the Class Notice to Class Members constitutes the best notice practicable under the
28 circumstances, and constitutes valid, due, and sufficient notice to the Class Members. The form and

1 method of providing the Class Notice complies fully with the requirements of California Code of
2 Civil Procedure section 382, California Civil Code section 1781, California Rules of Court 3.766
3 and 3.769, the California and United States Constitutions, and other applicable law.

4 5. The Court further approves the procedures for class members to opt out of or object
5 to the settlement, as set forth in the Settlement Agreement and Class Notice.

6 6. The procedures and requirements for filing objections in connection with the Final
7 Approval Hearing are intended to ensure the efficient administration of justice and the orderly
8 presentation of any Class Member's objection to the Settlement Agreement, in accordance with the
9 due process rights of all Class Members.

10 7. The Court directs the Settlement Administrator to mail the Class Notice to Class
11 Members in accordance with the terms of the Settlement Agreement. In connection with the Final
12 Approval Hearing, the Settlement Administrator shall file a declaration authenticating a copy of any
13 exclusion form and objection received by the Settlement Administrator.

14 8. The Court directs the Settlement Administrator, or counsel for the parties, to give
15 notice to any objecting party of any continuance of the hearing on the motion for final approval.

16 9. A Final Hearing on the question of whether the class settlement should be finally
17 approved as fair, reasonable and adequate is scheduled in Department CX-103 of the above-entitled
18 Court located at 751 West Santa Ana, CA 92701, on January 26 2026, at
1:30 a.m. (p.m.)

19 10. At the Final Approval Hearing, the Court will consider: (a) whether the settlement
20 should be approved as fair, reasonable, and adequate for the class; (b) whether the judgment granting
21 final approval of the settlement should be entered; and (c) whether Plaintiff's application for an
22 award of reasonable attorneys' fees, reimbursement of litigation expenses, Class Representative
23 Service Payment, and settlement administration costs should be granted.

24 11. Counsel for the parties shall file memoranda, declarations, or other statements and
25 materials in support of their request for final approval of the settlement, attorneys' fees, litigation
26 costs and Class Representative Service Payment by no later than _____,
27 2026.

1 12. Counsel for the parties are hereby authorized to utilize all reasonable procedures in
2 connection with the administration of the settlement which are not materially inconsistent with either
3 this Order or the terms of the Settlement Agreement.

4 **IT IS SO ORDERED.**

5 DATED: September 10, 2025



The Hon David A. Hoffer

Judge of the Superior Court

EXHIBIT A

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

Rivas v. Ortronics, Inc. et al., Case No. 30-2022-01287621-CU-OE-CX

The Orange County 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 Defendants Ortronics, Inc. ("Ortronics" or) and Agile Staffing, Inc. ("Agile") (collectively, "Defendants") for alleged wage and hour violations. The Action was filed by Oscar Castillo Rivas, a former employee ("Plaintiff") and seeks payment of (1) back wages, penalties and interest, for a class of "all non-exempt hourly employees employed by Defendants in the State of California and who worked at an Ortronics' facility in the State of California during the Class Period (October 24, 2018 to January 18, 2025); and (2) penalties under the California Private Attorney General Act ("PAGA") for "all non-exempt hourly employed by Defendants in the State of California and who worked at an Ortronics' facility in the State of California during the PAGA Period (March 14, 2022 to January 18, 2025) ("Aggrieved Employees").

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendants to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendants to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA"). Additional payments will also be made to Oscar Castillo Rivas, his attorneys ("Class Counsel"), and the Administrator, as explained in **Section 3** of this Notice.

Based on Defendants' records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be \$ [REDACTED] (less withholding on a portion of this payment as explained in Section 3 of this Notice) 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 Defendants' 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 Defendants' records showing that **you worked** at least one day in [REDACTED] **workweeks** during the Class Period and **you worked** at least one day in [REDACTED] **pay periods** during the PAGA Period. If you believe that you worked more workweeks during the Class Period or more pay periods during the PAGA Period, you can submit a challenge by the deadline date. See **Section 4** of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether

to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff, Plaintiff's attorneys ("Class Counsel"), and the Administrator who is responsible for sending this notice and issuing any settlement checks. The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants. If you worked for Defendants at an Ortronics facility during the Class Period and/or the PAGA Period, you have two basic options of whether or not to participate in the Individual Class Payment portion of 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 and PAGA Period penalty claims against Defendants.
- (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. A Request for Exclusion form is provided in this Notice below. If you opt-out of the Class Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendants, 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.

Defendants 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 Released Class Claims against Defendants and the other Released Parties (as explained in Section 3 below).
You Can Opt-out of the Class Settlement but not the PAGA Settlement	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. A Request for Exclusion form is provided in this Notice below. Once excluded, you will be a Non-Participating Class Member and no longer

The Opt-out Deadline is [REDACTED]	eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendants must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released PAGA Claims (as explained in Section 3 below).
Participating Class Members Can Object to the Class 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, the Administrator of the settlement, and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel, the Administrator, or Plaintiff, but every dollar paid to them 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 7 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 verbally object to the Settlement at the Final Approval Hearing (or submit written objections to the Administrator prior to the hearing). See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by [REDACTED]	The amount of your Individual Class Payment and 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 Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendants’ records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [REDACTED]. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendants. The Action accuses Defendants of violating California labor laws by failing to pay all wages and failing to provide meal periods or compensation in lieu thereof, rest breaks or compensation in lieu thereof, accurate itemized wage statements, and violation of the Unfair Competition Law. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiff is represented by Verum Law Group, APC ("Class Counsel.")

Defendants each strongly deny violating any laws or failing to pay any wages and contend they complied with all applicable laws.

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

So far, the Court has made no determination whether Defendants or Plaintiff are correct on the merits. In the meantime, Plaintiff and Defendants hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendants 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, Defendants do not admit any violations or concede the merit of any claims but entered into the Agreement to avoid the further costs of defending this Action.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendants have 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 and Aggrieved Employees.

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

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

1. Defendants Will Pay \$450,000 as the Gross Settlement Amount (Gross Settlement).
Defendants have agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment to Plaintiff, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final

Approval, Defendants will fund the Gross Settlement not more than 14 days after the Effective Date of the Agreement

2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$135,000 (30% of the Gross Settlement] to Class Counsel for attorneys' fees and up to \$23,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$7,500 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 \$10,000 to the Administrator for services administering the Settlement.
 - D. Up to \$ 25,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. 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 Defendants are asking the Court to approve an allocation of 1/3 of each Individual Class Payment to taxable wages ("Wage Portion") and 2/3 to interest and penalties ("Non-Wage Portion."). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendants will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Defendants 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 fully paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement, including any

Individual PAGA Payment and the Non-Wage Portion of any Individual Class Payment that you receive. You are also solely responsible for any liens and/or pending legal claims applicable to any portion of your Payments and will be required to defend, indemnify, and hold harmless Defendants with respect to any such liens or claims against your Individual Class Payment and/or your Individual PAGA Payment. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash 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, 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 Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. A Request for Exclusion form is provided in this Notice below. The Administrator may ask you for additional documentation or information to verify your identity in order to exclude you from the class settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendants.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendants and the other Released Parties 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 decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendants have agreed that, in either case, the Settlement will be void: Defendants will not pay any money and Class Members will not release any claims against Defendants.
8. Administrator. The Court has appointed a neutral company, Phoenix Settlement Administrators (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 Pay Periods, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in **Section 9** of this Notice.

9. Participating Class Members' Release. After the Judgment is final and Defendants have 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 Defendants or the other Released Parties 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, present, and future representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could be alleged, based on the facts alleged in the Operative Complaint during the Class Period, including but not limited to the failure to pay wages, failure to provide meal periods or compensation in lieu thereof, failure to provide rest breaks or compensation in lieu thereof, failure to provide accurate wage statements, failure to pay wages at separation, unfair competition. Except as set forth in Section 5.3 of the Settlement Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

The Released Parties are Defendants and each of their present and former parent companies, subsidiaries, predecessors, successors, related or affiliated companies, and for each of the foregoing entities, their respective former, present, and future directors, officers, shareholders, owners, members, co-joint venturers, employees, attorneys, insurers, assigns.

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Defendants have paid the Gross Settlement and separately paid the employer-side payroll taxes, all Aggrieved Employees will be barred from asserting PAGA claims against Defendants and the other Released Parties, whether or not the Aggrieved Employees 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 Defendants or the other Released Parties based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

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

All Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former, present, and future representatives, agents, attorneys, heirs, 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 alleged in Plaintiff's Operative Complaint and Plaintiff's PAGA Notice during the PAGA Period.

4. 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 each Individual PAGA Payment by (a) dividing 25% of \$25,000 (\$6,250) by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by that individual Aggrieved Employee. (The remaining 75% of the \$25,000 will be paid to the California LWDA.)
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendants records, are stated in 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 9** 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 Defendants' calculation of Workweeks and/or Pay Periods based on Defendants' 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. While the Administrator and the parties will attempt to resolve any such dispute, the court ultimately will decide any unresolved dispute.

5. 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.

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 (i.e., every Non-Participating Class Member).

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

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

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement by [REDACTED], 2025. A Request for Exclusion form is provided in the Notice below. Be sure to personally sign your request, identify the Action as *Rivas v. Ortronics, et al.*, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). The Administrator may ask you for additional documentation or information to verify your identity in order to exclude you from the class settlement. The request may be made by you or your representative. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by [REDACTED], or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendants and the other Released Parties based on the PAGA Period facts alleged in the Action.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendants 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 (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Payment stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Payment. Upon request, Class Counsel (whose contact information is in **Section 9** of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Court's website at <https://www.occourts.org/>

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Payment may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. The

deadline for sending written 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 and include your name, current address, telephone number, and approximate dates of employment for Defendants and sign the objection. Section 9 of this Notice has the Administrator's contact information.

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

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [REDACTED] at 10:00 a.m. in Department CX-103 of the Orange County Superior Court, located at 751 West Santa Ana Blvd., Santa Ana, CA 92701. 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 remote appearance at <https://occourtsapp.azurewebsites.us/aci/checkin-results?dept=CX103>. Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendants and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the court's website at <https://www.occourts.org/> and enter the Case Number for the Action, Case No. 30-2022-01287621-CU-OE-CXC and the year it was filed (2022). You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below.

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

CLASS COUNSEL

Name of Attorneys: Sam Kim and Yoonis Han

Email Address: skim@verumlg.com and yhan@verumlg.com

Name of Firm: Verum Law Group, APC

Mailing Address: 360 N Pacific Coast Highway, Suite 1025 El Segundo, CA 90245

Telephone: (424) 320-2000

Facimile: (424) 221-5010

SETTLEMENT ADMINISTRATOR

Name of Company: Phoenix Settlement Administrators

[INSERT ADDRESS]

[INSERT PHONE NUMBER]

[INSERT FAX NUMBER]

[INSERT EMAIL ADDRESS]

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

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

11. WHAT IF I CHANGE MY ADDRESS?

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

REQUEST FOR EXCLUSION

Rivas v. Ortronics, Inc., et al.
Orange County Court Case No. 30-2022-01287621-CU-OE-CXC

*If you want to remain a member of the Class and receive an Individual Class Payment, you should **not** fill out this form; you are not required to do anything at this time.*

*This form is to be used **only** if you want to exclude yourself from the Settlement.*

If you exclude yourself from the Settlement: (1) you will not share in any recovery paid to Settlement Class Members as a result of the Settlement, however, if you are determined to be an Aggrieved Employee, you will be bound by the Judgment entered as to the Released PAGA Claims; (2) you will not be bound by any decision of the Court in the Action unless you are an Aggrieved Employee, and if so, you will be bound by the Judgment entered as to the Released PAGA Claims; and (3) you may pursue any claims asserted in the Action that you have against Defendants Ortronics, Inc. ("Ortronics") and/or Agile Staffing, Inc. ("Agile") (collectively, "Defendants") by filing your own lawsuit.

If you want to request to be excluded from the Settlement, you must fill out this Request for Exclusion in its entirety, sign it, and mail (or deliver) it to the Settlement Administrator at the address listed below by First Class U.S. Mail postmarked no later than **Response Deadline**.

<i>Rivas v. Ortronics, Inc., et al.</i> <i>Settlement</i> [Settlement Administrator] Address] [City, State, Zip, Telephone Number]

Request for Exclusion

I confirm that I have received notice of the proposed Settlement in the Action. I request to be excluded from the Settlement. I understand that by submitting this Request for Exclusion, I will not receive any money or other benefits under the Settlement, and will not be bound by the Settlement, including the release of Released Class Claims, unless I am determined to be an Aggrieved Employee, and if so, I will be bound by the Judgment as to the Released PAGA Claims, as more fully described in the Settlement Agreement on file with the Court and Notice of Proposed Class Action Settlement.

Please print legibly:

Name: _____ Phone: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Date: _____

Signature _____

PROOF OF SERVICE

CCP §1013a(3)

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen years and not a party to the within action; my business address is 360 N. Pacific Coast Hwy., Suite 1025, El Segundo, California 90245.

On the date below, I served the foregoing document(s), described as **AMENDED [PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**, on each of the interested parties in this action by placing ☐ the original ☒ a true copy thereof enclosed in sealed envelopes addressed as follows (or as addressed on the attached mailing list)

Attorneys for Defendant(s) ORTRONICS, INC.

Jeffrey F. Allen, Esq.

David M. Ferrara, Esq.

BOND, SCHOENECK & KING, PLLC

350 Linden Oaks, Third Floor

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Attorneys for Defendant(s) AGILE STAFFING, INC.

Christopher B. Queally, Esq.

Tiffany K. Ackley, Esq.

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MANSUKHANI, LLP

5 Park Plaza, Suite 1100

Irvine, CA 92614

Telephone: 949-255-6975

cqueally@grsm.com

tackley@grsm.com

☒ **BY E-MAIL:** Based on a court order or an agreement of the parties to accept service by electronic transmission, I caused the documents to be sent to the persons at the electronic notification addresses listed above (or on the attached service list). I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

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

Executed on August 25, 2025, at El Segundo, California.

/s/ Irandy Rubio

Irandy Rubio

PROOF OF SERVICE

1 **PROOF OF SERVICE**

2 CCP §1013a(3)

3 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

4 I am employed in the County of Los Angeles, State of California. I am over the age of
5 eighteen years and not a party to the within action; my business address is 360 N. Pacific Coast
6 Hwy., Suite 1025, El Segundo, California 90245.

7 On the date below, I served the foregoing document(s), described as **NOTICE OF ENTRY OF**
8 **JUDGMENT AND ORDER**, on each of the interested parties in this action by placing ☐ the
9 original ☒ a true copy thereof enclosed in sealed envelopes addressed as follows (or as addressed on
the attached mailing list):

10 **Attorneys for Defendant(s) ORTRONICS, INC.**

11 Jeffrey F. Allen, Esq.
12 David M. Ferrara, Esq.
13 **BOND, SCHOENECK & KING, PLLC**
14 350 Linden Oaks, Third Floor
15 Rochester, New York 14625-2825
jeffreyallen@bsk.com
ferrard@bsk.com
kpremo@bsk.com

16 State of California
17 **Labor & Workforce Development Agency**
18 Department of Industrial Relations
<https://dir.govfa.net/433>

Attorneys for Defendant(s) AGILE
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Telephone: 949-255-6975
cqueally@grsm.com
tackley@grsm.com

19 ☒ **BY E-MAIL:** Based on a court order or an agreement of the parties to accept service by
20 electronic transmission, I caused the documents to be sent to the persons at the electronic
21 notification addresses listed above (or on the attached service list). I did not receive, within a
22 reasonable time after the transmission, any electronic message or other indication that the
transmission was unsuccessful.

23
24 I declare under penalty of perjury under the laws of the State of California that the foregoing
is true and correct.

25 Executed on September 12, 2025, at El Segundo, California.

26
27 /s/ Irandy Rubio
28 Irandy Rubio