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

ALMA LOPEZ and JOSE REFUGIO
LOPEZ ACEVEDO, individually, and on
behalf of other members of the general public
similarly situated and aggrieved employees
pursuant to the Private Attorneys General
Act,

Plaintiffs,

vs.

ADVANCED MANUFACTURING AND
DEVELOPMENT, INC. dba METALFX, a
California corporation; and DOES 1 through
25, inclusive,

Defendants.

Case No. 23CV00673

Honorable Ann C. Moorman
Department E

**DECLARATION OF ALEXANDRA ROSE IN
SUPPORT OF PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: June 20, 2025
Time: 9:30 a.m.
Dept.: E

Complaint Filed: July 25, 2023
FAC Filed: September 28, 2023
Trial Date: Not Set

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1 attended all hearings; attended all mediations; coordinated with class action administrators; prepared
2 and worked with experts; first and second chaired multiple trials and arbitrations; and engaged in all
3 other intricate facets of litigation. During that time, he represented a wide range of clients from sole
4 proprietorships to Fortune 500 companies in state, federal, complex, and appellate courts. Many of
5 the cases he managed were highly publicized, with articles written about them in the Los Angeles
6 Times, Deadline, The Hollywood Reporter, Business Insider, Law360, and others. Super Lawyers has
7 regularly honored him as a Southern California Rising Star since 2012.

8 4. Miriam L. Shimmel is a 28-year litigator who joined Blackstone Law, APC in June
9 2022, following ten years of working with two well-known plaintiff-side wage and hour law firms in
10 Los Angeles. She obtained her Bachelor of Arts degree in Political Science from the University of
11 California at Los Angeles in 1992. Thereafter, she received her law degree from Loyola Law School
12 in 1996 and was admitted to the California State Bar in December 1996. Since her admission to the
13 Bar, she has devoted her practice to a wide variety of litigation matters on both the plaintiff and defense
14 side, including general business, toxic tort, medical device, and pharmaceutical matters. Since 2010,
15 her practice has been devoted almost entirely to employment litigation consisting of wage and hour
16 class actions and representative actions pursuant to PAGA, as well as individual actions based on
17 violations of the Fair Employment and Housing Act ("FEHA"). Approximately 75% of her work in
18 this regard has been on behalf of employees (plaintiffs), while the remaining 25% was on behalf of
19 employers/businesses. On many of those cases, she was the senior lead attorney managing the
20 litigation and overseeing other attorneys. In that capacity, she obtained extensive experience analyzing
21 potential wage and hour and wrongful termination claims for viability; took and defended hundreds of
22 depositions; propounded and responded to discovery; prepared and opposed a wide variety of motions
23 and pleadings, including dispositive and certification motions, as well as settlement approval motions;
24 strategized on all cases; participated in and directed communication with class members; attended
25 hearings; led and participated in mediations; coordinated with class action administrators; prepared
26 and worked with experts; and engaged in all other related aspects of litigation in state, federal,
27 complex, and appellate courts.

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1 5. Joana Fang is a highly skilled eight-year lawyer who is part of the team at Blackstone
2 Law, APC that litigated this matter. She is a 2015 graduate of Loyola Law School, and a 2011 graduate
3 of University of California, Berkeley where she was a double major in Legal Studies and Media
4 Studies. Since passing the Bar, Ms. Fang has exclusively represented plaintiffs in wage and hour
5 litigation, as well as catastrophic injury complex litigation. She is admitted to the State of California,
6 all federal district courts of California, and the U.S. Court of Appeals for the 9th Circuit. She was
7 most recently recognized as a 2025 Southern California Rising Star by Super Lawyers.

8 6. I joined Blackstone Law, APC from a highly reputable employment law firm. I
9 graduated from the University of California, Los Angeles with a Bachelor of Arts degree in 2016 and
10 from New England Law | Boston with a Juris Doctor degree in 2019. I was admitted to the State Bar
11 of California in December of 2019 and the State Bars of New York and New Jersey in 2023. I am
12 additionally licensed in all federal district courts of California. I have worked on many wage and hour
13 class action and PAGA representative matters, and my work has included, *inter alia*, researching and
14 drafting pleadings, administrative notice exhaustion, drafting, negotiating, and finalizing stipulations
15 and settlement agreements, engaging in motion practice, claims evaluation and analysis, and making
16 court appearances.

17 7. Jared C. Osborne joined Blackstone also from a highly reputable employment law firm.
18 He graduated from New York University with a Bachelor of Arts degree in 2009 and from University
19 of Southern California Gould School of Law (USC) with a Juris Doctor degree in 2020. While at
20 USC, he was an Executive Senior Editor on the Southern California Law Review and graduated in the
21 top 10% of his class. He was admitted to the State Bar of California in February 2021. Since his
22 admittance, he has worked exclusively as a Plaintiff's side employment attorney handling both
23 individual and class action cases. He was most recently recognized as a 2025 Southern California
24 Rising Star by Super Lawyers.

25 8. Blackstone Law, APC has been counsel of record on several class action and PAGA
26 actions that have since been resolved, the most recent of which are attached hereto as **Exhibit 1**.

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Procedural History

9. On July 24, 2023, Plaintiff Lopez provided written notice to the California Labor and Workforce Development Agency (“LWDA”) by online submission and to Defendant Advanced Manufacturing and Development, Inc. (“Defendant”) by U.S. Certified Mail, pursuant to California Labor Code Section 2699.3, of the specified provisions of the California Labor Code alleged to have been violated by Defendant. A true and correct copy of the this letter is attached hereto as **Exhibit 2**.

10. On July 25, 2023, Plaintiff Lopez filed a Class Action Complaint for Damages in the action entitled *Alma Lopez v. Advanced Manufacturing and Development, Inc. dba METALfx*, Mendocino County Superior Court Case No. 23CV00673 (“Lopez Action”), thereby commencing a putative class action against Defendant.

11. On August 31, 2023, Plaintiff Jose Refugio Lopez Acevedo (“Plaintiff Acevedo”) filed a Class Action Complaint in the action entitled *Jose Refugio Lopez Acevedo v. Advanced Manufacturing and Development, Inc.*, Mendocino County Superior Court Case No. 23CV00822 (“Acevedo Action”), thereby commencing a putative class action against Defendant.

12. On September 27, 2023, Plaintiff Acevedo provided written notice to the LWDA by online submission and to Defendant by U.S. Certified Mail, pursuant to California Labor Code Section 2699.3, of the specified provisions of the California Labor Code alleged to have been violated by Defendant.

13. On September 28, 2023, Plaintiff Lopez filed a First Amended Complaint in the Lopez Action, which added causes of action for wages not timely paid during employment and civil penalties under PAGA.

14. On August 1, 2024, Plaintiff Lopez, Plaintiff Acevedo, and Defendant (collectively, the “Parties”) participated in a formal mediation conducted by Kevin Barnes, Esq. (“Mediator”), a neutral and respected mediator with extensive experience in complex wage and hour matters, which did not result in a settlement at that time.

15. On August 9, 2024, Plaintiff Lopez propounded written formal discovery onto Defendant (specifically, Special Interrogatories (Set One)) and served a proposed Belaire-West notice.

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1 16. On August 30, 2024, after further negotiations and with the assistance of the Mediator's
2 evaluation, the Parties were able to reach an agreement to resolve this dispute on a class and
3 representative basis. The Parties then worked diligently to negotiate and memorialize the terms in a
4 long form settlement agreement.

5 17. On April 1, 2025, the Parties executed the Class Action and PAGA Settlement
6 Agreement ("Settlement" or "Settlement Agreement"). A true and correct copy of the Settlement
7 Agreement is attached hereto as **Exhibit 3**.

8 18. On May 23, 2025, Plaintiff Lopez filed a Joint Stipulation to Amend Complaint;
9 [Proposed] Order seeking leave to file a Second Amended Complaint ("Operative Complaint") in the
10 Lopez Action, which will add Plaintiff Acevedo as a named plaintiff for purposes of settlement
11 approval. The Operative Complaint alleges ten (10) causes of action for violations of the California
12 Labor Code for failure to pay minimum wages, failure to pay overtime wages, failure to provide
13 compliant meal periods and premium payments in lieu thereof, failure to provide compliant rest
14 periods and premiums payments in lieu thereof, failure to timely pay wages during employment,
15 failure to provide accurate wage statements, failure to timely pay wages upon termination, and failure
16 to reimburse necessary business expenses, for violations of California Business & Professions Code
17 Section 17200, *et seq.* based on the aforementioned California Labor Code violations, and for civil
18 penalties under PAGA based on the aforementioned California Labor Code violations.

19 **Summary of the Terms of the Settlement Agreement**

20 19. For purposes of settlement only, the Parties have agreed that the Class shall be defined
21 as "all current and former hourly-paid and/or non-exempt employees who worked for Defendant in
22 the State of California at any time during the Class Period, but excluding those who signed either of
23 the Arbitration Agreements ("Class" or "Class Member(s)"). The Class Period is defined as the period
24 from July 25, 2019 to October 26, 2024, subject to Paragraph 8 of the Settlement Agreement. The
25 Arbitration Agreements are those attached as Exhibit A and Exhibit B to the Settlement Agreement.
26 Based on information provided by Defendant, as of August 1, 2024, it is estimated that there are a total
27 of two hundred and twelve (212) Class Members.

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1 20. The Parties have agreed to settle the class and PAGA claims at issue in the Operative
2 Complaint for a non-reversionary Gross Settlement Amount of Six Hundred Thousand Dollars and
3 Zero Cents (\$600,000.00), exclusive of employer-side payroll taxes. The Gross Settlement Amount
4 is a common fund and therefore includes all requested costs, fees, and other allocations. The Gross
5 Settlement Amount includes: (1) Class Counsel’s fees in the amount of one-third (1/3) of the Gross
6 Settlement Amount (i.e., \$200,000.00 if the Gross Settlement Amount is \$600,000.00); (2) Class
7 Counsel’s actual litigation costs and expenses, not to exceed Thirty Thousand Dollars and Zero Cents
8 (\$30,000.00); (3) Administration Expenses Payment, not to exceed Eight Thousand Dollars and Zero
9 Cents (\$8,000.00); (4) Class Representatives’ Service Payments in the aggregate amount of Twenty
10 Thousand Dollars and Zero Cents (\$20,000.00); and (5) PAGA Penalties in the amount of Twenty-
11 Five Thousand Dollars and Zero Cents (\$25,000.00). After the above-estimated amounts are deducted
12 from the Gross Settlement Amount, the Net Settlement Amount that will be available for Class
13 Members is currently estimated to be Three Hundred Seventeen Thousand Dollars and Zero Cents
14 (\$317,000.00). Additionally, 25% of the PAGA Penalties, which is \$6,250.00 out of \$25,000.00, will
15 be fully distributed to “all current and former hourly-paid and/or non-exempt employees who worked
16 for Defendant in the State of California at any time during the PAGA Period “(“Aggrieved
17 Employee(s)”). The “PAGA Period” is defined as the period from July 24, 2022 to October 26, 2024,
18 subject to Paragraph 8 of the Settlement Agreement.

19 21. The Gross Settlement Amount was agreed upon based on Defendant’s representations
20 that the Class Members and Aggrieved Employees worked a total of 17,405 combined workweeks/pay
21 periods (9,407 workweeks from July 25, 2019 to August 1, 2024 and 7,998 pay periods from July 24,
22 2022 to August 1, 2024). If the number of combined Workweeks/Pay Periods during the Class Period
23 and PAGA Period increases by more than 10% (i.e., if the Workweeks/Pay Periods exceed 19,145),
24 Defendant, at its option, can either choose to: (1) cut off the end dates for the Class Period and PAGA
25 Period as of the date on which the number of combined Workweeks/Pay Periods reaches 19,145, or
26 (2) increase the Gross Settlement Amount on a proportional basis equal to the percentage increase in
27 the number of combined Workweeks/Pay Periods above the 10% (i.e., if there was 11% increase in
28 the number of combined Workweeks/Pay Periods, Defendant would agree to increase the Gross

Settlement Amount by 1%.

22. The Net Settlement Amount will be distributed and paid to all Class Members who do not submit a valid and timely Request for Exclusion (“Participating Class Member(s)”) on a *pro rata* basis based on the number of weeks during which each Class Member worked for Defendant for at least one day during the Class Period (“Workweek(s)”). Each Participating Class Member’s *pro rata* share of the Net Settlement Amount (“Individual Class Payment”) will be calculated by the Administrator, in accordance with the Settlement Agreement.

23. Twenty-five percent (25%) of the PAGA Penalties will be distributed and paid to all Aggrieved Employees on a *pro rata* basis based on the number of pay periods during which an Aggrieved Employees worked for Defendant for at least one day during the PAGA Period (“Pay Period(s)”). Each Aggrieved Employee’s *pro rata* share of the twenty-five percent (25%) of the PAGA Penalties (“Individual PAGA Payment”) will be calculated by the Administrator, in accordance with the Settlement Agreement.

24. Thirty-three percent (33%) of each Participating Class Member’s Individual Class Payment will be allocated to settlement of wage claims (the “Wage Portion”). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. Sixty-seven percent (67%) of each Participating Class Member’s Individual Class Payment will be allocated to settlement of claims for interest and penalties (the “Non-Wage Portion”). The Non-Wage Portions and the Individual PAGA Payments are not subject to wage withholdings and will be reported on IRS 1099 Forms.

25. The Settlement Agreement is a non-reversionary and non-claims made settlement. The Net Settlement Amount will be fully distributed to Participating Class Members and the PAGA Penalties will be fully distributed to the LWDA and Aggrieved Employees, in accordance with the Settlement Agreement. No money will revert to Defendant.

26. Each Individual Class Payment and/or Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and thereafter, shall be canceled. Any funds associated with such canceled checks will be distributed by the Administrator to Legal Aid at Work, the proposed *cy pres* recipient.

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1 clock work for 1 hour per workweek of off-the-clock work; \$69,360 for unreimbursed business
2 expenses; \$861,917 for waiting time penalties; and \$371,700 for wage statement penalties. Plaintiffs
3 further estimated that Defendants faced an additional exposure of \$799,800 in potential, non-stacked
4 (i.e., one penalty, per employee, per pay period during the PAGA statutory period) PAGA penalties.
5 Together with the PAGA penalties, Defendant's maximum potential exposure totaled \$3,639,522 in
6 damages.

7 ***Specific Risks Considered***

8 32. Although the investigation and information discovered supports Plaintiffs' contentions,
9 Defendant raised potential defenses and other circumstances that impacted the risk of proceeding on
10 a class-wide basis. Consideration of these risks factored into the negotiations and the decision to enter
11 the Settlement.

12 33. Class Counsel are aware of Defendant's defenses and arguments and have also taken
13 into account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays
14 inherent in such litigation, including those involved in class and/or representative adjudication.
15 Plaintiffs further recognize the burdens of proof necessary to establish liability for the claims asserted
16 in the Actions, Defendant's defenses, and the difficulties in establishing entitlement to monetary
17 recovery. Plaintiffs have also considered the Parties' settlement discussions, as well as the evaluations
18 of the Mediator, who is experienced and well-regarded in complex labor and employment matters.

19 34. Defendant denied and continues to deny any liability and wrongdoing of any kind
20 associated with the claims alleged in the Actions, and further denies that class certification is
21 appropriate for any purpose other than the Settlement. Defendant believes that it would ultimately
22 prevail in the Actions. Defendant proffered defenses to both certification and to the merits of
23 Plaintiffs' claims. Defendant contended that Plaintiffs' claims are not suitable for class certification
24 because individual issues would predominate should this case go to trial. As with all class actions,
25 these complex cases raise difficult management and proof issues and, accordingly, there is a significant
26 risk that the Court may deny class certification.

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1 35. For example, Plaintiffs’ meal period claims, which were based on Defendant’s alleged
2 failure to provide lawful meal periods, have been increasingly difficult to certify in recent years.
3 Plaintiffs’ theory of liability for meal period violations was based on allegations that Defendant had
4 failed to implement its policies and that its practices failed to allow Class Members to take meal breaks
5 in the manner required under California law. Defendant contended that its policies and practices at all
6 times during the Class Period were lawful. Indeed, Plaintiffs’ analysis revealed only a 49.5% violation
7 rate for purported unique meal period violations. Defendant further argued that the rate of purported
8 meal period violations reflected in the data would require individualized inquiry and that such inquiry
9 would prohibit a class from being certified. We also had to consider the risk that the Court would find
10 validity in the individualized proof defense to certification of Plaintiffs’ meal period claim.

11 36. Additionally, a large portion of Defendant’s overall liability lies in Plaintiffs’ rest
12 period allegations. As with the meal period allegations, Defendant contended that it had a lawful
13 written rest period policy, provided compliant rest breaks, and relieved Class Members of all duties as
14 required under California law. Additionally, this claim was even more uncertain given the difficulties
15 associated with proving the alleged rest period violations, as Defendant was not required to record
16 these breaks. Given the lack of records demonstrating rest period violations, there were legitimate
17 concerns Plaintiffs would not be able to certify these claims or prove substantial damages with
18 requisite certainty, which made the estimated value of this claim subject to much challenge.

19 37. Plaintiffs also faced challenges certifying and proving liability for their minimum wage
20 and overtime claims. These claims were largely based on Defendant’s unrecorded, off-the-clock work
21 performed by the Class Members both before and after their shifts and during purported meal periods.
22 For example, Plaintiffs reported that Defendant routinely prioritized work production demands and
23 unreasonable efficiency requirements over meal periods, thereby causing missed and interrupted meal
24 periods for which Plaintiffs and the other Class Members performed work while off-the-clock.
25 However, the individualized nature of why this work was performed and the individualized nature of
26 damages presented substantial concerns regarding the manageability of the cases and the risk the Court
27 could find these issues prevented certification, and the estimated damages for this claim were based
28 on an assumption that all Class Members worked off the clock for at least one hour per week.

1 38. Plaintiffs also contended that Defendant failed to reimburse Plaintiffs and the other
2 Class Members for necessary business-related expenses, such as the purchase of tools and work-attire
3 (e.g., non-slip shoes) and usage of personal cell phones for work-related purposes. Defendant
4 contended that it had a policy and practice of reimbursing employees for necessary business-related
5 expenses. Defendant further contended that, with respect to the alleged expenses for which Plaintiffs
6 and the other Class Members never requested reimbursement from Defendant, it did not know and had
7 no reason to know that alleged business-related expenses had been incurred. Defendant further
8 contended that the reason for why a Class Member undertook certain expenses, while not others, and
9 failed to receive reimbursement for certain expenses while not others, would raise individual issues
10 that could not be certified. Additionally, Defendant produced payroll data evidencing reimbursements.

11 39. There are also substantial risks associated with Plaintiffs' waiting time penalties and
12 wage statement claims. First, these claims were derivative of Plaintiffs' claims for unpaid meal period
13 premiums, unpaid rest period premiums, unpaid minimum wages, and unpaid overtime wages, and if
14 certification was denied on those underlying claims, these derivative claims for penalties would also
15 likely fail. Further, even if Plaintiffs prevailed on their underlying claims, they would still be required
16 to demonstrate that Defendant's violations of California Labor Code section 203 were *willful*
17 violations. Wage statement claims have also seen varying treatment at the appellate level because
18 such claims have an element of discretion attached to them rather than a pure calculation of damages
19 after liability is proven. Accordingly, these derivative claims, which comprised a substantial portion
20 of Defendant's estimated liability, were therefore uncertain.

21 40. Class Counsel also recognized that, even if Plaintiffs prevailed at class certification,
22 proving the amount of wages due to each Class Member would be an expensive, time-consuming, and
23 extremely uncertain proposition. In order to prove liability and damages, Class Counsel will need to
24 request and analyze thousands of pages of documents, obtain the Class Members' contact information,
25 contact them, and obtain declarations at great expense. Obtaining the cooperation of current
26 employees would also be difficult, given the likely reluctance to aid prosecution of a lawsuit against a
27 current employer. On the other hand, Defendant would likely be able to obtain the cooperation of its
28 employees. Moreover, even if Plaintiffs prevailed at class certification and trial, possible appeals

1 would substantially delay any recovery by the Class.

2 41. Therefore, taking into account how each of the above risks potentially effected
3 Plaintiffs' ability to first obtain class certification, and then prove the underlying violations, plus the
4 cost and delay in recovering the alleged potential damages, Class Counsel discounted Defendant's
5 estimated liability based on the challenges facing his ability to succeed on class certification by 60%
6 to \$1,455,809. The merits-based risk factors further reduced Defendant's estimated liability by an
7 additional 50%. This resulted in an adjusted estimated liability of \$727,905. In light thereof, the
8 settlement amount of \$600,000 is a significant settlement.

9 42. Class Counsel also separately contemplated the risks of proceeding with the PAGA
10 claims and potential liability Defendant could face from these claim as part of the global resolution.
11 Existing case law makes PAGA claims subject to the same defenses and risks as Plaintiffs' underlying
12 wage claims. Class Counsel also anticipated that even if successful on the merits at trial, the
13 imposition of cumulative civil penalties based on the alleged wage and hour violations could be
14 considered unjust, arbitrary and oppressive, or confiscatory, and that Defendant would argue that it
15 made a good faith attempt to comply with its legal obligations warranting a reduction in penalties.
16 Class Counsel also anticipated Defendant would argue that it made a good faith attempt to comply
17 with its legal obligations and that the violations per pay period were low, warranting an additional
18 reduction in civil penalties. Finally, we were also mindful of the fact that PAGA is fundamentally not
19 intended to be compensatory in nature but is instead intended to facilitate enforcement of California's
20 labor laws by financing state activities and educating and deterring non-compliance.

21 43. Therefore, after considering this multitude of factors, we concluded that it was in the
22 best interest of the State of California and the Aggrieved Employees to enter into the Settlement, and
23 to allocate Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) of the Gross Settlement
24 Amount towards the PAGA claims, which represents approximately 4.17% of the Gross Settlement
25 Amount. This percentage of the settlement is well-within the range of wage and hour settlements
26 regularly approved in both state and federal court for cases that include both a class and PAGA action.
27 Typically, such hybrid cases allocate only 1% of the gross settlement value to resolve PAGA claims,
28 and, indeed, settlements allocations as little as 0.22% of the gross settlement amount have been

1 approved as reasonable by courts. Moreover, the overall relief obtained by the Settlement is
2 significant, not only from a monetary perspective, but also because it fulfills the public policy
3 objectives of PAGA—to promote enforcement of California’s labor laws, provide funds to the state,
4 and deter future non-compliance by the employer.

5 44. Class Counsel therefore submits that the Settlement is fair, reasonable, and adequate.
6 The Settlement is in the best interest of the Class Members, the Aggrieved Employees, and the State
7 of California and is within the accepted range of recoveries for this type of litigation given the inherent
8 risk of litigation, the risk of obtaining and maintaining class certification, and the costs of further
9 litigation.

10 ***Class Representatives’ Service Payments***

11 45. As part of the Settlement Agreement, Plaintiffs are requesting reasonable Class
12 Representatives’ Service Payments of Ten Thousand Dollars and Zero Cents (\$10,000.00) each (total,
13 \$20,000.00) to Plaintiffs. These Class Representative Service Payments are eminently reasonable
14 given the time and effort Plaintiffs spent on this matter, and the benefit to the Class Members as a
15 result of Plaintiffs’ actions. Notice of the requested Class Representatives’ Service Payments is
16 disclosed to the Class Members in the Class Notice.

17 ***Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment***

18 46. The attorneys’ fees incurred by Class Counsel are in line with the common fund
19 requested. The Settlement Agreement provides for Class Counsel to apply for attorneys’ fees in an
20 amount of up to one-third (1/3) of the Gross Settlement Amount (i.e., \$200,000.00 if the Gross
21 Settlement Amount is \$600,000.00) and actual litigation costs and expenses in an amount not to exceed
22 Thirty Thousand Dollars and Zero Cents (\$30,000.00), which will be paid out of the Gross Settlement
23 Amount, subject to approval by the Court. Class Counsel has borne all of the risks and costs of
24 litigation and will not receive any compensation until recovery is obtained.

25 47. The effectiveness of Class Counsel’s prosecution of this matter has translated into
26 tangible monetary benefits as follows: (1) Class Members, the State of California, and Aggrieved
27 Employees will obtain monetary recovery over a relatively short period of time, as opposed to waiting
28 additional years for the same, or potentially worse, result; (2) a guaranteed result that compares

1 favorably with other similar class action settlements of this type, given the strengths and weaknesses
2 of the case; and (3) significant savings in Class Counsel's fees and/or costs that would have only
3 increased significantly had this matter progress through certification, trial, and/or upon appeal.

4 48. Class Counsel has litigated this matter for over a year and was actively preparing this
5 matter for class certification and trial. The Motion for Final Approval will elaborate on the nature of
6 the legal services provided, the time incurred in performing those services, and Class Counsel's hourly
7 rates. The Motion for Final Approval will also elaborate on the reimbursement costs sought by Class
8 Counsel. Notice of the requested Class Counsel Fees Payment and Class Counsel Litigation Expenses
9 Payment is disclosed to the Class Members in the Class Notice.

10 *Notice to the Class*

11 49. The Parties have agreed to retain ILYM Group, Inc. ("ILYM" or "Administrator") to
12 handle the notice and settlement administration process. The Parties respectfully request that the Court
13 appoint ILYM to handle these procedures and to serve as the Administrator. Defendant will provide
14 ILYM with the Class Data and ILYM will calculate each Class Member's estimated Individual Class
15 Payment and each Aggrieved Employee's estimated Individual PAGA Payment. ILYM will also
16 receive and process Requests for Exclusion, written objections, and/or challenges to Workweeks
17 and/or Pay Periods; will provide necessary reports and declarations; will calculate, subtract, and
18 transmit necessary taxes and withholdings with respect to the wages portion of the Individual Class
19 Payment; will prepare and submit informational and other tax filings and documents; will issue and
20 transmit all payments provided for by the Settlement, including, but not limited to, mailing Individual
21 Class Payment checks to the Participating Class Members and Individual PAGA Payment checks to
22 the Aggrieved Employees; and perform any other usual and customary duties for administering a class
23 action settlement.

24 50. I am not aware of an alternative method of providing notice to the Class which would
25 result in a higher likelihood of actual notice. The original source of the mailing addresses is from each
26 Class Member, who provided the information to Defendant. As a fail-safe to this highly reliable
27 method, skip tracing will be performed, if necessary.

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Notice of Settlement to the LWDA

51. In accordance with California Labor Code section 2699(1)(2), on May 12, 2025, a copy of the proposed Settlement was submitted to the LWDA via online submission through the LWDA's website. A true and correct copy of the email from the LWDA confirming receipt 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 May 28, 2025, at New York, New York.



Alexandra Rose

EXHIBIT 1

- *Djuana Shanella Hale, et al. v. Welbe Health, LLC, et al.*, San Joaquin County Superior Court Case No. STK-CV-UOE-2023-0006866, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Mario Fosados v. Drew Chain Security Corp.*, Los Angeles County Superior Court Case No. 24STCV00519, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Jose Manuel Amaro Bernal v. Joseph Holt Plastering, Inc.*, Los Angeles County Superior Court Case No. 24STCV15637, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Brandon Geston v. FRTO LLC, et al.*, Fresno County Superior Court Case No. 24CECG01292, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Alfonso Herrera v. W.L. Butler Construction, Inc., et al.*, Orange County Superior Court, Case No. 30-2023-01335445-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Emmanuel Caldera v. Zeb's World Famous Boathouse Inc. dba Goat Hill Tavern*, Orange County Superior Court, Case No. 30-2023-01310801-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jason McEntee v. Roche Molecular Systems, Inc.*, Alameda County Superior Court, Case No. 23CV041360, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alexzander Roberts, et al. v. Lemonade Restaurant Group*, Los Angeles County Superior Court, Case No. 22STCV38302, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Halla Knotts v. Launch Technical Workforce Solutions, LLC*, San Bernardino County Superior Court, Case No. CIVSB2332568, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to

PAGA.

- *Armando Gastelum v. Premier Trailer Manufacturing, Inc.*, Tulare County Superior Court, Case No. VCU300333, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Tiffany Patterson v. Black Mountain Healthcare, LLC., d/b/a Seaport Home Health & Hospice*, San Diego County Superior Court, Case No. 37-2023-00037563-CU-OE-CTL, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Angel Rodriguez v. American Textile Maintenance*, Los Angeles County Superior Court, Case No. 22STCV17855, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Rita Ray v. Families Together of Orange County*, Orange County Superior Court, Case No. 30-2023-01324555-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Ly Hai v. Sunroad HS Auto, Inc.*, San Diego County Superior Court, Case No. 37-2022-00025788-CU-OE-CTL, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Anabel Perez v. Eureka Specialties, Inc.*, Los Angeles County Superior Court, Case No. 22STCV35940, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jose Luis Galicia v. Virco, Inc., et al.*, Los Angeles County Superior Court, Case No. 23STCV29425, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Rene Umana v. Columbus Technologies*, Los Angeles County Superior Court, Case No. 22STCV16432, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

- *Fernando Solis v. Tuff Shed, Inc.*, Los Angeles County Superior Court, Case No. 24VECV00368, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tyler Emery v. Santa Cruz Bicycles, LLC*, Santa Cruz Superior Court, Case No. 24CV00244, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Vanessa Cortes v. Giti Tire (USA) LTD*, San Bernardino County Superior Court, Case No. CIVSB2332578, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Travis Sanford v. Santa Cruz Seaside Company*, Santa Cruz County Superior Court, Case No. 23CV01762, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jered Ortega v. YMCA of San Diego County*, San Diego County Superior Court, Case No. 37-2023-00043645-CU-OE-CTL, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Corina Martinez v. Stagnaro Bros. Seafood, Inc.*, Santa Cruz County Superior Court, Case No. 24CV00082, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alejandra Jimenez v. ClearFreight, Inc.*, Los Angeles County Superior Court, Case No. 23STCV28938, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Jazzmin Cortez v. Millard Mall Services, Inc.*, Riverside County Superior Court, Case No. CVRI2104010, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Michael Bravo v. Michels Pacific Energy, Inc.*, Santa Clara County Superior Court, Case No. 22CV403427, approved as class counsel in final settlement of wage and hour class and PAGA action.

- *Daniel Rodriguez v. Republique, LLC*, Los Angeles County Superior Court, Case No. 23STCV14521, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Theresa Bendorf, et al. v. Sea World LLC, et al.*, San Diego County Superior Court, Case No. 37-2021-00034922-CU-OE-CTL, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Victor De La Cruz v. Northwest Pipe Company*, San Bernardino County Superior Court, Case No. CIVSB2211140, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Bobby Birdi v. Lucid USA, Inc.*, Alameda County Superior Court, Case No. 21CV003541, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Jose Trujillo, et al. v. Producers Dairy Foods, Inc.*, Sacramento County Superior Court, Case No. 34-2022-00313753, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *David Williams v. Rancho Nicasio, LLC*, Marin County Superior Court, Case No. CIV2203067, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Alexander Jackson v. Lifecare Assurance Company*, Los Angeles County Superior Court, Case No. 23STCV26579, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alexis Cardoza v. BHFC Operating LLC*, Los Angeles County Superior Court, Case No. 21STCV34040, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Maria Ayala, et al. v. SDH Services West, LLC*, Kern County Superior Court, Case No. BCV-21-101933, approved as class counsel in final settlement of wage and hour

class action.

- *Alfredo Sanchez v. Greenworld, Inc.*, Riverside County Superior Court, Case No. CVRI2105756, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Oscar Bryant v. Midwest Construction Services, Inc. dba Trillium*, San Bernardino County Superior Court, Case No. CIVSB2121529, approved as class counsel in final settlement of wage and hour class action.
- *Matthew Savattieri v. AMI Expeditionary Healthcare, LLC, et al.*, Los Angeles County Superior Court, Case No. 21STCV33372, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Lexy Barajas, et al. v. H. W. Hunter, Inc.*, Los Angeles County Superior Court, Case No. 22STCV01892, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alejandro Valdez v. C.H.I. Automart, Inc.*, Los Angeles County Superior Court, Case No. 21STCV40168, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Sheizan Bawa v. Meathead Movers, Inc.*, Orange County Superior Court, Case No. 30-2021-01211895-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tanisha Lopez, et al. v. Restorix Health, Inc.*, Los Angeles County Superior Court, Case No. 21STCV33067, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Perla Soto, et al. v. Nippon Express U.S.A., Inc.*, Los Angeles County Superior Court, Case No. 21STCV24902, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Angel Garcia, et al. v. J&B Investments, Inc., et al.*, San Bernardino County Superior Court, Case No. CIVSB2208601, approved as class counsel, in association with

other counsel, in final settlement of wage and hour class and PAGA action.

- *Sindy Aviles, et al. v. Freeway Insurance Services America, LLC*, Los Angeles County Superior Court, Case No. 21STCV34864, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Alexander Gnaedig, et al. v. Favorite Healthcare Staffing, Inc.*, Los Angeles County Superior Court, Case No. 21STCV20904, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Richard Evans v. My Paint Stop, LLC, et al.*, Contra Costa County Superior Court, Case No. MSC21-01812, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Jose Luis Parada George v. Main Electric Supply Company, LLC, et al.*, Orange County Superior Court, Case No. 30-2021-01220136-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Samia Salazar Yunis v. Sharif Jewelers*, Sacramento County Superior Court, Case No. 34-2020-00290080, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Daniel Analco v. Felix Chevrolet, LP, et al.*, Los Angeles County Superior Court, Case No. 21STCV36654, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Sasha Aiono v. Benefit Cosmetics*, Los Angeles County Superior Court, Case No. 21STCV33719, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

EXHIBIT 2

July 24, 2023

PAGA Claim Notice Via Online Electronic Submission

California Labor & Workforce Development Agency

800 Capitol Mall, Suite 5000 (MIC-55)

Sacramento, CA 95814

<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

RE: *Alma Lopez v. Advanced Manufacturing and Development, Inc. dba METALfx*

Dear Representative:

This office represents Alma Lopez (“Claimant”) with respect to her claims under the California Labor Code against Advanced Manufacturing and Development, Inc. dba METALfx (including any and all affiliates, subsidiaries, parents, directors, and officers thereof) (collectively referred to herein as “Employers”). This letter is being sent simultaneously to Employers by certified mail.

Employers employed Claimant from approximately July 2019 to March 2023 as a non-exempt, hourly-paid employee. During her employment with Employers, Claimant was employed as a Production Worker and then as an Assembler II at Defendant’s location at 200 N. Lenore Ave., Willits, CA 95490.

Claimant intends to bring a representative action seeking penalties for violations of the California Labor Code which are recoverable under the Labor Code Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* (“PAGA”). Claimant is seeking penalties on behalf of himself and in a representative capacity on behalf of the State of California and all current and former hourly-paid and/or non-exempt employees who worked for Employers in the State of California during the relevant statutory period (“Aggrieved Employees”). This letter is being sent in compliance with California Labor Code section 2699.3, and shall serve as Claimant’s notice of the provisions of the California Labor Code alleged to have been violated, including the facts and theories in support thereof.

As detailed below, Employers violated several of California’s wage and hour laws during Claimant’s employment, including but not limited to California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and the Industrial Welfare Commission Wage Orders (“IWC Wage Order”) including, *inter alia*, IWC Wage Order No. 1-2001. The claims made on behalf of Claimant and Aggrieved Employees are based upon the

following facts and theories:

1. FAILURE TO PAY FOR ALL TIME WORKED AT CORRECT RATES OF PAY, INCLUDING MINIMUM WAGES, STRAIGHT TIME WAGES, AND OVERTIME COMPENSATION

Employers have engaged in numerous unlawful practices which resulted in the failure to pay Claimant and other Aggrieved Employees for all time worked at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation.

California Labor Code sections 1194, 1197, and 1197.1 and IWC Wage Order No. 1-2001 require employers to pay at least the legal minimum wage to their employees. California Labor Code sections 510 and 1198 and IWC Wage Order No. 1-2001 further require employers to pay no less than one and one-half times the regular rate of pay of the employee for hours worked in excess of eight (8) hours in one workday, for hours worked in excess of forty (40) hours in one workweek, and for the first eight (8) hours worked on the seventh day of work in any one workweek, and to pay no less than twice the regular rate of pay of the employee for hours worked in excess of twelve (12) hours in one workday and for any work in excess of eight (8) hours on any seventh day of a workweek.

Throughout the relevant time period, Employers regularly required Claimant and other Aggrieved Employees to perform work off-the-clock. This off-the-clock work included, amongst other things, requiring Claimant and other Aggrieved Employees to continue assembling parts and assisting coworkers with their builds during purported meal periods. Employers failed to compensate Claimant and other Aggrieved Employees for any of this off-the-clock work, in violation of California law.

In addition, Employers utilized time rounding practices that resulted in the systematic underpayment of wages (including minimum wages, straight time wages and overtime wages) to Claimant and Aggrieved Employees.

Employers also failed to accurately record the actual time worked by Claimant and Aggrieved Employees. Moreover, the uncompensated work described herein was often performed when Claimant and other Aggrieved Employees had already worked eight (8) hours in a day and/or forty (40) hours in week resulting in a failure to pay overtime compensation. Finally, Employers failed to pay overtime to Claimant and Aggrieved Employees for all overtime hours worked based on regular rates of pay correctly calculated to include all applicable remuneration, including non-discretionary commissions, non-discretionary bonuses, and non-discretionary performance pay.

As a result of the foregoing practices, Employers have failed to pay Claimant and other Aggrieved Employees for all wages earned at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation. Accordingly, Employers violated IWC Wage Order No. 1-2001 and California Labor Code sections 204, 510, 1194, 1197, 1197.1 and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph 20(A) of IWC Wage Order No. 1-2001; penalties pursuant to California Labor Code sections 558, 1197.1, and 1199; and attorneys' fees and costs.

2. FAILURE TO PROVIDE MEAL PERIODS AND PAY MEAL PERIOD PREMIUMS

California law requires employers to provide employees with an opportunity to take an uninterrupted meal period of no less than thirty (30) minutes before the end of the fifth hour of work when an employee works more than five (5) hours in a day. Cal. Lab. Code §§ 226.7, 512(a). A second meal period of no less than thirty (30) minutes must be provided before the end of the tenth hour of work when an employee works more than ten (10) hours in a day. Cal. Lab. Code §§ 226.7, 512(a). When an employer fails to provide a meal or rest period, an hour of pay at the employee's regular rate of compensation is owed to the employee. Cal. Lab. Code § 226.7(c).

During the relevant time period, Employers failed to provide Claimant and other Aggrieved Employees with legally-compliant 30-minute meal periods. Claimant and other Aggrieved Employees were required by Employers to work more than five (5) hours per day, but were not provided with uninterrupted 30-minute meal periods. Further, Claimant and other Aggrieved Employees were not provided with a second uninterrupted 30-minute meal period when they worked over ten (10) hours per day. Employers regularly required Claimant and other Aggrieved Employees to work through their first and second meal periods, to take their first meal period after their fifth (5th) hour of work, and/or to take their second meal periods after their tenth (10th) hour of work. Meal periods, when provided, were oftentimes interrupted or cut short.

Employers' policies, practices, and procedures were responsible for the violations alleged above and prevented Claimant and other Aggrieved Employees from taking timely, complete and duty-free meal periods because, amongst other reasons: (1) Employers did not have legally-compliant policies regarding the provision and timing of meal periods or systematically disregarded its own purported meal period policies; (2) Employers' management at various levels failed and refused to implement and enforce legally compliant meal period policies and practices; (3) Employers failed to adequately inform and train Claimant and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free meal periods; (4) Employers failed to adequately inform and train Claimant and other Aggrieved Employees about their right to premium wages for non-compliant meal periods; (5) Employers failed to ensure that there was adequate staffing to allow Claimant and other Aggrieved Employees to take timely, uninterrupted, and duty-free meal periods; (6) Employers required Claimant and other Aggrieved Employees to respond to work-related requests at all times, including during meal periods; and (7) Employers' policy and culture prevented Claimant and other Aggrieved Employees from taking timely, uninterrupted, and duty-free meal periods because of the priority placed on maximizing profits over employees' right to receive timely, uninterrupted, and duty-free meal periods.

Claimant and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for the meal periods which were not provided to them in compliance with California law.

Accordingly, Employers violated IWC Wage Order No. 1-2001 and California Labor Code sections 226.7, 512(a) and 1198.

Claimants and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph 20(A) of IWC Wage Order No. 1-2001; penalties pursuant to California Labor Code sections 558 and 1199; and attorneys' fees and costs.

3. FAILURE TO AUTHORIZE AND PERMIT REST PERIODS AND PAY REST PERIOD PREMIUMS

California law requires employers to authorize and permit employees to take an uninterrupted rest period of no less than ten (10) minutes must for every four (4) hours, or major fraction thereof, worked. Cal. Lab. Code § 226.7. When an employer fails to authorize and permit a rest period, an hour of pay at the employee's regular rate of compensation is owed to the employee. Cal. Lab. Code § 226.7(c).

Employers failed to authorize and permit Claimant and other Aggrieved Employees to take legally-compliant 10-minute rest periods. Employers required Claimant and other Aggrieved Employees to work through rest periods. Claimant and Aggrieved Employees were not provided with uninterrupted, duty-free rest periods when they worked more than four (4) hours or a major fraction thereof. Further, Claimant and other Aggrieved Employees were not provided with a second uninterrupted, duty-free rest period when they worked more than six (6) hours in a day, or a third uninterrupted, duty-free rest period after working more than ten (10) hours in day. In the rare event that a rest period was taken, it was frequently interrupted or cut short. Moreover, Claimant and other Aggrieved Employees were not completely relieved of duty as required by *Augustus v. ABM Security Services, Inc.*, 2 Cal.5th 257 (2016).

Employers' policies, practices, and procedures were responsible for the violations alleged above and prevented Claimant and other Aggrieved Employees from taking timely and complete rest periods because, amongst other reasons: (1) Employers did not have legally-compliant policies regarding the provision and timing of rest periods or systematically disregarded its own purported rest period policies; (2) Employers' management at various levels failed and refused to implement and enforce legally compliant rest period policies and practices; (3) Employers failed to adequately inform and train Claimant and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free rest periods; (4) Employers failed to adequately inform and train Claimant and other Aggrieved Employees about their right to premium wages for non-compliant rest periods; (5) Employers failed to ensure that there was adequate staffing to allow Claimant and

other Aggrieved Employees to take timely, uninterrupted, and duty-free rest periods; (6) Employers required Claimant and other Aggrieved Employees to respond to work-related requests at all times, including during rest periods; and (7) Employers' policy and culture prevented Claimant and other Aggrieved Employees from taking timely, uninterrupted, and duty-free rest periods because of the priority placed on completing job requirements over employees' right to receive rest periods.

Claimant and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for the rest periods which were not provided to them in compliance with California law.

Accordingly, Employers violated IWC Wage Order No. 1-2001 and California Labor Code sections 226.7, and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph 20(A) of IWC Wage Order No. 1-2001; California Labor Code sections 558 and 1199 penalties; and attorneys' fees and costs.

4. FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Employers have failed to timely pay all wages earned because Claimant and other Aggrieved Employees were not paid all the wages they were owed including, *inter alia*, overtime compensation, straight time wages, minimum wages, and meal and rest period premiums. Accordingly, Employers violated California Labor Code section 204(a).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to California Labor Code sections 210 and 1199; and attorneys' fees and costs.

5. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

California Labor Code section 226(a) requires an employer semimonthly or at the time of each payment of wages to furnish wage statements to its employees setting forth, *inter alia*, (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 only the last four digits of his or her social security number or an employee identification number other than a social security number, and (8) the name and address of the legal entity that is the employer.

As a result of the practices described herein, the wage statements provided to Claimant and other Aggrieved Employees failed to include the actual hours worked (including time spent working off-the-clock), the actual gross wages earned (including wages owed for time spent working off the clock and meal and rest period premiums), and the correct rates of pay. The wage statements provided to Claimant and other Aggrieved Employees also failed to include the name of the legal entity that employed Claimant and the Aggrieved Employees. Accordingly, Employers violated California Labor Code section 226(a).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties; penalties pursuant to California Labor Code section 226.3; and attorneys' fees and costs.

6. FAILURE TO MAINTAIN ACCURATE RECORDS

California Labor Code section 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than two years. During the relevant time period, Employers have failed to maintain accurate records relating to Claimant and other Aggrieved Employees' work periods, meal periods, total daily hours worked, and total hours worked per payroll period. Accordingly, Employers violated IWC Wage Order No. 1-2001 and California Labor Code sections 1198.5 and 1174(d).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph 20(A) of IWC Wage Order No. 1-2001; California Labor Code section 1174.5 penalties; and attorneys' fees and costs.

7. FAILURE TO REIMBURSE NECESSARY EXPENDITURES

California Labor Code sections 2800 and 2802 require an employer to reimburse its employees for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. IWC Wage Order No. 1-2001 requires employers to provide employees with the tools or equipment necessary for the performance of their job. During the relevant time period, Claimant and Aggrieved Employees incurred necessary business-related expenses and costs that were not fully reimbursed by Employers. These costs include but are not limited to the purchase of

assembling tools, such as sockets and screwdrivers, and the usage of personal cell phones for work-related purposes.

Accordingly, Employers violated IWC Order No. 1-2001 and California Labor Code sections 2800 and 2802. Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph 20(A) of IWC Wage Order No. 1-2001; and attorneys' fees and costs.

8. FAILURE TO TIMELY PAY ALL WAGES UPON TERMINATION OF EMPLOYMENT

California 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 if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

During the relevant time period, upon the termination of employment (including but not limited to when they were temporarily laid off, laid off, discharged, and/or resigned), Aggrieved Employees were not paid all wages due to them within twenty-four (24) hours or even within seventy-two (72) hours for those who resigned. Specifically, as a result of Employers' practices of requiring Aggrieved Employees to work off-the-clock without compensation, failing to pay proper overtime compensation, unlawful rounding practices, failure to properly calculate regular rates, and failure to accurately record all hours actually worked, Employers failed to pay Aggrieved Employees for all straight time wage, minimum wages and overtime compensation owed to them upon termination of their employment. Employers also failed to pay Aggrieved Employees for meal period premiums and rest period premiums they were owed, amongst other wages. Accordingly, Employers violated California Labor Code sections 201 and 202.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to California Labor Code sections 203 and 1199; and attorneys' fees and costs.

Employers are in direct violation of numerous California wage and hour laws including but not limited to said sections stated above. We hereby provide notice under the California Labor Code Private Attorneys General Act of 2004, California Labor Code Sections 2698, et seq., and specifically ask for an investigation, or if the agency does not intend to investigate the alleged violations, a letter confirming the same so that we may allege a cause of action under PAGA against Employers for the violations discussed in this letter.

This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3. By law, an employee alleging a violation of one of the above referenced sections

must notify his or her employer and the Labor and Workforce Development Agency (LWDA) before he or she can invoke the provisions of Sections 2699, et seq., by seeking redress in court. Cal. Lab. Code § 2699.3(a)(1). The LWDA must then notify the employer and the employee within 60 calendar days regarding whether it intends to investigate the alleged violation. Cal. Lab. Code § 2699.3(a)(2)(B). If the LWDA advises it will not investigate, or if no notice is provided within 65 calendar days, the employee may file a lawsuit invoking the provisions under Labor Code § 2699. Cal. Lab. Code § 2699.3(a)(2)(A). It is Claimant's intention to file a civil complaint and to bring the appropriate claims under California Labor Code § 2699 on behalf of themselves, the State of California and all Aggrieved Employees should your office not address Employers' alleged violations within this time.

If you have any questions or require additional information, please do not hesitate to contact my office. Thank you for your attention to this matter.

BLACKSTONE LAW

Miriam L. Schimmel

Miriam L. Schimmel, Esq.

cc: By U.S. Certified Mail, Return Receipt Requested

Advanced Manufacturing and Development, Inc. dba METALfx
ATTN: Alberto Gutierrez, Agent for Service of Process
200 North Lenore Avenue
Willits, CA 95490

EXHIBIT 3

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiffs Alma Lopez and Jose Refugio Lopez Acevedo (together, “Plaintiffs”) and Defendant Advanced Manufacturing and Development, Inc. (“AMD” or “Defendant”). The Agreement refers to Plaintiffs and AMD collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Actions” refers to the following actions: (1) *Alma Lopez v. Advanced Manufacturing and Development, Inc. dba METALfx*, Mendocino County Superior Court, Case No. 23CV00673, initiated on July 25, 2023; and (2) *Jose Refugio Lopez Acevedo v. Advanced Manufacturing and Development, Inc.*, Mendocino County Superior Court, Case No. 23CV00822, initiated on August 31, 2023.
- 1.2. “Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Aggrieved Employee” means all current and former hourly-paid and/or non-exempt employees who worked for Defendant in the State of California at any time during the PAGA Period.
- 1.5. “Arbitration Agreements” means the arbitration agreements attached hereto as **Exhibit A** and **Exhibit B**.
- 1.6. “Class” or “Class Member” means all current and former hourly-paid and/or non-exempt employees who worked for Defendant in the State of California at any time during the Class Period, but excluding those who signed either of the Arbitration Agreements.
- 1.7. “Class Counsel” means Jonathan M. Genish, Miriam L. Schimmel, Joana Fang, Alexandra Rose, and Jared C. Osborne of Blackstone Law, APC and Justin F. Marquez and Arrash T. Fattahi of Wilshire Law Firm, PLC.
- 1.8. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Actions. These amounts are subject to Court approval and are intended to compensate Class Counsel for their legal work in connection with the Actions, including their pre-filing investigation, their filing of the Actions, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, and related litigation expenses in connection with the Actions.

- 1.9. “Class Data” means Class Member identifying information in AMD’s possession including the Class Member’s full name, last-known mailing address, Social Security number, number of Workweeks, and number of Pay Periods.
- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods, and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English with a Spanish translation in the form, without material variation, attached as **Exhibit C** and incorporated by reference into this Agreement.
- 1.12. “Class Period” means the period from July 25, 2019 to October 26, 2024, subject to Paragraph 8.
- 1.13. “Class Representatives” means the named Plaintiffs in the Operative Complaint seeking Court approval to serve as the Class Representatives.
- 1.14. “Class Representatives’ Service Payments” means the payments to the Class Representatives for initiating the Actions and providing services in support of the Actions.
- 1.15. “Court” means the Superior Court of California, County of Mendocino.
- 1.16. “AMD” or “Defendant” means named Defendant Advanced Manufacturing and Development, Inc.
- 1.17. “Defense Counsel” means Spencer C. Skeen and Tim Johnson of Ogletree, Deakins, Nash, Smoak & Stewart, P.C.
- 1.18. “Effective Date” means the date by when both of the following have occurred (a) the Court enters a Judgment on its Final Approval Order; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters the 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 Order” 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.
- 1.21. “Gross Settlement Amount” means \$600,000.00, which is the total amount AMD agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the Class Representatives’ Service Payments, and the Administration Expenses Payment. This Gross Settlement Amount is an all-in amount without any reversion to Defendant, with no claim forms required, and excludes any employer payroll taxes, if any, due on the portion of the Individual Class Payments allocated to wages which shall not be paid from the Gross Settlement Amount and shall be the separate additional obligation of Defendant.
- 1.22. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.23. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% 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 Order.
- 1.25. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.26. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.27. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, the Class Representatives’ Service Payments, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.28. “Non-Participating Class Member” means any Class Member who opts out of the Class Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.29. “Pay Period” means any pay period during which an Aggrieved Employee worked for AMD for at least one day during the PAGA Period.
- 1.30. “PAGA Period” means the period from July 24, 2022 to October 26, 2024, subject to Paragraph 8.

- 1.31. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698, *et seq.*).
- 1.32. “PAGA Notices” means Plaintiff Alma Lopez’s July 24, 2023 and Plaintiff Jose Refugio Lopez Acevedo’s September 27, 2023 letters to AMD and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a).
- 1.33. “PAGA Penalties” means the total amount of \$25,000 of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$6,250) and the 75% to LWDA (\$18,750) in settlement of PAGA claims.
- 1.34. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.35. “Plaintiffs” means Alma Lopez and Jose Refugio Lopez Acevedo, the named plaintiffs in the Actions.
- 1.36. “Preliminary Approval” means the date on which the Court enters the Preliminary Approval Order.
- 1.37. “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.
- 1.38. “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.
- 1.39. “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.
- 1.40. “Released Parties” means: Defendant and each of its former and present insurers, affiliates, subsidiaries, parent companies, predecessors, successors, assigns, exempt employees, officers, directors, agents, attorneys, administrators, representatives, heirs, estates, powers-of-attorney, and any individual or entity that could be jointly liable with Defendant.
- 1.41. “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.
- 1.42. “Response Deadline” means 45 days after the Administrator mails the Class Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may submit Requests for Exclusion, written objections, and/or challenges to Workweeks and/or Pay Periods. Class Members to whom the Class Notice is resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the expiration of the Response Deadline.

1.43. “Settlement” means the disposition of the Actions effected by this Agreement and the Judgment.

1.44. “Workweek” means any week during which a Class Member worked for AMD for at least one day during the Class Period.

2. RECITALS.

2.1. On July 25, 2023, Plaintiff Alma Lopez commenced a wage-and-hour class action by filing a complaint alleging causes of action against AMD for violations under the Labor Code and Business and Professions Code for: (1) unpaid overtime; (2) unpaid minimum wages; (3) unpaid meal period premiums; (4) unpaid rest period premiums; (5) failure to provide accurate wage statements; (6) final wages not timely paid; (7) failure to reimburse necessary business expenses; and (8) violation of California’s Unfair Competition Law, California Business and Professions Code §§ 17200, *et seq.* On September 28, 2023, Plaintiff Alma Lopez amended her complaint to add causes of for wages not timely paid during employment and civil penalties under the PAGA. On August 31, 2023, Plaintiff Jose Refugio Lopez Acevedo commenced a wage-and-hour class action by filing a complaint alleging causes of action against AMD for violations under the Labor Code and Business and Professions Code for: (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 timely pay final wages at termination; (6) failure to provide accurate itemized wage statements; (7) failure to indemnify employees for expenditures; and (8) violation of California’s Unfair Competition Law, California Business and Professions Code §§ 17200, *et seq.* Plaintiff Alma Lopez intends to amend her complaint further to add Plaintiff Jose Refugio Lopez Acevedo to her action for purposes of approval. The Second Amended Complaint filed by Plaintiff Alma Lopez will be the “Operative Complaint.” AMD denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.

2.2. Pursuant to Labor Code section 2699.3, subd. (a), Plaintiffs gave timely written notice to AMD and the LWDA by sending the PAGA Notices.

2.3. On August 1, 2024, the Parties participated in an all-day mediation presided over by mediator Kevin Barnes, Esq. which led to this Agreement to settle the Actions.

2.4. Prior to mediation, Plaintiffs obtained, through informal discovery, documents, and information pertaining to their wage-and-hour claims, including, but not limited to, wage-and-hour policy and procedure documents, employee time and payroll data, and the exchanges of relevant data points pertaining to the Class and PAGA claims. Plaintiffs’ investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

2.5. The Court has not granted class certification.

- 2.6. The Parties, Class Counsel, and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, AMD promises to pay \$600,000.00 and no more as the Gross Settlement Amount. This amount is all-inclusive of all payments contemplated in this resolution, excluding any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages which shall be separately paid by AMD to the Administrator. AMD has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.2 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to AMD.
- 3.2. Payments from the Gross Settlement Amount. Subject to the terms and conditions of this Agreement, the Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:
- 3.2.1. To Plaintiffs: Class Representatives' Service Payments to the Class Representatives of not more than \$20,000 (\$10,000 each), which is in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representatives are entitled to receive as Participating Class Members and Aggrieved Employees). AMD will not oppose Plaintiffs' request for the Class Representatives' Service Payments that do not exceed these amounts. As part of the motion for the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, Plaintiffs will seek Court approval for the Class Representatives' Service Payments no later than 16 court days prior to the Final Approval Hearing, unless otherwise ordered by the Court. If the Court approves the Class Representatives' Service Payments less than the amounts requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representatives' Service Payments using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representatives' Service Payments.
- 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 1/3 of the Gross Settlement Amount, which is currently estimated to be \$200,000.00 and a Class Counsel Litigation Expenses Payment of not more than \$30,000.00. AMD will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for the Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing, unless otherwise ordered by the Court. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will retain the

remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' counsel arising from any claim to any portion of the Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds AMD harmless, and indemnifies AMD, from any dispute or controversy regarding any division or sharing of any of these payments.

3.2.3. To the Administrator: An Administration Expenses Payment not to exceed \$8,000.00 except for a showing of good cause and as approved by the Court. To the extent the Administrator's expenses are less or the Court approves payment less than \$8,000.00, the Administrator will retain the remainder in the Net Settlement Amount for distribution to Participating Class Members.

3.2.4. To Each Participating Class Member: The balance of the Net Settlement Amount will be allocated to the Participating Class Members who will be paid based on the number of Workweeks worked during the Class Period. An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's total number of Workweeks.

3.2.4.1. Tax Allocation of Individual Class Payments. 33% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 67% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported 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 Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$25,000 to be paid from the Gross Settlement Amount, with 75% (\$18,750) allocated to the LWDA PAGA Payment and 25% (\$6,250) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$2,500) by the total number of Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's total number of Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

4. SETTLEMENT FUNDING AND PAYMENTS.

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

4.2. Funding of Gross Settlement Amount. AMD shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay AMD's share of payroll taxes by transmitting the funds to the Administrator no later than 21 days after the Effective Date.

4.3. Payments from the Gross Settlement Amount. Within 10 days after AMD funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representatives' Service Payments. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representatives' Service Payments shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.3.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members and Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database.

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

4.3.3. For any Participating Class Member and/or Aggrieved Employee whose Individual Class Payment check and/or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds to Legal Aid at Work. The Parties have selected Legal Aid at Work as the *cy pres* recipient. If the Court does not approve the *cy pres* designee, the Parties shall select a new *cy pres* designee, with approval by the Court.

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

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

5.1 Plaintiffs' Release. In addition to the claims under Sections 5.2 and 5.3 below, upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs,

individually and on behalf of their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns agree to a general release and discharge the Released Parties from any and all claims, transactions, or occurrences against the Released Parties—which includes without limitation to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint; (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, the PAGA Notices, or ascertained during the Actions and released under 5.2, and 5.3, below; and (c) any and all claims which in any way relate to Plaintiffs’ employment with Defendant, under State or Federal law, in tort, common law, statute, contract, or equity, whether pled in the Operative Complaint or not, including but not limited to any claims under the Fair Labor Standards Act (“FLSA”), Title VII, Americans with Disabilities Act (“ADA”), Fair Employment and Housing Act (“FEHA”), Age Discrimination in Employment Act (“ADEA”), Private Attorneys General Act (“PAGA”), California Labor Code, or any Industrial Welfare Commission Wage Order—now existing or arising in the future, based on any act, omission, event, occurrence, or nonoccurrence from the beginning of time to the date of execution hereof (“Plaintiffs’ Release”). The Plaintiffs’ Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers’ compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that the Plaintiffs’ Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs’ discovery of them.

- 5.1.1 Plaintiffs’ Waiver of Rights Under California Civil Code Section 1542. For purposes of the Plaintiffs’ Release, Plaintiffs expressly waive and relinquish the 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 Release by Participating Class Members: Upon the Effective Date and full funding of the Gross Settlement Amount, all Participating Class Members release the Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and ascertained in the course of the Actions during the Class Period, including, but not limited to, any and all claims for: (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 timely pay wages during employment; (6) failure to timely pay final wages at termination; (7) failure to provide accurate itemized wage statements; (8) failure to indemnify employees for expenditures; and (9) violation of California’s Unfair Competition Law, California Business and Professions Code §§ 17200, *et seq.* 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, workers' compensation, or claims based on facts occurring outside the Class Period.

- 5.3 Release by Aggrieved Employees: Upon the Effective Date and full funding of the Gross Settlement Amount, all Aggrieved Employees release the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notices and ascertained in the course of the Actions during the PAGA Period, including, but not limited to, any and all claims for: (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 timely pay wages during employment; (6) failure to timely pay final wages at termination; (7) failure to provide accurate itemized wage statements; (8) failure to keep complete and accurate payroll records; and (7) failure to indemnify employees for expenditures.

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

- 6.1 Plaintiffs' Responsibilities. Plaintiffs 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, subd. (f)(2); (ii) a draft of the proposed Preliminary Approval Order; (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 Plaintiffs, Class Counsel, or Defense Counsel; (v) signed declarations from Plaintiffs 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; and (vi) signed declarations from Class Counsel attesting to their competency to represent the Class Members; the timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations [Labor Code section 2699.3, subd. (a)], Operative Complaint [Labor Code section 2699, subd. (l)(1)], this Agreement [Labor Code section 2699, subd. (l)(2)]); and all facts relevant to any actual or potential conflict of interest with Class Members and the Administrator. In their declarations, Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

- 6.2 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval and will use their best efforts to file the motion no later than 45 days after the full execution

of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval Order to the Administrator.

- 6.3 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 on behalf of the Parties 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 on behalf of the Parties 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 ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of the Administration Expenses Payment. The Administrator's duties will include preparing, printing, and mailing the Class Notice to all Class Members; conducting a National Change of Address search to update Class Member addresses before mailing the Class Notices; re-mailing Class Notices that are returned to the Class Member's new address; setting up a toll-free telephone number and email to receive communications from Class Members; receiving and reviewing for validity completed Requests for Exclusion; providing the Parties with weekly status reports about the delivery of Class Notices and receipt of Requests for Exclusion, objections, and disputes; calculating Individual Class Payments and Individual PAGA Payments; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under the Settlement; and otherwise administering the Settlement pursuant to this Agreement. 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 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 ("QSF") under US Treasury Regulation section 468B-1.
- 7.4 Notice to Class Members.
- 7.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state

the number of Class Members, Aggrieved Employees, Workweeks, and Pay Periods in the Class Data.

7.4.2 Using best efforts to perform as soon as possible, and in no event later than 10 days after receiving the Class Data, the Administrator will send to all Class Members and Aggrieved Employees identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice with Spanish translation, if applicable substantially in the form attached to this Agreement as Exhibit C. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member and/or Aggrieved Employee, and the number of Workweeks and Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member and Aggrieved Employee addresses using the National Change of Address database.

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

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

7.4.5 If the Administrator, AMD, 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 a 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 and/or Aggrieved Employees. If the Parties agree, such persons will be Class Members and/or Aggrieved Employees entitled to the same rights as other Class Members and/or Aggrieved Employees, 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 (opt-out of) the Class Settlement must send the Administrator, by email or mail, a signed written Request for Exclusion, emailed or postmarked no later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed). 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 Class Settlement and includes the Class Member's full name, mailing address, telephone number, and last four digits of the Class Member's Social Security number. To be valid, a Request for Exclusion must be timely emailed or postmarked by the Response Deadline.
- 7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- 7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Released Class Claims, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- 7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the Released PAGA Claims and are eligible for an Individual PAGA Payment. In other words, there shall be no right for Aggrieved Employees to request exclusion from the PAGA settlement. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted, and the objection will be void.
- 7.6 Challenges to Calculation of Workweeks and/or Pay Periods. Each Class Member and/or Aggrieved Employee shall have until the Response Deadline (plus an additional 14 days for Class Members and/or Aggrieved Employees whose Class Notice is re-mailed) to challenge the number of Workweeks and/or Pay Periods (if any) allocated to the Class Member and/or Aggrieved Employee in the Class Notice. The Class Member and/or Aggrieved Employee may challenge the allocation by communicating with the Administrator via email or mail. The Administrator must encourage the challenging Class

Member and/or Aggrieved Employee to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks and/or Pay Periods contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or each Aggrieved Employee's allocation of Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

7.7 Objections to the Class Settlement.

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

7.7.2 Participating Class Members may send written objections to the Administrator, by email or mail, emailed or postmarked no later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice was re-mailed). In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing.

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

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

7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish, maintain, and use an internet website (or maintain and use a portion of its existing website) to post information of interest to Class Members and Aggrieved Employees including the date, time, and location for the Final Approval Hearing and copies of the Agreement, Motion for Preliminary Approval, the Preliminary Approval Order, the Class Notice, the Motion for Final Approval, the Motion for the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representatives' Service Payments, the Final Approval Order, and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls and emails.

7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their

validity. Not later than 7 days after the expiration of the Response Deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; and (c) copies of all Requests for Exclusion submitted (whether valid or invalid) with personal identifying information other than names redacted.

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

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

7.8.5 Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator’s declaration in Court. If a second declaration attesting to the distribution of uncashed checks is required, the Administrator shall provide this second declaration at least 7 days before any deadline for a second declaration and Class Counsel shall be responsible for filing the second declaration with the Court.

8. **ESCALATOR CLAUSE.** This Settlement is based on 17,405 combined workweeks/pay periods (9,407 workweeks from July 25, 2019 to August 1, 2024 and 7,998 pay periods from July 24, 2022 to August 1, 2024). If the number of combined Workweeks/Pay Periods during the Class Period and PAGA Period increases by more than 10% (i.e., if the Workweeks/Pay Periods exceed 19,145), Defendant, at its option, can either choose to: (1) cut off the end dates for the Class Period and PAGA Period as of the date on which the number of combined Workweeks/Pay Periods reaches 19,145, or (2) increase the Gross Settlement Amount on a proportional basis equal to the percentage increase in number of combined Workweeks/Pay Periods above the 10% (i.e., if there was 11% increase in the number of combined Workweeks/Pay Periods, Defendant would agree to increase the Gross Settlement Amount by 1%)
9. **AMD'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, AMD may, but is not obligated to, elect to withdraw from the Settlement. The Parties agree that, if AMD withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, AMD will remain responsible for paying all of the Administrator's expenses incurred to that point. AMD must notify Class Counsel and the Court of its election to withdraw not later than ten days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.
10. **MOTION FOR FINAL APPROVAL.** Unless otherwise ordered by the Court, not later than 16 court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a proposed Final Approval Order and a proposed Judgment (collectively, "Motion for Final Approval"). Plaintiffs shall provide drafts of these documents to Defense Counsel prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.
- 10.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- 10.2 Duty to Cooperate. If the Court does not grant final approval or conditions final approval on any material change to the Agreement (including, but not limited to, the scope of releases to be granted by Participating Class Members and Aggrieved Employees), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain final approval. The Court's decision to award less than the amounts requested for the Class Representatives' Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

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

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

10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of releases to be granted by Participating Class Members and Aggrieved Employees), 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 the Judgment, sharing, on a 50-50 basis, any additional Administrator expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representatives' Service Payments or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

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

12. **ADDITIONAL PROVISIONS.**

12.1 No Admission of Liability, Class Certification, or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by AMD that any of the allegations in the Operative Complaint have merit or that AMD has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that AMD's defenses in the Actions have merit. The Parties agree that class certification and representative treatment is for purposes of the Settlement only. If, for any reason the Court does grant preliminary approval, final approval, or enter

the Judgment, pursuant to this Agreement, the Parties will stipulate that class certification will be revoked without prejudice, AMD reserves the right to contest certification of any class for any reasons, and AMD reserves all available defenses to the claims in the Actions, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest AMD's defenses. The Settlement, this Agreement, and the Parties' willingness to settle the Actions will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

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

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

12.4 No Publicity. Plaintiffs and Class Counsel will not contact the media about the Settlement or respond to any inquiries by the media regarding the Settlement, other than to state that the matter was amicably settled. Plaintiffs and their respective counsel also will not post any information about the Settlement on social media or their firms' websites. Nothing herein will restrict Class Counsel from including publicly available information regarding the Settlement in future judicial submissions regarding Class Counsel's qualifications and experience. Furthermore, Plaintiffs and Class Counsel will undertake any and all disclosures required to be made to the LWDA in conformity with PAGA.

12.5 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement, together with its attached exhibits, shall constitute the entire agreement

between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

- 12.6 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and AMD, 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.
- 12.7 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, 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 and/or the Court for resolution. If the Court believes the amount of the Administration Expenses Payment; Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment; Class Representatives' Service Payments; or PAGA Penalties should be modified, the other terms of the Settlement will remain in effect and any such reduction will not affect the remaining terms, other than adjusting the Net Settlement Amount. A reduction to the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment; Class Representatives' Service Payments; or PAGA Penalties is not a ground for rescinding the Settlement.
- 12.8 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 and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in the Settlement.
- 12.9 No Tax Advice. Neither Plaintiffs, Class Counsel, AMD, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in the Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 12.10 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.
- 12.11 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 12.12 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the State of California, without regard to conflict of law principles.

- 12.13 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 12.14 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Actions and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 12.15 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code § 1152, and all copies and summaries of the Class Data provided to Class Counsel by AMD in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a declaration confirming the final pay out of all Settlement funds, Plaintiffs shall destroy, all paper and electronic versions of Class Data received from AMD unless, prior to the Court's discharge of the Administrator's obligation, AMD makes a written request to Class Counsel for the return, rather than the destruction, of Class Data.
- 12.16 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 12.17 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 12.18 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:

To Plaintiffs:

Jonathan M. Genish, Esq.
Miriam L. Schimmel, Esq.
Joana Fang, Esq.
Alexandra Rose, Esq.
Jared C. Osborne, Esq.
BLACKSTONE LAW, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, CA 90211
Telephone: (310) 622-4278
Facsimile: (855) 786-6356

jgenish@blackstonepc.com
mschimmel@blackstonepc.com
jfang@blackstonepc.com
arose@blackstonepc.com
josborne@blackstonepc.com

Justin F. Marquez, Esq.
Arrash T. Fattahi, Esq.
WILSHIRE LAW FIRM
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Los Angeles, CA 90010
Telephone: (213) 381-9988
Facsimile: (213) 381-9989
justin@wilshirelawfirm.com
afattahi@wilshirelawfirm.com

To Defendant:

Spencer C. Skeen, Esq.
Tim Johnson, Esq.
Cameron J. Davila, Esq.
OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.
4660 La Jolla Village Drive, Suite 900
San Diego, CA 92122
Telephone: (858) 652-3100
Facsimile: (858) 651-3101
spencer.skeen@ogletreedeakins.com
tim.johnson@ogletreedeakins.com
cameron.davila@ogletreedeakins.com

- 12.19 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 12.20 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed (including with respect to CCP section 583.330), except to effectuate the terms of this Agreement.
- 12.21 Fair Settlement. The Parties, Class Counsel, and Defense Counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Actions and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, both current and potential.

[Signatures on Next Page]

On Behalf of Plaintiffs:

Dated: 02/07/2025, 2025

Alma L.

Alma Lopez, Plaintiff

Dated: _____, 2024

Jose Refugio Lopez Acevedo, Plaintiff

On Behalf of Defendant:

Dated: _____, 2024

Advanced Manufacturing and Development,
Inc., Defendant

Name: _____

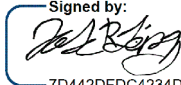
Title: _____

On Behalf of Plaintiffs:

Dated: _____, 2024

Alma Lopez, Plaintiff

Dated: 2/8/2025, 2024

Signed by:

7D442DFDC4234D0...

Jose Refugio Lopez Acevedo, Plaintiff

On Behalf of Defendant:

Dated: _____, 2024

Advanced Manufacturing and Development,
Inc., Defendant

Name: _____

Title: _____

On Behalf of Plaintiffs:

Dated: _____, 2024

Alma Lopez, Plaintiff

Dated: _____, 2024

Jose Refugio Lopez Acevedo, Plaintiff

On Behalf of Defendant:

Dated: April 1, 2025_____, 2024

Henry Moss

Advanced Manufacturing and Development,
Inc., Defendant

Name: Henry Moss

Title: President & CEO

EXHIBIT A

MUTUAL AGREEMENT TO ARBITRATE CLAIMS

1. This Mutual Agreement to Arbitrate Claims ("Agreement") is entered into between Advanced Manufacturing & Development, Inc. dba METALfx or one of its affiliates, successors, subsidiaries, or parent (collectively and separately, "the Company") and [REDACTED]. The Company and I (collectively, the "Parties") agree to use binding arbitration as the means to resolve all disputes that may arise out of or relate to my application for employment or employment with the Company, including termination, except as stated herein. The Company and I each waive and relinquish our respective rights to bring a claim against the other in court and this waiver will be equally binding on any person who represents or seeks to represent the Company or me in a lawsuit against the other in court. Except as stated herein, the Company and I agree to submit any claim, dispute, and/or controversy against the other to binding arbitration under the Federal Arbitration Act ("FAA"). This includes any such claims against the Company's brands, concepts, affiliates, subsidiaries, parents, related entities, owners, directors, officers, managers, employees, agents, or alleged joint employers. The binding arbitration will be determined in conformity with the procedures of the California Arbitration Act ("CAA"), Cal. Code Civ. Proc. §§ 1280 et seq., including Section 1283.05 and the CAA's other mandatory and permissive rights to discovery. However, a court may not refuse to enforce this Agreement or stay the arbitration proceeding under Cal. Code Civ. Proc. § 1281.2(c).

2. The Company and I agree the FAA applies to this Agreement. The Parties also agree the scope of this Agreement includes all disputes, whether based on tort, contract, or statute. This includes any claims of discrimination, harassment and/or retaliation, whether they be based on the California Fair Employment and Housing Act, Title VII of the Civil Rights Act of 1964, as amended, or any other state or federal law or regulation, equitable law, or otherwise. However, this Agreement does not cover claims arising under the National Labor Relations Act brought before the National Labor Relations Board, claims for medical and disability benefits under the California Workers' Compensation Act, Employment Development Department claims, or as otherwise required by state or federal law. It also does not prevent me from filing and pursuing proceedings before the California Department of Fair Employment and Housing or the United States Equal Employment Opportunity Commission. However, if I pursue a claim following the exhaustion of such administrative remedies, that claim would be subject to this Agreement. It also does not prevent me from filing and pursuing proceedings before the California Department of Industrial Relations, Labor Commissioner's Office, under Cal. Lab. Code § 98. However, if the Company or I pursue a de novo review of the Labor Commissioner's order, that claim would be subject to this Agreement. The Company and I agree to give up our respective rights to trial by jury of any claim we may have against the other that may arise out of or relate to my application for employment or employment with the Company, including termination, except as stated herein. This includes any such claims against the Company's brands, concepts, affiliates, subsidiaries, parents, related entities, owners, directors, officers, managers, employees, agents, or alleged joint employers.

3. The Company and I agree that arbitration is the exclusive remedy for all disputes, except as stated herein.

4. The Company and I will bring all claims brought under this Agreement in an individual capacity.

5. **CLASS AND COLLECTIVE ACTION WAIVER:** THE COMPANY AND I AGREE THIS AGREEMENT ELIMINATES MY ABILITY TO BRING OR PARTICIPATE IN CLASS OR COLLECTIVE ACTIONS. Except as stated herein, no one has the authority to construe this Agreement to allow or permit the consolidation or joinder of other claims or controversies involving any other employees or permit such claims or controversies to proceed as a class or collective action. By signing this Agreement, I am agreeing to waive any substantive or procedural rights I may have to sue on a class or collective basis. No court or arbitrator will have the authority under this Agreement to order a class, collective, or representative action to proceed in arbitration.

6. To the extent allowable under applicable law, this Agreement will not be construed to allow or permit claims brought on behalf of any state or government as a private attorney general, including claims under California Private Attorneys General Act of 2004 ("PAGA"). By signing this Agreement, I agree to waive any substantive or procedural rights I may have to sue on as a private attorney general. No court or arbitrator will have the authority under this Agreement to order claims brought on behalf of any state or government as a private attorney general, including claims under PAGA, to proceed in arbitration.

7. The Company and I agree that a court of competent jurisdiction will be the sole determiner of any disputes regarding whether this Agreement allows for class, collective, or representative arbitration. A court of competent jurisdiction will decide all issues about the enforceability of the class, collective, or representative waivers herein. The arbitrator has no authority or jurisdiction regarding these issues.

8. If a court determines that the prohibition on class, collective, private attorney general, or representative actions is invalid, the Company and I waive any right to arbitration of the class, collective, private attorney general, or representative actions. Instead, the Company and I agree that such claims will proceed in court and not before an arbitrator, but only after the Company and I arbitrate any claims subject to this Agreement.

9. The Company and I agree that a court of competent jurisdiction will be the sole determiner of whether the FAA applies to this Agreement.

10. I understand this Agreement does not interfere with my rights to collectively bargain, to engage in protected, concerted activity, or to exercise other rights protected under the National Labor Relations Act.

11. Besides any other requirements imposed by law, the arbitrator selected will be a retired judge or an otherwise qualified individual to whom the Parties mutually agree, and will be subject to disqualification on the same grounds as would apply to a judge of such court. All California rules of pleading (including the right of demurrer), all rules of evidence, all rights to resolution of the dispute by means of summary judgment, judgment on the pleadings, and judgment under Cal. Code Civ. Proc. § 631.8 will apply and be observed. The arbitrator will

have the immunity of a judicial officer from civil liability when acting in the capacity of an arbitrator, which immunity supplements any other existing immunity. Likewise, all communications made in good faith contemplation of, during, or for the arbitration proceedings are privileged under Cal. Code Civ. Proc. § 47(b). As reasonably required to allow full use and benefit of this Agreement's modifications to the CAA's procedures, the arbitrator will extend the times for giving notices and setting of hearings. Awards will include the arbitrator's written reasoned opinion. Resolution of all disputes shall be based solely upon the law governing the claims and defenses pleaded, and the arbitrator may not invoke any basis (including but not limited to, notions of "just cause") other than such controlling law.

12. I agree any oral representations or agreements made before or after my employment with the Company about dispute resolution procedures do not alter this Agreement.

13. If any word, term, phrase, sentence, provision, or portion of this Agreement is declared void or unenforceable, including, but not limited to, my agreement to waive any right I may have to bring a class, collective, and/or representative action, said term or provision shall be severed and the remainder of this Agreement shall be enforceable.

14. The Company and I agree to hold all claims brought under this Agreement in the county in which the claims arose or any other county where venue is otherwise appropriate under statute.

15. The Company and I agree this Agreement mutually benefits the Parties. The Company and I also agree such mutuality constitutes sufficient legal consideration to make all obligations agreed to herein enforceable under law. Additionally, for employees, sufficient consideration herein includes the acceptance of employment and/or continued employment with the Company, and/or Company's agreement to arbitrate all disputes, except as stated herein.

16. This Agreement controls any prior arbitration agreements that might exist between the Parties, to the extent such agreements conflict.

REGARDLESS OF WHETHER YOU SIGN THIS AGREEMENT, BY ACKNOWLEDGING THIS AGREEMENT, YOU HAVE AGREED AND ASSENTED TO ITS TERMS AND ACKNOWLEDGE THIS AGREEMENT IS BINDING. YOU FURTHER UNDERSTAND THAT THIS AGREEMENT REQUIRES YOU TO ARBITRATE ALL DISPUTES THAT ARISE OUT OF YOUR EMPLOYMENT. IT IS UNNECESSARY THAT YOU OR THE COMPANY SIGN THIS AGREEMENT FOR IT TO BE BINDING.

Acknowledged (Print Name):

Signature:

Date:

[Redacted]
[Redacted]
12/6/21

EXHIBIT B

MUTUAL AGREEMENT TO ARBITRATE CLAIMS

1. The Company¹ and its affiliates, subsidiaries, or parents (collectively and separately, Company) and I enter into this Mutual Agreement to Arbitrate Claims (Agreement). Except as stated herein, the Company and I agree to give up our respective rights to trial by jury, and agree to use binding arbitration as the means to resolve all disputes that may arise out of or relate to my application for employment or employment with the Company, including termination of employment.

2. The Company and I each waive and relinquish our respective rights to bring a claim against the other in court, and this waiver will be equally binding on any person who represents the Company or me in a lawsuit against the other in court. Except as stated herein, the Company and I agree to submit any claim, dispute, and/or controversy against the other to binding arbitration under the Federal Arbitration Act (FAA). This includes any such claims against the Company's affiliates, subsidiaries, parents, related entities, owners, directors, officers, managers, employees, agents, or alleged joint employers.

3. The Company and I agree the FAA (9 U.S.C. §§ 1-16) applies to this Agreement. The Company and I expressly incorporate the terms of the FAA into this Agreement and agree they apply, including the procedural and substantive rules of the FAA.

4. The Company and I agree the scope of this Agreement includes all disputes, whether based on tort, contract, or statute. This includes claims alleging violation of wage and hour laws, and any claims of discrimination, harassment and/or retaliation, whether they be based on the California Fair Employment and Housing Act, Title VII of the Civil Rights Act of 1964, as amended, or any other state or federal law or regulation, equitable law, or otherwise. However, this Agreement does not cover claims for sexual harassment or sexual assault arising on or after March 3, 2022; administrative claims arising under the National Labor Relations Act that must be brought before the National Labor Relations Board; administrative claims for medical and disability benefits under the California Workers' Compensation Act, administrative claims for benefits from California's Employment Development Department; or other claims that cannot be arbitrated as a matter of law, but only when the arbitrability of such claims is not preempted by the FAA. This Agreement does not prevent me from filing and pursuing administrative proceedings before the California Civil Rights Department or the United States Equal Employment Opportunity Commission. However, if I pursue a claim following the exhaustion of such administrative remedies, that claim would be subject to this Agreement. This Agreement also does not prevent me from filing and pursuing administrative proceedings before the California Department of Industrial Relations, Labor Commissioner's Office, under Labor Code Section 98. However, if the Company or I wish to seek review of the Labor Commissioner's order, that claim would be subject to this Agreement.

5. The Company and I agree that arbitration is the exclusive remedy for all disputes, except as stated herein.

6. The Company and I will arbitrate all claims subject to this Agreement in an individual capacity.

7. The Company and I agree that any non-arbitrable disputes or claims will be severed, separated, and split from arbitrable disputes or claims wherever necessary to ensure enforcement of this Agreement as to any disputes subject to arbitration. The Company and I intend for this Agreement to allow for individual arbitration of disputes and claims to the maximum extent possible.

8. If a party brings claims subject to this Agreement along with non-arbitrable claims, the Company and I agree to stay the non-arbitrable claims pending arbitration of the claims subject to this Agreement.

9. *Class and Collective Action Waiver: The Company and I agree this Agreement eliminates my ability to bring or participate in class or collective actions.* No court or arbitrator has the authority to construe this Agreement to allow or permit the consolidation or joinder of other claims or controversies involving any other employees in arbitration or permit such claims or controversies to proceed as a class or collective action. By signing this Agreement, I agree to waive any substantive or procedural rights I may have to sue on a class or collective basis.

10. *Individual Arbitration:* To the extent allowable under applicable law, I agree to arbitrate any claims, the Company's defenses to such claims, or any disputes related to California Labor Code violations I allegedly suffered, including claims, defenses, and disputes arising out of or related to California's Private Attorneys General Act of 2004 (PAGA), on an individual basis. No arbitrator will have the authority under this Agreement to arbitrate claims, defenses or disputes related to Labor Code violations allegedly suffered by non-parties to this Agreement. If a court compels arbitration of individual claims, defenses, or disputes arising out of or related to PAGA, the Company and I agree the court should dismiss any non-individual, representative claims or disputes related to Labor Code violations allegedly suffered by non-parties to this Agreement, to the extent allowable under applicable law. If dismissal of claims related to Labor Code violations allegedly suffered by non-parties to this Agreement is not allowable under applicable law, the Company and I agree to stay such claims pending any arbitration of individual claims, defenses, or disputes arising out of or related to PAGA.

11. The Company and I agree that a court of competent jurisdiction will be the sole determiner of any disputes regarding whether the FAA applies to this Agreement, whether the Agreement requires individual arbitration of all claims, and whether the Agreement allows for class or collective arbitration. A court of competent jurisdiction will decide all issues about the enforceability of the class or collective waivers herein. The

¹ Advanced Manufacturing and Development, Inc. dba METALfx is my employer and referred to herein as "the Company." Although this Agreement is between and me and the Company, I understand and agree it is for my benefit and the benefit, of the Company, its affiliates, subsidiaries or parents, and any alleged joint-employer, alter ego, or agent of my employer.

arbitrator has no authority or jurisdiction regarding these issues. If a court enforces the class and collective waiver herein, the Company and I agree the court should also dismiss any class and/or collective claims without prejudice, to the extent allowable under applicable law.

12. Except as stated in the prior paragraph, the parties agree that all other disputes between them, including without limitation, disputes concerning formation or enforceability of this Agreement, are delegated to the Arbitrator who shall have exclusive authority to resolve such disputes.

13. If a court determines the prohibition on class or collective actions, or the requirement to arbitrate PAGA claims on an individual basis as set forth above are invalid, the Company and I waive any right to arbitration of class or collective actions, or PAGA actions involving alleged Labor Code violations suffered by non-parties. Instead, the Company and I agree that such claims will proceed in court and not before an arbitrator, but only after the Company and I arbitrate any claims subject to this Agreement. Note: if a court determines the prohibition on class actions only is invalid, the prohibition on collective actions and requirement to arbitrate PAGA claims on an individual basis remain in effect. Likewise, if a court determines the prohibition on collective actions only is invalid, the prohibition on class actions and requirement to arbitrate PAGA claims on an individual basis remain in effect. Finally, if a court determines the requirement to arbitrate PAGA claims on an individual basis only is invalid, the prohibition on class and collective actions remain in effect.

14. I understand this Agreement does not interfere with the right to collectively bargain, to engage in protected, concerted activity, or to exercise other rights protected under the National Labor Relations Act.

15. Besides any other requirements imposed by law, the arbitrator selected will be a retired judge or an otherwise qualified individual to whom the Company and I agree, and will be subject to disqualification on the same grounds as would apply to a judge of such court. If the Company and I cannot agree upon an arbitrator, a court of competent jurisdiction may appoint one. The arbitrator will also have the immunity of a judicial officer from civil liability when acting in the capacity of an arbitrator, which immunity supplements any other existing immunity. The arbitrator shall have the authority to issue subpoenas to compel the production of documents, and the attendance of witnesses at deposition or the arbitration hearing. The arbitrator shall base resolution of all disputes solely upon the law governing the claims and defenses pleaded. The arbitrator may not invoke any basis (including but not limited to, notions of "just cause") other than such controlling law. Awards shall include the arbitrator's written reasoned opinion.

16. All California rules of pleading (including the right of demurrer), all rules of evidence, all rights to resolution of the dispute by means of motions for summary judgment, judgment on the pleadings, and judgment under Code of Civil Procedure Section 631.8 will apply and be observed. The Company and I also agree all rights under Code of Civil Procedure Section 998 apply.

17. The Company and I agree, time is not of the essence with respect to payment of arbitration provider invoices provided they are paid within a reasonable time. The Company and I stipulate and agree that arbitration invoices may be paid 60 days following the Company's receipt of an invoice if no due date is stated, and 60 days following the due date stated in the invoice, if a due date is stated.

18. The Company and I agree that the terms of this Agreement are the complete and final agreement. No negotiations, oral or written representations, alter this Agreement or vary its terms. The Company and I agree only a signed, written agreement can modify this Agreement.

19. If a court finds any word, term, phrase, sentence, provision, or portion of this Agreement void or unenforceable, the Company and I agree the court should sever the word, term, phrase, provision, or portion and enforce the remainder of this Agreement to the fullest extent necessary to allow for arbitration of claims, defenses, or disputes on an individual basis only.

20. If an appeal arises from a court ruling regarding motion/petition to compel individual arbitration under this Agreement, the Company and I agree to stay the underlying action pending the completion of the appeal in accordance with the FAA.

21. The Company and I agree to hold the arbitration in the county in which the claims arose, or in the county in which I primarily reside, whichever is most convenient for the Company and me. If the Company and I cannot agree on the local venue, the arbitrator can determine the local venue in accordance with applicable law or arbitration rules.

22. The Company and I agree this Agreement is mutually beneficial. The Company and I also agree such mutuality constitutes sufficient legal consideration to make all obligations agreed to herein enforceable under law.

23. If the Company and I have agreed to any prior arbitration agreement, that agreement remains in effect. The Company and I agree this Agreement does not invalidate or supersede any prior arbitration agreement. However, the terms of this Agreement control to the extent there are any conflicting terms in any prior arbitration agreement.

I AGREE AND ASSENT TO THE TERMS OF THIS AGREEMENT. I AGREE IT IS UNNECESSARY FOR THE COMPANY TO SIGN THIS AGREEMENT FOR IT TO BE BINDING.

NAME:	
SIGNATURE:	
DATE:	

ACUERDO MUTUO PARA ARBITRAR RECLAMACIONES

1. La Empresa¹ y sus filiales, subsidiarias o empresas matrices (colectivamente y por separado, la Empresa) y yo suscribimos el presente Acuerdo Mutuo para Arbitrar Reclamaciones (Acuerdo). A excepción de lo que aquí se establece, la Empresa y yo aceptamos renunciar a nuestros respectivos derechos a juicio por jurado, y aceptamos utilizar el arbitraje vinculante como medio para resolver todas las disputas que puedan surgir o estar relacionadas con mi solicitud de empleo o mi empleo en la Empresa, incluida la rescisión del contrato laboral.

2. La Empresa y yo desistimos y renunciamos a nuestros respectivos derechos a presentar una reclamación contra el otro ante un tribunal, y esta renuncia será igualmente vinculante para cualquier persona que represente a la Empresa o a mí en una demanda contra el otro ante un tribunal. A excepción de lo establecido en el presente documento, la Empresa y yo acordamos someter cualquier reclamación, disputa y/o controversia contra la otra parte a arbitraje vinculante en virtud de la Ley Federal de Arbitraje (FAA). Esto incluye cualquier reclamación de este tipo contra las filiales, subsidiarias, empresas matrices, entidades relacionadas, propietarios, directores, funcionarios, gerentes, empleados, agentes o presuntos co-empleadores de la empresa.

3. La Empresa y yo estamos de acuerdo en que la FAA (Artículo 1 y ss del título 9 del código de los Estados Unidos) se aplica a este Acuerdo. La Empresa y yo incorporamos expresamente los términos de la FAA a este Acuerdo y acordamos que son de aplicación, incluidas las normas sustantivas y de procedimiento de la FAA.

4. La Empresa y yo estamos de acuerdo en que el ámbito de aplicación del presente Acuerdo incluye todas las disputas, ya sean extracontractuales, contractuales o legales. Esto incluye reclamaciones por infracción de las leyes sobre salarios y horarios, y cualquier reclamación por discriminación, acoso y/o represalias, ya se basen en la Ley de Vivienda y Empleo Justo de California, en el Título VII de la Ley de Derechos Civiles de 1964, en su versión modificada, o en cualquier otra ley o reglamento estatal o federal, ley de equidad o de otro tipo. Sin embargo, este Acuerdo no cubre las reclamaciones por acoso sexual o agresión sexual que surjan a partir del 3 de marzo de 2022; las reclamaciones administrativas que surjan en virtud de la Ley Nacional de Relaciones Laborales que deban presentarse ante la Junta Nacional de Relaciones Laborales; las reclamaciones administrativas por prestaciones médicas y de incapacidad en virtud de la Ley de Indemnización por Accidentes Laborales de California, las reclamaciones administrativas por prestaciones del Departamento de Desarrollo del Empleo de California; u otras reclamaciones que no puedan someterse a arbitraje como cuestión de derecho, pero solo cuando la FAA no se oponga a la arbitrabilidad de dichas reclamaciones. El presente Acuerdo no me impide presentar y llevar a cabo procedimientos administrativos ante el Departamento de Derechos Civiles de California o la Comisión para la Igualdad de Oportunidades en el Empleo de los Estados Unidos. No obstante, si presentara una reclamación una vez agotados los recursos administrativos, dicha reclamación estaría sujeta al presente Acuerdo. Este Acuerdo tampoco me impide presentar y llevar a cabo procedimientos administrativos ante el Departamento de Relaciones Industriales de California, Oficina del Comisionado Laboral, en virtud de la Sección 98 del Código Laboral. No obstante, si la Empresa o yo deseamos solicitar la revisión de la orden del Comisionado Laboral, dicha reclamación estaría sujeta al presente Acuerdo.

5. La Empresa y yo acordamos que el arbitraje es el recurso exclusivo para todas las disputas, excepto las que se indican en el presente documento.

6. La Empresa y yo arbitraremos todas las reclamaciones sujetas a este Acuerdo a título individual.

7. La Empresa y yo acordamos que cualquier disputa o reclamación no arbitrable se segregará, separará y escindirá de las disputas o reclamaciones arbitrables siempre que sea necesario para garantizar el cumplimiento de este Acuerdo en cuanto a cualquier disputa sujeta a arbitraje. La Empresa y yo pretendemos que este Acuerdo permita el arbitraje individual de disputas y reclamaciones en la mayor medida posible.

8. Si una parte presenta reclamaciones sujetas a este Acuerdo junto con reclamaciones no arbitrables, la Empresa y yo acordamos suspender las reclamaciones no arbitrables a la espera del arbitraje de las reclamaciones sujetas a este Acuerdo.

9. *Renuncia a acciones colectivas y de clase: la Empresa y yo acordamos que este Acuerdo elimina mi capacidad de presentar o participar en acciones de clase o colectivas.* Ningún tribunal o árbitro está facultado para interpretar el presente Acuerdo en el sentido de permitir la consolidación o acumulación de otras reclamaciones o controversias que impliquen a otros empleados en el arbitraje, ni para permitir que dichas reclamaciones o controversias se tramiten como una acción colectiva o de clase. Al firmar el presente Acuerdo, acepto renunciar a cualquier derecho sustantivo o de procedimiento que pueda tener a presentar una demanda colectiva.

10. Arbitraje *individual*: en la medida en que lo permita la legislación aplicable, acepto arbitrar cualquier reclamación, las defensas de la Empresa ante dichas reclamaciones o cualquier disputa relacionada con las infracciones del Código Laboral de California que supuestamente he sufrido, incluidas las reclamaciones, defensas y disputas derivadas o relacionadas con la Ley de Abogados Generales Privados (PAGA) de California de 2004, de forma individual. Ningún árbitro tendrá autoridad, en virtud del presente Acuerdo, para arbitrar reclamaciones, defensas o disputas relacionadas con infracciones del Código Laboral supuestamente sufridas por personas que no sean parte del presente Acuerdo. Si un tribunal obliga al arbitraje de reclamaciones, defensas o disputas individuales que surjan de o estén relacionadas con PAGA, la Empresa y yo acordamos que el tribunal debe desestimar cualquier reclamación o disputa no individual y representativa relacionada con violaciones del Código Laboral supuestamente sufridas por partes que no estén incluidas en este Acuerdo, en la medida permitida por la ley aplicable. Si la desestimación de reclamaciones relacionadas con violaciones del Código Laboral supuestamente sufridas por personas que no son parte de este Acuerdo no es

¹ Advanced Manufacturing and Development, Inc. nombre comercial METALfx es mi empleador y se hace referencia a él en el presente documento como "la Empresa". Aunque el presente Acuerdo se celebra entre la Empresa y yo, entiendo y acepto que es en mi beneficio y en el de la Empresa, sus filiales, subsidiarias o empresas matrices, y cualquier presunto empleador conjunto, alter ego o agente de mi empleador.

permisible bajo la ley aplicable, la Empresa y yo acordamos suspender dichas reclamaciones pendientes de cualquier arbitraje de reclamaciones individuales, defensas o disputas que surjan de o estén relacionadas con PAGA.

11. La Empresa y yo acordamos que un tribunal de jurisdicción competente será el único que determine cualquier disputa relativa a si la FAA se aplica a este Acuerdo, si el Acuerdo requiere el arbitraje individual de todas las reclamaciones y si el Acuerdo permite el arbitraje colectivo o de clase. Un tribunal de jurisdicción competente decidirá todos los asuntos relativos a la aplicabilidad de las renunciaciones colectivas o de clase. El árbitro no tiene autoridad ni jurisdicción sobre estos asuntos. Si un tribunal hace valer la renuncia de clase y colectiva aquí contenida, la Empresa y yo aceptamos que el tribunal desestime también cualquier demanda de clase y/o colectiva sin perjuicio, en la medida en que lo permita la legislación aplicable.

12. Salvo lo dispuesto en el párrafo anterior, las partes acuerdan que todas las demás disputas entre ellas, incluidos, sin limitación, las disputas relativas a la formación o aplicabilidad del presente Acuerdo, se delegan en el Árbitro, que tendrá autoridad exclusiva para resolver dichas disputas.

13. Si un tribunal determina que la prohibición de acciones de clase o colectivas, o el requisito de arbitrar las reclamaciones PAGA de forma individual según lo establecido anteriormente no son válidos, la Empresa y yo renunciaremos a cualquier derecho de arbitraje de acciones de clase o colectivas, o acciones PAGA que impliquen supuestas infracciones del Código Laboral sufridas por personas que no conformen ninguna de las partes. En su lugar, la Empresa y yo acordamos que dichas reclamaciones procederán ante los tribunales y no ante un árbitro, pero solo después de que la Empresa y yo sometamos a arbitraje cualquier reclamación sujeta a este Acuerdo. Nota: si un tribunal determina que la prohibición de las acciones colectivas no es válida, la prohibición de las acciones colectivas y el requisito de arbitrar las reclamaciones PAGA de forma individual seguirán en vigor. Del mismo modo, si un tribunal determina que la prohibición de las acciones colectivas únicamente es inválida, la prohibición de las acciones colectivas y el requisito de arbitrar las reclamaciones PAGA de forma individual siguen en vigor. Por último, si un tribunal determina que el requisito de arbitrar las reclamaciones PAGA únicamente a título individual no es válido, la prohibición de acciones colectivas y de clase seguirá en vigor.

14. Entiendo que este Acuerdo no interfiere con el derecho a la negociación colectiva, a participar en actividades protegidas y concertadas o a ejercer otros derechos protegidos por la Ley Nacional de Relaciones Laborales.

15. Además de cualquier otro requisito impuesto por la ley, el árbitro seleccionado será un juez jubilado o una persona calificada de otro modo con la que la Empresa y yo estemos de acuerdo, y estará sujeto a inhabilitación por los mismos motivos que se aplicarían a un juez de dicho tribunal. Si la Empresa y yo no podemos ponernos de acuerdo sobre un árbitro, un tribunal de jurisdicción competente podrá designar uno. El árbitro también gozará de la inmunidad de un funcionario judicial frente a la responsabilidad civil cuando actúe en calidad de árbitro, inmunidad que complementa cualquier otra inmunidad existente. El árbitro estará facultado para emitir citaciones a fin de obligar a la presentación de documentos y a la comparecencia de testigos a la declaración o a la audiencia de arbitraje. El árbitro basará la resolución de todas las disputas únicamente en la ley que rige las reclamaciones y defensas alegadas. El árbitro no podrá invocar ningún otro fundamento (incluidos, entre otros, los conceptos de "causa justa") que no sea dicha ley de control. Los laudos incluirán el dictamen motivado por escrito del árbitro.

16. Se aplicarán y observarán todas las normas californianas sobre alegaciones (incluido el derecho de recusación), todas las normas sobre pruebas, todos los derechos a la resolución de la disputa mediante mociones de sentencia sumaria, sentencia sobre las alegaciones y sentencia en virtud del artículo 631.8 del Código de Procedimiento Civil. La Empresa y yo también estamos de acuerdo en que se apliquen todos los derechos previstos en el artículo 998 del Código de Procedimiento Civil.

17. La Empresa y yo estamos de acuerdo en que el tiempo no es esencial en lo que respecta al pago de las facturas del proveedor de arbitraje, siempre que se abonen en un plazo razonable. La Empresa y yo estipulamos y acordamos que las facturas de arbitraje podrán abonarse 60 días después de la recepción de la factura por parte de la Empresa si no se indica una fecha de vencimiento, y 60 días después de la fecha de vencimiento indicada en la factura, si se indica una fecha de vencimiento.

18. La Empresa y yo convenimos que los términos de este Acuerdo son el acuerdo completo y definitivo. Ninguna negociación, oral o escrita, modificará el presente Acuerdo ni variará sus términos. La Empresa y yo acordamos que solo un acuerdo escrito y firmado puede modificar este Acuerdo.

19. Si un tribunal considera que alguna palabra, término, frase, oración, disposición o parte de este Acuerdo es nula o inaplicable, la Empresa y yo acordamos que el tribunal debe separar la palabra, término, frase, disposición o parte y hacer cumplir el resto de este Acuerdo en la mayor medida necesaria para permitir el arbitraje de reclamaciones, defensas o disputas sobre una base individual solamente.

20. Si surge una apelación de una resolución judicial relativa a una moción o solicitud para obligar a un arbitraje individual en virtud de este Acuerdo, la Empresa y yo acordamos suspender la acción subyacente hasta que finalice la apelación de conformidad con la FAA.

21. La Empresa y yo acordamos celebrar el arbitraje en el condado en el que surgieron las reclamaciones, o en el condado en el que residio principalmente, lo que resulte más conveniente para la Empresa y para mí. Si la Empresa y yo no podemos ponernos de acuerdo sobre la sede local, el árbitro podrá determinar la sede local de acuerdo con la legislación aplicable o las normas de arbitraje.

22. La Empresa y yo coincidimos en que este Acuerdo es mutuamente beneficioso. La Empresa y yo también estamos de acuerdo en que dicha reciprocidad constituye una contraprestación legal suficiente para que todas las obligaciones acordadas en el presente documento sean exigibles conforme a la ley.

23. Si la Empresa y yo hemos acordado algún acuerdo de arbitraje previo, dicho acuerdo seguirá en vigor. La Empresa y yo convenimos que este Acuerdo no invalida ni sustituye ningún acuerdo de arbitraje anterior. Sin embargo, los términos de este Acuerdo prevalecen en la medida en que existan términos contradictorios en cualquier acuerdo de arbitraje anterior.

ACEPTO Y ESTOY DE ACUERDO CON LOS TÉRMINOS DE ESTE ACUERDO. ESTOY DE ACUERDO EN QUE NO ES NECESARIO QUE LA EMPRESA FIRME ESTE ACUERDO PARA QUE SEA VINCULANTE.

NOMBRE:	
FIRMA:	
FECHA:	

EXHIBIT C

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

*Alma Lopez v. Advanced Manufacturing and Development, Inc. dba METALfx,,
Mendocino County Superior Court, Case Number 23CV00673*

*Jose Refugio Lopez Acevedo v. Advanced Manufacturing and Development, Inc.
Mendocino County Superior Court, Case Number 23CV00822*

*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.*

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE
READ THIS CLASS NOTICE CAREFULLY.**

You may be eligible to receive money from employee class action lawsuits entitled *Alma Lopez v. Advanced Manufacturing and Development, Inc. dba METALfx*, Mendocino County Superior Court Case No. 23CV00673 and *Jose Refugio Lopez Acevedo v. Advanced Manufacturing and Development, Inc.*, Mendocino County Superior Court Case No. 23CV00822 (together, “Actions”) against Defendant Advanced Manufacturing and Development, Inc. dba METALfx (“Defendant”) for alleged wage and hour violations. The Actions were filed by Plaintiffs Alma Lopez and Jose Refugio Lopez Acevedo (together, “Plaintiffs”) and seek payment of (1) wages and other relief on behalf of all current and former hourly-paid and/or non-exempt employees who worked for Defendant in the State of California at any time during the Class Period, but excluding those who signed arbitration agreements (“Class” or “Class Members”); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all current and former hourly-paid and/or non-exempt employees who worked for Defendant in the State of California at any time during the PAGA Period (“Aggrieved Employees”). The “Class Period” is the period from July 25, 2019 to **[October 26, 2024]**. The “PAGA Period” is the period from July 24, 2022 to **[October 26, 2024]**.

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

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

The above estimates are based on Defendant’s records showing that **you worked << [REDACTED]>> Workweeks** during the Class Period and **you worked << [REDACTED]>> Pay Periods** during the PAGA Period. If you believe that you worked more Workweeks and/or Pay Periods during either period, you can submit a challenge by the deadline date. See Section 5 of this Class Notice below.

The Court has already preliminarily approved the proposed Settlement and approved this Class Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Class 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 Plaintiffs and Plaintiffs’ attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and in exchange requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

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

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Released Class Claims against Defendant, and as an Aggrieved Employee, you will give up your right to assert Released PAGA Claims against Defendant, as described below in Section 4 below.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting a written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Class Settlement, you will not receive an Individual Class Payment; however, you will preserve your right to personally pursue the Released Class Claims against Defendant. If you are an Aggrieved Employee, you remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
You Don't Have to Do Anything to Be Issued a Payment	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Class Claims and Released PAGA claims). Additional information is set forth below.
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Response Deadline is .	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. If you request exclusion, you will receive no money from the Class Settlement and you will not be bound by the Class Settlement. 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 7 of this Class Notice. However, you cannot opt-out of the PAGA portion of the proposed Settlement. If you are an Aggrieved Employee and exclude yourself, you will still be paid your Individual PAGA Payment and will remain subject to the release of the Released PAGA Claims regardless of whether you submit a Request for Exclusion.
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by the Response	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Class 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 Plaintiffs who pursued the Actions on behalf of the Class. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 8 of this Class Notice.

Deadline ()	
You Can Participate in the Final Approval Hearing	The Court will hold a Final Approval Hearing at () on (), 2025 at the Mendocino County Superior Court, located at 100 N. State Street, Ukiah, California, in Department E before Judge Ann Moorman. The hearing may be rescheduled by the Court without further notice to you. 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 Class Settlement at the Final Approval Hearing. See Section 9 of this Class Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by the Response Deadline ()	The amount of your Individual Class Payment and Individual PAGA Payment (if any) depend on how many Workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Workweeks and number of Pay Periods you worked according to the Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by the Response Deadline. See Section 4 of this Notice.

1. Why did I get this Notice?

A proposed class and PAGA action settlement (the "Settlement") of the above-captioned actions pending in the Superior Court of the State of California, in and for the County of Mendocino (the "Court") has been reached between Plaintiffs and Defendant (the "Parties") and has been granted preliminary approval by the Court. You may be entitled to receive money from this Settlement.

You have received this Class Notice because you have been identified as a member of the Class and/or Aggrieved Employee.

2. What are these class action lawsuits about?

On July 25, 2023, Plaintiff Alma Lopez commenced a wage-and-hour class action by filing a complaint alleging causes of action against Defendant in the Superior Court of the State of California, County of Mendocino, Case No. 23CV00673. Plaintiff Alma Lopez's class action complaint alleges violations under the California Labor Code and Business and Professions Code for: (1) unpaid overtime; (2) unpaid minimum wages; (3) unpaid meal period premiums; (4) unpaid rest period premiums; (5) failure to provide accurate wage statements; (6) final wages not timely paid; (7) failure to reimburse necessary business expenses; and (8) violation of California's Unfair Competition Law, California Business and Professions Code §§ 17200, *et seq.* On September 28, 2023, Plaintiff Alma Lopez amended her complaint to add causes for wages not timely paid during employment and civil penalties under the PAGA.

On August 31, 2023, Plaintiff Jose Refugio Lopez Acevedo commenced a wage-and-hour class action by filing a complaint alleging causes of action against Defendant in the Superior Court of the State of California, County of Mendocino, Case No. 23CV00822. Plaintiff Jose Lopez's class action alleges violations under the California Labor Code and Business and Professions Code for: (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 timely pay final wages at termination; (6) failure to provide accurate itemized wage statements; (7) failure to indemnify employees for expenditures; and (8) violation of California's Unfair Competition Law, California Business and Professions Code §§ 17200, *et seq.*

On XXX, Plaintiffs filed an amended complaint in Case No. 23CV00673 (the "Operative Complaint").

Defendant deny and dispute all such claims. Specifically, Defendant contends Plaintiffs and the Class Members were properly compensated for all wages under California law; Plaintiffs and the Class Members were provided with meal and rest periods in compliance with California law; Defendant did not fail to provide required reimbursement of expenses; Defendant did not fail to timely pay Plaintiffs or any Class Members any wages allegedly due at the time of their termination; Defendant complied with California wage statement requirements; Defendant did not engage in unlawful or unfair business practices; Defendant is not liable for any of the penalties claimed or that could be claimed in the Actions; and the Actions cannot be maintained as a class action nor a PAGA action.

The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiffs to serve as the Class Representatives, and the law firms Blackstone Law, APC and Wilshire Law Firm, PLC to serve as Class Counsel.

The Court has not ruled on the merits of Plaintiffs' claims. However, to avoid additional expense, inconvenience, and interference with the business operations of Defendant, the Parties concluded that it is in their best interests and the interests of the Class to settle the Actions now on the terms summarized in this Class Notice. The Settlement was reached after mediation and arm's-length negotiations between the Parties. The Plaintiffs and Class Counsel think the settlement is in the best interest of all Class Members.

Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Defendant, who expressly deny all liability.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an "all in" amount of Six Hundred Thousand Dollars (\$600,000) (the "Gross Settlement Amount") to fund the settlement of the Actions. The Gross Settlement Amount includes all payments of Individual Class Payments to Class Members, the Administration Expenses Payment, the Class Representatives' Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the PAGA Penalties for civil penalties. Any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages shall be separately paid by Defendant.

Within twenty-one (21) days of the Effective Date, Defendant will fund the Gross Settlement Amount by depositing the money with the Administrator. The "Effective Date" means the date by when both of the following have occurred (a) the Court enters a Judgment on its Final Approval Order; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters the 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. Ten (10) days after the settlement is funded, the Administrator will mail checks for the Individual Class Payments to Participating Class Members and Individual PAGA Payments to Aggrieved Employees.

Court Approved Deductions from Gross Settlement Amount. The proposed payments, subject to Court approval, will be deducted from the Gross Settlement Amount before payments of Individual Class Payments are made to Participating Class Members and Individual PAGA Payments are made to Aggrieved Employees. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:

- Administration Expenses Payment. Payment to the Administrator, estimated not to exceed \$8,000, for expenses, including without limitation, expenses of notifying the Class Members and Aggrieved Employees of the Settlement, processing opt outs, distributing settlement funds and tax forms, and handling inquiries and uncashed checks.
- Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment. Payment to Class Counsel of reasonable attorneys' fees not to exceed one-third (1/3) of the Gross Settlement Amount, which is presently \$200,000, and an additional amount to reimburse actual litigation costs incurred by Class Counsel not to exceed \$30,000. Class Counsel has been prosecuting the Actions on behalf of Plaintiffs and the Class and Aggrieved Employees on a contingency fee basis (that is, without being paid any money) and has been paying all litigation costs and expenses.
- Class Representatives' Service Payments. Class Representatives' Service Payments in the aggregate amount not to exceed Twenty Thousand Dollars (\$20,000). \$10,000 to each Plaintiff or such lesser amount as may be approved by the Court, to compensate them for services on behalf of the Class in initiating and prosecuting the Actions, and for the risks he undertook.
- PAGA Penalties. A PAGA Penalties payment of \$25,000 to resolve the claim for civil penalties under PAGA, \$18,750 of which will be paid to the LWDA. The remaining \$6,250 will be distributed to the Aggrieved Employees based on their respective Pay Periods worked during the PAGA Period. All Aggrieved Employees will be sent their Individual PAGA Payment and be subject to the release of the Released PAGA Claims as set forth below, whether or not they opt out of the class portion of the Settlement.

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

Calculation of Individual Class Payments to Participating Class Members. After all of the payments of the court-approved Class Representatives' Service Payments, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the PAGA Penalties, and the Administration Expenses Payment are deducted from the Gross Settlement Amount, the remaining portion, called the "Net Settlement Amount", shall be distributed as Individual Class Payments to Participating Class Members (meaning those Class Members who do not opt out or exclude themselves from the Class). The Net Settlement Amount is estimated to be at least \$ [REDACTED]. The Administrator will pay an Individual Class Payment from the Net Settlement Amount to each Participating Class Member. The Individual Class Payment for each Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's total number of Workweeks. "Workweek" means any week during which a Class Member worked for Defendant for at least one day during the Class Period. The number of Workweeks will be based on Defendant's records, however, Class Members may challenge the number of Workweeks as explained below. Your estimated Individual Class Payment is set forth in Section 5 below.

Calculation of Individual PAGA Payments to Aggrieved Employees: The Individual PAGA Payment for each Aggrieved Employee will be calculated by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$6,250) by the total number of Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's total number of Pay Periods. "Pay Period" means any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period. The number of Pay Periods will be based on Defendant's records, however, Aggrieved Employees have the right to challenge the number of Pay Periods worked as explained below. Your estimated Individual PAGA Payment is set forth in Section 5 below. You will receive your Individual PAGA Payment (if any) even if you opt out or exclude yourself from the Class.

Tax Matters. Thirty-three percent (33%) of each Individual Class Payment is in settlement of wage claims which are subject to wage withholdings and will be reported on IRS Form W-2. Sixty-seven percent (67%) of each Individual Class Payment is in settlement of claims as non-wages, expense reimbursement, interest, and penalties, which are not subject to wage withholdings and will be reported on IRS Form 1099. Your Individual PAGA Payment (if any) is also

not subject to wage withholdings and will be reported on IRS Form 1099. The employee portion of all applicable income and payroll taxes will be the responsibility of the Participating Class Members and Aggrieved Employees. Neither Class Counsel nor Defendant's Counsel intend anything contained in this Notice to constitute advice regarding taxes or taxability. Your tax issues are unique to you, and you may want to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

If the Settlement is approved by the Court and you do not exclude yourself, you will automatically be mailed a check for your Individual Class Payment to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Administrator to inform them of your correct address to ensure you receive your payment.

4. What Do I Release Under the Settlement?

Released Class Claims. Effective on the date when Defendant fully fund the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Participating Class Members release the Released Parties from the Released Class Claims. The "Released Class Claims" are all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and ascertained in the course of the Actions during the Class Period, including, but not limited to, any and all claims for: (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 timely pay wages during employment; (6) failure to timely pay final wages at termination; (7) failure to provide accurate itemized wage statements; (8) failure to indemnify employees for expenditures; and (9) violation of California's Unfair Competition Law, California Business and Professions Code §§ 17200, *et seq.* Except for the Released PAGA Claims, 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.

This means that, if you do not timely and formally exclude yourself from the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or any other Released Party about the Released Class Claims resolved by this Settlement. It also means that all of the Court's orders in the Actions will apply to you and legally bind you.

Released PAGA Claims. Effective on the date when Defendant fully fund the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Aggrieved Employees release the Released Parties from the Released PAGA Claims. The "Released PAGA Claims" are all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notices and ascertained in the course of the Actions during the PAGA Period, including, but not limited to, any and all claims for: (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 timely pay wages during employment; (6) failure to timely pay final wages at termination; (7) failure to provide accurate itemized wage statements; (8) failure to keep complete and accurate payroll records; and (9) failure to indemnify employees for expenditures

Released Parties. The "Released Parties" are Defendant and each of its former and present insurers, affiliates, subsidiaries, parent companies, predecessors, successors, assigns, exempt employees, officers, directors, agents, attorneys, administrators,, representatives, heirs, estates, powers-of-attorney, and any individual or entity that could be jointly liable with Defendant.

5. How much will my payment be?

Your Individual Class Payment: Defendant's records reflect that you have << [REDACTED] >> Workweeks during the Class Period (July 25, 2019 to **October 26, 2024**). **Based on this information, your estimated Individual Class Payment is << [REDACTED] >>, minus applicable withholdings and deductions.**

Your Individual PAGA Payment: Defendant's records reflect that you have << [REDACTED] >> Pay Periods during the PAGA Period (July 24, 2022 to **October 26, 2024**). **Based on this information, your estimated Individual PAGA Payment is << [REDACTED] >>.**

Your Individual Class Payment and Individual PAGA Payment may be paid together in a single check, at the discretion of the Administrator.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Administrator at the address and/or email address provided in this Class Notice no later than the Response Deadline, which is [REDACTED]. Any dispute should include credible written evidence and will be resolved by the Administrator.

6. How can I get a payment?

To get money from the settlement, you do not have to do anything. A check for your share of the Settlement will be mailed automatically to the same address as this Class Notice. If your address is incorrect or has changed, you must notify the Administrator. The Administrator is: ILYM Group, Inc. [REDACTED], (800) [REDACTED].

The Court will hold a Final Approval Hearing on [REDACTED] at [REDACTED] to decide whether to approve the Settlement. Please note the hearing could be rescheduled by the Court without further notice to you. If the Court approves the Settlement and there are no objections or appeals, the settlement payments will be mailed approximately one month after this hearing. If there are objections or appeals the payments will be delayed because resolving them can take time, usually more than a year. Please be patient.

Your settlement check must be cashed within 180 days after it is mailed. If your check is lost or misplaced, you should contact the Administrator immediately by phone to request a replacement (800) [REDACTED]. For any Participating Class Member and/or Aggrieved Employee whose Individual Class Payment check and/or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the Legal Aid at Work. The Parties have selected Legal Aid at Work as the *cy pres* recipient.

7. What if I don't want to be a part of the Class Settlement?

If you do not wish to participate in the Class Settlement, you may exclude yourself from the Class or "opt out." **If you opt out, you will NOT receive your Individual Class Payment and you will not be bound by the release of Released Class Claims.** However, Aggrieved Employees who opt out of the Class will still be paid their Individual PAGA Payment and will remain subject to the release of the Released PAGA Claims, regardless of their request for exclusion from the Class.

To opt out of the Class Settlement, you must mail or email to the Administrator, a written, signed Request for Exclusion postmarked or emailed no later than the Response Deadline which is [REDACTED]. 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 Class Settlement and includes the Class Member's full name, mailing address, telephone number, and last four digits of the Class Member's Social Security number. You must make the request yourself. If someone else makes the request for you other than your representative, it will not be valid.

Absent good cause found by the Court, written Requests for Exclusion that are postmarked or emailed after [REDACTED], or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I tell the Court that I don't agree with the Class Settlement?

Any Class Member who has not opted out and believes that the Class Settlement should not be finally approved by the Court for any reason may object to the proposed Settlement, the attorneys' fees, the costs and/or the service awards, either in writing or in person. Objections that are in writing should include the Class Member's full name, mailing address, telephone number, last four digits of the Class Member's Social Security number, and describe why you object to the Class Settlement. All written objections or other correspondence should also state the name and number of the case, which is *Alma and Jose Lopez v. METALfx*, in the Superior Court of the State of California, County of Mendocino, Case No. 23CV0673.

All written objections must be mailed or emailed to the Administrator no later than the Response Deadline, which is [REDACTED].

Alternatively, Participating Class Members may appear at the Final Approval Hearing on [REDACTED] at [REDACTED] to make an oral objection without submitting a written objection. At this time, all hearings will be held remotely. The hearing may also be rescheduled by the Court without further notice to you. If you need assistance, you may contact Class Counsel.

To object to the Class Settlement, you must not opt out, and if the Court approves the Settlement despite your objection, you will be bound by the terms of the Settlement in the same way as Class Members who do not object and you will still be mailed a check for your Individual Class Payment. Absent good cause found by the Court, any Class Member who does not object in the manner provided in this Class Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

9. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at [REDACTED] on [REDACTED], in Department E of the Superior Court of California, County of Mendocino, located at 100 N. State Street, Ukiah, California 95482, before Judge Ann Moorman. While the Court determined at preliminary approval that there is sufficient evidence to suggest the proposed Settlement is fair, adequate, and reasonable, the Court will make a final determination on these issues at the Final Approval Hearing. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement and to approve the amount of attorneys' fees, costs and service awards to be awarded. If there are objections, the Court will consider them. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

10. How do I get more information about the Settlement?

Administrator:

Name:

Email Address:

Mailing Address:

Telephone:

The contact information for Parties' counsel are as follows:

Class Counsel:

Jonathan M. Genish
Miriam L. Schimmel
Joana Fang
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This Class Notice summarizes the proposed settlement. More details are in the Class Action and PAGA Settlement Agreement (“Agreement”). You may receive a copy of the Settlement Agreement, the Judgment, the motion for attorneys’ fees, costs and service awards, the motion for final approval or other Settlement documents by going to **[ADMINISTRATOR WEBSITE]**. You may also get more details by examining the Court’s file via the Public Access site for the California Superior Court for the County of Mendocino <https://portal-camendocino.tylertech.cloud/Portal/> and entering the Case Number for the Lopez Action, Case No. 23CV00673. You can also personally review the court documents in the Clerk’s office at 100 North State Street, Ukiah, California 95482 during the hours of 8:30 a.m. – 3:00 p.m. Monday through Friday, excluding judicial holidays.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed.
- If your check is lost or misplaced, you should contact the Administrator immediately to request a replacement.

EXHIBIT 4

Thank you for your Proposed Settlement Submission

Desde DIR PAGA Unit <no-reply@formassembly.com>

Fecha Lun 12 May 2025 10:40

Para Karina Hernandez <khernandez@blackstonepc.com>

[External Email].

05/12/2025 10:39:51 AM

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

Item submitted: Proposed Settlement

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: <http://labor.ca.gov/Private Attorneys General Act.htm>