Kane Moon (SBN 249834)
kmoon@moonlawgroup.com
Daniel J. Park (SBN 274973)
dpark@moonlawgroup.com
Benjamin H. Davidson (SBN 338789)
hdavidson@moonlawgroup.com

MOON LAW GROUP, PC
725 S. Figueroa St., 31st Floor
Los Angeles, CA 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125

Attorneys for Plaintiff
CHRISTIAN G. CORREA

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

CHRISTIAN G. CORREA, individually, and on behalf of all others similarly situated,

Plaintiff,

vs.

AMRO FABRICATING CORPORATION, a California corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 23STCV22256

[*Assigned for All Purposes to Hon. Stuart M. Rice*]

AMENDED PAGA SETTLEMENT AGREEMENT

Complaint filed:	September 15, 2023
Trial date:	None Set

AMENDED PAGA SETTLEMENT AGREEMENT

This Amended PAGA Settlement Agreement ("Agreement") is made by and between Plaintiff Christian G. Correa ("Plaintiff") and Defendant AMRO Fabricating Corporation ("Defendant"). The Agreement refers to Plaintiff and Defendant collectively as "Parties," or individually as "Party."

1. DEFINITIONS.

1.1. "Action" means the Plaintiff's representative PAGA lawsuit alleging wage and hour violations against AMRO Fabricating Corporation, captioned *Christian G. Correa v. Amro Fabricating Corporation*, initiated on September 15, 2023, and pending in Superior Court of the State of California, County of Los Angeles (Case No. 23STCV22256).

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 approval of the Settlement.

1.4. "Aggrieved Employee" means all current and former non-exempt employees who worked for Defendant in California during the PAGA Period.

"Aggrieved Employee Address Search" means the Administrator's investigation and search for current Aggrieved Employee 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 Aggrieved Employees.

1.5. "Aggrieved Employee Data" means Aggrieved Employee identifying information in Defendant's possession including the Aggrieved Employee's name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.

1.6. "Approval Order" means the proposed Court Order granting approval of this Settlement.

1.7. "Court" means the Superior Court of California, County of Los Angeles.

1.8. "Defendant" means AMRO Fabricating Corporation, the named defendant in the Action.

1.9. "Defense Counsel" means Tamara Devitt, Alfredo W. Amoedo and Jessica Ewert of HAYNES BOONE.

1.10. "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order approving the PAGA Settlement; and (b) the Judgment is final. It is the Parties' intention that the Judgment will be final as of the day the Court enters Judgment.

1.11. "Gross Settlement Amount" means six-hundred and thirty thousand dollars and no cents ($630,000.00) which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be paid by Defendant in full satisfaction of all PAGA claims arising in the Action, including but not limited to amounts used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, PAGA Representative Service Payment, and the Administrator's Expenses. In no event shall Defendant be liable for more than $630,000.00 as a result of this PAGA Settlement and the PAGA Representative Service Payment except as defined in Paragraph 8.2 below.

1.12. "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 the Aggrieved Employee worked during the PAGA Period.

1.13. "Judgment" means the judgment entered by the Court based upon the Order granting Approval of the Settlement.

1.14. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code § 2699(i).

1.15. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code § 2699(i).

1.16. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Representative Service Payment, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.

1.17. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. *et seq*.).

1.18. "PAGA Counsel" means Kane Moon, Daniel J. Park, and Benjamin H. Davidson of Moon Law Group, PC.

1.19. "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

1.20. "PAGA Notice" means Plaintiff's September 9, 2023, letter to Defendant and the LWDA providing notice pursuant to Labor Code § 2699.3(a).

1.21. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.22. "PAGA Period" means the period from September 9, 2022 through September 21, 2025, or until Court approval, whichever is sooner.

1.23. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to LWDA in settlement of PAGA claims.

1.24. "PAGA Representative Service Payment" means the amount to be paid to Plaintiff in recognition of his efforts and work and risk in prosecuting the Action and it shall also include the Plaintiff's damages for his alleged individual wage and hour claims including any individual penalties claims. Defendant agrees not to oppose a PAGA Representative Service Payment to the extent the request does not exceed $10,000, subject to Court approval.

1.25. "Plaintiff" means Christian G. Correa, the named plaintiff in the Action.

1.26. "Released PAGA Claims" means the claims being released as described in Paragraph 5 below.

1.27. "Released Parties" means: Defendant AMRO Fabricating Corporation, and includes but is not limited to all of its former, present, and future parents, subsidiaries, affiliates, predecessors, and each of their servants, agents, directors, officers, board members, shareholders, trustees, owners, members, employees, including but not limited to representatives, insurers, auditors, accountants, and attorneys of Defendant (and the servants, agents, directors, officers, employees, representatives, insurance carriers and attorneys of any subsidiaries, parents or affiliates), and all persons acting by, through, under or in concert with Defendant, and their respective heirs, successors, and assigns.

1.28. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS.

2.1. On September 15, 2023 Plaintiff filed a putative class action complaint alleging causes of action against Defendant for various violations of the California Labor Code. On March 8, 2024, Plaintiff filed a First Amended Complaint ("Operative Complaint"), dismissing the putative class claims, but adding a single cause of action for alleged Labor Code violations pursuant to the Private Attorneys General Act . Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged.

2.2. Pursuant to Labor Code § 2699.3(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice on September 9, 2023.

2.3. On July 23, 2025, the Parties participated in an all-day mediation presided over by Brandon McKelvey which led to this Agreement to settle the Action.

2.4. Before mediation, Plaintiff obtained, through informal discovery, time and payroll records for the putative Aggrieved Employees, Plaintiff's personnel file, and Defendant's policy documents, among other documents and information, to aid in the preparation of Plaintiff's evaluation of the claims and formulation of a damages model.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay $630,000.00 and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

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

3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 33%, which is currently estimated to be $210,000.00 and a PAGA Counsel Litigation Expenses Payment not to exceed $25,000.00. Defendant will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2. To Plaintiff: PAGA Representative Service Payment of $10,000.00 to resolve his individual claims. This payment is in addition to the payments to which Correa is entitled to as an Aggrieved Employee.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed $5,650 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less, or the Court approves payment less than $5,650, the remainder will be included in the Net Settlement Amount.

3.2.4. To the LWDA and Aggrieved Employees: PAGA Penalties to be paid from the remaining Gross Settlement Amount (i.e., the Net Settlement Amount), with 75% of the Net Settlement Amount allocated to the LWDA PAGA Payment and 25% allocated to the Individual PAGA Payments.

3.2.4.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. The Administrator will report the Individual PAGA Payments in IRS 1099 Forms. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.4.2. Since this is a settlement of PAGA claims for civil penalties only, no portion of the Settlement is allocated to unpaid wages. One Hundred Percent (100%) of the payments for PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, PAGA Representative Service Payment, and the Net Settlement Amount to be paid to the LWDA and Aggrieved Employees as described in Section 3 above will be treated and reported for tax purposes as non-wage payments and the PAGA Settlement Administrator will be responsible for issuing IRS Forms 1099 as required.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Aggrieved Employee Pay Periods. Based on a review of its records as of June 5, 2025, Defendant estimates there are 366 Aggrieved Employees who worked an estimated total

28,000 of PAGA Pay Periods.

4.2. Aggrieved Employee Data. Within thirty (30) days after the Effective Date, Defendant will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. In no event shall the Aggrieved Employee Data be provided to Plaintiff or PAGA Counsel unless necessary to for PAGA Counsel to discharge fiduciary duties. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee 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 Aggrieved Employee Data.

4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than thirty (30) days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within thirty (30) days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Representative Service Payment, the PAGA Counsel Fee Payment, and the PAGA Counsel Litigation Expenses Payment. Disbursement of the PAGA Counsel Fee Payment and the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the 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. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are retuned undelivered without USPS forwarding address. Within seven (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 Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the State of California Unclaimed Property Fund and held pursuant to the Unclaimed Property Law, California Civil Code section 1500, *et seq*., for the benefit of the Aggrieved Employees who did not cash their checks until such time that they claim their property. Parties agree that this disposition results in no "unpaid residue" under California Civil Procedure Code section 384, and therefore, that Defendant will not be required to pay any interest on such amounts.

4.4.4. The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to the 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, Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

5.1. Plaintiff's Release.

5.1.1. Scope of Plaintiff's Release. Plaintiff and his respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences related to Plaintiff's employment including all claims alleged in the Action, including, but not limited to: (a) all claims that were alleged, based on the facts contained in the Operative Complaint and the PAGA Notice, including but not limited to claims for unpaid overtime, failure to properly calculate all minimum wages, meal and rest period penalties, failing to reimburse necessary business expenses, Labor Code Section 203 (waiting time penalties) and Labor Code Section 226 (wage statements); (b) all claims which arose out of or are in any way connected with Plaintiff's employment for Defendant or Plaintiff's separation from Defendant; (c) relate to or arise out of the claims and/or facts alleged in the Operative Complaint and PAGA Notice; and (d) reasonably could have been alleged based on the claim or facts alleged in the Operative Complaint and PAGA Notice ("Plaintiff's Release"). Plaintiff's 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, or workers' compensation benefits that arose at any time. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.1.2. Plaintiff's Waiver of Rights Under California Civil Code § 1542. For purposes of

Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of 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 Aggrieved Employees: All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims alleged in the First Amended Complaint including: (a) all claims for civil Penalties under PAGA that were alleged, based on the facts contained in the First Amended Complaint and the PAGA Notice, including civil penalty claims for meal and rest period penalties, Labor Code Section 203 (waiting time penalties) and Labor Code Section 226 (wage statements); (b) relate to or arise out of the claims and/or facts alleged in the First Amended Complaint and PAGA Notice; and (c) reasonably could have been alleged based on the claim or facts alleged in the First Amended Complaint and PAGA Notice ("Released Claims").

5.3. Release by PAGA Counsel: PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Fees incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.

The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

6.1. Responsibilities of PAGA Counsel. Plaintiff and PAGA Counsel will prepare all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a draft motion or application for approval of PAGA Settlement; (iii) a signed declaration from PAGA Counsel attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations [Labor Code Section 2699.3(a)]), Operative Complaint (Labor Code Section 2699(l)(1)), this Agreement (Labor Code Section 2699(l)(2)); and (iv) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. PAGA Counsel is responsible for expeditiously finalizing and finalizing the application or motion for approval of this Settlement no later than 60 days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Approval Order to the Administrator.

6.2. Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA 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 the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA 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, to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. 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 § 468B-1.

7.4. 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.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE

8.1 Based on its records, Defendant estimates that, as of the date of this Settlement Agreement, there are 378 Aggrieved Employees who worked 28,000 Pay Periods during the PAGA Period.

8.2. If it is determined that the Pay Periods through the PAGA Period is more than 10% greater than this number (i.e., if there are more than 30,800 actual Pay Periods during the PAGA Period), then Defendant shall have the option of either (i) changing the end date of the PAGA Period to a date for which there are no more than 30,800 pay periods ; or (ii)increase the Gross Settlement Amount by $20.45 per pay period ($630,000 divided by 30,800) for each additional pay period in excess of 30,800 pay periods (the 10% escalation limit). For example, if the total number of Pay Periods is 11% larger, the Gross Settlement Amount shall be increased by 1%.

9. CONTINUING JURISDICTION AND WAIVER OF RIGHT TO APPEAL.

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

9.2. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties and their respective counsel 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 another party 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. ADDITIONAL PROVISIONS.

10.1. No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

10.2. 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.

10.3. Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

10.4. 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 Settlement 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 a mediator and/or the Court for resolution.

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

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

10.7. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

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

10.9. 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.

10.10. 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.

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

10.12. Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than ninety (90) days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendant unless, prior to the Administrator's payment of all Settlement Funds, Defendant makes a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.

10.13. 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.

10.14. 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.

10.15. 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 Plaintiff:

Christian G. Correa
c/o MOON LAW GROUP, PC
725 S. Figueroa St., 31st Floor
Los Angeles, CA 90017

To Defendants:

Tamara I. Devitt (SBN 209683)
Jessica M. Ewert (SBN 328506)

AMRO Fabricating Corporation.
c/o HAYNES BOONE
1600 Anton Blvd., Suite 700
Costa Mesa, CA 92626
Tamara.Devitt@haynesboone.com
Jessica.Ewert@haynesboone.com

10.16. 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.

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

Plaintiff:

Dated: 3/9/2026

Signed by:
F95524EFFF974FA...

By: ______________________________
Christian G. Correa

Plaintiff's Counsel:

Dated: 3/10/2026

MOON LAW GROUP, PC

By: ______________________________
Kane Moon
Daniel Park
Benjamin H. Davidson
Attorneys for Plaintiff

Defendant:

Dated:

By: ______________________________
AMRO Fabricating Corporation

____
Signature

____
Title

Defendant's Counsel:

Dated: HAYNES AND BOONE, LLP

By: ______________________________
Tamara Devitt
Alfredo Amoedo
Jessica M. Ewert
Attorneys for Defendant AMRO Fabricating Corporation

By: ______________________________

Kane Moon
Daniel Park
Benjamin H. Davidson
Attorneys for Plaintiff

Defendant:

Dated: March 10, 2026

By: Susan R Bridgman

AMRO Fabricating Corporation

Susan Bridgman

Signature

General Counsel

Title

Defendant's Counsel:

Dated: March 11, 2026

HAYNES AND BOONE, LLP

By: ______________________________

Tamara Devitt
Alfredo Amoedo
Jessica M. Ewert
Attorneys for Defendant AMRO Fabricating Corporation