PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made by and between Plaintiff **Jesse Altamirano** and Defendant **Weber Metals, Inc.**

1. DEFINITIONS

1.1. "Action" means the lawsuit filed by Plaintiff against Defendant asserting claims for various wage and hour violations that is pending as *Jesse Altamirano, etc. v. Weber Metals, Inc., and Does 1 through 25, inclusive* (Case No.: 24STCV05326) initiated on February 29, 2024 and pending in the Court.

1.2. "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.

1.3. "Administrator" means Simpluris, Inc., the neutral entity the Parties have agreed to retain, conditional upon Court approval, to administer the Settlement.

1.4. "Aggrieved Employees" means all individuals employed by Defendant in the State of California on a non-exempt hourly or salaried non-exempt basis at any time during the PAGA Period.

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

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

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

1.8. "Defendant" mean named defendant Weber Metals, Inc.

1.9. "Defense Counsel" means David G. Hoiles Jr., Phong Tran, and Claudia E. Murga of Jackson Lewis P.C.

1.10. "Effective Date" means the date by when both of the following have occurred: (a) the Court enters Judgment; and (b) the Judgment is final. The Judgment is final 65 days after the day the Court enters Judgment and Notice of Entry of Judgment is accomplished.

1.11. "Gross Settlement Amount" means TWO HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS ($250,000.00), which is the total amount Defendant agrees to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment.

1.12. "Individual PAGA Payments" means the Aggrieved Employees' *pro rata* share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods each of the Aggrieved Employees worked during the PAGA Period.

1.13. "Judgment" means the final judgment to be entered by the Court based upon the Order Granting Approval.

1.14. "LWDA" means the California Labor & Workforce Development Agency, the state government agency entitled under Labor Code section 2699, subd. (i).

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

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

1.17. "Operative Complaint" means the most recent amended version of the pleading filed on Plaintiff's behalf in the Action.

1.18. "Order Granting Approval" means the order entered by the Court granting approval of the terms of this Agreement.

1.19. "PAGA" means the Labor Code Private Attorneys General Act of 2004 (Labor Code sections 2698, *et seq*.).

1.20. "PAGA Counsel" means Maralle Messrelian of MM LAW, APC, the attorneys representing Plaintiff in the Action.

1.21. "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.

1.22. "PAGA Notice" means Plaintiff's November 10, 2023 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.23. "PAGA Pay Periods" means any pay period during which an Aggrieved Employee was employed by Defendant for at least one day during the PAGA Period.

1.24. "PAGA Penalties" means the total amount of civil penalties to be paid pursuant to the PAGA from the Net Settlement Amount, allocated 25% ($37,291.67) to the Aggrieved Employees and 75% ($111,875.00) to the LWDA in settlement of the PAGA claims in the Action.

1.25. "PAGA Period" means the period from December 26, 2022 through March 20, 2025.

1.26. "PAGA Representative" or "Plaintiff" means Jesse Altamirano, the named plaintiff in the Action seeking Court approval to serve as the PAGA Representative.

1.27. A "Party" or the "Parties" means individually, Plaintiff or Defendant or collectively, Plaintiff and Defendant.

1.28. "Released PAGA Claims" means all claims for penalties under the PAGA that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint or the PAGA Notice and ascertained in the course of the Action, including, but not limited to, civil penalties pursuant to the PAGA for or related to alleged unpaid wages, overtime or double time wages, minimum wages, paid sick leave, timely payment of wages during employment and at separation, meal periods and meal period premiums, rest periods and rest period premiums, wage statement penalties, unreimbursed business expenses, failure to keep requisite payroll records, unfair competition, unfair business practices, injunctive relief as it relates to the claims listed herein, declaratory relief as it relates to the claims listed herein, liquidated damages, penalties recoverable pursuant to the claims listed herein, interest, fees, costs, as well as all other claims and allegations alleged in the Action, throughout the PAGA Period.

1.29. "Releasees" means Defendant and its past, present and future direct or indirect parent organizations, subsidiaries, divisions, affiliated entities, and its and their partners, officers, directors, trustees, administrators, fiduciaries, employment benefit plans or pension plans or funds, executors, attorneys (including, but not limited to, Defense Counsel), employees, insurers, reinsurers or agents and their successors and assigns individually and in their official capacities, and any other individual who or entity that could be liable for any of the Released PAGA Claims.

1.30. "Settlement" means the disposition of the Action affected by this Agreement and the Judgment.

2. <u>RECITALS</u>

2.1. On February 29, 2024, Plaintiff initiated the Action. In the Action, Plaintiff alleges the following representative claims: (1) failure to pay all wages, including sick leave wages, at the appropriate regular rate of pay; (2) failure to provide the minimum sick leave accrual rate; (3) failure to provide state-mandated meal periods; (4) failure to permit state-mandated rest periods; (5) failure to pay overtime for all hours worked and at the appropriate regular rate of pay; (6) failure to pay minimum wages for all hours worked; (7) failure to provide accurate, itemized wage statements; (8) failure to timely pay wages owed; (9) failure to timely pay wages owed upon termination of employment; and (10) failure to reimburse employees for necessary business expenses. In the Action, Plaintiff seeks civil penalties on a representative basis only on behalf of Plaintiff and all other Aggrieved Employees under the Labor Code Private Attorneys General Act of 2004 (the "PAGA"), attorneys' fees and costs under the PAGA.

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

2.3. On March 20, 2025, the Parties, by and through PAGA Counsel and Defense Counsel, respectively, participated in an all-day mediation presided over by the Kelly Knight, Esq., which led to this Agreement to settle the Action.

2.4. Prior to mediation, Plaintiff obtained, through informal discovery, time records, pay records, and other information relating to the size and scope of the group of Aggrieved Employees, as well as data permitting Plaintiff to fully understand the nature and scope of the allegations.

3. MONETARY TERMS

3.1. Gross Settlement Amount. Defendant promises to pay TWO HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS ($250,000.00) and no more as the Gross Settlement Amount to settle the claims alleged or that could have been alleged on the facts set forth in the Operative Complaint. Defendant has no obligation to pay the Gross Settlement Amount 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 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 Order Granting Approval:

3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 33 1/3 % which is currently estimated to be EIGHTY-THREE THOUSAND THREE HUNDRED THIRTY-THREE DOLLARS AND THIRTY-THREE CENTS ($83,333.33) and a PAGA Counsel Litigation Expenses Payment of not more than TWELVE THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS ($12,500.00). Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff or PAGA Counsel will file a motion for PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment 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 counsel for any Aggrieved Employees arising from any claim to any portion of any PAGA Counsel Fee Payment 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 Form 1099s. 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 the Releasees harmless, and agrees to indemnify the Releasees, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2. To the Administrator: An Administration Expenses Payment not to exceed FIVE THOUSAND DOLLARS AND ZERO CENTS ($5,000.00) 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 FIVE THOUSAND DOLLARS AND ZERO CENTS ($5,000.00), the Administrator will retain the remainder in the Net Settlement Amount.

3.2.3. To the LWDA and Aggrieved Employees: The estimated Net Settlement Amount in the amount of ONE HUNDRED FORTY-NINE THOUSAND ONE HUNDRED SIXTY-SIX DOLLARS AND SIXTY-SEVEN CENTS ($149,166.67) to be paid from the Gross Settlement Amount, with 75% allocated to the LWDA PAGA Payment and 25% allocated to the Individual PAGA Payments. All PAGA Penalties paid to the Aggrieved Employees are deemed penalties and interest for which IRS Form 1099s shall issue.

3.2.4.1. The Administrator will calculate the Individual PAGA Payments to be paid to the Aggrieved Employees by (a) dividing the amount of the Aggrieved Employees' 25% share of the Net Settlement Amount (approximately THIRTY-SEVEN THOUSAND TWO HUNDRED NINETY-ONE DOLLARS AND SIXTY-SEVEN CENTS ($37,291.67)) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by the Aggrieved Employees' *pro rata* share of the PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payments.

4. SETTLEMENT FUNDING AND PAYMENTS

4.1. Aggrieved Employees' Data: Not later than 30 days after the Court issues the Order Granting Approval, Defendant will deliver the Aggrieved Employees' Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employees' Data in confidence, use the Aggrieved Employees' Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employees' Data to Administrator employees who need access to the Aggrieved Employees' Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employees' Data omitted employee identifying information and to provide corrected or updated Aggrieved Employees' Data as soon as reasonably feasible. The Parties and their respective counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employees' Data.

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

4.3. Payments from the Gross Settlement Amount: Within 14 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 Counsel Fees Payment, and the PAGA Counsel Litigation Expenses Payment. Disbursement of the PAGA Counsel Fees Payment, and the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of the Individual PAGA Payments.

4.3.1. 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.

4.3.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without a USPS forwarding address. Within seven days of receiving a returned check the Administrator must re-mail the returned check 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 is lost or misplaced, provided the Aggrieved Employee makes a request for a replacement check prior to the void date.

4.3.3. For Aggrieved Employees whose Individual PAGA Payments check are uncashed and cancelled upon the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure section 384, subd. (b). Any fees or costs associated with depositing the uncashed checks with the California Controller's Unclaimed Property Fund shall be paid from the Administration Expenses Payment.

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

5. RELEASE OF CLAIMS.

5.1. Plaintiff's Release: Plaintiff shall execute a separate written agreement voluntarily releasing and forever discharging the Releasees of and from any and all claims, known and unknown, asserted or unasserted, other than the Released PAGA Claims, that Plaintiff has or may have against Releasees as of the date of execution of that separate agreement.

5.2. Release by Aggrieved Employees: All Aggrieved Employees, including Plaintiff, on behalf of themselves and their respective dependents, successors, assigns, heirs, executors, and administrators (and Plaintiff's legal representatives of every kind), will be deemed to have released and forever discharged the Releasees from all Released PAGA Claims as of the date of the Order Granting Approval.

6. MOTION FOR APPROVAL OF SETTLEMENT. The Parties agree to work together in good faith to prepare and file a motion for approval of this Settlement.

6.1. Plaintiff's Responsibilities: Plaintiff and PAGA Counsel will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code section 2699(f)(2), including: (i) a draft proposed Order Granting Approval; (ii) 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 Aggrieved Employees' 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 Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or

Defense Counsel; (iii) a signed declaration from PAGA Counsel's firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), and this Agreement (Labor Code section 2699, subd. (l)(2)); and (iv) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees or the Administrator.

6.2. Responsibilities of PAGA Counsel: PAGA Counsel shall be responsible for expeditiously finalizing and filing the motion after the full execution of this Agreement; obtaining a prompt hearing date for the motion; and for appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Final Approval Order to the Administrator.

6.3. Duty to Cooperate: If the Parties disagree on any aspect of the proposed motion for approval of this Settlement 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 approval or conditions 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 Simpluris, Inc. to serve as the Administrator and verified that, as a condition of appointment, Simpluris, 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 Expense Payment. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2. Required Vendor Application Materials: The Administrator shall complete and submit to Defendant a copy of Defendant's Vendor Application Form and a Request for Taxpayer Identification Number and Certification (IRS Form W-9) prior to the Effective Date.

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

7.4. 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.

7.5. 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. ESTIMATES REGARDING AGGRIEVED EMPLOYEES AND ESCALATOR CLAUSE. Based on a review of the records to date, Defendant estimates there are approximately 387 Aggrieved Employees who worked a total of 14,833 Pay Periods between December 26, 2022 and March 20, 2025, when the mediation took place. Should the number of pay periods during the PAGA Period increase by more than 10%, Defendant will have the option to either (a) increase the Net Settlement Amount by the percentage in excess of 10% above 14,833, or (b) shorten the release period to alleviate any increase in the Net Settlement Amount.

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

9.1. 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 the 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 the 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 third 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 Releasees that any of the allegations in the Operative Complaint have merit or that the Releasees have 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 grant issue the Order Granting Approval or enter Judgment, 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 Plaintiff's individual agreement releasing all claims other than Plaintiff's Released PAGA Claims, 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 either 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 respective 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 Kelly Knight, Esq., who served as the mediator in the session that led to this Agreement to settle the Action.

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 and portion of any liability, claim, demand, action, cause of action, or right released and discharged by either Party in this Settlement.

10.6. No Tax Advice: Neither Plaintiff, PAGA Counsel, Defendant, Defense Counsel, nor any of the other Releasees 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 that expressly references this Agreement, and is 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 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 either 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 the 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 Employees' Data: Information provided to PAGA Counsel pursuant to Cal. Evid. Code section 1152 by Defendant in connection with the mediation in this Action, 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.

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 Saturday, Sunday, or legal holiday in the State of California, then the date such date or deadline shall be the next following day that is not a Saturday, Sunday, or legal holiday in the State of California.

10.15. Notice: All notices, demands or other communications between the Parties in connection with this Agreement shall 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, to the other Party's respective counsel of record.

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 shall be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart shall be admissible in evidence to prove the existence and contents of this Agreement.

10.17. 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.

PLAINTIFF AGREES THAT PLAINTIFF FULLY UNDERSTANDS THE TERMS OF THIS AGREEMENT. SIMILARLY, PAGA COUNSEL AFFIRMS THAT PLAINTIFF FULLY UNDERSTANDS THE TERMS AND CONDITIONS OF THIS AGREEMENT.

Dated: 5/2/ , 2025

Jesse Altamirano (May 2, 2025 20:47 PDT)

Jesse Altamirano

Dated: 5/12/2025 , 2025

WEBER METALS, INC.

By: PAUL DENNIS

Paul Dennis
Chief Financial Officer

Approved as to form and content:

Dated: May 2 , 2025

MM LAW, APC

Maralle Messrelian

Maralle Messrelian

Attorneys for Plaintiff
JESSE ALTAMIRANO, on behalf of himself and all others similarly situated

Dated: May 12 , 2025

JACKSON LEWIS P.C.

David G. Hoiles Jr.

Attorney for Defendant
WEBER METALS, INC.

EXHIBIT A

NOTICE OF PAGA SETTLEMENT

Jesse Altamirano v. Weber Metals, Inc.
Los Angeles County Superior Court, Case No. 24STCV05326

<<Settlement Administrator >>
[ ]
[ ]
Telephone: [ ]

«Barcode» «BarcodeString»
SIMID «SIMID»
«FirstName»
«LastName»
«Address1» «Address2»
«City» «State» «Zip»

You are receiving this notice as a result of a lawsuit brought on a representative basis under the Labor Code Private Attorneys General Act of 2004 ("PAGA") [Cal. Lab. Code, §§ 2698, *et seq.*] ("the Action"). The plaintiff in the Action is Jesse Altamirano ("Plaintiff") and the defendant is Weber Metals, Inc. ("Defendant"). The Action seeks to impose civil penalties for purported violations of the California Labor Code on behalf of all persons within the State of California who are or were employed by Weber Metals, Inc. in the State of California and classified as non-exempt during the PAGA Period of December 26, 2022 to March 20, 2025 (the "Aggrieved Employees"). Defendant denies all claims and allegations in the Action, denies that it owes any penalties, and asserts that it has fully complied with all applicable Labor Code provisions. Nevertheless, to avoid further costs and time in defending the Action, Defendant has settled the Action and the Court has approved the settlement and release of claims. By settling the Action, Defendant is not admitting that it has done anything wrong as of and subject to the occurrence of the Effective Date of the Settlement. Upon the Effective Date of this Settlement, Plaintiff, the State of California (including, but not limited to, the LWDA), and the Aggrieved Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released PAGA Claims with respect to Defendant and its past, present and future direct or indirect parent organizations, subsidiaries, divisions, affiliated entities, and its and their partners, officers, directors, trustees, administrators, fiduciaries, employment benefit plans or pension plans or funds, executors, attorneys (including, but not limited to, Defendant's counsel of record in the Action), employees, insurers, reinsurers or agents and their successors and assigns individually and in their official capacities. The released PAGA claims shall include all known or unknown claims for civil penalties, attorneys' fees and costs, or any other relief under PAGA arising out of the Labor Code claims and allegations expressly plead in the operative Complaint and all other Labor Code claims that could have bene asserted based on the facts and allegations plead in the operative Complaint, including but not limited to: California Labor Code Sections §§ 201, 202, 203, 204, 221, 226, 226.7, 510, 512, 558, 1174, 1194, 1197, 1198, 2802, 6400, 6401, 6402, 6403, 6404 and 6720, and IWC Wage Order 1, §§ 2(E), 7, 11-12.

By Order dated <<court approval order date>>, the Superior Court of the State of California, Los Angeles County approved the Settlement of the PAGA claims.

According to Defendant's records, you are an Aggrieved Employee and therefore entitled to a share of the settlement based upon the Court approved allocation. Enclosed with this Notice is your check for your share. The settlement check shall remain valid for 180 days. Thereafter, all uncashed checks shall be distributed to California State Controller's Office Unclaimed Property Fund with an identification of the amount of unclaimed funds attributable to each Aggrieved Employee.

Please Note: One hundred percent (100%) of your individual PAGA payment under this Settlement will be considered penalties, which may be subject to local, state, or federal taxes, and will be reported to the IRS and state tax authorities via Form 1099. You should rely on your own tax advisors as to the tax consequences of your individual PAGA payment. Neither Plaintiff nor Defendant has made any representations or warranties regarding the taxation of your individual PAGA payment. Nothing within this Notice or any other communication shall constitute or be construed or relied upon as tax advice within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended). Enclosed are the appropriate tax forms pertaining to your payment.

Do not call or write the Court or Office of the Clerk to ask questions about the settlement or to ask questions about the claims process. If you have any questions, you may call or write to Phoenix Class Action Settlement Administration Solutions (the Settlement Administrator) using the contact information at the top of this correspondence.

4934-5393-8220, v. 2