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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

JULIO CESAR CASTRO SANCHEZ; LUIS EDGARDO CASTRO MORENO;

Plaintiffs,

v.

BEN ASH IRON WORKS, INC.; PETER BAGATOURIAN; and DOES 1 through 20, inclusive;

Defendants.

Case Number: 24STCV12602

STIPULATION BY ALL PARTIES FOR ORDER APPROVING SETTLEMENT PURSUANT TO CALIFORNIA LABOR CODE PRIVATE ATTORNEYS' GENERAL ACT AND ENTERING JUDGMENT

Plaintiff JULIO CESAR CASTRO SANCHEZ; LUIS EDGARDO CASTRO MORENO ("Plaintiff") and Defendants BEN ASH IRON WORKS, INC.; PETER BAGATOURIAN ("Defendants"), by and through their respective counsel of record, hereby stipulate as follows:

WHEREAS, on or about February 26, 2024, Plaintiff by and through Plaintiff's counsel, sent a notice to the California Labor Workforce Development Agency ("LWDA") and Defendants (the "PAGA Notice") alleging that Defendants engaged in violation of the California Labor Code and California Wage Orders, seeking civil penalties pursuant to the California Labor Code Private Attorneys' General Act ("PAGA");

WHEREAS, on or about May 17, 2024, Plaintiff filed a Complaint in the California Superior Court for the County of Los Angeles entitled Julio Castro, et al. v. Ben Ash Iron Works, Inc., et al. (the "Action") alleging representative claims;

WHEREAS, this Stipulation is entered into by and between Plaintiff, on behalf of themselves and "Aggrieved Employees" (defined below), on the one hand, and Defendants on the other hand, to memorialize the essential terms of the settlement of Plaintiff's representative claim asserted in the Action.

WHEREAS, for purposes of Plaintiff representative claims under PAGA, and for purposes of the Action (as defined below) and this Stipulation, the alleged aggrieved individuals ("Aggrieved Employees") are defined by Plaintiff to be current and former non-exempt hourly employees who worked at least one pay period, who worked for the Defendants in the State of California during the PAGA Period. The PAGA Period is defined to be from March 14, 2023 through May 25, 2026. The date this Court approves the settlement described herein (the "PAGA Settlement") and enters judgment pursuant to the terms of the PAGA Settlement is the "Approval Date";

WHEREAS, Defendants vigorously dispute and deny the allegations and various causes of action asserted in the Action, including, without limitation, Plaintiff's and the Aggrieved Employees' claim for civil penalties pursuant to PAGA;

WHEREAS, the Parties engaged in an informal exchange of documents and information. The Parties have also conducted extensive independent investigation and evaluations of the claims and defenses in this matter. Both Plaintiff's counsel and Defendants' counsel have significant experience litigating and resolving the type of wage-and-hour claims alleged in the Action, including claims for civil penalties under PAGA;

WHEREAS, according to the PAGA Settlement Agreement, the Aggrieved Employees are deemed to release the Released Parties (as defined below) from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the operative complaint and the PAGA Notice, including, but not limited to, claims for civil penalties under California Labor Code §§ 201, 202, 203, 226, 432.5, 450, 510, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1198, 1199, 2698 et seq., and 2802 (the "PAGA Released Claims"), and Plaintiff and Defendants exchange the further releases, including a mutual California Civil Code section 1542 waiver, set forth in the PAGA Settlement Agreement. A true and correct copy of the PAGA Settlement Agreement is attached hereto as **Exhibit A**, and its defined terms are hereby incorporated by reference;

WHEREAS, California Labor Code Section 2699(l)(2) requires that this Court review and approve any settlement pursuant to PAGA;

WHEREAS, the Parties recognize that the issues presented in the Action are likely only to be resolved with extensive and costly discovery, pretrial and trial proceedings, and that further litigation will cause inconvenience, distraction, disruption, delay and expense disproportionate to the potential benefits of litigation. The Parties have taken into account the risk and uncertainty of the outcome inherent in any litigation;

WHEREAS, based on their own independent investigations and evaluations, the Parties and their respective counsel are of the opinion that the settlement of the PAGA Claims on the terms set forth in the PAGA Settlement Agreement is fair, reasonable, and adequate and in the best interests of the Parties, the LWDA, and the Aggrieved Employees in light of all known facts and circumstances and the risks inherent in litigation;

WHEREAS, the Parties recognize that this Court may, pursuant to California Labor Code Section 2699(e)(2), award a lesser amount than the maximum civil penalty amount permitted under PAGA if, based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory;

WHEREAS, Plaintiff has provided a copy of this Joint Stipulation and the proposed PAGA Settlement Agreement to the LWDA in accordance with Labor Code Section 2699(l)(2), and a proof of service to the LWDA is attached hereto as **Exhibit B**;

WHEREAS, the Parties have mutually agreed upon an Explanatory Letter, attached hereto as **Exhibit C**;

WHEREAS, the settlement administration quote from the Administrator is attached hereto as **Exhibit D**;

WHEREAS, in consideration of the terms and conditions set forth in the PAGA Settlement Agreement, the Parties agree to be bound to the terms and conditions set forth in the PAGA Settlement

Agreement, including that:

Within 14 days of the Court Approval Date, Defendants shall pay the total of $185,000.00 and no more as the Gross Settlement Amount ("GSA"). $95,000.00 shall constitute the PAGA Gross Settlement Amount ("PGSA"). $90,000.00 shall constitute Plaintiff's Individual Settlement Amount for resolution of their non-PAGA causes of action. The GSA shall be distributed as follows:

A. PAGA Counsel Fees of $38,000.00, plus $5,000.00 for costs, totaling $43,000.00, shall be paid to Plaintiff's counsel Sirmabekian Law Firm PC, for attorney's fees and costs incurred on the PAGA claims; an Administration Expenses Payment not to exceed $3,650.00 shall be paid to the Settlement Administrator; and Plaintiff shall receive an Individual Settlement (in resolution of their individual non-PAGA causes of action) of $90,000.00 from the GSA.

B. The remaining balance after deducting the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, the Administration Expenses Payment, and Plaintiff's Individual Settlement Amount from the GSA, $48,350.00 (the "PAGA Net Settlement Amount" or "PNSA"), shall be classified for tax purposes as civil penalties ("Civil Penalty Allocation"), unless otherwise required by law, and shall be distributed as follows:

i. Sixty-Five Percent (65%) of the Civil Penalty Allocation, $31,427.50, shall be paid to the LWDA, which represents civil penalties payable to the LWDA under the PAGA, Labor Code section 2698, *et seq.*;

ii. Thirty-Five Percent (35%) of the Civil Penalty Allocation, $16,922.50, (the "Aggrieved Employee Amount") shall be paid to the Aggrieved Employees, pursuant to Labor Code § 2699(i), divided pro rata based on each Aggrieved Employee's respective number of pay periods worked for Defendants in California during the PAGA Period.

WHEREAS, Plaintiff agrees that counsel for Plaintiff will notify the LWDA of the settlement at the same time the settlement is submitted to the court for approval, seek approval of the settlement, and perform any and all statutory tasks as required by law.

WHEREAS, the Parties further agree that should the Court deny approval of the settlement, the Parties agree to re-negotiate in good faith in an effort to obtain approval of the settlement.

WHEREAS, upon Court approval of the PAGA Settlement and the date Defendants fully fund the entire Gross Settlement Amount, Plaintiff and all Aggrieved Employees, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, will fully and finally release and discharge Defendants and each of their respective former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and/or affiliates ("Released Parties"), from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the operative complaint in the Action and the PAGA Notice, including, but not limited to, claims for civil penalties under California *Labor Code* §§ 201, 202, 203, 226, 432.5, 450, 510, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1198, 1199, 2698 et seq., and 2802 ("Released Claims"). Plaintiff additionally provides the general release, and Plaintiff and Defendants exchange the mutual releases and California *Civil Code* section 1542 waiver, set forth in the PAGA Settlement Agreement.

WHEREAS, Plaintiff has sole responsibility for all tax consequences of the individual settlement amount and Defendants shall issue appropriate tax forms consistent with the allocations set forth herein.

WHEREAS, based on a review of their records to date, Defendants estimate there are 45 Aggrieved Employees who worked a total of 2451 PAGA Pay Periods during the PAGA Period. If as of the date of court approval, the number of Pay Periods increases by more than ten percent (10%) (i.e., the number of Pay Periods exceeds 2451 by 246 or more Pay Periods), then the amount of the Gross Settlement Amount shall correspondingly increase in proportion to the increased percentage. For example, if such increase in Pay Periods worked by Aggrieved Employees is 25% over, then the PAGA Settlement Amount shall increase by 25%. Alternatively, Defendants may choose to have the PAGA release period end on the date when the 10% is reached.

WHEREAS, Defendants will provide Aggrieved Employees' information (names, addresses, social security numbers, and number of pay periods worked for Defendants in California during the PAGA Period) to the Settlement Administrator to assist the settlement process within twenty (20) days of the court signing the approval order.

WHEREAS, No later than fourteen (14) calendar days from the Effective Date ("Funding Date"), Defendants shall fund the PGSA into an account established by the Settlement Administrator, for administration and distribution in accordance with the PAGA Settlement Agreement and the Court's orders, and failure to timely fund shall, after five (5) calendar days' written notice and opportunity to cure, permit Plaintiff to seek entry of judgment for the unfunded amount plus interest at the legal rate.

WHEREAS, the Parties agree that ILYM Group, Inc., shall be the Settlement Administrator. The Settlement Administrator shall distribute payments for the Attorneys' Fees, the Litigation Costs, the Settlement Administration Costs, the Employee Payments, and the LWDA Payment within fourteen (14) calendar days after receipt of the PGSA from Defendants.

WHEREAS, Prior to mailing the Cover Letter, the Settlement Administrator shall check the addresses provided in the Aggrieved Employees List using the United States Postal Service's National Change of Address database, and update the addresses for known address changes. Should any of the mailings to the Aggrieved Employees of their Cover Letter and Employee Payments be returned as undeliverable, the Settlement Administrator will have seven (7) calendar days after it receives the returned undeliverable mail to search for a more current address for the Aggrieved Employee (via a skip trace or other reasonable method) and re-mail the Cover Letter and Employee Payments to any alternative or updated address obtained by the Settlement Administrator.

WHEREAS, each Aggrieved Employee will be issued one check for his or her Employee Payment which will expire one hundred and eighty (180) calendar days from the date the checks are issued by the Settlement Administrator. After the 180 day-period, the Settlement Administrator shall cancel all checks that have not been cashed or deposited and remit funds associated with such canceled checks to the State Controller's Office, Unclaimed Property Division in the name associated with each Aggrieved Employee whose Employee Payment checks are canceled.

Subject to the Court's approval and order based upon this Stipulation, the Parties shall bear their own respective costs and attorneys' fees, except as otherwise provided in the PAGA Settlement Agreement.

1. NOW THEREFORE, the Parties jointly request that the Court approve the PAGA

Settlement set forth in the PAGA Settlement Agreement and enter judgment in accordance with its terms.

DATED: 6/18/2026

Firmado por:
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JULIO CESAR CASTRO SANCHEZ

DATED: 6/18/2026

DocuSigned by:
1992F9943162470...

LUIS EDGARDO CASTRO MORENO

DATED: 17/07/2026

Peter Bagatourian (Jul 17, 2026 11:39:34 PDT)

PETER BAGATOURIAN for himself and for BEN ASH IRON WORKS, INC.

DATED: 6/17/2026

SIRMABEKIAN LAW FIRM PC

By:

DocuSigned by:
Sarkis Sirmabekian
847C4C6AA169454...

Sarkis Sirmabekian, Esq.
Attorney for Plaintiffs

DATED: 14/07/2026

KAHANA FELD

By:

Brad Stuckey, Esq.
Attorney for Defendants

Ben Ash Stip

Final Audit Report 2026-07-17

Created:	2026-07-14
By:	Benjamin Smith (bsmith@kahanafeld.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAN4lP84xCojY2YggMHwWTr8wo3D7ooWor

"Ben Ash Stip" History

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EXHIBIT A

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made by and between Plaintiff JULIO CESAR CASTRO SANCHEZ; LUIS EDGARDO CASTRO MORENO ("Plaintiffs") and Defendants BEN ASH IRON WORKS, INC.; PETER BAGATOURIAN (collectively, the "Defendants"). The Agreement refers to Plaintiffs and Defendants collectively as "Parties," or individually as "Party."

1. DEFINITIONS.

1.1 "Action" means the Plaintiffs' PAGA lawsuit alleging wage and hour violations against Defendants captioned *Julio Castro, et al. v. Ben Ash Iron Works, Inc., et al.*, Case No. 24STCV12602, and pending in Superior Court of the State of California, County of Los Angeles.

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 this Settlement.

1.4 "Aggrieved Employee" means Defendants and all other non-exempt hourly-paid individuals who are or were employed by Defendants in California and who worked at least one pay period for Defendants in California during the PAGA period.

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

1.6 "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.

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

1.8 "Defense Counsel" means Kahana Feld.

1.9 "Effective Date" means the date on which the Judgment becomes final.

1.10 "Gross Settlement Amount" or "GSA" means $185,000.00 which is the total amount Defendants agrees to pay under the Settlement. The GSA includes Plaintiffs Individual Settlement Amount, LWDA PAGA Payment, Individual PAGA Payments, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment and the

Administrator's Expenses Payment

1.11 "PAGA Gross Settlement Amount" or "PGSA" means the GSA minus Plaintiff's Individual Settlement Amount.

1.12 "PAGA Net Settlement Amount" or "PNSA" means the PGSA minus 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".

1.13 "Individual PAGA Payments" means the Aggrieved Employee's pro rata share of 35% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.

1.14 "Judgment" means the judgment entered by the Court based upon the Final Approval.

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

1.16 "LWDA PAGA Payment" means the 65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (i).

1.17 "PAGA Counsel" means Sarkis Sirmabekian of Sirmabekian Law Firm, PC, the attorneys representing the Plaintiffs in the Action.

1.18 "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.

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

1.20 "PAGA Period" means the period from March 14, 2023 to May 25, 2026.

1.21 "PAGA" means the Private Attorneys General Act (Lab. Code, § 2698 et seq.).

1.22 "PAGA Notice" means Plaintiff s' February 26, 2024 letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a).

1.23 "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 35% to the Aggrieved Employees ($16,922.50) and the 65% to LWDA ($31,427.50) in settlement of PAGA claims.

1.24 "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.

1.25 "Released PAGA Claims" means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5 below.

1.26 "Released Parties" means Defendants and each of their respective former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and/or affiliates.

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

2. RECITALS.

2.1 On May 17, 2024, Plaintiff filed the operative complaint in this Action alleging causes of action against Defendants for Penalties Pursuant to Labor Code §2699, et seq., the Private Attorneys General Act ("PAGA") for violations of Labor Code §§ 201, 202, 203, 226, 432.5, 450, 1174, 1174.5, 510, 558., 1194, 1197, 1199, 1198, 2698, 1182.12,1194.2, 1199, and 2802. (the "Operative Complaint"). Defendants deny 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, subdivision (a), Plaintiff gave timely written notice to Defendants and the LWDA by sending the PAGA Notice.

2.3 On May 25, 2026, the Parties participated in an all-day mediation presided

over by Mark Lemke, Esq., which led to this Agreement to settle the Action.

2.4 Prior to settlement, Plaintiff obtained extensive informal discovery to evaluate the claims and defenses alleged. Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.*, 48 Cal. App. 4th 1794, 1801 (1996) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal. App. 4th 116, 129-130 (2008) (together, "*Dunk/Kullar*").

2.5 The Parties, PAGA 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 <u>Gross Settlement Amount</u>. Defendants promise to pay the total of $185,000.00 and no more as the Gross Settlement Amount ("GSA"). $95,000.00 shall constitute the PAGA Gross Settlement Amount ("PGSA"). $90,000.00 shall constitute Plaintiffs' Individual Settlement Amount for resolution of their non-PAGA causes of action. Defendants shall fund the settlement by tendering the GSA within 14 days of court approval of the PAGA settlement. The PGSA shall be tendered to the Administrator. Plaintiff s' Individual Settlement Amount shall be paid to "Sirmabekian Law Firm Client Trust Account" and mailed with tracking to Sirmabekian Law Firm, Sirmabekian Law Firm, 2600 W Olive Ave #549, Burbank, CA 91505. The Administrator will disburse the entire PGSA without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

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 $38,000.00, and PAGA Counsel Litigation Expenses Payment of not more than $5,000.00. Defendants will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiffs and/or PAGA Counsel will file a stipulation or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. Defendants will cooperate in the execution of a mutually agreeable stipulation. 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 PNSA. 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 Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments, except for employer-side payroll obligations.

3.2.2 To the Administrator: An Administrator Expenses Payment not to exceed $3,650.00, 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 the aforementioned amount, the Administrator will retain the remainder in the PNSA.

3.2.3 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of, $48,350.00 (PNSA") are to be paid by the administrator, with 65% ($31,427.50), allocated to the LWDA PAGA Payment and 35% ($16,922.50) allocated to the Individual PAGA Payments.

3.2.3.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% 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. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.3.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the PNSA. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

3.2.3.3 Individual Settlement: Plaintiffs shall receive an Individual Settlement Amount $90,000.00 from the GSA.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendants estimates there are 45 Aggrieved Employees who worked a total of 2451 PAGA pay periods.

If as of the date of Court Approval of the PAGA Settlement, the number of Pay Periods worked by the Aggrieved employees exceeds 2451 by more than ten (10%) (i.e., 246 or more Pay Periods) than Defendants shall have the option, in their sole discretion, to (a) increase the amount of the Gross Settlement Amount in proportion to the increased percentage (for example, if such increase in Pay Periods is 25% over, then the PAGA Settlement Amount shall increase by 25%), or (b) choose to have the PAGA release period end on the date when the 10% is reached.

Defendants shall provide written notice of their election to Plaintiffs' Counsel within ten (10) calendar days after receiving the updated pay period data.

4.2 Aggrieved Employee Data. Within 20 days, Defendants will simultaneously 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. Defendants have 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 Defendants 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. Defendants shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 14 days after the Effective Date.

4.4 Payments from the Gross Settlement Amount. Within 14 days after Defendants 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 Expenses Payment. Disbursement of 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 returned undelivered without a 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 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 California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

4.4.4 The payment of Individual PAGA Payments shall not obligate Defendants 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 Defendants fully funds the entire Gross Settlement Amount Plaintiffs and PAGA Counsel will release claims against all Released Parties as follows:

5.1 Plaintiffs' Release. Plaintiffs and their 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 [that occurred during the PAGA Period], including, but not limited to: all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the 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, workers' compensation benefits that arose at any time or based on occurrences outside the PAGA Period. Plaintiffs acknowledges that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs 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.

5.2 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 for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, and the PAGA Notice.

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.

5.4 Defendants' Release:

Defendants, on behalf of themselves and their respective past and present parents, subsidiaries, affiliates, officers, directors, employees, agents, representatives, attorneys, insurers, successors, and assigns, release and forever discharge Plaintiff and Plaintiff's current and former spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns from any and all claims, demands, rights, liabilities, and causes of action of every kind and nature—whether known or unknown, suspected or unsuspected—that exist or may exist as of the date of this Agreement.

5.5 Mutual Waiver of Rights Under Civil Code Section 1542:

The Parties expressly waive and relinquish any and all rights under California Civil Code section 1542, which provides:

"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."

Each Party acknowledges that it may later discover facts or legal theories different from, or in addition to, those it now knows or believes to be true, but agrees that the release set forth in this Agreement shall remain in full force and effect notwithstanding the discovery of such different or additional facts or theories.

6. MOTION OR JOINT STIPULATION FOR APPROVAL OF SETTLEMENT.

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

6.1 Plaintiff s' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code section 2699, subdivision (f)(2)) including a draft proposed Order Granting Approval of PAGA Settlement; a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement.

6.2 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the stipulation 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 to the Administrator.

6.3 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 verified that, as a condition of appointment, the Administrator agrees 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 section 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. CONFIDENTIALITY

Neither Plaintiffs nor Plaintiffs' Counsel shall issue a press release, hold a press conference, publish information about the settlement on any website or through any social media or otherwise publicize the settlement or communicate its terms in public or in private, unless ordered by the Court. Notwithstanding the foregoing, Plaintiffs may disclose the terms of this Agreement to Plaintiffs' spouse, attorneys, and tax professionals, provided that such individuals agree to keep the information confidential to the same extent as required by this Agreement.

Nothing in this Agreement prohibits a party from disclosing the Agreement or its terms to prove breach or to enforce its provisions.

Nothing in this Agreement shall prohibit Plaintiffs from disclosing factual allegations pursuant to California Code of Civil Procedure Section 1001, including factual information relating to all claims of harassment, discrimination, or retaliation under the California Fair Employment and Housing Act.

For the avoidance of doubt, it shall not be deemed a breach of this Agreement for Plaintiffs to disclose any and all terms of the Agreement to the Court for purposes of carrying out the dismissals referenced in this Agreement.

To permit judicial review and approval of the Settlement, as required by Labor Code section 2698, *et seq.*, Plaintiffs' Counsel will file the Settlement Agreement with the Court and submit the Settlement to the LWDA as part of the parties' seeking Court approval of the Settlement, per Labor Code § 2699(1)(2).

9. 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.

Pursuant to California Code of Civil Procedure §664.6, the Court may retain jurisdiction over the parties to enforce this Agreement until performance in full of the settlement terms.

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 PAGA Counsel Litigation Expenses Payment, the Parties, 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 GSA.

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 Defendants that any of the allegations in the Operative Complaint have merit or that Defendants has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs 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, Defendants reserves all available defenses to the claims in the Action, and Plaintiffs 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 Plaintiffs and Defendants, 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 and portion of any liability, claim, demand, action, cause of action or right released and discharged by the Party in this Settlement.

10.6 Neutral Reference. Defendants agree to provide a neutral reference, limited to Plaintiffs' dates of employment and job title.

10.7 No Tax Advice. Neither Plaintiffs nor Defendants, nor counsel for either of the Parties, makes any representations or warranties with respect to tax consequences of any payment under this Settlement Agreement. Aggrieved Employees are responsible for correctly characterizing compensation under this Settlement Agreement for tax purposes and paying any taxes owing on said amounts. The Administrator shall issue employees IRS 1099 Forms reflecting payment issued to them under this Agreement. Plaintiffs understand- and agree- that if any action is asserted against Defendants, Defendants' agents, Plaintiffs, Plaintiff s' agents, or by any taxing authority or government agency with respect to the payments to Plaintiffs under this Agreement, they shall be liable for any taxes owed, and further agrees that they will hold Defendants and Defendants' agents free and harmless and indemnify them from and against any demands or lawsuits for payment of income taxes and payroll taxes, interest, or penalties relating to the monies paid to Plaintiffs or for their benefit pursuant to this Agreement.

10.8 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.

10.9 Attorneys' Fees: In the event of any dispute arising out of or relating to the interpretation or enforcement of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable attorneys' fees and costs incurred in connection with such dispute.

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

10.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

10.12 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.

10.13 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.

10.14 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendants 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 California Rules of Court rule. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiffs shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendants unless, prior to the Administrator's payment of all Settlement Funds, Defendants makes a written request to PAGA Counsel for the return, rather than the destruction, of Aggrieved Employee Data.

10.15 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

10.16 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.

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

To Plaintiffs:
Sirmabekian Law Firm
contact@slawla.com

To Defendants:
Kahana Feld
bstuckey@kahanafeld.com

10.18 Execution in Counterparts and Electronic Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Signatures transmitted electronically—whether by PDF, email, DocuSign, or other electronic signature technology—shall be deemed original and valid for all purposes. 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.

10.19 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 Code of Civil Procedure section 583.330 shall extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

IN WITNESS THEREOF, the Parties each acknowledge that he/it has read the foregoing Settlement Agreement, accepts and agrees to the provisions contained in this Settlement Agreement and hereby executes it voluntarily and with full understanding of its consequences.

Dated: 6/18/2026

By: Firmado por: AA56685DCAE54E4

JULIO CESAR CASTRO SANCHEZ

Dated: 6/18/2026

By: DocuSigned by: 1992F9943162470...

LUIS EDGARDO CASTRO MORENO

Dated: June 23, 2026

By: Pete Bagatourian

PETER BAGATOURIAN for himself and for BEN ASH IRON WORKS, INC.

APPROVED AS TO FORM:

Dated: 6/18/2026

SIRMABEKIAN LAW FIRM, PC

By: DocuSigned by: Sarkis Sirmabekian

Sarkis Sirmabekian
Attorney for Plaintiffs

Dated: June 23, 2026

KAHANA FELD

By:

Brad Stuckey, Esq., Esq.
Attorney for Defendants

Signature: Peter (Jul 7, 2026 10:26:28 PDT)

Email: peter@benashiron.com

BAIW - Settlement Agreement

Final Audit Report 2026-07-07

Created:	2026-06-23
By:	Brad Stuckey (bstuckey@kahanafeld.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAHEvM_8twJZ9pDcpGopZBivdu_u0jMBjj

"BAIW - Settlement Agreement" History

Document created by Brad Stuckey (bstuckey@kahanafeld.com)
2026-06-23 - 4:03:26 PM GMT

Document emailed to Peter (peter@benashiron.com) for signature
2026-06-23 - 4:03:44 PM GMT

Email viewed by Peter (peter@benashiron.com)
2026-06-23 - 4:12:07 PM GMT

Email viewed by Peter (peter@benashiron.com)
2026-06-30 - 6:22:20 PM GMT

Email viewed by Peter (peter@benashiron.com)
2026-07-07 - 5:19:38 PM GMT

Document e-signed by Peter (peter@benashiron.com)
Signature Date: 2026-07-07 - 5:26:28 PM GMT - Time Source: server - Signature Appearance Selected: DRAW

Agreement completed.
2026-07-07 - 5:26:28 PM GMT

EXHIBIT B

Gmail

Thank you for your Proposed Settlement Submission

1 message

no-reply@formassembly.com <no-reply@formassembly.com> Mon, Jul 20, 2026 at 10:52 AM

To: contact@slawla.com

07/20/2026 10:52:35 AM

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

Item submitted: Proposed Settlement

On 07/20/2026 10:52:35 AM your Proposed Settlement was successfully processed for case number LWDA-CM-1013204-24

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

EXHIBIT C

Re: **<u>NOTICE OF SETTLEMENT</u>**

Julio Castro, et al. v. Ben Ash Iron Works, Inc., et al.
Superior Court of California for the County of Los Angeles
Case Number: 24STCV12602

Date: ____________

SIMID
Name
Address

Dear Name:

A settlement was reached between Plaintiff JULIO CESAR CASTRO SANCHEZ; LUIS EDGARDO CASTRO MORENO ("Plaintiff") and Defendant(s) BEN ASH IRON WORKS, INC.; PETER BAGATOURIAN ("Defendant(s)") (collectively the "Parties") in Julio Castro, et al. v. Ben Ash Iron Works, Inc., et al., filed in the Superior Court of California for the County of Los Angeles, case number: 24STCV12602 (the "Action"). On ____________, the Superior Court of California for the County of Los Angeles issued an Order approving the Settlement, which was brought pursuant to the Private Attorneys General Act ("PAGA"). An action under PAGA is an enforcement action in which an aggrieved employee acts as a private attorney general to collect penalties from employers. In reaching this settlement, Defendant(s) made no admission of liability and denied the truth of the allegations in the Action. However, to avoid additional expense, inconvenience, and interference with Defendants' business operations, the Parties have concluded that it is in the best interests of the Parties to settle.

This settlement affects certain employees and former employees of Defendant(s). You are receiving this Notice of Settlement because you worked for Defendant(s) at some point from March 14, 2023 through __________ (the date the Court approved the PAGA Settlement and entered a final order and/or Judgment) ("PAGA Period"). Pursuant to the Settlement, enclosed is a check for your share of a portion of the civil penalties. This check will remain valid for 180 days from the date of issuance. If you do not cash your check within 180 days of issuance, the funds will be deposited by the Settlement Administrator with the California State Controller to be deposited in the Unclaimed Property Fund in your name. If you are still employed by Defendant(s), your decision to cash the check will not affect your employment.

Payment of this settlement includes a release of any and all claims pursuant to the *California Labor Code § 2698*, which were alleged based on the facts in the operative Complaint or notice for the California Labor Workforce Development Agency ("LWDA") on behalf of Plaintiff and all aggrieved employees during the PAGA Period. The release includes all claims, rights, demands, liabilities and causes of action that arose during the period from March 14, 2023 through __________, for civil penalties under the PAGA, based on the allegations pled by Plaintiff in the Action: (1) Violation of The Private Attorneys General Act of 2004 ("PAGA"); (2)

Failure to Pay Minimum Wage; (3) Failure to Compensate for All Hours Worked (4) Failure to Pay Overtime Compensation; (5) Failure To Pay Rest Period Compensation; (6) Failure To Pay Meal Period Compensation; (7) Failure To Furnish Accurate Wage and Hour Statements; (8) Failure to Pay Wages Upon Discharge; (9) Statutory Penalties; (10) Failure to Indemnify and Illegal Deductions From Wages and (11) Unfair Competition; including any related claims for attorneys' fees, costs, penalties or interest resulting there from, during the PAGA Period). This release only waives, and is limited to, the aggrieved employees' rights to collect civil penalties under PAGA (*2698 et seq.*).

If you have any questions, you can contact ILYM Group, Inc., the Settlement Administrator, at 1.XXX.XXX.XXXX.

EXHIBIT D

CLASS ACTION ADMINISTRATION
ILYM
GROUP

Case Name: Casteo v. Ben Ash

Tuesday, May 26, 2026

Requesting Attorney:
Sarkis Sirmabekian
Sirmabekian Law Firm
sarkis@slawla.com
818.473.5003

ILYM Group Contact:
Lisa Mullins
ILYM Group, Inc.
lisa@ilymgroup.com
714.878.8836

Estimate For Administrative Solutions: PAGA

KEY ASSUMPTIONS	
Total Number of Aggreived Employees	**45**
Estimated Percentage of Remails	**15%**
Certified Spanish Translation	**No**
ILYM Group Static Website	**No**
NCOA	**Yes**
Case Duration (Years)	**1**

Summary of ILYM Group, Inc.'s Fees & Expenses

Case Startup:	$458.05
Distribution (Includes EIN, Bank Acct * /QSF Setup):	$2,621.95
Case Conclusion:	$570.00
Estimated ILYM Fees & Expenses:	**$3,650.00**

CLASS ACTION ADMINISTRATION
ILYM
GROUP

Case Name: Casteo v. Ben Ash

Tuesday, May 26, 2026

Requesting Attorney's Name: Sarkis Sirmabekian

Activity	Rate Type	Unit Cost	Volume	Amount
CASE STARTUP				
Initial Setup - *Import and Formatting of Data**	Hourly	$150.00	1	$150.00
Project Manager (Case notification and maintenance)	Hourly	$120.00	2	$240.00
NCOA	Flat Rate	$25.00	1	$25.00
Toll-Free Customer Service Representative	Flat Rate	$43.05	1	$43.05
			Subtotal	**$458.05**
DISTRIBUTION (Includes EIN, Bank Acct /QSF Setup)*				
Distribution Setup & Management	Hourly	$150.00	2	$300.00
Account Reconciliation & Distribution Reporting	Hourly	$125.00	2	$250.00
Notice, Check, Stub & Release - (including 1099)	Per Check	$1.50	45	$67.50
USPS First Class 1oz Postage	Per Piece	$0.76	45	$34.20
Remails (Forward/Skip Trace Undeliverables)	Per Piece	$2.50	8	$20.25
Preparation of Taxes	Hourly	$150.00	3	$450.00
Annual Filing of Tax Return	Per Year	$1,500.00	1	$1,500.00
			Subtotal	**$2,621.95**
CASE CONCLUSION				
Data Manager Final Reporting	Hourly	$100.00	1	$100.00
Process Unclaimed Funds	Flat Fee	$350.00	1	$350.00
Declaration	Hourly	$120.00	1	$120.00
			Subtotal	**$570.00**

**ILYM assumes that data will be in a standard format. Client will be notified immediately if not in standard format to correct data or ILYM can convert to standard format @ $150.00 per hour.*

**Additional Bank fees may apply*

Estimated ILYM Fees & Expenses: $3,650.00

ILYM Group's Terms and Conditions

All services to be provided by ILYM Group, Inc. (hereinafter, "ILYM") to Client shall be subject to the following terms and conditions:

Services: Subject to the terms hereof, ILYM agrees to provide the Client with Administration Services (hereinafter, "services") as specified in the Proposal provided to Client to which these Terms and Conditions are attached. The estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make provision for any services or class members/size not delineated in the request for proposal or stipulations. Such services do not in any way constitute legal services or advice. ILYM is performing its services as an Independent Contractor and neither it nor its employees shall be deemed to be employees of the Client.

Mailing and Data Conversion: ILYM’s database administration assumes the Client will provide complete data that includes all information required to send notifications and complete the administration process. Data must be provided in a complete, consistent, standardized electronic format. ILYM’s standard format is Microsoft Excel, however, ILYM may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by ILYM on a time and materials basis, according to ILYM’s Standard Rates.

Charges for Services: Charges to the Client for services shall be on a time and materials basis at our prevailing rates, as the same may change from time to time. Any fee estimates set forth in the proposal are estimates only, based on information provided by Client to ILYM. Actual fees charged by ILYM to Client may be greater or less than such estimate, and Client shall be responsible for the payment of all such charges and expenses in accordance with Section 5 hereof. Charges incurred related to resolving post distribution withholdings and related corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Client to the extent that funds are received from the taxing authorities offset these charges. ILYM may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

Indemnification: Client will indemnify and hold ILYM (and the officers, employees, affiliates and agents harmless against any Losses incurred by ILYM, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by ILYM in accordance with Client’s instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by ILYM pursuant to Clients instructions.

Payment of Charges: ILYM reserves the right to request payment of postage charges and 50% of the final administration charges at the start of the case. ILYM bills are due upon receipt unless otherwise negotiated and agreed to with the Client. In the event settlement terms provide that ILYM is to be paid out of the Settlement Fund, ILYM will request that Counsel endeavor to make alternate payment arrangements for ILYM charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the Settlement Account is funded by, or no later than the time of disbursement. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement, do not affect the Client’s liability to ILYM for payment of services. Services are not provided on a contingency fee basis.

Confidentiality: ILYM maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Client data provided to ILYM by Client in connection herewith. Should ILYM ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Client, ILYM will promptly notify the Client, unless prohibited by applicable law. The Client shall have the option to (1) provide legal representation at the Client's expense to avoid such access or (2) promptly reimburse ILYM for any of its costs, including attorneys’ fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If ILYM is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, ILYM will not be liable for breach of said obligation.

Data Rights: ILYM does not convey nor does the Client obtain any right in the programs, system data, or materials utilized or provided by ILYM in the ordinary course of business in the performance of this Agreement.

Document Retention: Unless directed otherwise in writing by Client, ILYM will destroy undeliverable mail on the effective date of the settlement or the date that the disposition of the case is no longer subject to appeal or review, whichever is later. ILYM will maintain claim forms and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later.

Limitation of damages: ILYM is not responsible to the Client for any special, consequential or incidental damages incurred by Client. Any liability of ILYM to the Client shall not exceed the total amount billed to the Client for the particular services that give rise to any loss.

Termination: The services to be provided under this Agreement may be terminated, at will by the Client upon at least 30 calendar days' prior written notice to ILYM. The Client's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. ILYM may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Client is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Client.

Notice: Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier service to the responsible officer or principal of ILYM or the Client, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.

Force Majeure: To the extent performance by ILYM of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond ILYM’s reasonable control, then such performance shall be excused and this Agreement, at ILYM’s option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

Waiver of Rights: No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in a signed writing.

Jurisdiction: The parties hereto submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby waive any objection to the laying of venue of any such suit, action or proceeding in the Court.

Entire Agreement: These terms and conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.

Sarkis Sirmabekian [SBN 278588]
SIRMABEKIAN LAW FIRM, PC
2600 W Olive Ave, Suite 549
Burbank, California 91505
Telephone: (818) 473-5003
Facsimile: (818) 476-5619
Email: *contact@slawla.com*

Attorney for Plaintiffs,
JULIO CESAR CASTRO SANCHEZ and LUIS EDGARDO CASTRO MORENO

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

JULIO CESAR CASTRO SANCHEZ; LUIS EDGARDO CASTRO MORENO; Plaintiffs, v. BEN ASH IRON WORKS, INC.; PETER BAGATOURIAN; and DOES 1 through 20, inclusive; Defendants.	Case Number: 24STCV12602 *[Honorable Daniel M. Crowley; Department 729]* **[~~PROPOSED~~] ORDER APPROVING SETTLEMENT PURSUANT TO CALIFORNIA LABOR CODE PRIVATE ATTORNEYS' GENERAL ACT AND ENTERING JUDGMENT** Complaint Filed: May 17, 2024

TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

PLEASE TAKE NOTICE THAT the Court has reviewed and considered the *STIPULATION BY ALL PARTIES FOR ORDER APPROVING SETTLEMENT PURSUANT TO CALIFORNIA LABOR CODE PRIVATE ATTORNEYS' GENERAL ACT AND ENTERING JUDGMENT,* and hereby ORDERS:

1. GOOD CAUSE appearing, the Court grants the STIPULATION BY ALL PARTIES FOR ORDER APPROVING SETTLEMENT PURSUANT TO CALIFORNIA LABOR CODE PRIVATE ATTORNEYS' GENERAL ACT, and approves the PAGA Settlement;

2. Judgment is hereby entered in accordance to the terms of the Parties' "PAGA Settlement Agreement";

3. The Entire Action is Dismissed with Prejudice;

4. Pursuant to California Code of Civil Procedure § 664.6, the Court may retain jurisdiction over the parties to enforce this Agreement until performance in full of the settlement terms.

OTHER ORDERS:

The Court sets a Status Conference re Compliance with this order on January 26, 2027 at 8:30 a.m. in Dept. 729 the parties are ordered to file a Joint Status Conferenc Report by January 19, 2027.

IT IS SO ORDERED.

DATED: 07/23/2026

Honorable Daniel M. Crowley
Judge of the Superior Court; Dept. 729
Daniel M. Crowley / Judge