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Attorneys for Plaintiff JAVIER HERNANDEZ,
as an individual and on behalf of all employees similarly situated

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Attorneys for Defendant PRECISE AEROSPACE MANUFACTURING, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

JAVIER HERNANDEZ, as an individual and on
behalf of all employees similarly situated,

Plaintiff,

v.

PRECISE AEROSPACE
MANUFACTURING, INC., a California
Corporation; and DOES 1 through 50,
inclusive,

Defendant.

Case No.: 30-2024-01400056-CU-OE-CXC

[Assigned for all purposes to Hon. David A.
Hoffer, Dept. CX103]

**FIRST AMENDMENT TO JOINT
STIPULATION OF CLASS AND PAGA
REPRESENTATIVE ACTION
SETTLEMENT**

Complaint filed: May 15, 2024
Trial date: Not yet set

FIRST AMENDMENT TO JOINT STIPULATION OF CLASS AND PAGA

REPRESENTATIVE ACTION SETTLEMENT

This First Amendment ("Amendment") to the Joint Stipulation of Class and PAGA Representative Action Settlement ("Settlement Agreement") is made and entered into by and between Plaintiff JAVIER HERNANDEZ, individually, and on behalf of all others similarly situated, ("Plaintiff" or "Class Representative"), and Defendant PRECISE AEROSPACE MANUFACTURING, INC. ("Defendant"). Plaintiff and Defendant are collectively referred to herein as "the Parties."

The Parties hereby agree to amend the Joint Stipulation of Class and PAGA Representative Action Settlement executed by the Parties on April 10, 2025 as follows:

REVISED PROVISIONS

Paragraph 26(k) of the Settlement Agreement is hereby amended and now reads as follows:

26.(k) Allocation of Settlement Payments: The Parties have agreed that Settlement Class Payments will be allocated as follows: 33 and 1/3% wages and 66 and 2/3% penalties and interest. The PAGA Settlement Payment shares to PAGA Employees will be entirely allocated to penalties. Appropriate federal, state and local withholding taxes will be taken out of the wage allocations, and each Class Member will receive an IRS Form W-2 with respect to this portion of the Settlement Payment. The employer's share of payroll taxes and other required withholdings will be paid as set forth above, including but not limited to the Defendant's FICA and FUTA contributions, based on the payment of claims to the Class Members. IRS Forms 1099 will be issued to each Class Member reflecting the payments for penalties and interest. Class Members are responsible to pay appropriate taxes due on the Settlement Payments they receive. To the extent required by law, IRS Forms 1099 and W-2 will be issued to each Class Member with respect to such payments. All PAGA Settlement Payments will be allocated as 100% penalties.

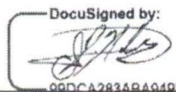
Exhibit B (Notice of Proposed Class and PAGA Representative Action Settlement) to the Settlement Agreement is replaced with the new **Exhibit B** (Amended Notice of Proposed Class and PAGA Representative Action Settlement) attached to this Amendment, which was revised to reflect the above-mentioned revisions in the Settlement Agreement.

Exhibit D (Objection Form) to the Settlement Agreement is replaced with the new **Exhibit D** (Amended Objection Form) attached to this Amendment, which was revised to reflect that Class Member may object orally by appearing in person at the Final Approval Hearing, or by having an attorney object for the Class Member or by submitting an objection in writing.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily execute this First Amendment to Joint Stipulation of Class and PAGA Representative Action Settlement between Plaintiff and Defendants as set forth below.

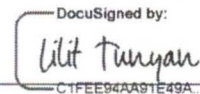
Plaintiff & Class Representative:

Dated: 8/15/2025 | 11:15 a. m. PDT

By:  99DCA283ABA949F
JAVIER HERNANDEZ

Plaintiff's Counsel:

Dated: 8/15/2025 | 11:20 AM PDT

TUNYAN LAW, APC
By:  C1FEE94AA91E49A...
Lilit Tunyan
Artur Tunyan
Attorneys for Plaintiff JAVIER HERNANDEZ

Defendant:

Dated: **PRECISE AEROSPACE MANUFACTURING, INC.**

By: _____
Print Name

Signature

Title

Exhibit D (Objection Form) to the Settlement Agreement is replaced with the new **Exhibit D** (Amended Objection Form) attached to this Amendment, which was revised to reflect that Class Member may object orally by appearing in person at the Final Approval Hearing, or by having an attorney object for the Class Member or by submitting an objection in writing.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily execute this First Amendment to Joint Stipulation of Class and PAGA Representative Action Settlement between Plaintiff and Defendants as set forth below.

Plaintiff & Class Representative:

Dated: By: JAVIER HERNANDEZ

Plaintiff's Counsel:

Dated: TUNYAN LAW, APC

By: _____

Lilit Tunyan
Artur Tunyan

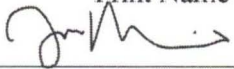
Attorneys for Plaintiff JAVIER HERNANDEZ

Defendant:

Dated: PRECISE AEROSPACE MANUFACTURING, INC.

By: Joe Mannina

Print Name



Signature

CFO

Title

1 **Defendant's Counsel:**

2 Dated: August 19, 2025

CALL & JENSEN A Professional Corporation

3 
4 By: _____
5 John T. Egley
6 Madeleine K. Lee

7 Attorneys for Defendant PRECISE AEROSPACE
8 MANUFACTURING, INC.
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Exhibit “B”

**AMENDED NOTICE OF PROPOSED CLASS AND PAGA REPRESENTATIVE ACTION
SETTLEMENT**

Hernandez v. Precise Aerospace Manufacturing, Inc.
Orange County Superior Court, Case No. 30-2024-01400056-CU-OE-CXC

A Court authorized this Notice. This is not a solicitation by a lawyer. You are not being sued.

IF YOU ARE OR WERE A NON-EXEMPT EMPLOYEE OF PRECISE AEROSPACE MANUFACTURING, INC. ("DEFENDANT") WHO WORKED IN CALIFORNIA AT ANY TIME BETWEEN MAY 15, 2020 and May 26, 2025 (THE "CLASS PERIOD"), THIS PROPOSED CLASS AND PAGA REPRESENTATIVE ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS.

Purpose of this Notice

A proposed settlement (the "Settlement") has been reached in a proposed class and PAGA action lawsuit brought by Plaintiff Javier Hernandez ("Plaintiff") against Defendant, entitled *Hernandez v. Precise Aerospace Manufacturing, Inc.*, Orange County Superior Court, Case No. 30-2024-01400056-CU-OE-CXC (the "Action"). The purpose of this Notice of Proposed Class and Private Attorneys General Act of 2004 ("PAGA") Representative Action Settlement ("Notice") is to briefly describe the Action and to inform you of your rights and options in connection with the Action and the proposed Settlement.

You are receiving this notice because Defendant's records indicate that you worked for Defendant as a non-exempt employee in California for some time between May 15, 2020 and May 26, 2025 ("Class Period"). This means you are a potential Class Member, and you have a right to know about the proposed Settlement.

In addition, you are also a PAGA Employee if you are currently or were formerly employed as a non-exempt employee of Defendant who worked for Defendant within California at any time during the period from May 15, 2023 to May 26, 2025 ("PAGA Period").

This Notice advises you of your options under this Settlement, which include how you can participate in this Settlement and receive your share of the Settlement proceeds, how you can exclude yourself from the class Settlement, or how you can object to the class Settlement.

What is the case about?

On May 15, 2024, Plaintiff filed a putative class action. On July 22, 2024, Plaintiff filed a First Amended Complaint alleging the following claims against Defendant: (1) failed to pay all wages; (2) failed to provide meal periods; (3) failed to authorize and permit rest periods; (4) failed to timely pay all wages at termination; (5) failed to furnish accurate itemized wage statements; (6) failure to indemnify necessary business expenses; (7) violated California's Unfair Competition Law, California Business and Professions Code § 17200 *et seq.*; and (8) violated provisions of the Labor Code giving rise to civil penalties under the Labor Code Private Attorneys General Act of 2004 [Lab. Code § 2699, *et seq.*] ("PAGA").

PAGA allows employees to file a representative action on behalf of themselves, other current and former employees, and the State of California to seek recovery of civil penalties for alleged Labor Code violations.

The Action seeks unpaid wages for a class of all current and former non-exempt employees of Defendant who worked in California at any time during the Class Period (the "Class" or "Class Members"). The Action also seeks penalties under PAGA for all current and former non-exempt employees of Defendant who worked in California at any time during the PAGA Period ("PAGA Employees").

Defendant denies each and every allegation in the Action, denies any liability or wrongdoing of any kind, and believes that it treated, and continues to treat its employees fairly and in full compliance with the law. Defendant denies all claims and allegations in the Action, Defendant denies that Defendant owes any penalties to Plaintiff, Class Members, PAGA Employees, and/or the State of California. Defendant asserts that Defendant has fully complied with all applicable wage and hour laws, California Labor Code sections, and other provisions of law noted below. The Court has not made a determination about Plaintiff's allegations. This Notice is not to be understood as an expression of any opinion by the Court as to the merits of the claims.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
DO NOTHING – GET MONEY	If you do nothing, you will be considered a “Settlement Class Member” in the Settlement and will receive your individual settlement share under the Settlement if the Court finally approves the Settlement. You will also give up rights to assert the Released Claims against Defendant as explained more fully below.
EXCLUDE YOURSELF FROM THE CLASS SETTLEMENT. DEADLINE TO EXCLUDE YOURSELF: <<RESPONSE DEADLINE>>	You have the option to exclude yourself from the Class Settlement. If you choose to do so, you must mail to the Administrator, in writing, a completed Request for Exclusion Form. If you exclude yourself, you will NOT receive any payment under the Settlement (other than based on the PAGA Claim, if applicable). Request for Exclusion Forms must be submitted by <<RESPONSE DEADLINE>>.
OBJECT TO THE SETTLEMENT. DEADLINE TO SUBMIT WRITTEN OBJECTIONS: <<RESPONSE DEADLINE>>	To object to the Class Settlement, you must either mail a written explanation of why you do not agree with the Settlement to the Settlement Administrator by completing and submitting the Objection Form, appear at the Final Approval Hearing, or hire an attorney at your expense to object for you. This option is available only if you do <u>not</u> exclude yourself from the Settlement. Do <u>not</u> submit a Request for Exclusion Form if you wish to object. <i>Written</i> objections must be submitted by <<RESPONSE DEADLINE>>.

What are the Settlement terms?

Subject to final Court approval, Defendant will pay a maximum total payment under the Settlement of \$225,000.00 (the “Gross Settlement Amount”) for: (a) individual Settlement Class Payments to Settlement Class Members; (b) the Service Payment to Plaintiff (up to \$7,500.00); (c) attorneys’ fees (not to exceed 33 and 1/3% of the Gross Settlement Amount, \$75,000.00) and litigation costs to Class Counsel (not to exceed \$20,000) (“Class Counsel’s Fees and Costs”); (d) the amount of \$20,000.00 allocated toward civil penalties under the PAGA (the “PAGA Allocation”), of which the LWDA will be paid 75% (i.e. \$15,000.00 (“PAGA Penalty Payment”) and the remaining 25% (i.e. \$5,000.00) will be distributed to PAGA Employees (the “PAGA Settlement Payments”); and (e) payment to the Settlement Administrator for settlement administration services (estimated to be no more than \$5,550) (“Administrative Expenses”).

The “Net Settlement Amount” will be calculated by deducting from the Gross Settlement Amount the Class Counsel’s Fees and Costs, the Service Payment to Plaintiff, the PAGA Penalty Payment, and the Administrative Expenses. Settlement Class Payments and PAGA Settlement Payments (defined below) will be paid from the Net Settlement Amount.

Class Members who do not timely and properly request to be excluded from the Settlement (the “Settlement Class Members”) will receive a pro-rata share of the Net Settlement Amount, less the PAGA Settlement Payments totaling \$5,000.00, based upon the total number of workweeks worked by the Settlement Class Member during the Class Period (the “Settlement Class Payment”). The portion of the Net Settlement Amount paid to a Settlement Class Member = Net Settlement Amount (minus \$5,000.00 set aside for all PAGA Settlement Payment) × (the work weeks worked by a Settlement Class Member ÷ the work weeks worked by all Settlement Class Members).

PAGA Employees will receive a pro-rata share of the \$5,000.00 from the PAGA Settlement allocated to PAGA Employees (the “PAGA Settlement Payment”) based upon the total number of pay periods worked by each PAGA Employee during the PAGA Period, regardless of whether they request exclusion from the Settlement. The portion of the PAGA Settlement Payment paid to a PAGA Employee = \$5,000.000 × the pay periods worked by a PAGA

Employee (during the PAGA Period) ÷ the pay periods worked by all PAGA Employees (during the PAGA Period).

The total payment to an individual, including their Settlement Class Payment and PAGA Settlement Payment, is their "Individual Settlement Payment". Your estimated Individual Settlement Payment is <<Estimated Payment>>, which includes your payment from the Class settlement in the estimated amount of <<Estimated Individual Settlement Class Payment>> and your payment from the PAGA settlement in the estimated amount of <<Estimated Individual PAGA Settlement Payment>>. This is just an estimate. Your final share will be determined by the Settlement Administrator.

The above estimates are based on Defendant's records showing you worked [REDACTED] Workweeks during the Class Period and worked [REDACTED] Pay Periods during the PAGA Period. You may seek to dispute the number of your workweeks. Such challenges must: (i) be in writing; (ii) state your full name; (iii) include a statement that you are seeking to challenge your estimated Individual Settlement Payment set forth in this Class Notice; (iv) state the number of workweeks you believe you have worked during the Class Period; and (v) be mailed to the Settlement Administrator with a postmark date on or before <<RESPONSE DEADLINE>> (the "Response Deadline") at:

You must produce documentary evidence supporting your contention. The Settlement Administrator will evaluate the evidence submitted and make a decision as to which figures should be applied. The parties shall file with the Court all Workweeks Disputes submitted by Class Members together with the evidence submitted by Class Members, and the decision made based on that evidence. Although the Settlement Administrator may make the initial decision regarding the Workweeks Disputes, the Court may review any decision made by the Settlement Administrator regarding Workweeks Disputes. If the Class Member, who disputed Covered Workweeks, does not agree with the decision made by the Settlement Administrator, the court may review any decision made by the Settlement Administrator regarding Covered Workweeks' disputes and will make a final decision. If the Class Member, who disputed Covered Workweeks, does not challenge the Settlement Administrator's decision, the Settlement Administrator's decision becomes final.

For tax reporting purposes, the payments to Class Members will be allocated 33 and 1/3% wages and 66 and 2/3% penalties and interest. All PAGA Settlement Payments will be allocated as 100% penalties. The wage portion of the Individual Settlement Payments shall be subject to the withholding of applicable local, state, and federal taxes, and the Settlement Administrator shall deduct applicable employee-side payroll taxes from the wage portion of the Individual Settlement Payments. The portion of the Individual Settlement Payments allocated as civil penalties, and interest shall be classified as other miscellaneous income and reported on IRS Form 1099-MISC if required by governing tax laws. Any taxes owed on that other miscellaneous income will be the responsibility of Class Members receiving those payments. The employer's share of any payroll taxes will be separately paid by Defendant.

All checks for Individual Settlement Payments paid to Class Members will remain valid and negotiable for one hundred eighty (180) days from the date of the checks' issuance and shall thereafter automatically be void if not claimed or negotiated by a Class Member within that time. Any Individual Settlement Payment that is not claimed or negotiated by a Class Member within one hundred eighty (180) days of issuance shall be transmitted to the California State Controller's Office to be held as unclaimed property in the name of each check recipient who is the payee of the check. Even if the Individual Settlement Payment is not cashed, claimed or negotiated by the Class Member within the one hundred eighty (180) days from the date of the checks' issuance, the Settlement Class Member shall remain bound by the Released Class Claims, unless the Class Member submitted a timely and valid Request for Exclusion Form.

The "Effective Date" of the Settlement will be the date by when both of the following have occurred: (a) the Court enters a judgment on its order granting final approval of this settlement; and (b) the judgment is final. The judgment is final as of the latest of the following occurrences: (a) if no participating Class Member objects to the Settlement, the day the Court enters judgment; (b) if one or more participating Class Members objects to this settlement, the day after the deadline for filing a notice of appeal from the judgment; or if a timely appeal from the judgment is filed, the day after the appellate court affirms the judgment and issues a remittitur. Defendant will fund the Gross Settlement Amount within twenty (20) days after the Effective Date. The Settlement Administrator shall mail checks no later than fourteen (14) calendar days of receipt of the Gross Settlement Amount from Defendant.

PLEASE BE PATIENT AND UPDATE THE SETTLEMENT ADMINISTRATOR WITH YOUR NEW ADDRESS IF YOU MOVE AFTER RECEIVING THIS NOTICE OR YOU RECEIVED THIS NOTICE AS FORWARDED MAIL.

None of the Parties or their attorneys make any representations concerning the tax consequences of this Settlement or your participation in it. Class Members should consult with their own tax advisors concerning the tax consequences of the Settlement. Class Counsel is unable to offer advice concerning the state or federal tax consequences of payments to any Class Member. You are responsible for tax payments, if any, that result from Settlement Class Payments and PAGA Settlement Payments. 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).

What claims are being released by the proposed Settlement?

Released Class Claims. Those Class Members who do not submit a timely and valid Request for Exclusion Form to the Settlement Administrator (i.e. Settlement Class Members), on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, upon full payment of Gross Settlement Amount, shall fully and finally release and discharge Defendant and each of Defendant's respective past, present and future heirs, executors, administrators, parents, subsidiaries and affiliates, successors and assigns; and the past, present and future shareholders, managers, officers, partners, members, agents, contractors, employees, attorneys, insurers, predecessors, acquirors, successors and assigns of any of the foregoing; and any other individual or entity that could be jointly liable with Defendant for the claims asserted in the Complaint in the Action ("Released Parties") from the Released Class Claims.

Released Class Claims are defined as all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Complaint in the Action and the PAGA Notices submitted by Plaintiff predicated on any of the violations of the California Labor Code, Business and Professions Code, and the applicable IWC Wage Order as alleged in the Complaint including but not limited to, claims for restitution and other equitable relief, liquidated damages, or penalties; and any other benefit, wages, penalties, interest, attorneys' fees, costs, or other amounts, to the extent permissible, claimed on account of the allegations or the primary rights asserted in the Complaint for alleged violations of California Labor Code sections 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226(a) 226.3, 226.7, 510, 512, 558, 558.1, 6400, 6401, 6402, 6403, 6404, 1174, 1174.5, 1175, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197, 1198, 1199, 2802, 6427, 6428, 6429 ("Released Class Claims"). Class Members do not release any claims that cannot be released by law including, without limitation, claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

Released PAGA Claims. In addition, upon full payment of Gross Settlement Amount, all PAGA 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 Complaint in the Action and the PAGA Notice submitted by Plaintiff predicated on any of the violations of the California Labor Code, Business and Professions Code, and the applicable IWC Wage Order as alleged in the Complaint including but not limited to, claims for restitution and other equitable relief, liquidated damages, or penalties; and any other benefit, wages, penalties, interest, attorneys' fees, costs or other amounts, to the extent permissible, claimed on account of the allegations or the primary rights asserted in the Complaint for alleged violations of California Labor Code sections 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226(a) 226.3, 226.7, 510, 512, 558, 558.1, 6400, 6401, 6402, 6403, 6404, 1174, 1174.5, 1175, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197, 1198, 1199, 2802, 6427, 6428, 6429, to the extent permissible ("Released PAGA Claims").

What are my options in this matter?

You have two options under this Settlement, each of which is further discussed below. You may: (A) remain in the Class and receive an Individual Settlement Payment; or (B) exclude yourself from the Settlement. If you choose option (A), you may also object to the Settlement, as explained below.

OPTION A. Remain in the Class. If you wish to remain in the Class and be eligible to receive an Individual Settlement Payment, **you do not need to take any action.** By remaining in the Class and receiving settlement monies to resolve your class claims, you consent to the release of the Class Released Claims as described above.

If you are a PAGA Employee, you will automatically be included and issued your PAGA Settlement Payment. This means you will release the PAGA Released Claims.

Any amount paid to Settlement Class Members will not count or be counted for determination of eligibility for, or calculation of, any employee benefits (for example, vacations, holiday pay, retirement plans, non-qualified deferred compensation plans, etc.), or otherwise modify any eligibility criteria under any employee pension benefit plan or employee welfare plan sponsored by Defendant, unless otherwise required by law.

Objecting to the Settlement: If you are a Class Member, and you do not request exclusion from the Settlement, you may object to the Settlement before final approval of the Settlement by the Court by submitting a written objection or presenting your objection at the Final Approval Hearing.

To assert an objection to the Settlement, a Settlement Class Member must submit an Objection Form to the Settlement Administrator by first class U.S. mail at the address specified on the Notice in the Objection Form not later than _____. If you choose not to submit a written objection using the Objection Form, the written objection must include: (1) your full name, address, and last four digits of your Social Security number; (2) your signature; (3) the case and number (*Hernandez v. Precise Aerospace Manufacturing, Inc.*, Orange County Superior Court, Case No. 30-2024-01400056-CU-OE-CXC); ; and (4) be postmarked on or before <<RESPONSE DEADLINE>> and submitted to the Settlement Administrator at the address listed above. Any Class Member who fails to timely submit their written objections in the manner specified above may still appear and object at the Final Approval Hearing. **Even if you submit an objection, you will be bound by the terms of the Settlement, including the release of Released Class and PAGA Claims as set forth above, unless the Settlement is not finally approved by the Court.**

Regardless of the form, an objection alone will not satisfy the requirement that a Class Member must formally intervene and become a party of record in the action to appeal a Judgment entered following an Order finally approving this Settlement, as is required under the California Supreme Court decision of *Hernandez v. Restoration Hardware*, 4 Cal. 5th 260 (2018).

OPTION B. Request to Be Excluded from the Class and Receive No Money from the Class Action Portion of the Settlement (PAGA Employees Still Will Receive Their Share of the PAGA Employee Payment). You may not seek exclusion from the PAGA portion of this Settlement. However, if you do not want to be part of the Class Settlement, you must complete and return the included Request for Exclusion Form to the Settlement Administrator. In order to be valid, your Request for Exclusion form must be signed, dated, and include the last four digits of your social security number (to confirm your identity and make certain that only persons requesting exclusion are removed from the settlement).

The Request for Exclusion Form (to remove you from the Class Settlement) must be postmarked on or before <<RESPONSE DEADLINE>>. If you do not submit a Request for Exclusion form on time (as evidenced by the postmark), your request to be excluded from the Settlement will be rejected, you will be deemed a Settlement Class Member, and you will be bound by the release of Released Claims as described above and all other terms of the Settlement. If you submit a Request for Exclusion Form by the deadline to request exclusion, you will not be issued an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims), and will not have any right to object to, appeal, or comment on the Class Settlement. PAGA Employees cannot opt out or exclude themselves from the PAGA Settlement Payment and will still be issued a PAGA Settlement Payment and be bound by the Released PAGA Claims, irrespective of whether they submit a Request for Exclusion Form and irrespective of whether they cash their Individual Settlement Payment.

IMPORTANT: DO NOT SUBMIT A REQUEST FOR EXCLUSION FORM IF YOU WISH TO BE INCLUDED IN THE CLASS SETTLEMENT AND RECEIVE YOUR SHARE OF THE MONEY AVAILABLE TO YOU AS PART OF THE SETTLEMENT.

What is the next step in the approval of the Settlement?

The Court will hold a Final Approval Hearing on <<FINAL APPROVAL HEARING DATE & TIME>>, in Department CX103 of the Orange County Superior Court, Orange County Superior Court, located at 751 W. Santa Ana Boulevard, Santa Ana, California 92701. As described above, if you wish to attend the Final Approval Hearing remotely, you can do it through the court's online check-in process available through the court's website at <https://www.occourts.org/media-relations/civil.html>. If you wish to attend the Final Approval Hearing in person, you can attend it at Orange County Superior Court, 751 W. Santa Ana Boulevard, Santa Ana, California

92701. The Final Approval Hearing may be continued without further notice to Class Members. You are not required to attend the Final Approval Hearing to receive an Individual Settlement Payment.

If the Court grants Final Approval of the Settlement, the Order granting Final Approval and entering a Judgment, the First Amended Complaint, the notice letter to the LWDA, the Settlement Agreement, and this Notice will be posted on a website by the Settlement Administrator for a period of at least 180 days following the entry of that Order in the Court record. That website is: <<[website](#)>>.

Who are the attorneys representing the Parties?

The attorneys representing the Parties in the Action are:

Class Counsel

Lilit Tunyan

ltunyan@tunyanlaw.com

Artur Tunyan

atunyan@tunyanlaw.com

TUNYAN LAW, APC

535 N. Brand Blvd., Suite 285

Glendale, California 91203

Telephone: (323) 410-5050

Defendant's Counsel

John T. Egley

jegley@calljensen.com

Madeleine K. Lee

mlee@calljensen.com

CALL & JENSEN

A Professional Corporation

610 Newport Center Drive, Suite 700

Newport Beach, CA 92660

Tel: (949) 717-3000

How can I get additional information?

This Notice summarizes the Action and the basic terms of the Settlement. More details are in the Joint Stipulation of Class and PAGA Representative Action Settlement and First Amendment to the Joint Stipulation of Class and PAGA Representative Action Settlement attached to the Declaration of Lilit Tunyan in Support of Plaintiff's Motion for Preliminary Approval and Supplemental Declaration of Lilit Tunyan in Support of Plaintiff's Motion for Preliminary Approval. The Joint Stipulation of Class and PAGA Representative Action Settlement, First Amendment to the Joint Stipulation of Class and PAGA Representative Action Settlement and all other records relating to the Action are available for inspection and/or copying at the Civil Records Office of the Orange County Superior Court. You may also view documents filed in this case on the Court's website at <https://ocjustice.occourts.org/civilwebShoppingNS/Search.do#searchAnchor>. You may need the case number to access and view case documents (30-2024-01400056-CU-OE-CXC). NOTE: If you choose to access documents online, the Court will charge you a fee for access.

PLEASE DO NOT CONTACT THE COURT FOR INFORMATION REGARDING THIS SETTLEMENT. If you have any questions, you may call or write to [Settlement Administrator] (the "Settlement Administrator") using the contact information at the top of this correspondence.

Exhibit “D”

AMENDED OBJECTION FORM

Superior Court of California for the County of Orange
Hernandez v. Precise Aerospace Manufacturing, Inc.
Case No. 30-2024-01400056-CU-OE-CXC

USE AND RETURN THIS FORM ONLY IF YOU WISH TO OBJECT TO THE CLASS SETTLEMENT.

If you do not wish to object to the Class Settlement, you should NOT fill out this form. You do not need to take any action.

If you wish to object to the Class Settlement, you may object (1) by appearing in person (including through an audio or video call appearance as allowed by the Court) at the Final Approval Hearing to explain any objection, (2) by having an attorney object for the Class Member, or (3) by submitting a simple written brief or statement of objection to the Settlement Administrator using this form. If you choose to object in writing by using this form you must write your name, address, and last four digits of your Social Security number, sign on the following page, and return this form by mail or delivery to the Settlement Administrator, at the following mailing address, postmarked or delivered on or before **[RESPONSE DEADLINE--60 days following the date of mailing]**.

TBD

[INSERT MAILING ADDRESS]

I wish to object to the Class Settlement on the following grounds:

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper appears to be a standard notebook page or a sheet of stationery.

[illegible]

Full Name: _____

Street Address: _____

City, State, Zip Code: _____

Telephone Number: (____) _____

Last four digits of your SSN: _____

Signature of Class Member (or Legal Representative): _____

Date: _____