

Lilit Tunyan (SBN 329351)
ltunyan@tunyanlaw.com
Artur Tunyan (SBN 349174)
atunyan@tunyanlaw.com
TUNYAN LAW, APC
535 N. Brand Blvd., Suite 285
Glendale, California 91203
Telephone: (323) 410-5050

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

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. Randall J.
Sherman, Department CX105]

**CLASS AND PAGA REPRESENTATIVE
ACTION**

**SUPPLEMENTAL DECLARATION OF
LILIT TUNYAN IN SUPPORT OF
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
AND PAGA REPRESENTATIVE ACTION
SETTLEMENT**

Reservation N: 74544108
Date: October 13, 2025
Time: 1:30 p.m.
Courtroom: Dept. CX103
Judge: Hon. David A. Hoffer

Action Filed: May 15, 2024
Trial: Not Set

1 **SUPPLEMENTAL DECLARATION OF LILIT TUNYAN**

2 I, LILIT TUNYAN, declare as follows:

3 1. I am admitted, in good standing, to practice as an attorney in the State of California, the
4 United States District Courts for the Central, Eastern, Southern and Northern Districts of California. I am
5 the founding partner at the law firm of Tunyan Law, APC. I am a fully qualified, adult resident of the
6 State of California, and, if called as a witness herein, I would testify truthfully to the matters set forth
7 herein. All of the matters set forth herein are within my personal knowledge, except those matters that
8 are stated to be upon information and belief. As to such matters, I believe them to be true. I am one of
9 the attorneys of record for Plaintiff JAVIER HERNANDEZ (“Plaintiff”).

10 2. This Supplemental Declaration is submitted in support of Plaintiff’s Motion for
11 Preliminary Approval of Class and PAGA Representative Action Settlement.

12
13 **CHANGES TO THE SETTLEMENT FOLLOWING THE COURT’S AUGUST 7, 2025 TENTATIVE**
14 **RULING**

15 3. Following receipt of the Court’s Tentative Ruling that set forth items requiring correction
16 or further briefing, the Parties revised a settlement document by entering into the FIRST AMENDMENT
17 TO JOINT STIPULATION OF CLASS AND PAGA REPRESENTATIVE ACTION SETTLEMENT
18 (“Settlement” or “Settlement Agreement”), and a revised version of the associated Notice of Proposed
19 Class and PAGA Representative Action Settlement (**Exhibit B** to the Settlement Agreement) (“Notice”),
20 a revised version of the associated Objection Form (**Exhibit D** to the Settlement Agreement) and revised
21 the Proposed Order.

22 4. The corrections or supplemental briefing required by the Court in the Settlement
23 Agreement, the Notice, the Objection Form and Proposed Order are as follows:

- 24 1) To reduce the attorneys’ fees request to 30% by amendment to the Settlement Agreement
25 and the Notice or provide documentation and support for any request higher than this
26 percentage at the final approval stage.
- 27 2) To revise Paragraph 26(k) of the Settlement Agreement to allocate Settlement Class
28 Payments as follows: 33 and 1/3% wages and 66 and 2/3% penalties and interest instead

of 20% wages and 80% penalties interest or provide an explanation as to why the wage allocation of taxes is not at least 33 and 1/3%.

- 3) To propose a realistic Final Approval Hearing date.
- 4) To correct the proposed order and the Notice to state the correct department and judge.
- 5) To revise the Objection Form to reflect that the objection may either be in writing, or a class member may orally object or otherwise offer comments at the Final Approval Hearing.

5. In response, the following changes have been made and supplemental materials have been submitted:

- 1) Plaintiff shall provide documentation and support for request of attorneys' fees higher than 30% at the final approval stage.
- 2) The Settlement was revised in Paragraph 26(k) of the Settlement Agreement to allocate Settlement Class Payments as follows: 33 and 1/3% wages and 66 and 2/3% penalties and interest instead of 20% wages and 80% penalties interest.
- 3) The Amended Proposed Order concurrently filed with this declaration states realistic Final Approval Hearing date.
- 4) The Notice and proposed order were revised to state the correct department and judge and to revise the Settlement Class Payments' tax allocation to make it consistent with the revised allocation in the Settlement.
- 5) The Objection Form was revised to reflect that Class Member may object by appearing in person at the Final Approval Hearing to explain any objection, by having an attorney object for the Class Member, or by submitting a simple written brief or statement of objection to the Settlement Administrator. The Notice and Settlement in Paragraph 26 (W) already included a detailed explanation that Class Member may either object in writing or orally by appearing at the Final Approval Hearing. The Objection Form was revised to make it clear in the Objection Form as requested by this Court.

EXHIBITS

6. As noted above, a true and correct copy of the FIRST AMENDMENT TO JOINT

1 STIPULATION OF CLASS AND PAGA REPRESENTATIVE ACTION SETTLEMENT is attached
2 hereto as **Exhibit “1.”** The Settlement includes Exhibits B and D.

3 7. A true and correct copy of a redlined version of the AMENDED JOINT STIPULATION
4 OF CLASS ACTION AND PAGA ACTION SETTLEMENT is attached hereto as **Exhibit “2”**.

5 8. A true and correct copy of a redlined version of the Amended Notice of Proposed Class
6 and PAGA Representative Action Settlement is attached hereto as **Exhibit “3”**.

7 9. A true and correct copy of a redlined version of the Amended Objection Form is attached
8 hereto as **Exhibit “4”**.

9 10. A true and correct copy of the redlined version of the revised Proposed Order is attached
10 hereto as **Exhibit “5”**.

11 11. Attached hereto as **Exhibit “6”** is a Proof of Service of the proposed amended settlement
12 papers to the Department of Industrial Relations, through its online submission portal.

13 PAGA SETTLEMENT NOTIFICATION TO DIR

14 12. Counsel for Plaintiff provided notice of the requested approval of the PAGA settlement
15 through the online submission portal.

16 I declare under penalty of perjury, under the laws of the State of California, that the foregoing is
17 true and correct. Executed this 27th day of August 2025, at Glendale, California.

18 

19 _____
20 LILIT TUNYAN, “Declarant”
21
22
23
24
25
26
27
28

Exhibit “1”

Lilit Tunyan (SBN 329351)
ltunyan@tunyanlaw.com
Artur Tunyan (SBN 349174)
atunyan@tunyanlaw.com
TUNYAN LAW, APC
535 N. Brand Blvd., Suite 285
Glendale, California 91203
Telephone: (323) 410-5050

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

John T. Egley (SBN 232545)
jegley@calljensen.com
Madeleine K. Lee (SBN 258520)
mlee@calljensen.com
CALL & JENSEN
A Professional Corporation
610 Newport Center Drive, Suite 700
Newport Beach, CA 92660
Tel: (949) 717-3000

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.

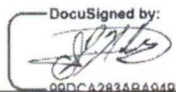
Exhibit B (Notice of Proposed Class and PAGA Representative Action Settlement) to the Settlement Agreement is replaced with the new **Exhibit B** (Amended Notice of Proposed Class and PAGA Representative Action Settlement) attached to this Amendment, which was revised to reflect the above-mentioned revisions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

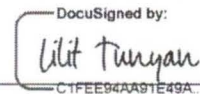
Plaintiff & Class Representative:

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

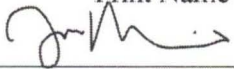
Attorneys for Plaintiff JAVIER HERNANDEZ

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.
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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.

This image shows a blank sheet of white paper with horizontal blue ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Full Name: _____

Street Address: _____

City, State, Zip Code: _____

Telephone Number: (____) _____

Last four digits of your SSN: _____

Signature of Class Member (or Legal Representative): _____

Date: _____

Exhibit “2”

Lilit Tunyan (SBN 329351)
ltunyan@tunyanlaw.com
Artur Tunyan (SBN 349174)
atunyan@tunyanlaw.com
TUNYAN LAW, APC
535 N. Brand Blvd., Suite 285
Glendale, California 91203
Telephone: (323) 410-5050

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

John T. Egley (SBN 232545)
jegley@calljensen.com
Madeleine K. Lee (SBN 258520)
mlee@calljensen.com
CALL & JENSEN
A Professional Corporation
610 Newport Center Drive, Suite 700
Newport Beach, CA 92660
Tel: (949) 717-3000

Attorneys for Defendant PRECISE AEROSPACE MANUFACTURING, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE 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~~Randall J. Sherman~~, Department CX1035]

**AMENDED JOINT STIPULATION OF
CLASS AND PAGA REPRESENTATIVE
ACTION SETTLEMENT**

Action Filed: May 15, 2024
Trial Date: Not set

AMENDED JOINT STIPULATION OF CLASS AND PAGA REPRESENTATIVE ACTION

SETTLEMENT

This Amended-Joint Stipulation of Class and PAGA Representative Action Settlement (“Settlement Agreement” or “Settlement” or “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 STIPULATE AND AGREE as follows:

DEFINITIONS

1. “Action” means Plaintiff’s lawsuit alleging wage and hour violations against Defendant entitled *Hernandez v. Precise Aerospace Manufacturing, Inc.*, pending in Orange County Superior Court, Case No. 30-2024-01400056-CU-OE-CXC is referred to herein as the “Action.”
2. “Complaint” refers to the operative complaint, which is the First Amended Complaint.
3. “Class Period” means the period from May 15, 2020 through the date the Court grants preliminary approval of this settlement or May 26, 2025, whichever is earlier.
4. “Class” or “Class Members” consist of: All current and former non-exempt employees of Defendant worked within the State of California at any time during the Class Period. “Settlement Class Members” are those Class Members who do not submit timely exclusion requests to the Settlement Administrator. Defendant’s best estimate is that the Class included approximately 86 individuals as of February 26, 2025.
5. “Class Counsel” means TUNYAN LAW, APC.
6. “Class Representative” or “Plaintiff” means Plaintiff JAVIER HERNANDEZ.
7. “Covered Workweeks” means the number of weeks Class Members worked for Defendant in California during the Class Period. “Covered Workweek” is defined as any week during which a Class Member worked for Defendant for at least one day, during the Class Period. Defendant may determine the Covered Workweeks using each Class Members’ dates of employment or, if feasible to do so, determine Covered Workweeks by excluding workweeks where no hours were worked due to a leave of absence, vacation, or other reason.

1 8. “Response Deadline” means sixty (60) days after the Settlement Administrator initially
2 mails the Notice Packet to Settlement Class Members and the last date on which Settlement Class
3 Members may submit a request for exclusion or written objection to the Settlement. In the case of a re-
4 mailed Notice Packet, the Response Deadline will be the later of 60 calendar days after initial mailing or
5 14 calendar days from re-mailing. The Response Deadline may be extended only as expressly described
6 herein.

7 9. “Defendant’s Counsel” means CALL & JENSEN A Professional Corporation.

8 10. “PAGA Allocation” means the amount that the Parties have agreed to allocate to resolution
9 of the claim for violation of the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§
10 2698, *et seq.*, “PAGA”). The Parties have agreed that the PAGA Allocation will be \$20,000.00 from the
11 Gross Settlement Amount. Pursuant to PAGA, Seventy Five Percent (75%), or \$15,000.00, of the PAGA
12 Allocation will be paid to the LWDA (“PAGA Penalty Payment”), and Twenty Five Percent (25%), or
13 \$5,000.00, of the PAGA Allocation will be included in the Net Settlement Amount for PAGA Employees
14 (“PAGA Settlement Payment”).

15 11. “PAGA Period” means the period from May 15, 2023 through the date the Court grants
16 preliminary approval of this settlement or May 26, 2025, whichever is earlier.

17 12. “PAGA Employees” means all Class Members that worked at any time during the PAGA
18 Period. PAGA Employees cannot opt out of the settlement of the PAGA claim.

19 13. “PAGA Pay Periods” means the number of pay periods PAGA Employees worked during
20 the PAGA Period. “PAGA Pay Period” is defined as any week during which a PAGA Employee worked for
21 Defendant for at least one day, during the PAGA Period. Defendant may determine the PAGA Pay Periods
22 using each PAGA Employee’s dates of employment or, if feasible to do so, determine PAGA Pay Periods by
23 excluding PAGA Pay Periods where no hours were worked due to a leave of absence, vacation, or other reason.

24 14. “Released Class Claims” means the claims being released as described in Paragraph 37
25 below.

26 15. “Released PAGA Claims” means the claims being released as described in Paragraph 37
27 below.

28 16. “Settlement Payments” means all of the payments to Settlement Class Members

1 (“Settlement Class Payments”) and all of the payments to the PAGA Employees (“PAGA Settlement
2 Payments”).

3 **STIPULATED BACKGROUND**

4 17. On May 15, 2024, Plaintiff filed a putative Class Action alleging the following labelled
5 causes of action: (1) failure to pay all wages; (2) failure to provide meal periods; (3) failure to provide rest
6 periods; (3) failure to maintain and provide accurate itemized wage statements; (5) failure to indemnify
7 necessary business expenses; (6) failure to timely pay all wages and final wages; (7) Unfair Business
8 Practices in violation of Bus. & Prof. Code § 17200 et seq. On July 22, 2024, Defendant filed his First
9 Amended Complaint adding the Private Attorneys General Act (“PAGA”) cause of action. In the
10 Complaint, Plaintiff sought to represent all persons that worked for Defendant in California as an hourly-
11 paid, non-exempt employee at any time during the period beginning four years before the filing of the
12 initial complaint and ending when Notice to the Class is sent.

13 18. Plaintiff satisfied the administrative exhaustion requirement that is a prerequisite to filing a
14 claim for Civil Penalties under the Labor Code Private Attorneys General Act of 2004 [Lab. Code § 2699,
15 et seq.] (“PAGA”) by submission of the notice to the LWDA and Defendant on May 14, 2024.

16 19. Solely for purposes of settling this case, the Parties and their respective counsel stipulate
17 and agree that the requisites for establishing class certification with respect to the Class Members have
18 been met and are met.

19 20. Should, for whatever reason, the Settlement not become effective, class certification as part
20 of the Settlement shall have no bearing on, and shall not be admissible in connection with whether Class
21 Members and/or the class claims should be certified in a non-Settlement context in this Action or in any
22 other lawsuit. Defendant expressly reserves their right to oppose class certification in this or any other
23 action should this Settlement not become effective.

24 21. Defendant denies any liability or wrongdoing of any kind whatsoever associated with the
25 claims alleged in the Action, and Defendant further denies that, for any purpose other than settling this
26 lawsuit, the action is appropriate for class or representative treatment. Defendant contends, among other
27 things, that it has complied at all times with the California Labor Code and the applicable Wage Orders of
28 the Industrial Welfare Commission. Furthermore, with respect to all claims, Defendant contends that it

has complied at all times with the California Business and Professions Code.

22. It is the desire of the Parties to fully, finally, and forever settle, compromise, and discharge all disputes and claims arising from or related to the Complaint.

23. Class Counsel has conducted a thorough investigation into the facts of this Action, including an extensive review of relevant documents, and has diligently pursued an investigation of the claims of the class and PAGA claims against Defendant. Based on its own independent investigation and evaluation, Class Counsel is of the opinion that the Settlement with Defendant for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Class and PAGA employees in light of all known facts and circumstances, including the risk of significant delay, the risk the Class will not be certified by the Court, defenses asserted by Defendant, and numerous potential appellate issues. Defendant and Defendant's Counsel also agree that the Settlement is fair and in the best interest of the Class.

24. The Parties agree to cooperate and take all steps necessary and appropriate to obtain preliminary and final approval of this Settlement. Class Counsel is responsible for preparing the motion for preliminary approval of the Settlement as well as any motion for final approval. Both Class Counsel and Defendant's Counsel shall provide a declaration in support of approval motion informing the court as to whether the parties, after making reasonable inquiry, are aware of any class, representative or other collective action in any other court that asserts claims similar to those asserted in the action being settled. If any such actions are known to exist, the declarations shall also state the name and case number of any such case and the procedural status of that case and describe the impact of the settlement on that case.

25. The Parties agree to stay all proceedings in the Action, except such proceedings necessary to implement and complete the Settlement, pending the Final Approval hearing to be conducted by the Court.

PRIMARY TERMS OF SETTLEMENT

26. NOW THEREFORE, in consideration of the mutual covenants, promises and agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

- (a) It is agreed by and among the Settlement Class, PAGA Employees, and Defendant that this case and any claims, damages, or causes of action arising out of the

disputes which are the subject of this case, be settled and compromised as between the Settlement Class, PAGA Employees, and Defendant, subject to the terms and conditions set forth in this Settlement and the approval of the Court.

- (b) Effective Date: 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.

- (c) Gross Settlement Amount: Defendant's maximum total payment under the Settlement, including all attorney's fees and costs, the Service Payment to Class Representative, the costs of settlement administration, the PAGA Allocation, and any other payments provided by this Settlement, is Two Hundred Twenty-Five Thousand Dollars and Zero Cents (\$225,000.00) ("Gross Settlement Amount"), subject to the Escalator Clause and except that, to the extent that any portions of the Class Members' Settlement Payments constitute wages, Defendant will be separately responsible for any employer payroll taxes required by law, including the employer FICA, FUTA, and SDI contributions.

- (d) Escalator Clause: Defendant estimates that the number of Class Members was approximately 86 individuals as of February 26, 2025, and the number of Covered Workweeks worked in the Class Period for those Class Members was approximately 3,889 as of that date. If it is later determined that, the number of Covered Workweeks in the Class Period is more than 10% greater than the estimated number of workweeks as of February 26, 2025, i.e. exceeds 4,278 workweeks, at Defendant's sole election, Defendant can either: (1) have the Gross

Settlement Amount increased proportionally by the Covered Workweeks actually worked in the Class Period in excess of 4,278 Covered Workweeks by a pro-rata dollar value equal to the number of Covered Workweeks in excess of 4,278 Covered Workweeks (For example, if there is a 1% increase over 10% then the Gross Settlement Amount increases by 1%); or (2) the Class Period shall end on the date the number of Covered Workweeks reaches 4,278. Should Defendant elect option (2) above and end the Class Period early, then Defendant shall notify Class Counsel of its election no later than seven (7) days after Defendant has received sufficient information to determine that the actual number of Covered Workweeks exceeds 4,278. (the "Escalator Clause").

- (e) Non-reversionary Settlement: No portion of the Gross Settlement Amount will revert to Defendant.
- (f) No Claims Required: Class Members will not be required to submit a claim to receive their Settlement payment.
- (g) Net Settlement Amount: The Net Settlement Amount shall be calculated by deducting from the Gross Settlement Amount the following sums, subject to approval by the Court: (1) attorney's fees (not to exceed 33 and 1/3% of the Gross Settlement Amount, or \$75,000.00); (2) reasonable litigation costs (not to exceed \$20,000.00); (3) the Service Payment to Class Representative (not to exceed \$7,500.00); (4) the PAGA Penalty Payment in the amount of \$15,000.00 (which is 75% of the PAGA Allocation); and (5) costs of settlement administration (estimated not to exceed \$7,000.00). Settlement Payments to the Class Members and PAGA Employees will be calculated by the Settlement Administrator and paid out of the Net Settlement Amount as set forth below.
- (h) Payroll Taxes and Required Withholdings: To the extent that any portions of the Settlement Class Members' Settlement Payments constitute wages, Defendant will be separately responsible for any **employer** payroll taxes required by law, including the employer FICA, FUTA, and SDI contributions. Except for any

1 employer payroll taxes, it is understood and agreed that Defendant's maximum
2 total liability under this Settlement shall not exceed the Gross Settlement Amount.
3 The Settlement Administrator will calculate and submit the Defendant's employer
4 share of payroll taxes after advising Defendant of the total amount owed, in
5 aggregate, as employer-side payroll taxes and receiving a lump sum payment from
6 Defendant in that amount when the Gross Settlement Amount is delivered to the
7 Settlement Administrator.

8 (i) Settlement Class Payments (Excludes PAGA Payments): Settlement Class
9 Payments will be paid out of the Net Settlement Amount. Each Settlement Class
10 Member (i.e., those Class Members who do not opt out of the Class Settlement, as
11 defined above) will be paid a pro-rata share of the Net Settlement Amount, less the
12 PAGA Settlement Payments totalling \$5,000.00, as calculated by the Settlement
13 Administrator. The pro-rata share will be determined by comparing the individual
14 Settlement Class Member's Covered Workweeks employed during the Class
15 Period in California to the total Covered Workweeks of all the Settlement Class
16 Members during the Class Period as follows: [Workweeks worked by a Settlement
17 Class Member] ÷ [Sum of all Covered Workweeks worked by all Settlement Class
18 Members] × [Net Settlement Amount – all PAGA Settlement Payments] =
19 individual Settlement Payment for a Settlement Class Member. Settlement Class
20 Payments in the appropriate amounts will be distributed by the Settlement
21 Administrator by mail to the Settlement Class Members. Uncashed, unclaimed or
22 abandoned checks, shall be transmitted to the California Controller's Office, as set
23 forth below.

24 (j) PAGA Payments: PAGA Settlement Payments will be paid out of the Net
25 Settlement Amount. Each PAGA Employee will be paid a pro-rata share of the
26 PAGA Employees' PAGA Settlement Payment, as calculated by the Settlement
27 Administrator. Class Members will not be permitted to exclude themselves from
28 this portion of the Settlement. The pro-rata share will be determined by comparing

the individual PAGA Employees' PAGA Pay Periods during the PAGA Period to the total PAGA Pay Periods of all the PAGA Employees during the PAGA Period as follows: [PAGA Pay Periods worked by a PAGA Employee] ÷ [Sum of all PAGA Pay Periods worked by all PAGA Employees] × [PAGA Settlement Payment to Employees, i.e. \$5,000.00] = individual PAGA Employee's portion of the PAGA Settlement Payment. PAGA Settlement Payments to PAGA Employees in the appropriate amounts will be distributed by the Settlement Administrator by mail to the PAGA Employees at the same time Settlement Class Payments issue to the Settlement Class. Uncashed, unclaimed or abandoned checks, shall be transmitted to the California Controller's Office, as set forth below. The LWDA's PAGA Penalty Payment will issue to the LWDA at the same time Settlement Payments issue to the Settlement Class.

(k) Allocation of Settlement Payments: The Parties have agreed that Settlement Class Payments will be allocated as follows: ~~33 and 1/3%~~~~20%~~ wages and ~~66 and 2/3%~~~~80%~~ 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' 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.

(l) Settlement Payments Do Not Give Rise to Additional Benefits: All Settlement

1 Payments to individual Class Members shall be deemed to be paid to such Class
2 Member solely in the year in which such payments actually are received by the
3 Class Member. It is expressly understood and agreed that the receipt of such
4 Settlement Payments will not entitle any Class Member to additional compensation
5 or benefits under any company bonus, contest or other compensation or benefit
6 plan or agreement in place during the period covered by the Settlement, nor will it
7 entitle any Class Member to any increased retirement, 401(k) benefits or matching
8 benefits or deferred compensation benefits. It is the intent that the Settlement
9 Payments provided for in this Settlement are the sole payments to be made by
10 Defendant to the Class Members, and that the Class Members are not entitled to
11 any new or additional compensation or benefits as a result of having received the
12 Settlement Payments (notwithstanding any contrary language or agreement in any
13 benefit or compensation plan document that might have been in effect during the
14 period covered by this Settlement).

15 (m) Attorney's Fees and Costs: Subject to approval by the Court, Defendant will not
16 object to Class Counsel's application for attorney's fees not to exceed 33 and 1/3%
17 of the Gross Settlement Amount (\$75,000.00) and reimbursement of litigation
18 costs and expenses not to exceed \$20,000.00. Approved attorney's fees and
19 litigation costs shall be paid at the same time Settlement Payments issue to the
20 Settlement Class.

21 (n) Service Payment: Subject to Court approval, and in exchange for a
22 general release and for representing Class Members, Defendant will not
23 object to Class Counsel's application for a payment of up to \$7,500.00 to
24 Plaintiff for service as a Class Representative ("Service Payment"). It is
25 understood that the Service Payment is in addition to the individual
26 Settlement Payment to which a Class Representative is entitled to along
27 with the other Class Members. This Settlement is not contingent upon
28 the Court awarding Plaintiff any particular amount in Class

Representative Service Payment. Any amount requested by Plaintiff for the Class Representative Service Payment and not awarded by the Court shall become part of the Net Settlement Amount and shall be distributed to Participating Class Members as part of their Individual Settlement Payments. In exchange, Plaintiff and his respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to all claims, demands, rights, liabilities and causes of action of every nature and description whatsoever, known or unknown, asserted or that might have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule or regulation arising out of, relating to, or in connection with any act or omission by or on the part of any of the Released Parties arising out of, based upon, or relating to Plaintiff's employment with Defendant or the remuneration for or termination of such employment committed or omitted prior to the execution of the Settlement Agreement. ("Plaintiff's Release.") Plaintiff's Release does not extend to any claims or actions to enforce the Settlement Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them. ("Plaintiff's Released Claims"). For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of Section 1542 of the California Civil Code, which reads: A general release

1 does not extend to claims which the creditor or releasing party does not
2 know or suspect to exist in his or her favor at the time of executing the
3 release, which if known by him or her must have materially affected his or
4 her settlement with the debtor or Released Party.

5 a. Defendant or the Settlement Administrator will issue an IRS Form 1099
6 for the Service Payment to Plaintiff. Plaintiff will be solely and legally
7 responsible for correctly characterizing this compensation on personal
8 income tax returns for tax purposes and for paying any taxes on the
9 amounts received and shall hold harmless Released Parties, Class Counsel,
10 and Defense Counsel from any claim or liability for taxes, penalties, or
11 interest arising as a result of payment of the Class Representative Service
12 Payment.

13 b. Plaintiff agrees not to opt out or object to the Service Payment as the Class
14 Representative.

- 15 (o) Settlement Administrator: The Settlement Administrator will be ILYM Group Inc.
16 Settlement Administration Costs are estimated not to exceed \$7,000. ILYM Group,
17 Inc.'s low bid for settlement administration services in the amount of **\$5,550.00**
18 was selected as the lowest bid from a competitive bidding process. The costs of
19 the Settlement Administrator for work done shall be paid regardless of the outcome
20 of this Settlement. Settlement Administration Expenses shall not exceed the
21 estimate of the Settlement Administrator to administrate the settlement. Defendant
22 and Defendant's counsel shall not enter into any contractual relationship with the
23 Settlement Administrator. Fees of the Settlement Administrator shall be paid out of
24 the Gross Settlement Amount. To the extent the Court awards payment of
25 Settlement Administration Expenses that is less than the amount requested, the
26 remainder shall become part of the Net Settlement Amount as defined herein.
27 Defendant and Defendant's counsel shall not bear any responsibility for errors or
28

omissions in the calculation of or distribution of the settlement payments or development of the list of recipients of settlement payments.

- (p) Funding of Settlement Account: Defendant will fund the Gross Settlement Amount within twenty (20) calendar days from the Effective Date. Defendant shall also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Settlement Administrator with Gross Settlement Amount.
- (q) Distribution and Mailing of Settlement Payments: The Settlement Administrator shall mail checks for Individual Settlement Class Payments and Individual PAGA Settlement Payments and distribute the Class Counsel's Fees and Costs, Service Payment to Plaintiff, LWDA's PAGA Penalty Payment, and the Settlement Administration Costs no later than fourteen (14) calendar days after Defendant funds the Gross Settlement Amount.
- (r) Notice of Settlement: Each Class Member will be mailed a notice setting forth the material terms of the proposed Settlement, along with instructions about how to object or request exclusion from the proposed class action Settlement ("Notice") attached to this Agreement as **Exhibit B** as well as Objection Form and Exclusion Form attached to this Agreement as **Exhibits C and D** (together with "Notice" "Notice Packet"). For each Class Member, there will be pre-printed information on the mailed Notice, based on Defendant's records, stating the Class Member's Covered Workweeks during the Class Period and the estimated total Settlement Payment under the Settlement, including the Settlement Class Payment and the PAGA Settlement Payment that will be distributed irrespective of any exclusion request.
- (s) Settlement Notice Language: The Notice Packet will issue in English and Spanish.
- (t) Class Members Cannot Exclude Themselves from the Released PAGA Claims: Class Members submitting a Request for Exclusion will nevertheless receive their pro-rata share of the PAGA Settlement Payment. If the Court approves the

1 compromise of the PAGA Claim, all Class Members are bound by the Court's
2 resolution of the PAGA Claim. Plaintiff shall serve a notice of settlement on the
3 California Labor and Workforce Development Agency at or before the time
4 Plaintiff files the motion for preliminary approval.

5 (u) Resolution of Covered Workweeks Disputes: Defendant's records will be
6 presumed determinative, absent credible evidence to rebut the accuracy of the
7 Covered Workweeks credited to a Class Member based thereon. If a Class
8 Member disputes the Covered Workweeks credited to him or her, as stated in the
9 Notice, the Class Member must submit written correspondence to the Settlement
10 Administrator that is postmarked no later than the Response Deadline explaining
11 the basis for the dispute and including any supporting documentation showing that
12 the Covered Workweeks credited to him or her is inaccurate. The Settlement
13 Administrator must encourage the challenging Class Member to submit supporting
14 documentation. If a Class Member disputes the accuracy of Defendant's records
15 used to calculate Covered Workweeks, the Settlement Administrator will evaluate
16 the evidence submitted by the Class Member and make a decision as to which
17 figures should be applied. The parties shall file with the court all Workweeks
18 Disputes submitted by Class Members together with the evidence submitted by
19 Class Members, and the decision made based on that evidence. If the Class
20 Member, who disputed Covered Workweeks, does not agree with the decision
21 made by the Settlement Administrator, the court may review any decision made by
22 the Settlement Administrator regarding Covered Workweeks' disputes and will
23 make a final decision. If the Class Member, who disputed Covered Workweeks,
24 does not challenge the Settlement Administrator's decision, the Settlement
25 Administrator's decision becomes final.

26 (v) Right of Class Member to Request Exclusion from the Settlement: Any
27 Class Member may request to be excluded from the Class by returning a
28 completed "Request for Exclusion" form to the Settlement Administrator

1 within the Response Deadline. The form of Request for Exclusion that
2 will accompany the Notice is attached hereto as **Exhibit “C.”** The
3 Request for Exclusion Form accompanying the Notice will be pre-printed with
4 the Class Member’s name and address to facilitate identification by the
5 Settlement Administrator. To be complete, the Class Member must sign and
6 date the Request for Exclusion Form and include the last four digits of their
7 social security number. The name and last four digits of the Social Security
8 number provided by the Class Member on the Request for Exclusion Form must
9 match Defendant’s records as provided to the Settlement Administrator, or
10 match Defendant’s records for that particular Class Member. The name and
11 Social Security number provided by the Class Member will be deemed to match
12 Defendant’s records only if: (1) both the first name and the last name and the
13 last four digits of the Social Security number provided by the Class Member
14 match Defendant’s records; (2) the first name and the last four digits of the
15 Social Security number provided by the Class Member match Defendant’s
16 records and it appears the last name has been changed as a result of a change in
17 marital status or is a shortened or lengthened version of the name that appears in
18 Defendant’ records; or (3) the last four digits of the Social Security number and
19 last name match Defendant’s records and the first name provided is either a
20 nickname or a shortened or lengthened version of the name that appears in
21 Defendant’ records. Each Class Member who does not submit a Request for
22 Exclusion Form in compliance with this paragraph will be deemed to be a
23 Settlement Class Member. Settlement Class Members will be bound by all
24 terms of the Settlement Agreement and the final approval order and final
25 judgment. Any Class Member who submits a Request for Exclusion Form will
26 not be a Settlement Class Member, will not be entitled to receive any Settlement
27 Class Payment, and will not be bound by the Released Class Claims or have any
28 right to object, appeal, or comment thereon. No later than thirty (30) calendar
days before the final approval hearing, the Settlement Administrator shall

1 provide counsel for the Parties with a complete list of all Class Members who
2 have submitted a complete, valid, and timely Request for Exclusion Form
3 (“Exclusion List”). All Requests for Exclusion shall be submitted to the court.
4 (w) Right of Settlement Class Member to Object to The Settlement: Any Class
5 Member may object to the Settlement. To object, the Class Member may (1)
6 appear in person (including through an audio or video call appearance as allowed
7 by the Court) at the Final Approval Hearing to explain any objection, (2) have an
8 attorney object for the Class Member, or (3) submit a simple written brief or
9 statement of objection to the Settlement Administrator in the form attached hereto
10 as **Exhibit “D”**. If any Class Member chooses to submit a written objection not in
11 the form attached hereto as Exhibit “D”, the written objection must include: (1) the
12 objector’s full name, address, last four digits of his or her Social Security number,
13 and signature; (2) the case name and number. Class Counsel shall ensure that any
14 written objections are transmitted to the Court for the Court’s review (either by
15 Class Counsel or as an attachment to declaration from the Settlement
16 Administrator). Regardless of the form, an objection alone will not satisfy the
17 requirement that a Settlement Class Member must either make a timely complaint
18 in intervention before final judgment or by file a motion to set aside and vacate the
19 class judgment under Code of Civil Procedure § 663 to have standing to appeal
20 entry of judgment approving this Settlement, as is required under the California
21 Supreme Court decision of *Hernandez v. Restoration Hardware*, 4 Cal. 5th 260
22 (2018). If the objecting Class Member does not formally intervene in the action or
23 move to set aside any judgment and/or the Court rejects the Class Member’s
24 objection, the Class Member will still be bound by the terms of this Agreement.
25 Class Counsel and Defendant’s Counsel may, at least five (5) calendar days (or
26 some other number of days as the Court shall specify) before the final approval
27 hearing, file responses to any written objections submitted to the Court.
28

1 **THE SETTLEMENT ADMINISTRATOR'S PRIMARY DUTIES**

2 27. Subject to the Court's approval, and subject to reconsideration by the Parties after a
3 competitive bidding process, the Parties have agreed to the appointment of ILYM Group Inc. to perform
4 the customary duties of Settlement Administrator. The Settlement Administrator will mail the Notice
5 Packet, both in English and Spanish, to the Class Members.

6 28. The Settlement Administrator will independently review the Covered Workweeks
7 attributed to each Class Member and will calculate the estimated amounts due to each Class Member and
8 the actual amounts due to each Settlement Class Member in accordance with this Settlement. The
9 Settlement Administrator shall report, in summary or narrative form, the substance of its findings. The
10 Settlement Administrator shall be granted reasonable access to Defendant's records in order to perform its
11 duties.

12 29. In accordance with the terms of this Settlement, and upon receipt of Gross Settlement
13 Amount from Defendant, the Settlement Administrator will issue and send out the Settlement Payment
14 checks to the Class Members. Tax treatment of the Settlement Payments will be as set forth herein, and in
15 accordance with state and federal tax laws. All disputes relating to the Settlement Administrator's
16 performance of its duties shall be referred to the Court, if necessary, which will have continuing
17 jurisdiction over the terms and conditions of this Settlement until all payments and obligations
18 contemplated by this Settlement have been fully carried out.

19 30. The Settlement Administrator will post the First Amended Complaint, the notice letter to
20 LWDA, the Settlement Agreement, the court orders granting preliminary and final approval of the
21 Settlement and final judgment approving the Settlement, the Notice Packet on the Settlement
22 Administrator's website for a period of not less than 180 calendar days after the final judgment is entered.
23 The address of that website will be included in the Notice.

24 **ATTORNEY'S FEES AND COSTS**

25 31. In consideration for resolving this matter and in exchange for the release of all claims by
26 the Class Members, including Plaintiff, and subject to approval by the Court, Defendant will not object to
27 Class Counsel's application for attorney's fees not to exceed 33 and 1/3% of the Gross Settlement Amount
28 (\$75,000.00 of \$225,000.00) and litigation costs not to exceed \$20,000.00. The amounts set forth above

will cover all work performed and all fees and costs incurred to date, and all work to be performed and all fees and costs to be incurred in connection with the approval by the Court of this Settlement and administration of the Settlement. Should the Court approve a lesser amount(s) of attorney's fees and/or attorneys' costs, the difference between the lesser amount(s) and the maximum amount set forth above shall be added to the Net Settlement Amount. Class Counsel shall disclose to the Court any fee sharing agreements in existence. Plaintiff and/or Class Counsel request Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment with final approval motion. This Settlement is not contingent upon the Court awarding Class Counsel any particular amount in Class Counsel Fees Payments and/or Class Counsel Litigation Expenses Payments. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion of the Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Released Parties and Defense Counsel harmless, and indemnifies Released Parties and Defense Counsel, from any dispute or controversy regarding any division or sharing of any of these Payments. There will be no additional charge of any kind to either the Settlement Class Members or request for additional consideration from Defendant for such work.

THE NOTICE PROCESS

32. A Notice in approximately the form attached hereto as **Exhibit "B"**, the Request for Exclusion in approximately the form attached hereto as **Exhibit "C"** and the Objection Form in approximately the form attached hereto as **Exhibit "D"** (referred to jointly below as the "Notice packet") and as approved by the Court, shall be sent by the Settlement Administrator to the Class Members by first class mail. The Notice packet shall be translated into Spanish so that Spanish and English language versions of the Notice packet are included in the mailing. Any returned envelopes from this mailing with forwarding addresses will be utilized by the Settlement Administrator to forward the Notices to the Class.

- 1 (a) Within 15 calendar days from the date of preliminary approval of this Settlement
2 by the Court, Defendant shall provide to the Settlement Administrator a class
3 database containing the following information for each Class Member: (1) name;
4 (2) last known address; (3) social security number; and (4) dates of employment at
5 Defendant' location in California. This database shall be based on Defendant'
6 payroll and other business records and shall be provided in a format acceptable to
7 the Settlement Administrator. Defendant agrees to consult with the Settlement
8 Administrator prior to the production date to ensure that the format will be
9 acceptable to the Settlement Administrator. The Settlement Administrator will run
10 a check of the Class Members' addresses against those on file with the U.S. Postal
11 Service's National Change of Address List; this check will be performed only once
12 per Class Member by the Settlement Administrator. Absent mutual written
13 agreement of counsel for the Parties or Court order, the Settlement Administrator
14 will keep this database confidential and secure and use it only for the purposes
15 described herein, and will return this database to Defendant upon final approval of
16 the settlement or destroy electronic records containing the database after the
17 Settlement is final and all payments are distributed as required under this
18 Agreement. However, Plaintiff's Counsel shall be entitled to review anonymized
19 data showing the workweeks worked by each Class Member, with Class Member
20 identity concealed through use of an employee number or number assigned by the
21 Settlement Administrator.
- 22 (b) Within 14 calendar days after the Class database is provided to the Settlement
23 Administrator, the Settlement Administrator will mail the Notices to the Class
24 Members by First Class United States mail.
- 25 (c) Notices returned to the Settlement Administrator as non-deliverable on or before
26 the initial Response Deadline shall be resent to the forwarding address, if any, on
27 the returned envelope. A returned Notice will be forwarded by the Settlement
28 Administrator any time that a forwarding address is provided with the returned

mail. If there is no forwarding address, the Settlement Administrator will do a computer search for a new address using the Class Member's social security number or other information. In any instance where a Notice is re-mailed, that Class Member will have until the extended Response Deadline as described above. A letter prepared by the Settlement Administrator will be included in the re-mailed Notice in that instance, stating the extended Response Deadline if different than the original Response Deadline. Upon completion of these steps by the Settlement Administrator, Defendant and the Settlement Administrator shall be deemed to have satisfied their obligations to provide the Notice to the affected Class Member. The affected Class Member shall remain a member of the Settlement Class and shall be bound by all the terms of the Settlement and the Court's Order and Final Judgment.

- (d) Class Counsel shall provide to the Court, at least five calendar days prior to the final approval hearing, or such other date as set by the Court, a declaration by the Settlement Administrator of due diligence and confirming mailing of the Notices.

DISPOSITION OF SETTLEMENT PAYMENTS AND UNCASHED CHECKS

33. As set forth above, each Class Member will have until the expiration of the applicable Response Deadline to submit to the Settlement Administrator any challenge or dispute to the Class Member's Covered Workweek information on the Notice. No disputes will be honored if they are submitted after the Response Deadline, unless the Parties mutually agree to accept the untimely dispute. Each Class Member is responsible to maintain a copy of any documents sent to the Settlement Administrator and a record of proof of mailing.

34. The Settlement Administrator shall cause the Settlement Payments to be mailed to the Settlement Class Members and PAGA Employees as provided herein. Settlement Class Payments and PAGA Payments may be combined into one check. Settlement Payment checks shall remain valid and negotiable for 180 calendar days from the date of their issuance. Settlement Payment checks will automatically be cancelled by the Settlement Administrator if they are not cashed by the Class Member within that time, and the Class Member's relevant claims will remain released by the Settlement.

Settlement Payment checks which have expired will not be reissued.

35. Funds from uncashed or abandoned Settlement Payment checks, based on a 180-day void date, shall be transmitted to the California State Controller's Office for Unclaimed Property in the name of each Class Member who failed to cash their Settlement Payment check prior to the void date.

36. Upon completion of its calculation of Settlement Payments, the Settlement Administrator shall provide Class Counsel and Defendant's Counsel with a report listing the amounts of all payments to be made to Class Members (to be identified anonymously by employee number or other identifier). A Declaration attesting to completion of all payment obligations will be provided to Class Counsel and Defendant's Counsel and filed with the Court by Class Counsel.

RELEASE BY THE CLASS

37. Upon the final approval by the Court of this Settlement and Defendant's payment of all sums due pursuant to this Settlement, and except as to such rights or claims as may be created by this Settlement, Class Representative, the Class and each Class Member who has not submitted a valid and timely request for exclusion as to claims other than the PAGA claim, will release claims as follows:

(a) **Identity of Released Parties.** The released parties are 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 (collectively "Released Parties").

(b) **Date Release Becomes Effective.** The Released Claims will be released upon the later of (1) the Settlement's Effective Date, or (2) the satisfaction of Defendant's obligation to provide to the Settlement Administrator a sum in the amount required to satisfy all required payments and distributions pursuant to this Settlement and the Order and Judgment of final approval. Class Members will not release the Released Class Claims or Released PAGA Claims until both the Effective Date of

the Settlement has occurred, and Defendant have paid all amounts owing under the Settlement.

(c) **Claims Released by Settlement Class Members.** Each and every Class Member, 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, unless he or she has submitted a timely and valid Request for Exclusion (which will not effectuate an opt-out from the release of Released PAGA Claims), hereby releases Released Parties from the following claims for the entire Class Period:

- 1) 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'

1 compensation, or claims based on facts occurring outside the Class
2 Period.

- 3 2) in addition, all PAGA Employees are deemed to release, on behalf of
4 themselves and their respective former and present representatives, agents,
5 attorneys, heirs, administrators, successors, and assigns, the Released
6 Parties from all claims for PAGA penalties that were alleged, or reasonably
7 could have been alleged, based on the PAGA Period facts stated in the
8 Complaint in the Action and the PAGA Notice attached hereto as **Exhibit**
9 **A** submitted by Plaintiff predicated on any of the violations of the
10 California Labor Code, Business and Professions Code, and the applicable
11 IWC Wage Order as alleged in the Complaint including but not limited to,
12 claims for restitution and other equitable relief, liquidated damages, or
13 penalties; and any other benefit, wages, penalties, interest, attorneys' fees,
14 costs or other amounts claimed, to the extent permissible, on account of the
15 allegations or the primary rights asserted in the Complaint for alleged
16 violations of California Labor Code sections 201, 202, 203, 204, 210,
17 218.5, 218.6, 226, 226(a) 226.3, 226.7, 510, 512, 558, 558.1, 6400, 6401,
18 6402, 6403, 6404, 1174, 1174.5, 1175, 1182.12, 1194, 1194.2, 1197,
19 1197.1, 1197, 1198, 1199, 2802, 6427, 6428, 6429, to the extent
20 permissible ("Released PAGA Claims").

21 **DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL**

22 38. The Parties shall submit this Settlement Agreement to the Court in support of Plaintiff's
23 unopposed motion for preliminary approval for determination by the Court as to its fairness, adequacy, and
24 reasonableness. Upon execution of this Settlement Agreement, Plaintiff shall apply to the Court for the
25 entry of an order:

- 26 (a) Scheduling a final approval and fairness hearing on the question of whether the
27 proposed Settlement, including payment of attorney's fees and costs, LWDA
28 payment and the Class Representative's service payment, should be finally

- approved as fair, reasonable, and adequate as to the members of the Class;
- (b) Certifying a Class;
 - (c) Approving as to form and content the proposed Notice Packet;
 - (d) Directing the mailing of the Notice Packet;
 - (e) Preliminarily approving the Settlement, subject only to the objections of Class Members as to the Class Settlement and final review by the Court;
 - (f) Conditionally appointing Plaintiff and Class Counsel as representatives of the proposed Class Members; and,
 - (g) Appointing ILYM Group Inc. as the Settlement Administrator, and order the Settlement Administrator to issue Notices as outlined above.

39. Defendant and their counsel agree to cooperate to obtain approval of the Settlement, pursuant to the terms set forth herein. If the Parties disagree on any aspect of the proposed Motion for Preliminary or Final Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary or Final Approval or conditions Preliminary or Final Approval on any change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

DUTIES OF THE PARTIES FOLLOWING FINAL COURT APPROVAL

40. In conjunction with the hearing of a motion for final approval by the Court of the Settlement provided for in this Settlement Agreement, Class Counsel will provide to Defendant's Counsel for review and approval and then submit to the Court a proposed final order and judgment containing provisions sufficient to accomplish the following:

- (a) Approving the Settlement, adjudging the terms thereof to be fair, reasonable and adequate, and directing consummation of its terms and provisions;
- (b) Approving Class Counsel's application for an award of attorney's fees and costs;
- (c) Approving the Service Payment to the Class Representative;
- (d) Adjudging the Settlement Administrator has fulfilled its initial notice and reporting

1 duties under the Settlement.

2 (e) Adjudging Plaintiff and Class Counsel may adequately represent the Settlement
3 Class for the purpose of entering into and implementing the Agreement;

4 (f) Entering a final judgment in the action as to all PAGA and Class Claims and
5 related issues;

6 (g) Adjudging that notwithstanding the submission of a timely request for exclusion,
7 Class Members are still bound by the settlement and release of the Released PAGA
8 Claims or remedies under the Judgment pursuant to *Arias v. Superior Court*, 46
9 Cal. 4th 969 (2009), as requests to be excluded from the Settlement do not apply to
10 the Released PAGA Claims, and further affirms that the State's claims for civil
11 penalties pursuant to PAGA are also extinguished;

12 (h) Directing the posting of the settlement documents provided in Paragraph 30 and
13 final judgment on a website maintained by the Settlement Administrator for a
14 period of not less than 180 calendar days after entry of final judgment.

15 Any revised final judgments will also be provided to Defendant's Counsel for review and approval before
16 they are submitted to the Court.

17 **NULLIFICATION AND TERMINATION**

18 41. This Settlement will be null and void if any of the following occur: (a) the Court should for
19 any reason fail to certify a class for settlement purposes; (b) the Court should for any reason fail to
20 preliminarily or finally approve of this Settlement in the form agreed to by the Parties, other than
21 adjustments made to the attorney's fees and costs or granting of Service Payment or settlement money
22 distribution terms; (c) the Court should for any reason fail to enter the final judgment; (d) the final
23 judgment is reversed, modified, or declared or rendered void; or (e) the Settlement does not become final
24 for any other reason.

25 42. If 7% or more of the Class Members opt out of this Settlement, then Defendant in its sole
26 discretion may terminate, nullify and void this Settlement. The Settlement Administrator shall provide
27 Defendant's Counsel with the information necessary to effectuate this provision on a regular basis, but no
28 less frequently than bi-weekly basis. To terminate this Settlement under this paragraph, Defendant's

Counsel must give Plaintiff's Counsel written notice, by facsimile, e-mail, or mail, of its election to withdraw not later than ten (10) days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect but not later than sixteen (16) court days before the date of the Final Approval hearing. If this option is exercised by Defendant, Defendant shall be solely responsible for the costs incurred by the Settlement Administrator for the settlement administration incurred to that point.

43. In the event this Settlement is nullified or terminated as provided above: (i) this Settlement shall be considered null and void, (ii) neither this Settlement nor any of the related negotiations or proceedings shall have any force or effect and no party shall be bound by any of its terms, and (iii) all Parties to this Settlement shall stand in the same position, without prejudice, as if the Settlement had been neither entered into nor filed with the Court.

PARTIES' AUTHORITY

44. The signatories hereto hereby represent that they are fully authorized to enter into this Settlement and bind the Parties hereto to the terms and conditions thereof.

MUTUAL FULL COOPERATION

45. The Parties agree to fully cooperate with each other to accomplish the terms of this Settlement including, but not limited to, execution of such documents and taking such other action as reasonably may be necessary to implement the terms of this Settlement. The Parties to this Settlement shall use their best efforts, including all efforts contemplated by this Settlement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Settlement and the terms set forth herein. As soon as practicable after execution of this Settlement, Class Counsel shall, with the assistance and cooperation of Defendant and Defendant's Counsel, take all necessary steps to secure the Court's preliminary and final approval of this Settlement.

NO PRIOR ASSIGNMENTS

46. The Parties and their respective counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein released and discharged except as set forth herein.

NO ADMISSION OF LIABILITY

47. Nothing contained herein, nor the consummation of this Settlement, is to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant. Defendant denies all the claims and contentions alleged by the Plaintiff in this case. Defendant has entered into this Settlement solely with the intention to avoid further disputes and litigation with the attendant inconvenience and expenses.

ENFORCEMENT ACTIONS

48. The Parties agree that following entry of the Final Approval Order and Judgment, this Agreement shall be enforceable by the Court and the Court shall retain exclusive and continuing jurisdiction of the Action over all parties and the Class Members to interpret and enforce the terms, conditions, and obligations of the Agreement pursuant to California Code of Civil Procedure section 664.6. In the event that one or more of the Parties to this Settlement institutes any legal action or other proceeding against any other party or parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful party or parties shall be entitled to recover from the unsuccessful party or parties reasonable attorney's fees and costs, including expert witness fees incurred in connection with any enforcement actions.

NOTICES

49. Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third business day after mailing by United States registered or certified mail, return receipt requested, addressed as follows:

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

Counsel for Defendant:

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

Field Code Changed

1 **CONSTRUCTION**

2 50. The Parties hereto agree that the terms and conditions of this Settlement are the result of
3 lengthy, intensive arms-length negotiations between the Parties, and this Settlement shall not be construed
4 in favor of or against any party by reason of the extent to which any party or his, her or its counsel
5 participated in the drafting of this Settlement.

6 **CAPTIONS AND INTERPRETATIONS**

7 51. Paragraph titles or captions contained herein are inserted as a matter of convenience and
8 for reference, and in no way define, limit, extend, or describe the scope of this Settlement or any provision
9 hereof. Each term of this Settlement is contractual and not merely a recital.

10 **MODIFICATION**

11 52. This Settlement may not be changed, altered, or modified, except in writing and signed by
12 the Parties hereto, and approved by the Court. This Settlement may not be discharged except by
13 performance in accordance with its terms or by a writing signed by the Parties hereto.

14 **INTEGRATION CLAUSE**

15 53. This Settlement contains the entire agreement between the Parties relating to the
16 Settlement and transaction contemplated hereby, and all prior or contemporaneous agreements,
17 understandings, representations, and statements, whether oral or written and whether by a party or such
18 party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

19 **WAIVER OF APPEALS**

20 54. The Parties agree to waive appeals and to stipulate to class certification for purposes of
21 implementing this Settlement only. If the Court does not grant final approval of this settlement, then the
22 Parties revert to their previous positions prior to the mediation, and Defendant will not stipulate to class
23 certification. Provided the Judgment is consistent with the terms and conditions of this Agreement, the
24 Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement
25 as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-
26 judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial,
27 extraordinary writs and appeals. The waiver of appeal does not include any waiver of the right to oppose
28 such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform

1 under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment
2 becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

3 **BINDING ON ASSIGNS**

4 55. This Settlement shall be binding upon and inure to the benefit of the Parties hereto and
5 their respective heirs, trustees, executors, administrators, successors and assigns.

6 **CLASS COUNSEL SIGNATORIES**

7 56. It is agreed that because the members of the Class are so numerous, it is impossible or
8 impractical to have each member of the Class execute this Settlement. The Notice will advise all Class
9 Members of the binding nature of the Released Claims and Released PAGA Claims, and the release shall
10 have the same force and effect as if this Settlement were executed by each member of the Class.

11 **COUNTERPARTS**

12 57. This Settlement may be executed in counterparts and by electronic or facsimile signatures,
13 and when each party has signed and delivered at least one such counterpart, each counterpart shall be
14 deemed an original, and, when taken together with other signed counterparts, shall constitute one
15 Settlement, which shall be binding upon and effective as to all Parties.

16 **CONFIDENTIALITY & PUBLIC COMMENT**

17 58. Other than information necessary to secure court approval of the Settlement, the Parties
18 agree to keep confidential all matters relative to this Settlement, including the terms of the Settlement and
19 the facts and circumstances leading up to it. If asked about the disputes between the Parties, the Parties
20 shall provide no statement other than "the matter has been resolved" or "the matter has settled." The
21 Parties may, however, discuss the terms of this Settlement with their spouses, attorneys, financial advisors,
22 tax advisors, and accountants, or upon a valid court order, at which time the individual receiving
23 information about the terms of this Settlement shall be informed that the terms of this Settlement are
24 confidential, and the individual may not reveal or disclose to any third party the terms of the Settlement.
25 Neither Plaintiff nor Plaintiff's Counsel shall issue a press release, hold a press conference, publish
26 information about the settlement on any website or social media, respond to any press inquiries, or
27 otherwise publicize the settlement or communicate its terms in public or in private, with the exception of
28 filing a motion for approval and providing information as necessary to secure court approval of the

Settlement. Nothing in this agreement prohibits Plaintiff's Counsel from disclosing the Settlement to the LWDA/State of California or to Class Members and PAGA Employees, and as shall be contractually required to effectuate the terms of the Settlement. Additionally, for the limited purpose of allowing Plaintiff's Counsel to prove adequacy as PAGA and/or class counsel in other actions, Plaintiff's Counsel may disclose the name of the Parties in this action and the venue/case number of this action (but not any other settlement details) for such purposes. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

FINAL JUDGMENT

59. The Parties agree that, upon final approval of the Settlement, final judgment of this Action will be made and entered in its entirety. The final judgment may be included in the Order granting Final Approval of the Settlement.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action Settlement between Plaintiff and Defendant as set forth below:

IT IS SO STIPULATED.

Plaintiff & Class Representative:

Dated: By: JAVIER HERNANDEZ

Plaintiff's Counsel:

Dated: **TUNYAN LAW, APC**
By: _____
Lilit Tunyan
Artur Tunyan
Attorneys for Plaintiff JAVIER HERNANDEZ

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Defendant:

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

By: _____
Print Name

Signature

Title

Defendant’s Counsel:

Dated: **CALL & JENSEN A Professional Corporation**

By: _____
John T. Egley
Madeleine K. Lee
Attorneys for Defendant PRECISE AEROSPACE
MANUFACTURING, INC.

Exhibit “3”

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 <i>WRITTEN</i> 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 = $\$5,000.000 \times \frac{\text{the pay periods worked by a PAGA Employee (during the PAGA Period)}}{\text{the pay periods worked by all PAGA Employees (during the PAGA Period)}}$.

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:

[REDACTED]

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%~~20%~~ wages and 66 and 2/3%~~80%~~ 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 CX1035 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 “4”

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 blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There is no handwriting or other markings on the paper.

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

Full Name: _____

Street Address: _____

City, State, Zip Code: _____

Telephone Number: (____) _____

Last four digits of your SSN: _____

Signature of Class Member (or Legal Representative): _____

Date: _____

Exhibit “5”

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 Randall J. Sherman, Department CX1035]

**AMENDED [PROPOSED] ORDER
GRANTING PRELIMINARY APPROVAL
OF CLASS AND PAGA REPRESENTATIVE
ACTION SETTLEMENT**

Action Filed: May 15, 2024
Trial: Not Set

1 Plaintiff JAVIER HERNANDEZ (“Plaintiff”) and Defendant PRECISE AEROSPACE
2 MANUFACTURING, INC. (“Defendant”) have reached terms of settlement for a putative class and
3 PAGA representative action.

4 Plaintiff has filed a motion for preliminary approval of a class and PAGA representative action
5 settlement of the claims asserted against Defendant in this action, memorialized in the JOINT
6 STIPULATION OF CLASS AND PAGA REPRESENTATIVE ACTION SETTLEMENT attached as
7 Exhibit 1 to the Declaration of Lilit Tunyan filed concurrently with Motion for Preliminary Approval of
8 Class and PAGA Representative Action Settlement (see Declaration of Lilit Tunyan in Support of
9 Plaintiff’s Motion for Preliminary Approval of Class and PAGA Representative Action Settlement
10 [“Tunyan Decl.”], at Exhibit 1) and referred to herein as the “Agreement” or “Settlement Agreement.”

11 After reviewing the Agreement, the Notice process, and other related documents, and having heard
12 the argument of Counsel for respective parties, **IT IS HEREBY ORDERED AS FOLLOWS:**

13 1. The Court preliminarily finds that the terms of the proposed class action Settlement are
14 fair, reasonable, adequate and in the best interests of the class members.

15 2. The parties’ Settlement is granted preliminary approval as it meets the criteria for
16 preliminary settlement approval. The Settlement Class meets the requirements for conditional
17 certification for settlement purposes only under Code of Civil Procedure § 382. The Court finds that it is
18 appropriate to notify the members of the proposed settlement Class of the terms of the proposed
19 settlement.

20 3. The Court preliminarily finds that the parties’ proposed Class Notice, attached hereto as
21 **Exhibit A**, is sufficient to inform Class Members of the terms of the Settlement, their rights under the
22 settlement, their rights to object to the Settlement, their right to receive a payment under the settlement or
23 elect not to participate in the settlement, and the processes for doing so, and the date and location of the
24 final approval hearing and are therefore approved.

25 4. The following persons are preliminarily certified as Class Members solely for the purpose
26 of entering a settlement in this matter:

27 All current and former non-exempt employees of Defendant worked within the State of
28 California at any time during the Class Period: ~~(the “Class Period” is from May 15, 2020~~
~~through the date the Court grants preliminary approval of this settlement or May 26, 2025;~~

1 ~~whichever is earlier~~. "Settlement Class Members" are those Class Members who do not
2 submit timely exclusion requests to the Settlement Administrator. (Settlement, ¶¶ 3-4.)

3 5. The PAGA Employees are defined as follows:

4 All current and former non-exempt employees of Defendant worked within the State of
5 California at any time during the PAGA Period (the "PAGA Period" is from May 15,
6 2023 through ~~the date the Court grants preliminary approval of this settlement or~~ May 26,
7 2025, ~~whichever is earlier~~.) PAGA Employees cannot opt out of the settlement of the
8 PAGA claim. (Settlement, ¶¶ 11-12.)

9 6. Plaintiff JAVIER HERNANDEZ is preliminarily appointed as the Class Representative.
10 TUNYAN LAW, APC is preliminarily appointed Class Counsel.

11 7. The Court appoints ILYM GROUP, Inc. to act as the Settlement Administrator and to
12 administer the settlement in accordance with the Settlement Agreement.

13 8. The parties and the Settlement Administrator are ordered to administer the settlement in
14 accordance with the Settlement Agreement.

15 9. The Court approves, both as to form and content, the Notice of proposed class and PAGA
16 representative action Settlement ("Class Notice"), Request for Exclusion Form ("Exclusion Form"), and
17 Objection Form ("Objection Form"), attached hereto as **Exhibit A, Exhibit B, and Exhibit C**. The Class
18 Notice, Exclusion Form, and Objection Form are collectively referred to as the "Notice Packet." The
19 Notice Packet shall be provided to Class Members in the manner set forth in the Settlement. The Court
20 further orders the Settlement Administrator to mail the Notice Packet in English and Spanish by First-
21 Class U.S. mail to all Class Members no later than fourteen (14) calendar days of receipt of the Class
22 Data, pursuant to the terms set forth in the Agreement.

23 10. The Court preliminarily approves the proposed procedure, set forth in the Settlement
24 Agreement, for seeking exclusion from the Class Settlement.

25 11. The Court preliminarily approves the proposed procedure, set forth in the Settlement, for
26 objection to the Settlement.

27 12. The Court preliminarily approves the proposed procedure for dispute of Workweeks for
28 each Class Member, set forth in the Settlement and Class Notice. 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.

1 13. In addition to any recovery that Plaintiff may receive under the Settlement as a Settlement
2 Class Member, the Court hereby preliminarily approves the payment of Service Payment to Plaintiff
3 JAVIER HERNANDEZ in the amount of \$7,500.00.

4 14. The Court preliminarily approves the payment in the amount of \$5,550.00 to ILYM Group,
5 Inc. for its services as the Settlement Administrator.

6 15. The Court preliminarily approves the payment of attorneys' fees to Class Counsel in the
7 amount of \$75,000.00 (not to exceed 33 1/3 of the gross settlement amount). Litigation expenses are
8 preliminary approved by the Court not to exceed \$20,000.00.

9 16. The Court preliminarily approves and orders payment in the amount of \$15,000.00 to the
10 Labor and Workforce Development Agency as civil penalties under the Labor Code Private Attorneys
11 General Act of 2004 (Labor Code § 2698 et seq.).

12 17. A final approval hearing will be held on **February 9, 2025, at 1:30 p.m.**, in Department
13 CX105, to determine whether the settlement should be granted final approval as fair, reasonable, and
14 adequate as to the Class Members.

15 18. Plaintiff shall file a Motion for Final Approval, including any request for an award of fees,
16 costs, and a Service Payment to Plaintiff, no later than 16 court days prior to the final approval hearing.
17 In conjunction with the filing of the final approval motion, a declaration from the Settlement
18 Administrator on the outcome of the notice process shall be filed with the Court. At that time, the Parties
19 shall also file responses to any written objections received by the Settlement Administrator by the
20 Response Deadline.

21 19. The Court may continue the date of the final approval hearing without further notice to
22 Class Members.

23 20. The Court retains jurisdiction to consider all further applications arising out of or in
24 connection with the settlement pursuant to California Code of Civil Procedure section 664.6.

25 **IT IS SO ORDERED.**

26 Dated: _____

27 Hon. **David A. Hoffer Randall J. Sherman**
ORANGE COUNTY SUPERIOR COURT JUDGE

EXHIBIT A

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 \$5,550.00) (“Administrative Expenses”).

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

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

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

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

25 The above estimates are based on Defendant's records showing you worked [REDACTED] Workweeks
26 during the Class Period and worked [REDACTED] Pay Periods during the PAGA Period. You may seek to
27 dispute the number of your workweeks. Such challenges must: (i) be in writing; (ii) state your full
28 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:

[REDACTED]

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

41 For tax reporting purposes, the payments to Class Members will be allocated ~~33 and 1/3%~~20%
42 wages and ~~66 and 2/3%~~80% penalties and interest. All PAGA Settlement Payments will be
43 allocated as 100% penalties. The wage portion of the Individual Settlement Payments shall be
44 subject to the withholding of applicable local, state, and federal taxes, and the Settlement

1 Administrator shall deduct applicable employee-side payroll taxes from the wage portion of the
2 Individual Settlement Payments. The portion of the Individual Settlement Payments allocated as
3 civil penalties, and interest shall be classified as other miscellaneous income and reported on IRS
4 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.

5 All checks for Individual Settlement Payments paid to Class Members will remain valid and
6 negotiable for one hundred eighty (180) days from the date of the checks' issuance and shall
7 thereafter automatically be void if not claimed or negotiated by a Class Member within that time.
8 Any Individual Settlement Payment that is not claimed or negotiated by a Class Member within
9 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.

10 The "Effective Date" of the Settlement will be the date by when both of the following have
11 occurred: (a) the Court enters a judgment on its order granting final approval of this settlement;
12 and (b) the judgment is final. The judgment is final as of the latest of the following occurrences:
13 (a) if no participating Class Member objects to the Settlement, the day the Court enters judgment;
14 (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.

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

18 None of the Parties or their attorneys make any representations concerning the tax consequences
19 of this Settlement or your participation in it. Class Members should consult with their own tax
20 advisors concerning the tax consequences of the Settlement. Class Counsel is unable to offer
21 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).

22 ***What claims are being released by the proposed Settlement?***

23 Released Class Claims. Those Class Members who do not submit a timely and valid Request for
24 Exclusion Form to the Settlement Administrator (i.e. Settlement Class Members), on behalf of
25 themselves and their respective former and present representatives, agents, attorneys, heirs,
26 administrators, successors, and assigns their respective former and present representatives, agents,
27 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
28 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

1 (“Released Parties”) from the Released Class Claims.

2 Released Class Claims are defined as all claims that were alleged, or reasonably could have been
3 alleged, based on the Class Period facts stated in the Complaint in the Action and the PAGA
4 Notices submitted by Plaintiff predicated on any of the violations of the California Labor Code,
5 Business and Professions Code, and the applicable IWC Wage Order as alleged in the Complaint
6 including but not limited to, claims for restitution and other equitable relief, liquidated damages,
7 or penalties; and any other benefit, wages, penalties, interest, attorneys’ fees, costs, or other
8 amounts, to the extent permissible, claimed on account of the allegations or the primary rights
9 asserted in the Complaint for alleged violations of California Labor Code sections 201, 202, 203, 204,
10 210, 218.5, 218.6, 226, 226(a) 226.3, 226.7, 510, 512, 558, 558.1, 6400, 6401, 6402, 6403, 6404,
11 1174, 1174.5, 1175, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197, 1198, 1199, 2802, 6427, 6428,
12 6429 (“Released Class Claims”). Class Members do not release any claims that cannot be released
13 by law including, without limitation, claims for vested benefits, wrongful termination, violation
14 of the Fair Employment and Housing Act, unemployment insurance, disability, social security,
15 workers’ compensation, or claims based on facts occurring outside the Class Period.

16 Released PAGA Claims. In addition, upon full payment of Gross Settlement Amount, all PAGA
17 Employees are deemed to release, on behalf of themselves and their respective former and present
18 representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released
19 Parties from all claims for PAGA penalties that were alleged, or reasonably could have been
20 alleged, based on the PAGA Period facts stated in the Complaint in the Action and the PAGA
21 Notice submitted by Plaintiff predicated on any of the violations of the California Labor Code,
22 Business and Professions Code, and the applicable IWC Wage Order as alleged in the Complaint
23 including but not limited to, claims for restitution and other equitable relief, liquidated damages,
24 or penalties; and any other benefit, wages, penalties, interest, attorneys’ fees, costs or other
25 amounts, to the extent permissible, claimed on account of the allegations or the primary rights
26 asserted in the Complaint for alleged violations of California Labor Code sections 201, 202, 203, 204,
27 210, 218.5, 218.6, 226, 226(a) 226.3, 226.7, 510, 512, 558, 558.1, 6400, 6401, 6402, 6403, 6404,
28 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”).

17 ***What are my options in this matter?***

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

22 **OPTION A. Remain in the Class.** If you wish to remain in the Class and be eligible to receive
23 an Individual Settlement Payment, **you do not need to take any action.** By remaining in the
24 Class and receiving settlement monies to resolve your class claims, you consent to the release of
25 the Class Released Claims as described above. If you are a PAGA Employee, you will
26 automatically be included and issued your PAGA Settlement Payment. This means you will
27 release the PAGA Released Claims.

28 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.

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

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

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

25 The Request for Exclusion Form (to remove you from the Class Settlement) must be postmarked
26 on or before <<RESPONSE DEADLINE>>. If you do not submit a Request for Exclusion form on
27 time (as evidenced by the postmark), your request to be excluded from the Settlement will be
28 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?

29 The Court will hold a Final Approval Hearing on <<FINAL APPROVAL HEARING DATE &
30 TIME>>, in Department CX1035 of the Orange County Superior Court, Orange County Superior
31 Court, located at 751 W. Santa Ana Boulevard, Santa Ana, California 92701. As described above,
32 if you wish to attend the Final Approval Hearing remotely, you can do it through the court's online
33 check-in process available through the court's website at [https://www.occourts.org/media-
34 relations/civil.html](https://www.occourts.org/media-relations/civil.html). If you wish to attend the Final Approval Hearing in person, you can attend it
35 at Orange County Superior Court, 751 W. Santa Ana Boulevard, Santa Ana, California 92701.
36 The Final Approval Hearing may be continued without further notice to Class Members. You are
37 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 I. 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 and First Amendment to the Joint Stipulation of Class and PAGA Representative Action Settlement 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.

**AVISO DE PROPUESTA DE ACUERDO DE CONCILIACIÓN DE DEMANDA
COLECTIVA Y DE DEMANDA REPRESENTATIVA DE PAGA**

Hernandez v. Precise Aerospace Manufacturing, Inc.
Tribunal Superior del Condado de Orange Caso n.º 30-2024-01400056-CU-OE-CXC
*Un Tribunal autorizó este Aviso. Esto no es una oferta de un abogado. Usted no está siendo
demandado.*

SI USTED ES O HA SIDO EMPLEADO NO EXENTO DE PRECISE AEROSPACE
MANUFACTURING, INC. ("DEMANDADO") QUE TRABAJÓ EN CALIFORNIA EN
CUALQUIER MOMENTO ENTRE EL 15 DE MAYO DE 2020 Y EL 26 de mayo de 2025 (EL
"PERÍODO DE LA DEMANDA COLECTIVA") ESTA PROPUESTA DE ACUERDO DE
CONCILIACIÓN DE DEMANDA COLECTIVA Y DEMANDA REPRESENTATIVA DE
PAGA PUEDE AFECTAR A SUS DERECHOS.

Objeto del presente Aviso

Se ha llegado a una propuesta de acuerdo (el "Acuerdo") en una demanda colectiva y PAGA
propuesta presentada por el Demandante, Javier Hernandez ("Demandante") contra el
Demandado, titulada *Hernandez v. Precise Aerospace Manufacturing, Inc.*, Tribunal Superior del
Condado de Orange, caso n.º 30-2024-01400056-CU-OE-CXC (la "Demanda"). El objeto del
presente Aviso de Propuesta de Acuerdo de Conciliación de Demanda Colectiva y de Demanda
Representativa de la Ley General de Abogados Privados de 2004 ("PAGA") ("Aviso") es describir
brevemente la Demanda e informarle de sus derechos y opciones en relación con la Demanda y el
Acuerdo de Conciliación propuesto.

Usted está recibiendo este aviso porque según los registros de Demandado usted trabajó para
Demandado como empleado no exento en California durante algún tiempo entre el 15 de mayo de
2020 y el 26 de mayo de 2025 ("Período de la Demanda Colectiva"). Esto significa que usted es
un posible Miembro de la Demanda Colectiva y tiene derecho a informarse sobre el Acuerdo de
Conciliación propuesto.

Además, usted también es un Empleado de PAGA si actualmente está empleado o ha estado
empleado anteriormente como empleado no exento de Demandado y trabajó para Demandado
dentro de California en cualquier momento durante el período comprendido entre el 15 de mayo
de 2023 y el 26 de mayo de 2025 ("Período de PAGA").

Este Aviso le informa de sus opciones en virtud de este Acuerdo de Conciliación, que incluyen
cómo puede participar en este Acuerdo de Conciliación y recibir su parte de los ingresos del
Acuerdo de Conciliación, cómo puede excluirse del Acuerdo de Conciliación de la demanda
colectiva, o cómo puede oponerse al Acuerdo de Conciliación de la demanda colectiva.

¿De qué se trata el caso?

El 15 de mayo de 2024, el Demandante presentó una demanda colectiva putativa. El 22 de julio
de 2024, el Demandante presentó una Primera Querella Enmendada alegando las siguientes
reclamaciones contra el Demandado: (1) incumplimiento del pago de todos los salarios; (2)
incumplimiento de la obligación de conceder períodos de comida; (3) incumplimiento de la
obligación de autorizar y permitir períodos de descanso; (4) incumplimiento del pago oportuno de
todos los salarios al término de la relación laboral; (5) incumplimiento de la obligación de
presentar declaraciones salariales detalladas y exactas; (6) incumplimiento de la obligación de
indemnizar los gastos empresariales necesarios; (7) violación de la Ley de Competencia Desleal
de California, Sección 17200 y siguientes del Código de Empresas y Profesiones de California; y
(8) violación de las disposiciones del Código Laboral que conllevan la imposición de sanciones
civiles en virtud de la Ley de Abogados Generales Privados del Código Laboral de 2004 [Sección
2699 y siguientes del Código Laboral] ("PAGA").

PAGA permite a los empleados presentar una demanda representativa en su propio nombre, en nombre de otros empleados actuales y exempleados, y en nombre del Estado de California para reclamar el pago de sanciones civiles por presuntas violaciones del Código Laboral.

La Demanda tiene por objeto la reclamación de los salarios impagados de un colectivo de todos los empleados actuales y exempleados no exentos de Demandado que trabajaron en California en cualquier momento durante el Período de la Demanda Colectiva (la “Demanda Colectiva” o “Miembros de la Demanda Colectiva”). La Demanda también solicita sanciones en virtud de PAGA para todos los empleados actuales y exempleados no exentos de Demandado que trabajaron en California en cualquier momento durante el Período de PAGA (“Empleados de PAGA”).

El Demandado niega todas y cada una de las alegaciones de la Demanda, niega cualquier responsabilidad o delito de cualquier tipo, y cree que ha tratado, y sigue tratando, a sus empleados de forma justa y cumpliendo plenamente la ley. El Demandado niega todas las reclamaciones y alegaciones contenidas en la Demanda. El Demandado niega que el Demandado deba ninguna sanción al Demandante, a los Miembros de la Demanda Colectiva, a los Empleados de PAGA, y/o al Estado de California. El Demandado asegura que el Demandado ha cumplido plenamente con todas las leyes aplicables en materia de salarios y horas de trabajo, las secciones del Código Laboral de California, y otras disposiciones legales indicadas a continuación. El Tribunal no se ha pronunciado sobre las alegaciones del Demandante. Este Aviso no debe interpretarse como una expresión de opinión de parte del Tribunal respecto a los méritos de las reclamaciones.

SUS DERECHOS Y OPCIONES EN ESTE ACUERDO DE CONCILIACIÓN:	
NO HACER NADA – RECIBIR DINERO	Si no hace nada, se le considerará un “Miembro del Acuerdo de Conciliación de Demanda Colectiva” en el Acuerdo de Conciliación y recibirá su parte individual de la conciliación en virtud del Acuerdo de Conciliación si el Tribunal aprueba definitivamente el Acuerdo de Conciliación. Asimismo, usted renunciará a sus derechos a presentar Reclamaciones Exoneradas contra el Demandado, según se explica con mayor detalle a continuación.
EXCLUIRSE VOLUNTARIAMENTE DEL ACUERDO DE CONCILIACIÓN DE DEMANDA COLECTIVA. FECHA LÍMITE PARA EXCLUIRSE: <<RESPONSE DEADLINE>>	Tiene la opción de excluirse del Acuerdo de Conciliación de Demanda Colectiva. Si decide hacerlo, debe enviar por correo al Administrador, por escrito, un Formulario de Solicitud de Exclusión debidamente rellenado. Si se excluye, NO recibirá ningún pago en virtud del Acuerdo de Conciliación (más allá del basado en la Reclamación de PAGA, si corresponde). Los Formularios de Solicitud de Exclusión deben enviarse a más tardar el <<RESPONSE DEADLINE>>.
OBJETAR EL ACUERDO DE CONCILIACIÓN. FECHA LÍMITE PARA PRESENTAR OBJECIONES POR ESCRITO: <<RESPONSE DEADLINE>>	Para objetar al Acuerdo de Conciliación de Demanda Colectiva, debe enviar por correo una explicación por escrito de por qué no está conforme con el Acuerdo de Conciliación al Administrador del Acuerdo de Conciliación rellenando y enviando el Formulario de Objeción, comparecer en la Audiencia de Aprobación Definitiva o contratar a un abogado a su cargo para que objete en su nombre. Esta opción sólo está disponible si no se excluye del Acuerdo de Conciliación. No presente el Formulario de Solicitud de Exclusión si desea objetar. Las objeciones <i>por escrito</i> deben presentarse a más tardar el <<RESPONSE DEADLINE>>.

1 ***¿Cuáles son los términos del Acuerdo de Conciliación?***

2 Sujeto a la aprobación definitiva del Tribunal, el Demandado abonarán un pago total máximo en
3 virtud del Acuerdo de Conciliación de \$225,000.00 (el “Monto Bruto del Acuerdo de
4 Conciliación”) en concepto de: (a) Pagos del Acuerdo de Conciliación de Demanda Colectiva
5 individuales a los Miembros del Acuerdo de Conciliación de la Demanda Colectiva; (b) Pago por
6 Servicios al Demandante (hasta \$7,500.00); (c) honorarios de abogados (sin superar el 33 y 1/3%
7 del Monto Bruto del Acuerdo de Conciliación, \$75,000.00) y costas del litigio a los Abogados de
8 la Demanda Colectiva (sin superar los \$20,000) (“Honorarios y Costas de los Abogados de la
9 Demanda Colectiva”); (d) el importe de \$20,000.00 asignados a sanciones civiles en virtud de la
10 Ley PAGA (la “Asignación de PAGA”), de los cuales se pagará a la LWDA el 75% (es decir,
11 \$15,000.00) (“Pago de Sanciones de PAGA”) y el 25% restante (es decir, \$5,000.00) se distribuirá
12 a los Empleados de PAGA (los “Pagos del Acuerdo de Conciliación de PAGA”); y (e) pago al
13 Administrador del Acuerdo de Conciliación por los servicios de administración del acuerdo de
14 conciliación (que se estima que no será mayor de \$5,550) (“Gastos Administrativos”).

15 El “Monto Neto del Acuerdo de Conciliación” se calculará deduciendo del Monto Bruto del
16 Acuerdo de Conciliación los Honorarios y Costas de los Abogados de la Demanda Colectiva, el
17 Pago por Servicio al Demandante, el Pago de Sanciones de PAGA, y los Gastos Administrativos.
18 Los Pagos del Acuerdo de Conciliación de la Demanda Colectiva y Pagos del Acuerdo de
19 Conciliación de PAGA (definidos a continuación) se pagarán del Monto Neto del Acuerdo de
20 Conciliación.

21 Los Miembros de la Demanda Colectiva que no soliciten su exclusión del Acuerdo de Conciliación
22 oportuna y adecuadamente (los “Miembros del Acuerdo de Conciliación de la Demanda
23 Colectiva”) recibirán una parte prorrateada del Monto Neto del Acuerdo de Conciliación, menos
24 los Pagos del Acuerdo de Conciliación de PAGA por un total de \$5,000.00, en función del número
25 total de semanas laborales que haya trabajado el Miembro del Acuerdo de Conciliación de
26 Demanda Colectiva durante el Período de la Demanda Colectiva (el “Pago del Acuerdo de
27 Conciliación de Demanda Colectiva”). La parte del Monto Neto del Acuerdo de Conciliación
28 pagada a un Miembro del Acuerdo de Conciliación de Demanda Colectiva = Monto Neto del
Acuerdo de Conciliación (menos \$5,000.00 apartados para todos los Pagos del Acuerdo de
Conciliación de PAGA) × (las semanas laborales trabajadas por un Miembro del Acuerdo de
Conciliación de Demanda Colectiva ÷ las semanas laborales trabajadas por todos los Miembros
del Acuerdo de Conciliación de la Demanda Colectiva).

Los Empleados de PAGA recibirán una parte prorrateada de los \$5,000.00 del Acuerdo de
Conciliación de PAGA asignada a los Empleados de PAGA (el “Pago del Acuerdo de Conciliación
de PAGA”) en función del número total de períodos de pago trabajados por cada Empleado de
PAGA durante el Período de PAGA, independientemente de que soliciten su exclusión del
Acuerdo de Conciliación. La parte del Pago del Acuerdo de Conciliación de PAGA pagada a un
Empleado de PAGA = \$5,000.000 × los períodos de pago trabajados por un Empleado de PAGA
(durante el Período de PAGA) ÷ los períodos de pago trabajados por todos los Empleados de
PAGA (durante el Período de PAGA).

El pago total a un particular, incluyendo su Pago del Acuerdo de Conciliación de Demanda
Colectiva y su Pago del Acuerdo de Conciliación de PAGA, es su “Pago Individual del Acuerdo
de Conciliación”. La estimación de su Pago Individual del Acuerdo de Conciliación asciende a
<< **Estimated Payment** >>, que incluye su pago del Acuerdo de Conciliación de Demanda
Colectiva por un monto estimado de << **Estimated Individual Settlement Class Payment** >> y
su pago del acuerdo de conciliación de PAGA por un monto estimado de << **Estimated Individual
PAGA Settlement Payment** >>. Esto es meramente una estimación. Su parte definitiva la
determinará el Administrador del Acuerdo de Conciliación.

Las estimaciones anteriores están hechas en función de los registros de el Demandado en los que
se indica que usted trabajó [REDACTED] semanas laborales durante el Período de la Demanda Colectiva

y trabajó [REDACTED] Periodos de Pago durante el Periodo de PAGA. Puede tratar de impugnar el número de sus semanas laborales. Tales impugnaciones deben: (i) hacerse por escrito; (ii) indicar su nombre completo; (iii) incluir una declaración de que pretende impugnar la estimación de su Pago Individual del Acuerdo de Conciliación indicada en este Aviso de Demanda Colectiva; (iv) indicar el número de semanas laborales que cree haber trabajado durante el Periodo de la Demanda Colectiva; y (v) enviarse por correo postal al Administrador del Acuerdo de Conciliación con franqueo a más tardar el <<RESPONSE DEADLINE>> (la “Fecha Límite de Respuesta”) a:

[REDACTED]

Debe presentar pruebas documentales que respalden su argumento. El Administrador del Acuerdo de Conciliación evaluará las pruebas presentadas y tomará una decisión inicial sobre qué cifras deben aplicarse. Las partes presentarán ante el Tribunal todas las Impugnaciones de Semanas Laborales presentadas por los Miembros de la Demanda Colectiva junto con las pruebas presentadas por los Miembros de la Demanda Colectiva, así como la decisión tomada en función de dichas pruebas. Aunque el Administrador del Acuerdo de Conciliación puede adoptar la decisión inicial en relación con las Impugnaciones sobre Semanas Laborales, el tribunal puede revisar cualquier decisión que adopte el Administrador del Acuerdo de Conciliación en cuanto a Impugnaciones de Semanas Laborales. Si el Miembro de la Demanda Colectiva que impugnó las Semanas Laborales Cubiertas no está de acuerdo con la decisión tomada por el Administrador del Acuerdo de Conciliación, el tribunal podrá revisar cualquier decisión tomada por el Administrador del Acuerdo de Conciliación en impugnaciones sobre Semanas Laborales Cubiertas y tomará una decisión definitiva. Si el Miembro de la Demanda Colectiva que impugnó las Semanas Laborales Cubiertas no impugna la decisión del Administrador del Acuerdo de Conciliación, entonces la decisión del Administrador del Acuerdo de Conciliación se convertirá en definitiva.

A efectos fiscales, los pagos a los Miembros de la Demanda Colectiva se asignarán a razón de ~~33 y 1/3%~~~~20%~~ en concepto de salarios y ~~66 and 2/3%~~~~80%~~ en concepto de intereses y sanciones. Todos los Pagos del Acuerdo de Conciliación de PAGA se asignarán al 100% en concepto de sanciones. La parte salarial de los Pagos Individuales del Acuerdo de Conciliación estará sujeta a la retención de los impuestos locales, estatales y federales aplicables, y el Administrador del Acuerdo de Conciliación deducirá la parte correspondiente al empleado de los impuestos sobre la nómina aplicables de la parte salarial de los Pagos Individuales del Acuerdo de Conciliación. La parte de los Pagos Individuales del Acuerdo de Conciliación en concepto de sanciones civiles, y los intereses se clasificarán como otros ingresos misceláneos y se declararán en el formulario 1099-MISC del IRS si así lo exigen las leyes fiscales reguladoras. Los impuestos adeudados por dichos ingresos misceláneos correrán a cargo de los Miembros de la Demanda Colectiva que reciban dichos pagos. La parte correspondiente al empleador de cualquier impuesto sobre la nómina será abonada por separado por el Demandado.

Todos los cheques para los Pagos Individuales del Acuerdo de Conciliación pagados a los Miembros de la Demanda Colectiva seguirán siendo válidos y negociables durante ciento ochenta (180) días a partir de la fecha de emisión del cheque y, a partir de entonces, se anularán automáticamente si no han sido reclamados o negociados por un Miembro de la Demanda Colectiva dentro de ese plazo. Cualquier Pago Individual del Acuerdo de Conciliación que no haya sido reclamado o negociado por un Miembro de la Demanda Colectiva dentro de los ciento ochenta (180) días a partir de su fecha de emisión se transferirán a la Contraloría del Estado de California para conservarse como propiedad no reclamada a nombre de cada uno de los receptores de los cheques que figuren como sus beneficiarios. Incluso en el supuesto de que el Pago Individual del Acuerdo de Conciliación no sea cobrado, reclamado o negociado por el Miembro de la Demanda Colectiva en el plazo de ciento ochenta (180) días desde su fecha de emisión, el Miembro del Acuerdo de Conciliación de Demanda Colectiva seguirá sujeto a las Reclamaciones Exoneradas de la Demanda Colectiva, a menos que dicho Miembro de la Demanda Colectiva haya presentado oportunamente un Formulario de Solicitud de Exclusión válido.

La “Fecha de Entrada en Vigor” del Acuerdo de Conciliación será la fecha en la que hayan ocurrido todos los siguientes hechos: (a) el Tribunal dicte una sentencia aprobando definitivamente el presente acuerdo de conciliación; y (b) la sentencia pase a ser definitiva. La sentencia será definitiva en la fecha posterior de las siguientes: (a) si ningún Miembro Participante de la Demanda Colectiva presenta objeto al Acuerdo de Conciliación, el día en que el Tribunal dicte la sentencia; (b) si uno o más Miembros Participantes de la Demanda Colectiva objeta este acuerdo de conciliación, el día después de que finalice el plazo para presentar un aviso de apelación de la sentencia; o, si se presenta oportunamente una apelación a la sentencia, el día siguiente a la fecha en que el tribunal de apelaciones ratifique la sentencia y emita una remisión. El Demandado financiará el Monto Bruto del Acuerdo de Conciliación dentro de los veinte (20) días posteriores a la Fecha de Entrada en Vigor. El Administrador del Acuerdo de Conciliación enviará los cheques a más tardar catorce (14) días naturales después de la recepción del Monto Bruto del Acuerdo de Conciliación del Demandado.

POR FAVOR, TENGA PACIENCIA Y MANTENGA ACTUALIZADO AL ADMINISTRADOR DEL ACUERDO DE CONCILIACIÓN SOBRE SU NUEVA DIRECCIÓN EN CASO DE QUE SE MUDE DESPUÉS DE RECIBIR ESTE AVISO O DE QUE HAYA RECIBIDO ESTE AVISO COMO CORREO REENViado.

Ninguna de las Partes ni sus abogados hacen declaración alguna sobre las consecuencias fiscales de este Acuerdo de Conciliación o de su participación en el mismo. Los Miembros de la Demanda Colectiva deben consultar con sus propios asesores fiscales acerca de las consecuencias fiscales del Acuerdo de Conciliación. Los Abogados de la Demanda Colectiva no pueden ofrecer asesoramiento sobre las consecuencias fiscales estatales o federales de los pagos a los Miembros de la Demanda Colectiva. Usted es responsable de los pagos de impuestos, si los hubiere, que resulten de los Pagos del Acuerdo de Conciliación de la Demanda Colectiva y de los Pagos del Acuerdo de Conciliación de PAGA. Nada de lo contenido en este Aviso o en cualquier otra comunicación constituirá, se interpretará o se tomará como asesoramiento fiscal en el sentido de la Circular 230 del Departamento del Tesoro de los Estados Unidos (31 C.F.R. Parte 10, en su versión modificada).

¿Qué reclamaciones se exoneran en virtud del Acuerdo de Conciliación propuesto?

Reclamaciones Exoneradas de la Demanda Colectiva. Aquellos Miembros de la Demanda Colectiva que no presenten oportunamente un Formulario de Solicitud de Exclusión válido al Administrador del Acuerdo de Conciliación (es decir, Miembros del Acuerdo de Conciliación de la Demanda Colectiva), y sus respectivos representantes, agentes, abogados, herederos, administradores, sucesores y cesionarios, anteriores y actuales, tras el pago íntegro del Monto Bruto del Acuerdo de Conciliación, liberarán y exonerarán plena y definitivamente a el Demandado y cualquiera de sus matrices, filiales, predecesoras, sucesoras y afiliadas pasadas, presentes y futuras, directas o indirectas, así como cada uno de sus directivos, administradores, empleados, socios, miembros, accionistas y agentes pasados, presentes y futuros, abogados, aseguradores, reaseguradores y cualquier persona física o jurídica que pudiera ser responsable conjuntamente con el Demandado (“Partes Exoneradas”) de las Reclamaciones Exoneradas de la Demanda Colectiva.

Reclamaciones Exoneradas de la Demanda Colectiva se definen como todas las reclamaciones que fueron alegadas, o que razonablemente podrían haber sido alegadas, en base a los hechos del Período de la Demanda Colectiva declarados en la Querella en la Demanda y los Avisos PAGA presentados por el Demandante, predicados en cualquiera de las violaciones del Código Laboral de California, el Código de Negocios y Profesiones, y la Orden de Salarios de la IWC aplicable como se alega en la Querella, incluyendo sin limitación, reclamaciones por restitución y otras reparaciones equitativas, daños liquidados, o penalidades; y cualquier otra prestación, salarios, sanciones, intereses, honorarios de abogados, costas u otras cantidades, en la medida permitida, reclamadas a cuenta de las alegaciones o los derechos primarios afirmados en la Querella por supuestas violaciones de las secciones 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 del Código Laboral de California (“Reclamaciones Exoneradas de la Demanda Colectiva”). Los Miembros de la Demanda Colectiva no exoneran ninguna reclamación que no pueda ser exonerada por ley, incluyendo, sin limitación, reclamaciones por beneficios adquiridos, despido improcedente, violación de la Ley de Equidad en el Empleo y la Vivienda, seguro de desempleo, incapacidad, seguridad social, indemnización por accidentes laborales, o reclamaciones basadas en hechos ocurridos fuera del Período de la Demanda Colectiva.

Reclamaciones Exoneradas de PAGA. Además, tras el pago completo del Monto Bruto del Acuerdo de Conciliación, se considera que todos los Empleados PAGA exoneran, en nombre de sí mismos y de sus respectivos representantes anteriores y actuales, agentes, abogados, herederos, administradores, sucesores y cesionarios, a las Partes Exoneradas de todas las Reclamaciones por sanciones PAGA que fueron alegadas, o que razonablemente podrían haber sido alegadas, sobre la base de los hechos del Período PAGA expuestos en la Querella en la Demanda y en el Aviso PAGA presentado por el Demandante, basados en cualquiera de las violaciones del Código Laboral de California, el Código de Negocios y Profesiones, y la Orden de Salarios de la IWC aplicable, según se alega en la Querella, incluidas, entre otras, las reclamaciones de restitución y otras compensaciones equitativas, daños liquidados o sanciones; y cualquier otro beneficio, salarios, sanciones, intereses, honorarios de abogados, costes u otras cantidades, en la medida permitida, reclamadas a cuenta de las alegaciones o los derechos primarios afirmados en la Querella por supuestas violaciones de las secciones 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, del Código Laboral de California, en la medida permisible (“Reclamaciones Exoneradas de PAGA”).

¿Cuáles son mis opciones en esta cuestión?

Usted tiene dos opciones en virtud de este Acuerdo de Conciliación, cada una de las cuales se explica con más detalle a continuación. Usted puede: (A) permanecer en la Demanda Colectiva y recibir un Pago Individual del Acuerdo de Conciliación; o (B) excluirse del Acuerdo de Conciliación. Si elige la opción (A), también puede objetar al Acuerdo de Conciliación, como se explica a continuación.

OPCIÓN A. Permanecer en la Demanda Colectiva. Si desea permanecer en la Demanda Colectiva y ser elegible para recibir un Pago Individual del Acuerdo de Conciliación, **no tiene que hacer nada.** Al permanecer en la Demanda Colectiva y recibir el dinero del acuerdo para resolver sus reclamaciones de la demanda colectiva, usted da su consentimiento a la exoneración de las Reclamaciones Exoneradas de la Demanda Colectiva, según se describen anteriormente. Si usted es un Empleado de PAGA, se le incluirá automáticamente y se le emitirá su Pago del Acuerdo de Conciliación de PAGA. Esto significa que usted exonerará las Reclamaciones Exoneradas de PAGA.

Las cantidades abonadas a los Miembros del Acuerdo de Conciliación de la Demanda Colectiva no contarán ni se tendrán en cuenta para determinar la elegibilidad o el cálculo de beneficios para los empleados (por ejemplo, vacaciones, pago de días festivos, planes de jubilación, planes de compensación diferida no calificados, etc.), ni modificarán de otro modo los criterios de elegibilidad de cualquier plan de beneficios de pensión de los empleados o plan de previsión social de los empleados patrocinado por el Demandado, salvo que la ley disponga lo contrario.

Objetar el Acuerdo de Conciliación: Si usted es un Miembro de la Demanda Colectiva, y no solicita su exclusión del Acuerdo de Conciliación, puede objetar al Acuerdo de Conciliación antes de su aprobación definitiva por parte del Tribunal, presentando una objeción por escrito o exponiendo su objeción en la Audiencia de Aprobación Definitiva.

Para plantear una objeción al Acuerdo de Conciliación, un Miembro de la Demanda Colectiva

debe enviar un Formulario de Objeción al Administrador del Acuerdo de Conciliación por correo de primera clase de EE. UU. a la dirección especificada en el Aviso en el Formulario de Objeción a más tardar el _____. Si decide no presentar una objeción por escrito utilizando el Formulario de Objeción, la objeción por escrito debe incluir: (1) su nombre completo, dirección y los cuatro últimos dígitos de su número de la Seguridad Social; (2) su firma; (3) el nombre y número del caso (*Hernandez v. Precise Aerospace Manufacturing, Inc.*, Tribunal Superior del Condado de Orange, caso n.º 30-2024-01400056-CU-OE-CXC); y (4) llevar franqueo postal a más tardar del <<RESPONSE DEADLINE>> y enviarse al Administrador del Acuerdo de Conciliación a la dirección indicada anteriormente. Cualquier Miembro de la Demanda Colectiva que no presente oportunamente sus objeciones por escrito en la forma especificada anteriormente podrá comparecer y objetar en la Audiencia de Aprobación Definitiva. **Incluso si presenta una objeción, estará sujeto a los términos del Acuerdo de Conciliación, incluyendo la exoneración de las Reclamaciones Exoneradas de la Demanda Colectiva y las Reclamaciones Exoneradas de PAGA según lo establecido anteriormente, a menos que el Tribunal no apruebe definitivamente el Acuerdo de Conciliación.**

Independientemente de la forma, una objeción por sí sola no satisfará el requisito de que un Miembro de la Demanda Colectiva intervenga formalmente y se convierta en parte registrada en la demanda para apelar una Sentencia dictada tras una Orden que apruebe definitivamente este Acuerdo de Conciliación, tal y como se exige en virtud de la decisión del Tribunal Supremo de California en el caso *Hernandez v. Restoration Hardware*, 4 Cal. 5ª 260 (2018).

OPCIÓN B. Solicitar la exclusión de la Demanda Colectiva y no recibir dinero de la parte de la Demanda Colectiva del Acuerdo de Conciliación (los Empleados de PAGA igualmente recibirán su parte del Pago de PAGA a los empleados). No puede solicitar la exclusión de la parte PAGA de este Acuerdo de Conciliación. Sin embargo, si no desea formar parte de la Demanda Colectiva, debe rellenar y devolver el Formulario de Solicitud de Exclusión incluido al Administrador del Acuerdo de Conciliación. Para que su solicitud de exclusión sea válida, debe estar firmada, fechada e incluir los cuatro últimos dígitos de su número de seguridad social (para confirmar su identidad y asegurarse de que sólo las personas que soliciten la exclusión queden excluidas del acuerdo de conciliación).

El Formulario de Solicitud de Exclusión (para excluirle del Acuerdo de Conciliación de la Demanda Colectiva) debe llevar franqueo postal a más tardar del <<RESPONSE DEADLINE>>. Si no presenta el formulario de Solicitud de Exclusión dentro de plazo (de lo que dará fe el franqueo postal), su solicitud de exclusión del Acuerdo de Conciliación se rechazará, se le considerará Miembro del Acuerdo de Conciliación de la Demanda Colectiva y quedará sujeto a la exoneración de las Reclamaciones Exoneradas, según lo descrito anteriormente, y todos los demás términos del Acuerdo de Conciliación. Si presenta un formulario de Solicitud de Exclusión dentro del plazo para solicitar la exclusión, no se le emitirá un Pago Individual del Acuerdo de Conciliación, no estará sujeto al Acuerdo de Conciliación de la Demanda Colectiva (ni a la exoneración de las Reclamaciones Exoneradas de la Demanda Colectiva), y no tendrá derecho a objetar, apelar o hacer comentarios sobre el Acuerdo de Conciliación de la Demanda Colectiva. Los Empleados de PAGA no pueden excluirse voluntariamente del Pago del Acuerdo de Conciliación de PAGA y se les emitirá igualmente un Pago del Acuerdo de Conciliación de PAGA y estarán sujetos a las Reclamaciones Exoneradas de PAGA, independientemente de que presenten o no un Formulario de Solicitud de Exclusión y de que cobren o no su cheque del Pago Individual del Acuerdo de Conciliación.

IMPORTANTE: NO PRESENTE UN FORMULARIO DE SOLICITUD DE EXCLUSIÓN SI DESEA QUE SE LE INCLUYA EN EL ACUERDO DE CONCILIACIÓN DE LA DEMANDA COLECTIVA Y RECIBIR SU PARTE DEL DINERO DISPONIBLE PARA USTED COMO PARTE DEL ACUERDO DE CONCILIACIÓN.

¿Cuál es el siguiente paso en la aprobación del Acuerdo de Conciliación?

El Tribunal celebrará una Audiencia de Aprobación Definitiva el <<FINAL APPROVAL HEARING DATE & TIME>>, en el Departamento CX1035 del Tribunal Superior del Condado de Orange, sito en 751 W. Santa Ana Boulevard, Santa Ana, California 92701. Como se ha descrito anteriormente, si desea asistir a la Audiencia de Aprobación Definitiva a distancia, puede hacerlo a través del proceso de registro en línea del tribunal disponible a través de la página web del tribunal en <https://www.occourts.org/media-relations/civil.html>. Si desea asistir en persona a la Audiencia de Aprobación Definitiva, puede hacerlo en el Tribunal Superior del Condado de Orange, 751 W. Santa Ana Boulevard, Santa Ana, California 92701. La Audiencia de Aprobación Definitiva podrá aplazarse sin previo aviso a los Miembros de la Demanda Colectiva. Usted no está obligado a asistir a la Audiencia de Aprobación Definitiva para recibir un Pago Individual del Acuerdo de Conciliación.

Si el Tribunal concede la Aprobación Definitiva del Acuerdo de Conciliación, la Orden por la que se conceda la Aprobación Definitiva y se dicte Sentencia, la Primera Querella Enmendada, la carta de aviso a la LWDA, el Acuerdo de Conciliación y el presente Aviso se publicarán en un sitio web del Administrador del Acuerdo de Conciliación durante un período mínimo de 180 días a partir de la entrada de dicha Orden en el registro del Tribunal. Ese sitio web es: <<website>>.

¿Quiénes son los abogados que representan a las Partes?

Los abogados que representan a las Partes en la Demanda son:

<u>Abogados de la Demanda Colectiva</u>	<u>Abogados del Demandado</u>
Lilit Tunyan ltunyan@tunyanlaw.com	John T. Egley jegley@calljensen.com
Artur Tunyan atunyan@tunyanlaw.com	Madeleine K. Lee mlee@calljensen.com
TUNYAN LAW, APC 535 N. Brand Blvd., Suite 285 Glendale, California 91203 Teléfono: (323) 410-5050	CALL & JENSEN A Professional Corporation 610 Newport Center Drive, Suite 700 Newport Beach, CA 92660 Tel: (949) 717-3000

¿Cómo puedo obtener información adicional?

Este Aviso resume la Demanda y los términos básicos del Acuerdo de Conciliación. Hay más detalles en la Estipulación Conjunta del Acuerdo de Conciliación de Demanda Colectiva y Demanda Representativa de PAGA adjunta y [Modificación al Estipulación Conjunta del Acuerdo de Conciliación de Demanda Colectiva y Demanda Representativa de PAGA adjunta](#) a la Declaración de Lilit Tunyan en apoyo a la Moción para la Aprobación Preliminar de el Demandante, y a la [Declaración Suplementaria de Lilit Tunyan en apoyo a la Moción para la Aprobación Preliminar de la Demandante](#). La Estipulación Conjunta del Acuerdo de Conciliación de Demanda Colectiva y Demanda Representativa de PAGA, [Modificación al Estipulación Conjunta del Acuerdo de Conciliación de Demanda Colectiva y Demanda Representativa de PAGA adjunta](#), y todos los demás registros relacionados con la Demanda están disponibles para su consulta y/o copia en la Oficina de Registros Civiles del Tribunal Superior del Condado de Orange. Asimismo, puede consultar los documentos presentados en este caso en el sitio web del Tribunal, en: <https://www.occourts.org/media-relations/civil.html>. Es posible que necesite el número de caso para acceder y consultar los documentos del caso (30-2024-01400056-CU-OE-CXC). NOTA: Si decide acceder a los documentos en línea, el Tribunal le cobrará una tasa por el acceso. **POR FAVOR, NO SE PONGA EN CONTACTO CON EL TRIBUNAL PARA SOLICITAR INFORMACIÓN SOBRE ESTE ACUERDO DE CONCILIACIÓN. Si tiene alguna pregunta, puede llamar por teléfono o escribir al [Administrador del Acuerdo de Conciliación] (el "Administrador del Acuerdo de Conciliación") utilizando la información de contacto que aparece en la parte superior de esta correspondencia.**

Formatted: Spanish (Spain)

EXHIBIT B
REQUEST FOR EXCLUSION FORM

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

If you want to receive a Class Settlement Payment, you should not fill out this form. You are not required to do anything at this time. This form is to be used only if you want to exclude yourself from the Settlement.

If you decide to exclude yourself from the Settlement: (1) you will not receive any payment under the Settlement (except as to the PAGA Claim, if applicable); (2) you will not be able to object to the Settlement; and (3) you will not be bound by the class settlement or the class release if it is ultimately approved by the Court.

To be excluded from the Settlement, you must complete this Request for Exclusion Form and mail it to the Settlement Administrator at the address listed below, postmarked no later than [Response Deadline--60 days following the date of mailing].

[INSERT NAME OF SETTLEMENT
ADMINISTRATOR]

[INSERT INFO]

Request for Exclusion

I hereby certify that I am or was employed by Defendants as a non-exempt, hourly employee in California for some period of time between May 15, 2020 and _____.

I have received the Notice of Class Action Settlement ("Notice") in the Action, and I request to be excluded from the Settlement. I understand that by submitting this Request for Exclusion Form, I will not be bound by the class settlement, including the Released Class Claims, as described in the Notice and in the Settlement Agreement on file with the Court, and I will not receive a payment from the class settlement. I understand that I cannot exclude myself from the PAGA Settlement Payment and that I will still receive a pro-rata share of the PAGA Settlement Amount and will be bound by the Released PAGA Claims regardless of whether I exclude myself from the Class Settlement Payment.

Full Name: _____

Street Address: _____

City, State, Zip Code: _____

Telephone Number: (____ __) ____ ____

Last four digits of your SSN: _____

Signature of Class Member (or Legal Representative): _____

Date: _____

FORMULARIO DE SOLICITUD DE EXCLUSIÓN

Tribunal Superior de California para el Condado de Orange
Hernandez v. Precise Aerospace Manufacturing, Inc.
Caso n.º 30-2024-01400056-CU-OE-CXC

Si desea recibir un Pago del Acuerdo de Conciliación de la Demanda Colectiva, no debe llenar el presente formulario. No tiene que hacer nada. Este formulario debe usarse únicamente si desea excluirse del Acuerdo de Conciliación.

Si decide excluirse del Acuerdo de Conciliación: (1) no recibirá ningún pago en virtud del Acuerdo de Conciliación (excepto en lo que respecta a la Reclamación PAGA, si corresponde); (2) no podrá objetar al Acuerdo de Conciliación; y (3) no estará sujeto al acuerdo de conciliación de la demanda colectiva o a la exoneración de la demanda colectiva en caso de que el Tribunal la apruebe definitivamente.

Para excluirse del Acuerdo de Conciliación, debe llenar este Formulario de Solicitud de Exclusión y enviarlo por correo al Administrador del Acuerdo de Conciliación a la dirección indicada a continuación, con franqueo a más tardar del [Fecha Límite de Respuesta--60 días después de la fecha de envío].

[INSERTAR EL NOMBRE DEL
ADMINISTRADOR DEL ACUERDO DE
CONCILIACIÓN]

[INSERTAR LA INFORMACIÓN]

Solicitud de Exclusión

Por el presente certifico que soy o fui empleado por los Demandados como empleado no exento, por horas, en California durante algún período de tiempo entre el 15 de mayo de 2020 y el -----.

Yo he recibido el Aviso de Acuerdo de Conciliación de la Demanda Colectiva ("Aviso") de la Demanda, y solicito que se me excluya del Acuerdo de Conciliación. Yo comprendo que, al presentar este Formulario de Solicitud de Exclusión, no estaré sujeto al acuerdo de conciliación de la demanda colectiva, incluyendo las Reclamaciones Exoneradas de la Demanda Colectiva, según se describen en el Aviso y en el Acuerdo de Conciliación que se encuentra en los archivos del Tribunal, y que no recibiré un pago del acuerdo de conciliación de la demanda colectiva. Yo comprendo que no puedo excluirme del Pago del Acuerdo de Conciliación de PAGA y que igualmente recibiré una parte prorrateada del Monto del Acuerdo de Conciliación de PAGA y estaré sujeto a las Reclamaciones Exoneradas de PAGA independientemente de que me excluya de recibir el Pago del Acuerdo de Conciliación de la Demanda Colectiva.

Nombre completo: _____

Dirección. _____

Ciudad, estado, código postal: _____

1 Número de teléfono: (____) _____
2 Cuatro últimos dígitos de su número de la Seguridad Social: _____
3 Firma del Miembro de la Demanda Colectiva (o su representante legal): _____
4 Fecha: _____
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 EXHIBIT C

2 OBJECTION FORM

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

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

8 If you do not wish to object to the Class Settlement, you should NOT fill out this form.

9 You do not need to take any action.

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

18 **[RESPONSE DEADLINE--60 days following the date of mailing].**

19 **TBD**

20 **[INSERT MAILING ADDRESS]**

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

22 _____

23 _____

24 _____

25 _____

26 _____

27 _____

28 _____

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

FORMULARIO DE OBJECCIÓN

Tribunal Superior de California para el Condado de Orange
Hernandez v. Precise Aerospace Manufacturing, Inc.
Caso n.º 30-2024-01400056-CU-OE-CXC

**UTILICE Y DEVUELVA ESTE FORMULARIO ÚNICAMENTE SI DESEA OBJETAR
AL ACUERDO DE CONCILIACIÓN DE LA DEMANDA COLECTIVA.**

**Si usted no desea objetar el Acuerdo de Conciliación de la Demanda Colectiva, NO debe
rellenar este formulario. No tiene que hacer nada.**

Si usted desea objetar el Acuerdo de Conciliación de la Demanda Colectiva, puede objetar (1)
compareciendo personalmente (incluso mediante una llamada de audio o video, según lo permita
el Tribunal) en la Audiencia de Aprobación Definitiva para explicar cualquier objeción, (2)
presentando la objeción a un abogado en representación del Miembro del Grupo, o (3) presentando
un escrito simple o una declaración de objeción al Administrador del Acuerdo mediante este
formulario. Si opta por objetar por escrito mediante este formulario debe escribir su nombre,
dirección, y los cuatro últimos dígitos de su número de la Seguridad Social, firmar en la página
siguiente, y devolver este formulario por correo o entregarlo al Administrador del Acuerdo de
Conciliación en la dirección postal que figura a continuación, con franqueo o entrega personal a
más tardar el [FECHA LÍMITE DE RESPUESTA--60 días después de la fecha de envío].

POR DEFINIR

[INSERTAR LA DIRECCIÓN POSTAL]

Yo deseo objetar el Acuerdo de Conciliación de la Demanda Colectiva por los siguientes motivos:

Datos personales:

Nombre completo: _____

Dirección. Calle: _____

Ciudad, estado, código postal: _____

Número de teléfono: (____ __) ____-____-____-____-_____

Cuatro últimos dígitos de su número de la Seguridad Social: _____

Firma del Miembro de la Demanda Colectiva (o su representante legal): _____

Fecha: _____

Exhibit “6”

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA)
3) ss
4 COUNTY OF LOS ANGELES)

5 I am employed in the county of Los Angeles, State of California. I am over the age of 18
6 and not a party to the within action; my business address is 535 N Brand Blvd. Suite 285
7 Glendale, CA 91203.

8 On the date indicated below, I served the documents described as: **1. SUPPELEMENTAL
9 DECLARATION OF LILIT TUNYAN IN SUPPORT OF PLAINTIFF'S MOTION FOR
10 PRELIMINARY APPROVAL OF CLASS AND PAGA REPRESENTATIVE ACTION
11 SETTLEMENT; 2. FIRST AMENDMENT TO JOINT STIPULATION OF CLASS AND
12 PAGA REPRESENTATIVE ACTION SETTLEMENT; 3. AMENDED PROPOSED
13 ORDER GRANTING PRELIMINARY APPROVAL OF CLASS AND PAGA
14 REPRESENTATIVE ACTION SETTLEMENT** on the interested parties in this action by
15 sending a true copy thereof to interested parties as follows and as stated on the attached service
16 list:

17 Labor & Workforce Development Agency
18 Attn. PAGA Administrator
19 1515 Clay Street, Ste. 801
20 Oakland, CA 94612
21 PAGAFilings@dir.ca.gov

22 [✓] **BY ONLINE SUBMISSION:** I hereby certify that these documents were served from
23 Glendale, California, by online submission to Labor & Workforce Development Agency
24 portal using the link <https://dir.tfaforms.net/315>.

25 I declare under penalty of perjury under the laws of the State of California that the above is
26 true and correct.

27 Executed on August 27, 2025 at Glendale, California.

28 Lilit Tunyan
Name


Signature

STATE OF CALIFORNIA

)

) SS

COUNTY OF LOS ANGELES

)

I am employed in the county of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 535 N. Brand Blvd., Suite 285, Glendale, California 91203. On August 27, 2025, I served the foregoing document described as:

On the date indicated below, I served the document described as: **SUPPLEMENTAL DECLARATION OF LILIT TUNYAN IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS AND PAGA REPRESENTATIVE ACTION SETTLEMENT** on the interested parties in this action by sending a true copy thereof to interested parties as follows and as stated on the attached service list:

John T. Egley

jegley@calljensen.com

Madeleine K. Lee

mlee@calljensen.com

Connie Valles

cvalles@calljensen.com

Catherine Miller

cmiller@calljensen.com

Julie Sandoval

jsandoval@calljensen.com

Ellen Cohen

ecohen@calljensen.com

CALL & JENSEN

A Professional Corporation

610 Newport Center Drive, Suite 700

Newport Beach, CA 92660

Tel: (949) 717-3000

***Attorneys for Defendant PRECISE
AEROSPACE MANUFACTURING, INC.***

[✓] **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.

[✓] **BY ELECTRONIC SERVICE:** Based on a court order, Rule of Court, or an agreement of the parties to accept electronic service, I caused the documents to be sent to the persons at the electronic service addresses listed above via electronic mail. I did not receive an error message.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on August 27, 2025, at Los Angeles, California.

Natalia Zevallos
Name

Natalia Zvereva

Signature