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13
14 Attorneys for Defendant PRECISION
WATERJET, INC. and OC DEBURR LLC
15

16
17 **SUPERIOR COURT OF CALIFORNIA**
18 **COUNTY OF ORANGE**

19 DENNIS DIAZ, an individual, on behalf of
20 himself and others similarly situated,

21 Plaintiff,

22 vs.

23 PRECISION WATERJET INC.; OC
24 DEBURR LLC; and DOES 1 through 50,
inclusive,

25 Defendants.
26
27
28

Case No. 30-2024-01421315-CU-OE-CXC

Assigned for All Purposes to:
Hon. William D. Claster, Dept. CX101

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

Action Filed: August 26, 2024
Trial Date: None Set

1 **JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT**

2 It is stipulated and agreed by and between Plaintiff Dennis Diaz (“Plaintiff”) and Defendants
3 Precision Waterjet Inc. and OC Debur LLC (collectively “Defendants”) (collectively, Plaintiff and
4 Defendants are referred to as the “Parties”), subject to the approval of the Court pursuant to the
5 California Rules of Court, that the Settlement of this Action shall be effectuated upon and subject to
6 the following terms and conditions. Capitalized terms used herein shall have the meanings set forth in
7 Article I or as defined elsewhere in this Joint Stipulation of Class Action and PAGA Settlement
8 (“Settlement”).

9 This Settlement is made by and between the Parties following a full day mediation session on
10 June 5, 2025 with Abe Melamed, Esq. and mediator’s proposal.

11 The Parties agree that the Action shall be, and is, ended, settled, resolved, and concluded by
12 agreement of Defendants to pay the settlement amount of Five Hundred and Thirty Three Thousand
13 Five Hundred Dollars (\$533,500), as provided in Section III(D)(7)(a) below (“Gross Settlement
14 Amount”) pursuant to the terms and conditions of this Settlement and for the consideration set forth
15 herein, including but not limited to, a release of all claims by Plaintiff and the Class Members as set
16 forth herein.

17 **I. DEFINITIONS**

18 Unless otherwise defined herein, the following terms used in this Settlement shall have the
19 meanings ascribed to them as set forth below:

20 A. “Action” means the action filed on August 26, 2024 in the Orange Superior Court,
21 titled *Diaz v. Precision Waterjet Inc., et al.*, Case No. 30-2024-01421315-CU-OE-CXC.

22 B. “Aggrieved Employees” means all persons currently or formerly employed as non-
23 exempt employees in California by Defendants at any time during the PAGA Period (defined below).

24 C. “Class” means all persons currently or formerly employed as non-exempt employees
25 in California by Defendants at any time during the Class Period (defined below) who do not timely
26 and validly exclude themselves from the Class in compliance with the exclusion procedures set forth
27 in this Settlement.

28 D. “Class Counsel” means the attorneys for the Class and the Class Members, as follows:

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Shelly Song
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TORUS LLP
2 Park Plaza, Suite 1260
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Facsimile: (949) 528-2596

E. “Class Member(s)” means all members of the Class.

F. “Class Notice” means the Notice of Proposed Class Action Settlement in a form substantially similar to the notice attached hereto as **Exhibit A**, subject to Court approval.

G. “Class Period” means March 1, 2020 through June 5, 2025 or an earlier date at Defendants’ discretion per Section III(D)(5).

H. “Court” means the Orange Superior Court, where the Action is pending.

I. “Effective Date” means the later of the following: (1) the date the Final Approval Order is signed if no objections are filed to the Settlement; (2) if objections are filed and overruled, and no appeal is taken of the Final Approval Order, sixty (60) days after the Final Approval Order is signed; or (3) if an appeal is taken from the Court’s overruling of objections to the Settlement, ten (10) days after the appeal is withdrawn or after an appellate decision affirming the final approval decision becomes final.

J. “Defendants” mean PRECISION WATERJET INC. and OC DEBURR LLC.

K. “Defense Counsel” means counsel for Defendants, who are:

CUMMINS & WHITE, LLP
Erick J. Becker, P.C. (Bar No. 137180)
E-mail: ebecker@cwlawyers.com
Garrett M. Fahy (Bar No. 267103)
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Facsimile: (949) 852-8510

L. “Disposition” means the method by which the Court approves the terms of the Settlement and retains jurisdiction over its enforcement, implementation, construction, administration,

1 and interpretation.

2 M. “Enhancement Award” means an amount of up to Five Thousand Dollars (\$5,000) for
3 Plaintiff Dennis Diaz, subject to Court approval.

4 N. “Final Approval Order” means the final formal court order signed by the Court and
5 entering a judgment approving this Settlement on substantially the terms provided herein or as the
6 same may be modified by subsequent written agreement of the Parties as approved by the Court
7 following the Final Approval Hearing in accordance with the terms herein.

8 O. “Gross Settlement Amount” means Five Hundred and Thirty Three Thousand Five
9 Hundred Dollars (\$533,500), unless increased on a pro rata basis pursuant to Section III(D)(5) to be
10 paid by Defendants, at their discretion based on the pro rata factors, and pursuant to the terms of this
11 Settlement to settle this Action. All claims of the Settlement Class, including all wages, damages,
12 interest, penalties, and all administration costs, attorney’s fees and costs, Enhancement Award, and
13 LWDA Payment (defined below) pursuant to Section III(D)(7) below, shall be paid out of the Gross
14 Settlement Amount. The employer’s share of payroll taxes arising from the payments made under
15 this settlement shall be paid by Defendants separate from and in addition to the Gross Settlement
16 Amount. No part of the Gross Settlement amount shall revert to Defendants.

17 P. “Individual Settlement Payments” means the amounts of money from the Net
18 Settlement Amount that shall be paid to Participating Class Members less the employee’s portion of
19 required federal and state withholdings. Individual Settlement Payments will be each Participating
20 Class Member’s proportional share of the Net Settlement Amount (which shall be determined by the
21 calculations provided in this Settlement).

22 Q. “Judgment” refers to the judgment entered by the Court in conjunction with the Final
23 Approval Order.

24 R. “LWDA Payment” means 75% of the \$50,000 allocated to settlement of PAGA claims,
25 which will be paid to the Labor and Workforce Development Agency (“LWDA”) pursuant to Section
26 III(D)(7)(e) of this Settlement, subject to Court approval.

27 S. “Net Settlement Amount” means the Gross Settlement Amount less the Court-
28 approved settlement administration costs, attorney’s fees and costs, Enhancement Award, and LWDA

1 Payment, pursuant to Section III(D)(7) below.

2 T. “Non-Participating Class Member(s)” means those Class Members who submit to the
3 Settlement Administrator a valid and timely Exclusion Form to be excluded from the Class pursuant
4 to Section III(D)(2) below.

5 U. “Objection” means a Class Member that appears in person or through their counsel to
6 object at the Final Approval Hearing or mails a signed written objection to the Settlement by a Class
7 Member, that is timely mailed to the Settlement Administrator, setting forth the grounds for the
8 objection, along with any supporting documents, the Class Member’s address, telephone number, and
9 reference to the Action.

10 V. “PAGA Period” means July 12, 2023 through June 5, 2025 or an earlier date at
11 Defendants’ discretion per Section III(D)(5).

12 W. “Participating Class Member(s)” is defined as a Class Member who does not timely
13 exclude himself or herself from the Settlement and will therefore receive his or her share of the
14 Settlement proceeds automatically without the need to return a claim form. Each Participating Class
15 Member will be paid his/her Individual Settlement Payment.

16 X. “Plaintiff” means Dennis Diaz.

17 Y. “Preliminary Approval Date” means the date the Court preliminarily approves the
18 Settlement.

19 Z. “Qualifying Pay Periods” means any pay period during which an Aggrieved Employee
20 was employed by Defendants during the PAGA Period.

21 AA. “Qualifying Workweeks” means any week during which a Class Member was
22 employed by Defendants during the Class Period.

23 BB. “Request for Exclusion” means the Exclusion Form that will be enclosed with the Class
24 Notice that Class Members can use to opt out or exclude themselves from the Settlement. In order for
25 a Request for Exclusion to be valid, the Exclusion Form must be signed and postmarked by the
26 deadline provided for in Sections III(C) and III(D)(2) below, and mailed to the Settlement
27 Administrator at the address specified in the Class Notice.

28 CC. “Settlement” means this Joint Stipulation of Class Action Settlement, including the

1 attached Exhibit.

2 DD. "Settlement Administration Costs" means an amount of up to Eight Thousand Five
3 Hundred Dollars (\$8,500), subject to Court approval, for all costs incurred by the Settlement
4 Administrator in administration of the Settlement, including, but not limited to, mailing of notice to
5 the class, calculation of Individual Settlement Payments, generation of Individual Settlement Payment
6 checks and related tax reporting forms, administration of unclaimed and/or uncashed checks to the
7 California State Controller's Office's Unclaimed Property Division, and distribution of checks to
8 Class Counsel for attorneys' fees and costs, to Plaintiff for his Enhancement Award, and to the LWDA.
9 The Settlement Administration Costs shall be paid from the Gross Settlement Amount.

10 EE. "Settlement Administrator" means Phoenix Class Action Administration Solutions,
11 which the Parties have agreed will be responsible for the administration of the Individual Settlement
12 Payments to be made by Defendants from the Gross Settlement Amount and related matters under this
13 Settlement.

14 **II. CONTINGENT NATURE OF THE AGREEMENT**

15 Because the Parties have stipulated to the certification of the Class with respect to all causes
16 of action alleged in the Action for settlement purposes only, this Settlement requires preliminary and
17 final approval by the Court. Accordingly, the Parties enter into this Settlement on a conditional basis.
18 This Settlement is contingent upon the approval and certification by the Court. If the Effective Date
19 does not occur, the fact that the Parties were willing to stipulate for the purposes of this Settlement
20 shall have no bearing on, nor be admissible in connection with, the issue of certification of the Class
21 with respect to all causes of action alleged in the Action, and this Settlement shall not be referred to
22 or used for any purpose whatsoever. Defendants do not consent to certification of the Class for any
23 purpose other than to effectuate settlement of the Action. If the Effective Date does not occur, or if
24 disposition of this Action is not effectuated, any certification of the Class as to Defendants will be
25 vacated and Plaintiff, Defendants, and the Class will be returned to their respective positions in the
26 Action as if the Settlement had not been executed. In the event that the Effective Date does not occur:
27 (a) any Court orders preliminarily or finally approving certification of any class contemplated by this
28 Settlement shall be null, void, and vacated, and shall not be used or cited thereafter by any person or

1 entity; and (b) the fact of the settlement reflected in this Settlement, the fact that Defendants did not
2 oppose the certification of a Class under this Settlement, or that the Court preliminarily approved the
3 certification of the Class, shall not be used or cited thereafter by any person or entity, including in any
4 manner whatsoever, including without limitation any contested proceeding relating to the certification
5 of any class. If the Effective Date does not occur, this Settlement shall be deemed null and void, shall
6 be of no force or effect whatsoever, and shall not be referred to or used for any purpose whatsoever.
7 Defendants expressly reserve the right to challenge the propriety of class certification in the Action
8 for any purpose if the Effective Date does not occur.

9 The Parties and their respective counsel shall take all steps that may be requested by the Court
10 relating to the approval and implementation of this Settlement and shall otherwise use their respective
11 best efforts to obtain Court approval and implement this Settlement. If the Court does not grant the
12 Motion for Preliminary Approval and/or the Motion for Final Approval, the Parties agree to meet and
13 confer in good faith to address the Court's concerns. If the Parties are unable to agree upon a
14 resolution, the Parties agree to seek guidance from the Court to resolve the dispute.

15 **III. PROCEDURE FOR APPROVAL AND IMPLEMENTATION OF SETTLEMENT**

16 The procedure for obtaining Court approval of and implementing this Settlement shall be as
17 follows:

18 **A. Motion for Conditional Class Certification and Preliminary Approval**

19 Plaintiff will bring a motion before the Court for an order conditionally certifying the Class to
20 include all claims pled in the Action based on the preliminary approval of this Settlement. The date
21 that the Court grants preliminary approval of this Agreement will be the "Preliminary Approval Date."
22 Pursuant to California Labor Code § 2699(1)(1), Plaintiff shall submit to the LWDA a copy of this
23 Agreement and all supporting approval documents required by the LWDA at the same time that
24 Plaintiff submits them to the Court for approval.

25 **B. The Settlement Administrator**

26 The Parties have chosen Phoenix Class Action Administration Solutions to administer this
27 Settlement and to act as the Settlement Administrator, including but not limited to posting on its
28 website, key documents, including the operative Complaint, Settlement and any amendments thereto,

1 the Notice, Exclusion Request Form, Orders for Preliminary Approval and Final Approval, and the
2 Final Judgment (Class Members must be advised that they may obtain these records from the
3 Settlement Administrator's website in the Class Notice), distributing and responding to inquiries about
4 the Class Notice, determining the validity of exclusions/opt-outs, calculating the Net Settlement
5 Amount and the Individual Settlement Payments, issuing the Individual Settlement Payment checks
6 and distributing them to Participating Class Members, administering and making payment of
7 unclaimed and/or uncashed checks to the California State Controller's Office's Unclaimed Property
8 Division, issuing the payment to Class Counsel for attorneys' fees and costs, the Enhancement Award
9 check to Plaintiff, the LWDA Payment, and the employer payroll taxes to the appropriate taxing
10 authorities. The Final Judgment must remain on the Settlement Administrator's website for at least
11 180 days. The Settlement Administrator shall expressly agree to all of the terms and conditions of this
12 Settlement.

13 All costs of administering the Settlement, including but not limited to all costs and fees
14 associated with preparing, issuing and mailing any and all notices to Class Members and/or
15 Participating Class Members, all costs and fees associated with computing, processing, reviewing, and
16 mailing the Individual Settlement Payments, all costs and fees administering and making payment of
17 unclaimed and/or uncashed checks to the California State Controller's Office's Unclaimed Property
18 Division, all costs and fees associated with preparing any tax returns and any other filings required by
19 any governmental taxing authority or agency, all costs and fees associated with preparing any other
20 checks, notices, reports, or filings to be prepared in the course of administering disbursements from
21 the Net Settlement Amount, and any other costs and fees incurred and/or charged by the Settlement
22 Administrator in connection with the execution of its duties under this Settlement ("Settlement
23 Administration Costs"), shall be paid to the Settlement Administrator from the Gross Settlement
24 Amount.

25 **C. Notice to Class Members**

26 No later than seven (7) days after the Preliminary Approval Date, Defendants will provide the
27 Settlement Administrator with a "Class List," compiled using Microsoft Excel, based on its business
28 records, identifying the names of the Class Members, their last known home addresses, Social Security

1 numbers or, as applicable, other taxpayer identification number, and their dates of employment during
2 the Class Period. This information shall be treated as confidential and shall not be disclosed to Plaintiff,
3 Class Counsel or any other person without prior approval from Defendants' Counsel.

4 Within ten (10) days of receiving the Class List from Defendants, the Settlement Administrator
5 will send Class Members, by first-class mail, at their last known address, the Court approved Class
6 Notice, including notice of this settlement and of the opportunity to opt out of the Settlement Class or
7 object to the Settlement. The Class Notice will include a calculation of the Class Member's minimum
8 share of the Net Settlement Amount. Class Members will have sixty (60) days from the date of mailing
9 in which to postmark Requests for Exclusion or Objections. Prior to the initial mailing, the Settlement
10 Administrator will check all Class Member addresses against the National Change of Address database
11 and shall update any addresses before mailing. The Settlement Administrator will skip trace and re-
12 mail all returned, undelivered mail within five (5) days of receiving notice that a notice was
13 undeliverable. If a Class Member's notice is re-mailed, the Class Member shall have fifteen (15) days
14 from the re-mailing, or sixty (60) days from the date of the initial mailing, whichever is later, in which
15 to postmark a Request for Exclusion or Objection. Class Members shall not be required to submit
16 claim forms in order to receive their Individual Settlement Payments.

17 If the Class Notice is returned with a forwarding address, the Settlement Administrator shall
18 re-mail the Class Notice to the forwarding address. With respect to those Class Members whose Class
19 Notice is returned to the Settlement Administrator as undeliverable, the Settlement Administrator shall
20 promptly attempt to obtain a valid mailing address by performing a skip trace or mass search on
21 LexisNexis databases based on set criteria and, if another address is identified, shall mail the Class
22 Notice to the newly identified address. It is the intent of the parties that reasonable means be used to
23 locate Class Members and that the Settlement Administrator be given discretion to take steps in order
24 to facilitate notice of this Settlement and delivery of the Individual Settlement Payments to the
25 Settlement Class. If no address can be determined by the Settlement Administrator after these efforts,
26 no further efforts to determine an address shall be required.

27 If the Class Notice is re-mailed, the Settlement Administrator will note for its own records and
28 notify Class Counsel and Defense Counsel of the date of each such re-mailing as part of a weekly

1 status report provided to the Parties.

2 In the event a Class Member's Class Notice remains undeliverable sixty (60) days after the
3 Class Notice was initially mailed, the Settlement Administrator will not mail the Class Member's
4 Individual Settlement Payment. The Settlement Administrator will hold the Class Member's
5 Individual Settlement Payment during the check cashing period on behalf of the Class Member. If at
6 the conclusion of the check cashing period the Class Member's Class Notice and Individual Settlement
7 Payment remain undeliverable and/or unclaimed and uncashed, the Settlement Administrator will
8 distribute the funds from unclaimed/uncashed checks in accordance with the procedures set forth in
9 Section III(D)(7)(f) below.

10 No later than twenty (20) business days prior to the Final Approval Hearing, the Settlement
11 Administrator shall provide Defense Counsel and Class Counsel with a declaration attesting to
12 completion of the notice process, including any attempts to obtain valid mailing addresses for and re-
13 sending of any returned Class Notices, as well as the number of valid Requests for Exclusion and
14 Objections that the Settlement Administrator received.

15 Compliance with the procedures described in this section shall constitute due and sufficient
16 notice to Class Members of this proposed Settlement and the Final Approval Hearing and shall satisfy
17 the requirements of due process. Nothing else shall be required of the Parties, Class Counsel, Defense
18 Counsel, or the Settlement Administrator to provide notice of the proposed Settlement and the Final
19 Approval Hearing. However, if any Class Member objects to the Settlement and the Final Approval
20 Hearing is continued as a result, the Settlement Administrator shall provide notice to the objecting
21 party of the continuance.

22 **D. Responses to Notice**

23 **1. Class Member and Aggrieved Employee Disputes**

24 If any Class Member and/or Aggrieved Employee disagrees with Defendants' records as to his
25 or her Qualifying Workweeks during the Class Period and/or Qualifying Pay Periods as reflected in
26 the Class Notice, the Class Member and/or Aggrieved Employee shall set forth the Qualifying
27 Workweeks and Qualifying Pay Periods he or she claims to have worked during the Class Period and
28 mail a signed written dispute to the Settlement Administrator, indicating what he or she believes is the

1 correct number of Qualifying Workweeks and/or Qualifying Pay Periods along with any supporting
2 documentation. The Class Notice will also provide a method for the Class Member to challenge the
3 employment data on which his or her Individual Settlement Payment is based. The Settlement
4 Administrator shall contact the Parties regarding the dispute and the Parties will work in good faith to
5 resolve it. If the Parties are unable to resolve the dispute, the Settlement Administrator may initially
6 determine the Qualifying Workweeks for each Class Member during the Class Period and/or
7 Qualifying Pay Periods for each Aggrieved Employee during the PAGA Period based on the
8 information provided to it but shall be submitted to the Court for a final ruling at the Final Approval
9 Hearing. The Parties must file with the Court, all disputes submitted by Class Members and/or
10 Aggrieved Employees, the evidence submitted, and the resolution of those disputes.

11 **2. Requests for Exclusion from the Class**

12 The Plaintiff may not request exclusion from the Class. In order for any Class Member to
13 validly exclude himself or herself from the Class and this Settlement (*i.e.*, to validly opt out), the
14 Exclusion Form must be completed and signed by the Class Member or his or her authorized
15 representative, and must be mailed or faxed to the Settlement Administrator, postmarked or faxed by
16 no later than sixty (60) days after the date the Settlement Administrator initially mails the Class Notice
17 to the Class Members (or fifteen (15) days after the Settlement Administrator re-mails the Class Notice
18 to the Class Member, whichever is later). The Class Notice shall contain instructions that the
19 Exclusion Form must be mailed or faxed, the date by which it must be mailed, and state the name and
20 address of the Settlement Administrator. The date of the initial mailing of the Class Notice, and the
21 date the signed Exclusion Form was postmarked or faxed, shall be conclusively determined according
22 to the records of the Settlement Administrator. Any Class Member who timely and validly requests
23 exclusion from the Class and this Settlement will not be entitled to any Individual Settlement Payment
24 arising from the Class claims, will not be bound by the terms and conditions of this Settlement as to
25 the Class claims, and will not have any right to object, appeal, or comment thereon. However, the
26 proposed settlement includes the settlement of claims for civil penalties under PAGA. An employee
27 may not request exclusion from the settlement of a PAGA claim. Thus, if the court approves the
28 Settlement, then even if a Class Member requests exclusion from the Settlement, the Class Member

1 will still receive an individual settlement share for the PAGA claims pursuant to the terms in Section
2 III(D)(7)(e) below, and will be deemed to have released the PAGA claims. A Request for Exclusion
3 will preserve the Class Member's right to individually pursue only the remaining Class claims.

4 Any Class Member who fails to timely submit a Request for Exclusion shall automatically be
5 deemed a Class Member whose rights and claims with respect to the issues raised in the Action are
6 determined by the Court's Final Approval Order, and by the other rulings in the Action.

7 **3. Objections to Settlement**

8 The Plaintiff may not object to the Settlement. For any Class Member to object to this
9 Settlement, or any term of it, the person making the objection must not submit a Request for Exclusion
10 (*i.e.*, must not opt out), and may appear in person or through their counsel to object at the Final
11 Approval Hearing or complete, sign and send the Objection, along with any supporting documents,
12 the Class Member's address, telephone number, and reference to the Action using the instructions
13 provided in the Class Notice to the Settlement Administrator, postmarked no later than sixty (60) days
14 after the Class Notice was initially mailed to the Class Members (or fifteen (15) days after the
15 Settlement Administrator re-mails the Notice to the Class Member, whichever is later). The date of
16 the initial mailing of the Class Notice, and the date the signed Objection was postmarked, shall be
17 conclusively determined according to the records of the Settlement Administrator. The Settlement
18 Administrator shall send any Objections it receives to Defense Counsel and Class Counsel within three
19 (3) business days of receipt. The Court retains final authority with respect to the consideration and
20 admissibility of any Class Member objections.

21 **4. Encouragement of Class Members**

22 The Parties to this Settlement and the counsel representing such Parties shall not, directly or
23 indirectly, through any person, encourage or solicit any Class Member to exclude himself or herself
24 from this Settlement (opt out), or to object to it. However, Class Counsel may respond to inquiries
25 from Class Members.

26 **5. Defendants' Right to Adjust Gross Settlement Amount**

27 When the Parties agreed to settle this matter, Defendants estimated the number of putative
28 Class Members as approximately 264 and the total number of workweeks as roughly 11,000. If the

1 total number of workweeks increases by more than 10% as of the end of the Class Period, Defendants
2 will have the option to either (a) accept the pro rata increase to the Gross Settlement Amount by \$48.50
3 for each additional workweek over 12,100 workweeks, or (b) cut off the Release Period at the day
4 before the pro rata increase would be triggered, but Defendants must provide notice to Plaintiff of its
5 choice to select the earlier date before the Court grants preliminary approval of this Settlement.

6 **6. Final Approval Hearing**

7 On the date set forth in the Order for Preliminary Approval and Class Notice, a Final Approval
8 Hearing shall be held before the Court in order to (1) review this Settlement and determine whether
9 the Court should give it final approval, and (2) consider any objections made and all responses by the
10 Parties to such objections. At the Final Approval Hearing, the Parties shall ask the Court to give final
11 approval to this Settlement and shall submit to the Court a Proposed Final Approval Order.

12 a. Waiver of Right to Appeal

13 Provided that the Final Approval Order is consistent with the terms and conditions of this
14 Settlement, all Class Members who do not submit timely written objections to the Settlement or orally
15 object at the Final Approval Hearing hereby waive any and all rights to appeal from the Final Approval
16 Order and Judgment, including all rights to any post-Final Approval Order proceeding and appellate
17 proceeding, such as a motion to vacate or set-aside the Final Approval Order and Judgment, a motion
18 for new trial, and any extraordinary writ, and the Final Approval Order and Judgment therefore shall
19 become final and non-appealable at the time it is entered. This waiver does not include any waiver of
20 the right to oppose any appeal, appellate proceedings, or post-Final Order proceedings. A modification
21 by the Court of the requested amount of the Enhancement or Class Counsel's fees or costs shall not
22 constitute a basis for appeal of the Final Approval Order within the meaning of this paragraph.

23 b. Vacation, Reversal, or Material Modification of Final Order and 24 Judgment on Appeal or Review

25 If, after a notice of appeal or a petition for a writ of *certiorari* or any other motion, petition, or
26 application, the reviewing court vacates, reverses, or modifies the Final Approval Order such that there
27 is a material modification to the Settlement and that court's decision is not completely reversed, and
28 the Final Approval Order is not fully affirmed on review by a higher court, then Plaintiff and

Defendants shall each have the right, but not the obligation, to void the Settlement, which the Party must do by giving written notice to the other Party, the final reviewing court, and the Court no later than thirty (30) days after the final reviewing court's decision vacating, reversing, or materially modifying the Final Order becomes final and non-appealable. A vacation, reversal, or modification of the Court's award of the Enhancement or Class Counsel's fees or costs shall not constitute a vacation, reversal, or material modification of the Final Order and Judgment within the meaning of this paragraph.

7. Settlement Payment Procedures

a. Gross Settlement Amount

In exchange for the releases set forth in this Agreement, Defendants agree to pay the Gross Settlement Amount in the amount of Five Hundred and Thirty Three Thousand Five Hundred Dollars (\$533,500), subject to a pro rata increase under the condition set forth in Section III(D)(5). The Gross Settlement Amount includes all claims of the Settlement Class and all Settlement Administration costs, Class Counsel's attorney's fees and costs, LWDA Payment, and Enhancement Award.

No later than fourteen (14) days after the Court's final approval of the Settlement (i.e., the date the final approval order and judgment is signed), Defendants will transfer the Gross Settlement Amount into an account established by the Settlement Administrator either directly or by sending the funds to the Settlement Administer to be deposited and distributed. All of Defendants' obligations under this Settlement are deemed to be satisfied upon Defendants' timely deposit of the entire Gross Settlement Amount and acknowledgement of receipt of said funds and Defendants shall have no further obligations to the Class including, without limitation, any further obligations to make any other payments of any kind to, or on behalf of, the Class (except for the employer's share of payroll taxes).

The Settlement Administrator will use these funds to fund payment of the Individual Settlement Payments to Participating Class Members, Class Counsel's attorneys' fees and costs, LWDA Payment, the Enhancement Award, and employer and employee tax withholdings applicable to the Net Settlement Amount allocated to wages. Ten (10) days after Defendants fully fund the Settlement, the Settlement Administrator will pay the Class Members' Individual Settlement Payments, Court-approved attorney's fees and costs, settlement administration costs, Enhancement

1 Award, and LWDA Payment.

2 b. Payment of Attorneys' Fees and Costs

3 Class Counsel shall submit an application for an award of attorneys' fees of up to one-third of
4 the Gross Settlement Amount (which may increase pursuant to Section III(D)(5), i.e., pro rata increase
5 provision), which, based on the current Gross Settlement Amount, is One Hundred and Seventy Seven
6 Thousand Eight Hundred and Thirty Three Dollars and Thirty Three Cents (\$177,833.33). Class
7 Counsel shall submit an application for an award of costs not to exceed Thirty Thousand Dollars
8 (\$30,000). Such application for attorneys' fees and costs shall be heard by the Court at the Final
9 Approval Hearing. Defendants shall not object to or oppose any such application in these amounts.

10 Any fees and costs awarded by the Court shall be paid from the Gross Settlement Amount and
11 shall not constitute payment to any Class Member(s). The attorneys' fees and costs for Class Counsel
12 approved by the Court shall encompass all work performed, costs, and expenses related to the
13 investigation, prosecution, and settlement of the Action incurred through the Effective Date. To the
14 extent that the Court approves less than the amount of attorney's fees and/or costs that Class Counsel
15 requests, the difference between the requested and awarded amounts will be reallocated to the Net
16 Settlement Amount.

17 Any award of attorneys' fees and costs shall include and satisfy all past and future attorneys'
18 fees and costs incurred to prosecute, settle, and participate in administering the Settlement, including
19 obtaining the Final Approval Order. Defendants shall have no obligation to Class Counsel for any
20 attorneys' fees and costs incurred in prosecuting this Action other than as stated herein, provided that
21 Defendants fully comply with the terms of this Settlement, including but not limited to timely payment
22 of the Gross Settlement Amount.

23 c. Payment of Settlement Administration Costs

24 The Settlement Administration Costs shall be paid out of the Gross Settlement Amount and
25 shall not constitute payment to any Participating Class Member(s). The amount shall not exceed Eight
26 Thousand Five Hundred Dollars (\$8,500).

27 d. Payment of Enhancement Award to Named Plaintiff

28 Subject to Court approval, Plaintiff shall receive an Enhancement Award of up to Five

1 Thousand Dollars (\$5,000), the request for which Defendants will not object to or oppose. The
2 Enhancement Award shall be paid out of the Gross Settlement Amount and shall not constitute
3 payment to any Participating Class Member(s). To the extent that the Court approves less than the
4 amount of Enhancement Award that Class Counsel requests, the difference between the requested and
5 awarded amounts will be reallocated to the Net Settlement Amount.

6 Because it is the intent of the Parties that the Enhancement Award represents payment to
7 Plaintiff for his service to the Class Members, and not wages, the Settlement Administrator will not
8 withhold any taxes from the Enhancement Award. The Enhancement Award will be reported on a
9 Form 1099, which the Settlement Administrator will provide to Plaintiff and to the pertinent taxing
10 authorities as required by law.

11 Although it is the contemplation of the Parties that the Enhancement Award does not represent
12 wages, the Internal Revenue Service, the California Franchise Tax Board, or some other taxing
13 authority may take the position that some or all of the Enhancement Award constitutes wages for
14 income tax and withholding purposes. Plaintiff agrees to assume the responsibility of remitting to the
15 Internal Revenue Service, the California Franchise Tax Board, and any other relevant taxing authority
16 the amounts required by law, if any, to be withheld by Defendants from the Enhancement Award paid
17 under this Settlement. In addition, Plaintiff shall hold Defendants, Released Parties and Class Counsel
18 harmless and indemnify Defendants, Released Parties and Class Counsel for all taxes, interest,
19 penalties, other payments and costs, incurred by Defendants by reason of any valid claims by taxing
20 authorities relating to the non-withholding of taxes from the Enhancement Award.

21 e. Payment to the Labor and Workforce Development Agency and the
22 Class for Settlement of PAGA Claims

23 In consideration of claims made under the California Private Attorneys General Act
24 (“PAGA”), Cal. Labor Code §§ 2698 et seq., Class Counsel will request that the Court approve
25 allocation of Fifty Thousand Dollars (\$50,000) of the Gross Settlement Amount to these claims
26 (“PAGA Penalties”). Seventy-five percent (75%) of the PAGA Penalties will be paid to the California
27 Labor and Workforce Development Agency (“LWDA Payment”) and twenty-five percent (25%) will
28 be paid on a pro rata basis to all Aggrieved Employees based on the individual Qualifying Pay Periods

1 worked during the PAGA Period by each Aggrieved Employee, regardless of whether or not they opt
2 out of this Settlement (“PAGA Settlement Payment”). Defendants will not oppose this request. The
3 LWDA Payment and PAGA Settlement Payment will be paid out of the Gross Settlement Amount.
4 The Court’s adjustment, if any, of the amount allocated to Plaintiff’s PAGA claim will not invalidate
5 this Settlement.

6 f. Payment of Individual Settlement Payments to Participating Class
7 Members

8 The Parties agree that the Net Settlement Amount shall be used to fund Individual Settlement
9 Payments. The Parties agree that the Net Settlement Amount shall be divided among all Participating
10 Class Members in proportion to the number of individual Qualifying Workweeks for each Class
11 Member, except for the PAGA portion of the net recovery which will be calculated and distributed to
12 Aggrieved Employees based on their Qualifying Pay Periods as described in section III(D)(7)(e). To
13 calculate the minimum amount each Class Member will receive based on their individual Qualifying
14 Workweeks, the Net Settlement Amount will be divided by the total number of Qualifying Workweeks
15 by all Class Members during the Class Period and then allocated on a pro rata basis. Each Class
16 Member’s individual amount will be included in his or her Class Notice. After final approval by the
17 Court, the Net Settlement Amount will be distributed to Participating Class Members on a pro rata
18 basis based on the individual Qualifying Workweeks worked during the Class Period by each
19 Participating Class Member.

20 Each Individual Settlement Payment will represent wages and penalties allocated using the
21 following formula: eighty percent (80%) allocated to wages and twenty percent (20%) allocated to
22 penalties and interest. The amounts paid as wages shall be subject to all tax withholdings customarily
23 made from an employee’s wages and all other authorized and required withholdings and shall be
24 reported by W-2 forms. The employer-side taxes (including employer’s portion of FICA, FUTA,
25 SUTA, and all other applicable payroll taxes) will be paid by Defendants separate from and in addition
26 to the Gross Settlement Amount. The amounts paid as penalties and interest, including the PAGA
27 Settlement Payments, shall be subject to all authorized and required withholdings other than the tax
28 withholdings customarily made from employees’ wages and shall be reported by IRS 1099 forms.

1 Defendants shall not make as part of this Settlement, nor be required to make, any deductions, nor pay
2 any monthly contributions for any insurance, retirement, 401(k) or profit-sharing plans, or any benefit
3 plans related to monies paid as a result of this Settlement.

4 Based on the Class List, the Settlement Administrator shall calculate: (a) the Net Settlement
5 Amount, (b) the Individual Settlement Payment for each Participating Class Member based on the
6 formula specified above, (c) the amount of the Individual Settlement Payments to be allocated to
7 wages, interest and penalties based on the formula specified above, (d) the employer share of the
8 payroll taxes applicable to the Net Settlement Amount allocated to wages, and (e) the employee tax
9 withholding amount based on the allocation of each Individual Settlement Payment to wages.

10 No later than ten (10) business days after receiving the entire Gross Settlement Amount from
11 Defendants, the Settlement Administrator shall prepare and mail the checks for the Individual
12 Settlement Payments to Participating Class Members. Defendants shall not bear any liability for lost
13 or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Individual
14 Settlement Payments paid from the Net Settlement Amount allocated to wages will be reduced by
15 applicable employer and employee tax withholdings, and the Settlement Administrator will issue a
16 Form W-2 for the wage portion of the Individual Settlement Payments. The Settlement Administrator
17 will issue a Form 1099 to the extent required by law for the interest and penalty portions of the
18 Individual Settlement Payments. Participating Class Members shall have 180 days from the date their
19 Individual Settlement Payment checks are dated to cash their settlement checks. Any amounts from
20 checks that remain unclaimed and/or uncashed after 180 days of issuance will be disbursed to the
21 California State Controller's Office's Unclaimed Property Division.

22 If a check is returned to the Settlement Administrator as undeliverable, the Settlement
23 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or
24 a mass search on LexisNexis databases or other databases based on set criteria and, if another address
25 is identified, shall mail the check to the newly identified address. If the Settlement Administrator is
26 unable to obtain a valid mailing address through this process, the Settlement Administrator will also
27 transfer the amount represented by the check to California State Controller's Office's Unclaimed
28 Property Division.

1 g. No Credit Toward Benefit Plans

2 The Individual Settlement Payments made to Participating Class Members under this
3 Agreement, as well as any other payments made pursuant to this Agreement, will not be utilized to
4 calculate any additional benefits under any benefit plans to which any Class Members may be eligible,
5 including, but not limited to: profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans,
6 vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties'
7 intention that this Settlement will not affect any rights, contributions, or amounts to which any Class
8 Members may be entitled under any benefit plans.

9 h. No Effect on Regular Rate or Overtime Compensation

10 Participating Class Members will receive payment under the Settlement as determined by the
11 Settlement Administrator in accordance with this Agreement. The Parties agree that this payment is
12 not viewed as additional compensation for purposes of calculating a "regular rate" of pay under
13 California or federal law for the period during which it is received, and no additional overtime
14 compensation is required as a result of such payment.

15 i. Tax Liability

16 The Parties and counsel for the Parties make no representation as to the tax treatment or legal
17 effect of the payments called for hereunder. Plaintiff and Participating Class Members are not relying
18 on any statement, representation, or calculation by the Parties, counsel for the Parties, or the Settlement
19 Administrator in this regard. Plaintiff, Participating Class Members, and Plaintiff's Counsel
20 understand and agree that they will be solely responsible for the payment of their own portion of any
21 taxes and penalties assessed on the payments that they receive.

22 j. No Additional Contribution by Defendants

23 Other than as set forth above, Defendants shall not be called upon or required to contribute
24 additional monies above the Settlement under any circumstances whatsoever except as specifically set
25 forth herein. In the event that this Settlement is canceled, rescinded, terminated, voided, or nullified,
26 however that may occur, or the Settlement of the Action is barred by operation of law, or invalidated,
27 or ordered not to be carried out by a court of competent jurisdiction, Defendants shall cease to have
28 any obligation to pay any portion of the Settlement to anyone under the terms of this Settlement, except

1 for costs already incurred by the Settlement Administrator, and this action shall resume as though no
2 Settlement had occurred with the Action proceeding in the Orange County Superior Court.

3 **IV. LIMITATIONS ON USE OF THIS SETTLEMENT**

4 **A. No Admission**

5 Defendants deny that they have engaged in any unlawful activity, that they have failed to
6 comply with the law in any respect, that they have any liability to anyone under the claims asserted in
7 the Action, and that but for this Settlement a class should not be certified in this Action. This
8 Settlement is entered into solely for the purpose of compromising highly disputed claims. Nothing in
9 this Settlement is intended or will be construed as an admission of liability or wrongdoing by
10 Defendants.

11 **B. Non-Evidentiary Use**

12 Whether or not the Effective Date occurs, neither this Settlement nor any of its terms will be:
13 (a) construed as, offered, or admitted in evidence as, received as, or deemed to be evidence for any
14 purpose adverse to Defendants or any other of the Released Parties, including but not limited to,
15 evidence of a presumption, concession, indication, or admission by any of the Released Parties of any
16 liability, fault, wrongdoing, omission, concession, or damage, or (b) disclosed, referred to, or offered
17 in evidence against any of the Released Parties in any further proceeding in the Action, except for the
18 purposes of effectuating the Settlement pursuant to the terms herein or for Defendants to establish that
19 a Class Member has resolved any of his/her claims released through this Settlement.

20 **C. Defendants' Right to Terminate Settlement**

21 Defendants shall have the right at their sole discretion to terminate the Settlement if Class
22 Members holding 20% or more of the amount to be actually distributed to the Class, timely elect to
23 opt out of the Settlement. If Defendants elect to exercise their right under this paragraph, Defendants
24 shall be liable solely for administrative costs of the third-party claims administrator selected by the
25 parties. Defendants agree that they will not in any manner take any actions to encourage Class
26 Members to opt-out.

27 **D. Nullification**

28 The Parties have agreed to the conditional certification of the Class encompassing all claims

1 alleged in the Action for the sole purpose of effectuating this Settlement. If (a) the Court should for
2 any reason fail to certify this Class for settlement, or (b) the Court should for any reason fail to approve
3 this Settlement, or (c) the Court should for any reason fail to enter the Final Approval Order, or (d) the
4 Final Approval Order is reversed, or declared or rendered void, or (e) the Court should for any reason
5 fail to dispose of the action in its entirety, then (i) this Settlement shall be considered null and void;
6 (ii) neither this Settlement nor any of the related negotiations or proceedings shall be of any force or
7 effect; (iii) all Parties to this Settlement shall stand in the same position, without prejudice, as if the
8 Settlement had been neither entered into nor filed with the Court; and (iv) the fact that the Parties were
9 willing to stipulate to class certification of all causes of action pled in the Action as part of the
10 Settlement will have no bearing on, and will not be admissible in connection with, the issue of whether
11 the Class should be certified by the Court in a non-settlement context in this Action or any other action,
12 and in any of those events, Defendants expressly reserve the right to oppose certification of the Class.

13 Invalidation of any material portion of this Settlement shall invalidate this Settlement in its
14 entirety unless the Parties shall subsequently agree in writing that the remaining provisions shall
15 remain in full force and effect.

16 **V. RELEASES**

17 **A. Releases by Class Members**

18 Upon the Effective Date and full payment of the Gross Settlement Amount by Defendants,
19 Participating Class Members who do not opt out of the Settlement, on behalf of themselves and their
20 respective former and present representatives, agents, attorneys, heirs, administrators, successors, and
21 assigns, will release Defendants, together with their present and former parents, subsidiaries, affiliated
22 and related entities, present and former owners, boards, officers, directors, trustees, shareholders,
23 managing agents, members, partners, employees, agents, insurers, attorneys, representatives, heirs,
24 executors, administrators, successors and assigns (collectively, the “Released Parties”) from any and
25 all claims, debts, liabilities, demands, actions, or causes of action of every nature and description that
26 accrued during the Class Period, under state law and the Wage Orders of the California Industrial
27 Welfare Commission, that were alleged or which reasonably could have been alleged based on the
28 factual allegations in the First Amended Complaint in the Action, including claims for unpaid wages,

1 including but not limited to failure to pay minimum wages, straight time compensation, and overtime
2 compensation, and interest; failure to timely pay regular and final wages; missed meal period and rest
3 period wages and premiums; meal period waivers and on-duty meal period waivers; payment for all
4 hours worked; wage statements and paystubs, including wage statements and paystubs furnished or
5 available in physical, electronic, or other forms; failure to keep accurate records; declaratory relief;
6 unfair business practices; penalties, including recordkeeping penalties, wage statement penalties,
7 minimum-wage penalties, and waiting-time penalties; statutory penalties and civil penalties; and
8 attorneys' fees and costs. Without limiting the foregoing, the Released Claims include those claims
9 arising under California Labor Code Sections 201-204, 206, 210, 218.6, 226, 226.3, 226.7, 256, 510,
10 512, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1198, 2810.3, and/or those arising under
11 the Industrial Welfare Commission Wage Orders; and/or those arising under the Industrial Welfare
12 Commission Wage Orders; California Business and Professions Code section 17200 *et seq.*; California
13 Code of Regulations, title 8, Section 11160; the California Civil Code sections 3287, 3289, and 3294;
14 and California Code of Civil Procedure section 1021.5 ("Released Claims").

15 The above release language shall also be included in the Class Notice. Plaintiff and
16 Participating Class Members will release these Released Claims from March 1, 2020 through June 5,
17 2025 or an earlier date at Defendants' option per Section III(D)(5).

18 Class Members who endorse their settlement checks waive and release any claims under the
19 Fair Labor Standards Act ("FLSA") (29 U.S.C. §§ 201, *et seq.*) arising during the Class Period and
20 based on the factual allegations alleged or which reasonably could have been alleged in the Class
21 Action Complaint, including the claims noted above.

22 This release excludes the release of claims not permitted by law.

23 Any Class Member who validly excludes himself or herself from the Settlement will still
24 receive a PAGA Settlement Payment, and will be deemed to have released claims against the Released
25 Parties for civil penalties pursuant to PAGA based on the Released Claims ("PAGA Released
26 Claims").

27 **B. Releases by Aggrieved Employees and the State of California**

28 Upon the Effective Date and full payment of the Gross Settlement Amount by Defendants, the

1 State of California and Aggrieved Employees will release Defendants, including its present and former
2 parents, subsidiaries, affiliated and related entities, present and former owners, boards, officers,
3 directors, trustees, shareholders, members, partners, employees, agents, insurers, attorneys,
4 representatives, heirs, executors, administrators, successors and assigns (collectively, the “PAGA
5 Released Parties”) from any and all claims, debts, liabilities, demands, actions, or causes of action of
6 every nature and description that accrued during the PAGA Period, under state law and the California
7 Labor Code, that were alleged or which reasonably could have been alleged based on the exhausted
8 claims and factual allegations in Plaintiff’s notices sent to the LWDA and alleged in the operative
9 complaint, regardless of whether the Aggrieved Employees opt-out of the Settlement Agreement,
10 including claims for civil penalties based on unpaid wages, including but not limited to failure to pay
11 minimum wages, straight time compensation, and overtime compensation, and interest; failure to
12 timely pay regular and final wages; missed meal period and rest period wages and premiums; meal
13 period waivers and on-duty meal period waivers; payment for all hours worked; wage statements and
14 paystubs, including wage statements and paystubs furnished or available in physical, electronic, or
15 other forms; failure to keep accurate records; penalties, including recordkeeping penalties, wage
16 statement penalties, minimum-wage penalties, and waiting-time penalties; statutory penalties and civil
17 penalties; and attorneys’ fees and costs. Without limiting the foregoing, the PAGA Released Claims
18 include claims for civil penalties arising under California Labor Code Sections 201, 202, 203, 204,
19 206, 210, 226, 226.3, 226.7, 256, 510, 512, 558, 1171, 1174, 1174.5, 1194, 1197, 1197.1, 1198, and
20 2810.3 and/or those arising under the Industrial Welfare Commission Wage Orders; PAGA; and/or
21 those arising under the Industrial Welfare Commission Wage Orders; California Code of Regulations,
22 title 8, Section 11160; and California Code of Civil Procedure section 1021.5 (“PAGA Released
23 Claims”).

24 The above release language shall also be included in the Class Notice. Plaintiff, the State of
25 California, and Aggrieved Employees will release these PAGA Released Claims from July 12, 2023
26 through June 5, 2025 or an earlier date at Defendants’ discretion per Section III(D)(5).

27 This release excludes the release of claims not permitted by law.

28 Any Aggrieved Employee who validly excludes himself or herself from the Settlement will

1 still receive a PAGA Settlement Payment, and will be deemed to have released claims against the
2 PAGA Released Parties for civil penalties pursuant to PAGA based on the PAGA Released Claims.

3 **C. Plaintiff's General Release**

4 Plaintiff does hereby, for himself, and for his heirs, successors, predecessors, attorneys, agents,
5 representatives and assigns, forever release the Released Parties from any and all charges, complaints,
6 claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of
7 action, injuries, suits, rights, demands, costs, losses, debts, judgments, accounts, attorneys' fees,
8 interest, expenses (including back wages, penalties, liquidated damages, and attorneys' fees and costs
9 actually incurred), and other legal responsibilities arising in law, equity or otherwise, of any kind,
10 nature, and character whatsoever, from the beginning of time through the date of his signature on this
11 Settlement, known or unknown, suspected or unsuspected, unforeseen, or unanticipated including but
12 not limited to all claims arising out of, based upon, or relating to his employment with Defendants, the
13 termination or resignation of his employment with Defendants, or the remuneration for such
14 employment. Without limiting the generality of the foregoing, Plaintiff expressly releases all claims
15 which were or could have been raised in the Action and all claims or rights arising out of alleged
16 violations of any contracts, express or implied (including but not limited to any contract of
17 employment); any contract or covenant of good faith or fair dealing (express or implied); any tort,
18 including negligence, fraud, misrepresentation under California Labor Code § 970, negligent infliction
19 of emotional distress, intentional infliction of emotional distress, and defamation; any other common
20 law claim; any "retaliation" claims; any claims relating to any breach of public policy; any claim for
21 costs, fees, interest, or other expenses including attorneys' fees; any legal restrictions on Defendants'
22 right to discharge employees or refuse to hire applicants; and any federal, state, or other governmental
23 statute, regulation, or ordinance, including, without limitation: (1) Title VII of the Civil Rights Act of
24 1964, as amended (race, color, religion, sex, and national origin discrimination or harassment,
25 including retaliation for reporting discrimination or harassment); (2) The Civil Rights Act of 1991, as
26 amended; (3) Sections 1981 through 1988 of Title 42 of the United States Code, as amended; (4) The
27 Age Discrimination in Employment Act of 1967, as amended; (5) The Employee Retirement Income
28 Security Act of 1974, as amended; (6) The Immigration Reform and Control Act, as amended; (7) The

1 Americans with Disability Act, as amended; (8) Sections 503 and 504 of the Rehabilitation Act of
2 1973 (disability discrimination); (9) The Workers Adjustment and Retraining Notification Act, as
3 amended; (10) The Occupational Safety and Health Act, as amended; (11) California Equal Pay Law,
4 as amended; (12) Equal Pay Act, 29 U.S.C. § 209(4)(1) (equal pay); (13) Americans with Disabilities
5 Act, 42 U.S.C. § 12100 *et seq.* (disability discrimination); (14) Family and Medical Leave Act, 29
6 U.S.C. § 2601 *et seq.* (family/medical leave); (15) California Fair Employment and Housing Act [*Gov.*
7 *Code*, §§ 12900, *et seq.*] (discrimination or harassment in employment and/or housing, including
8 discrimination or harassment based on race, religious creed, color, national origin, ancestry, physical
9 or mental disability, marital status, sex (including pregnancy), sexual orientation, genetic, or age,
10 including retaliation for reporting discrimination or harassment); (16) California Family Rights Act,
11 [*Gov. Code*, §§ 12945.1, *et seq.*] (family/medical leave); (17) California Labor Code or any Industrial
12 Welfare Commission Wage Order; (18) FLSA; (19) Executive Order 11246 (race, color, religion, sex,
13 and national origin discrimination or harassment); (20) Executive Order 11141 (age discrimination);
14 (21) California health and safety laws and regulations; and (22) any other federal, state, or local law,
15 regulation or ordinance, including those regulating compensation, and those prohibiting
16 discrimination, harassment, or retaliation of any kind. This release excludes the release of claims not
17 permitted by law.

18 **D. Plaintiff's Release of Unknown Claims**

19 Plaintiff, in his individual capacity, also expressly waives, as to the Released Claims any and
20 all provisions, rights and benefits conferred by any law or principle of common law or equity, that is
21 similar, comparable, or equivalent, in whole or in part, to California Civil Code § 1542. For the
22 purpose of implementing a full and complete release, Plaintiff expressly acknowledges that the release
23 given in this Settlement is intended to include in its effect, without limitation, claims that each did not
24 know or suspect to exist in his favor at the time of the effective date of this Settlement, regardless of
25 whether the knowledge of such claims, or the facts upon which they might be based, would materially
26 have affected the settlement of this matter, and that the consideration given under the Settlement was
27 also for the release of those claims and contemplates the extinguishment of any such unknown claims.
28 Plaintiff expressly waives the provisions of section 1542 of the Civil Code of California, which

1 provides:

2 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS**
3 **THAT THE CREDITOR OR RELEASING PARTY DOES NOT**
4 **KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT**
5 **THE TIME OF EXECUTING THE RELEASE AND THAT, IF**
6 **KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY**
7 **AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR**
8 **OR RELEASED PARTY.**

9 Thus, subject to and in accordance with this Agreement, even if Plaintiff may hereafter discover facts
10 in addition to or different from those he now knows or believes to be true, Plaintiff, upon the Effective
11 Date, shall be deemed to have fully, finally, and forever settled and released any and all claims against
12 the Released Parties that were alleged or could have been alleged in the Action, as well as any other
13 claims, whether known or unknown, suspected or unsuspected, contingent or non-contingent, that now
14 exist, upon any theory of law or equity, including without limitation, conduct which is negligent,
15 intentional, with or without malice, or a breach of any duty, law, or rule, without regard to the
16 subsequent discovery or existence of such different or additional facts.

17 **E. No Additional Attorneys' Fees or Costs**

18 Except for the attorneys' fees and costs set forth in this Settlement, the Parties agree to bear
19 their own attorneys' fees and costs related to this Action.

20 **VI. MISCELLANEOUS PROVISIONS**

21 **A. Amendments or Modification**

22 The terms and provisions of this Settlement may be amended or modified only by an express
23 written agreement that is signed by all the Parties (or their successors-in-interest) and their counsel
24 and approval by the Court.

25 **B. Assignment**

26 None of the rights, commitments, or obligations recognized under this Settlement may be
27 assigned by any Party, Class Member, Class Counsel, or Defense Counsel without the express written
28 consent of each other Party and their respective counsel. The representations, warranties, covenants,
and agreements contained in this Settlement are for the sole benefit of the Parties under this Settlement,
and shall not be construed to confer any right or to avail any remedy to any other person.

///

1 **C. Governing Law**

2 This Settlement shall be governed, construed, and interpreted, and the rights of the Parties shall
3 be determined, in accordance with the laws of the State of California, irrespective of the State of
4 California's choice of law principles.

5 **D. Entire Agreement**

6 This Settlement, including the Exhibit referred to herein, which form an integral part hereof,
7 contains the entire understanding of the Parties hereto with respect of the subject matter contained
8 herein. In case of any conflict between text contained in Articles I through VI of this Settlement and
9 text contained in the Exhibit to this Settlement, the former (*i.e.*, Articles I through VI) shall be
10 controlling, unless the Exhibit are changed by or in response to a Court order. There are no restrictions,
11 promises, representations, warranties, covenants, or undertakings governing the subject matter of this
12 Settlement other than those expressly set forth or referred to herein. This Settlement supersedes all
13 prior agreements and understandings among the Parties hereto with respect to the settlement of the
14 Action, including correspondence between Class Counsel and Defense Counsel and drafts of prior
15 agreements or proposals.

16 **E. Waiver of Compliance**

17 Any failure of any Party, Defense Counsel, or Class Counsel hereto to comply with any
18 obligation, covenant, agreement, or condition herein may be expressly waived in writing, to the extent
19 permitted under applicable law, by the Party or Parties and their respective counsel hereto entitled to
20 the benefit of such obligation, covenant, agreement, or condition. A waiver or failure to insist upon
21 strict compliance with any representation, warranty, covenant, agreement, or condition shall not
22 operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

23 **F. Counterparts and Fax/PDF Signatures**

24 This Settlement, and any amendments hereto, may be executed in any number of counterparts
25 and any Party and/or their respective counsel hereto may execute any such counterpart, each of which
26 when executed and delivered shall be deemed to be an original and all of which counterparts taken
27 together shall constitute one instrument. A fax or PDF signature on this Settlement shall be as valid
28 as an original signature.

1 **G. Meet and Confer Regarding Disputes**

2 Should any dispute arise among the Parties or their respective counsel regarding the
3 implementation or interpretation of this Settlement, a representative of Class Counsel and a
4 representative of Defense Counsel shall meet and confer in an attempt to resolve such disputes prior
5 to submitting such disputes to the Court.

6 **H. Agreement Binding on Successors**

7 This Agreement will be binding upon, and inure to the benefit of, the successors in interest of
8 each of the Parties.

9 **I. Cooperation in Drafting**

10 The Parties have cooperated in the negotiation and preparation of this Settlement. This
11 Settlement will not be construed against any Party on the basis that the Party, or the Party's counsel,
12 was the drafter or participated in the drafting of this Settlement.

13 **J. Fair Settlement**

14 Plaintiff, Defendants, Class Counsel, and Defense Counsel believe that this Settlement reflects
15 a fair, reasonable, and adequate settlement of the Action and have arrived at this Settlement through
16 arm's-length negotiations, taking into account all relevant factors, current and potential, and is
17 consistent with public policy, and fully complies with applicable provisions of law.

18 **K. Headings**

19 The descriptive heading of any section or paragraph of this Settlement is inserted for
20 convenience of reference only and does not constitute a part of this Settlement and shall not be
21 considered in interpreting this Settlement.

22 **L. Notice**

23 All notices, demands, or other communications given under this Settlement must be in writing
24 and addressed as follows:

25 *To Plaintiff and the Class:*

26 Daniel J. Hyun
27 daniel@torusllp.com
28 Shelly Song
 shelly@torusllp.com
 TORUS LLP

1 2 Park Plaza, Suite 1260
Irvine, California 92614
2 Telephone: (949) 590-4122
3 Facsimile: (949) 528-2596

4 And

5 *To Defendants:*

6 CUMMINS & WHITE, LLP
Erick J. Becker, P.C. (Bar No. 137180)
7 E-mail: ebecker@cwlawyers.com
Garrett M. Fahy (Bar No. 267103)
8 E-mail: gfahy@cwlawyers.com
Joshua Park (Bar No. 299572)
9 E-mail: jpark@cwlawyers.com
2424 S.E. Bristol Street, Suite 300
10 Newport Beach, CA 92660-0764
11 Telephone: (949) 852-1800

12 **M. Facsimile: (949) 852-8510 Enforcement of Settlement and Continuing Court**
13 **Jurisdiction**

14 To the extent consistent with class action procedure, this Settlement shall be enforceable by
15 the Court pursuant to California Code of Civil Procedure section 664.6 and California Rule of Court
16 3.769(h). The disposition entered by the Court will not adjudicate the merits of the Action or the
17 liability of the Parties resulting from the allegations of the Action. Its sole purpose is to adopt the
18 terms of the Settlement and to retain jurisdiction over its enforcement. To that end, the Court shall
19 retain continuing jurisdiction over this Action and over all Parties and Class Members, to the fullest
20 extent to enforce and effectuate the terms and intent of this Settlement.

21 **N. Mutual Full Cooperation**

22 The Parties agree fully to cooperate with each other to accomplish the terms of this Settlement,
23 including but not limited to execution of such documents, and to take such other action as may
24 reasonably be necessary to implement the terms of this Agreement. The Parties to this Settlement
25 shall use their best efforts, including all efforts contemplated by this Settlement, to effectuate this
26 Settlement and the terms set forth herein. In the event the Parties are unable to reach agreement on
27 the form or content of any document needed to implement the Settlement, or on any supplemental
28 provisions that may become necessary to effectuate the terms of the Settlement, the Parties agree to

1 seek the assistance of the Court.

2 **O. Authorization to Act**

3 Class Counsel warrants and represents that they are authorized by Plaintiff, and Defense
4 Counsel warrants that they are authorized by Defendants, to take all appropriate action required to
5 effectuate the terms of this Settlement, except for signing the documents, including but not limited to
6 this Settlement, that are required to be signed by the Parties.

7 **P. No Reliance on Representations**

8 The Parties have made such investigation of the facts and the law pertaining to the matters
9 described herein and to this Settlement as they deem necessary, and have not relied, and do not rely,
10 on any statement, promise, or representation of fact or law, made by any of the other parties, or any of
11 their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted
12 rights, or with regard to the advisability of making and executing this Settlement, or with respect to
13 any other matters. No representations, warranties, or inducements have been made to any party
14 concerning this Settlement.

15 **Q. No Collateral Attack**

16 This Settlement shall not be subject to collateral attack by any Class Member or any recipient
17 of the Class Notice after the Effective Date. Such prohibited collateral attacks shall include but not
18 be limited to claims that the Class Member failed for any reason to receive timely notice of the
19 procedure for disputing the calculation of his or her Individual Settlement Payment.

20 **R. Invalidity of Any Provision**

21 Before declaring any provision of this Agreement invalid, the Court will first attempt to construe the
22 provision as valid to the fullest extent possible consistent with applicable precedents so as to define all
23 provisions of this Agreement valid and enforceable. If any provision of this Agreement or the application
24 thereof is held invalid, the invalidity shall not affect other provisions or applications of this Agreement which
25 can be given effect without the invalid provisions or application and, to this end, the provisions of this
26 Agreement are declared to be severable. Notwithstanding the foregoing, no portion of any release contained
27 herein may be deemed severed or deleted from this Agreement, except upon waiver in writing by the applicable
28 party.

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Dated: 09/29/2025

By: Dennis Diaz (Sep 29, 2025 15:18:41 PDT)
(Signature)

OC DEBURR LLC

Dated: _____

By: _____
(Signature)

(Printed Name)

(Title)

Dated: September 29, 2025

By: 
Daniel J. Hyun
Shelly Song
Attorneys for Plaintiff Dennis Diaz

CUMMINS & WHITE, LLP

By: _____

Erick J. Becker, P.C.
Garrett Fahy
Joshua Park
Attorneys for Defendants PRECISION WATERJET
INC. and OC DEBURR LLC

EXECUTION BY PARTIES

The Parties hereby execute this Settlement.

Dated: _____ DENNIS DIAZ

By: _____
(Signature)

Dated: _____ OC DEBURR LLC

By: _____
(Signature)

Dated: 9/30/2025 | 10:08 AM PDT

PRECISION WATERJET INC.

By: Shane Strowski
(Signature)

Shane Strowski
(Printed Name)

President
(Title)

Approved as to form only:

Dated: _____ TORUS LLP

By: _____
Daniel J. Hyun
Shelly Song
Attorneys for Plaintiff Dennis Diaz

Dated: 10/1/25

CUMMINS & WHITE, LLP

By: Erick J. Becker, P.C.
Garrett Fahy
Joshua Park
Attorneys for Defendants PRECISION WATERJET
INC. and OC DEBURR LLC

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EXECUTION BY PARTIES

The Parties hereby execute this Settlement.

Dated: _____ DENNIS DIAZ
By: _____
(Signature)

Dated: 10/1/2025 | 5:38 PM PDT
By: OC DEBURR LLC
Signed by:
Shane Strowski
295DE8FF408B4DE...
(Signature)

Dated: 9/30/2025 | 10:08 AM PDT
By: PRECISION WATERJET INC.
Signed by:
Shane Strowski
295DE8FF408B4DE...
(Signature)
Shane Strowski
(Printed Name)
President
(Title)

Approved as to form only:

Dated: _____ TORUS LLP
By: _____
Daniel J. Hyun
Shelly Song
Attorneys for Plaintiff Dennis Diaz

Dated: _____ CUMMINS & WHITE, LLP
By: _____
Erick J. Becker, P.C.
Garrett Fahy
Joshua Park
Attorneys for Defendants PRECISION WATERJET
INC. and OC DEBURR LLC

EXHIBIT A

**NOTICE OF CLASS ACTION AND PRIVATE ATTORNEYS GENERAL ACT OF 2004
SETTLEMENT. READ CAREFULLY.**

Diaz v. Precision Waterjet Inc., et al.
Orange County Superior Court
Case No. 30-2024-01421315-CU-OE-CXC

If you worked as a non-exempt hourly employee for Precision Waterjet Inc. (“Precision”) and OC Deburr LLC in California at any time from March 1, 2020 through June 5, 2025, you are eligible to receive compensation from a class action settlement.

- You have been identified as a Class Member (defined below) in a Lawsuit (defined below) brought by an employee of Precision Waterjet Inc. and OC Deburr LLC. The Lawsuit was filed against Defendants Precision Waterjet Inc. (“Precision”) and OC Deburr LLC (collectively “Defendants”). Defendants deny all allegations and contend they have complied with California law at all relevant times. However, to avoid the continuing expense of litigation, the Parties have reached a settlement of highly disputed claims (the “Settlement”). The Court has preliminarily approved the Settlement, finding it to be fair, reasonable, adequate, and in the best interests of the Class Members.
- The Class Settlement will affect all of Defendants’ non-exempt hourly California employees from March 1, 2020 through June 5, 2025 (the “Class Period”). The PAGA Settlement will affect all of Defendants’ non-exempt hourly California employees from July 12, 2023 through June 5, 2025 (the “PAGA Period”).
- If the Court grants final approval of the Settlement, you will receive a settlement payment.

*A court authorized this notice. This is not an advertisement.
You are not being sued. Your rights will be affected by this notice and settlement.*

YOUR LEGAL RIGHTS AND OPTIONS	
PARTICIPATE IN THE SETTLEMENT – <u>NO ACTION REQUIRED</u>	Stay in this Lawsuit. Receive a payment. Give up certain rights. By doing nothing, you become part of the Settlement Class (defined below), will receive a settlement payment, and will give up certain rights to sue Defendants separately about the legal claims raised in this Lawsuit.
OBJECT TO THE SETTLEMENT – <u>ACTION REQUIRED</u>	Stay in this Lawsuit. May give up certain rights. If you object to the Settlement, you will remain a member of the Class (defined below), and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class Members who do not object.
ASK TO BE EXCLUDED – <u>ACTION REQUIRED</u>	Opt-out of the Settlement. Receive no payment from the settlement for the Class claims but receive an individual settlement share for civil penalties under the California Private Attorneys General Act of 2004 (“PAGA”). Keep rights to individually pursue only the Class claims. If you

	opt out of the Settlement, you won't receive any share of the Class payment and instead retain the option to sue Defendants separately about the Class claims in this Lawsuit, if you choose. Also, if you opt out, you will still be deemed to have released the PAGA claims and will receive an individual settlement share only for claims for civil penalties pursuant to PAGA.
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- To object to the Settlement or to ask to be excluded, you must act before [DATE], 2026.
- **Any questions?** Read on or contact Class Counsel (defined below) or the Settlement Administrator (defined below).

WHAT THIS NOTICE CONTAINS

BASIC INFORMATIONPAGE 3-5

1. Why did I get this notice?
2. What is the Lawsuit about?
3. What is a class action and who is involved?
4. Why is this Lawsuit a class action?
5. What are the terms of the proposed Settlement?

WHO IS IN THE CLASSPAGE 5

6. Am I part of this Class?

YOUR RIGHTS AND OPTIONSPAGE 5-8

7. What is my approximate Individual Settlement Payment?
8. What rights am I releasing if I participate in the Settlement?
9. How do I object to the Settlement?
10. Why would I ask to be excluded?
11. How do I ask to be excluded from the Class?

THE LAWYERS REPRESENTING YOUPAGE 8-9

12. Do I have a lawyer in this case?
13. How will the lawyers be paid?

THE SETTLEMENT, APPROVAL, AND PAYMENT PROCESSPAGE 9

14. Who is handling the settlement administration process?
15. When is the Final Approval Hearing and do I have to attend?
16. When will I get money after the hearing?

GETTING MORE INFORMATION.....PAGE 9-10

17. Are more details available?

BASIC INFORMATION

1. Why did I get this notice?

Records show that you are a potential member of the Class because you worked for Defendants in California as a non-exempt employee during the Class Period. The Court has given preliminary approval to the Settlement of a class action lawsuit that may affect your legal rights and ordered that this Notice be sent to you to explain your rights in connection with the Settlement. The Court has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate, and reasonable; the Court has not made any ruling on the merits of Plaintiff's claims or Defendants' defenses.

The lawsuit is known as *Diaz v. Precision Waterjet Inc., et al.*, Case No. 30-2024-01421315-CU-OE-CXC (the "Lawsuit"). You can view the Lawsuit's records online by visiting the Court's website (<https://civilwebshopping.occourts.org/Search.do#searchAnchor>), entering the Case Number in the search box for the section titled "Case Number," and selecting "Search."

2. What is this Lawsuit about?

The Lawsuit is about whether Defendants failed to pay minimum, regular, and overtime wages for all hours worked, failed to provide proper meal and rest breaks, failed to provide accurate itemized wage statements, and failed to pay all wages timely upon separation of employment as required by applicable California laws. Based on these alleged violations, the Lawsuit also alleges violations of California's Labor Code and Unfair Competition Law ("UCL") and seeks penalties under California's Private Attorneys General Act.

Defendants deny any and all wrongdoing and liability. Defendants contend they conducted business and compensated employees consistent with the laws of the State of California. Defendants contend they have no liability for any claims under any statute, wage order, common law, or equitable theory.

3. What is a class action and who is involved?

In an employment class action lawsuit such as this, a person called the "Class Representative" sues his or her employer or former employer on behalf of other current or former employees who may have similar claims. The people who may have similar claims are called "Class Members," and Class Members are collectively referred to as "the Class." The Class Representative is also called the Plaintiff. There is one Plaintiff/Class Representative in this Action, Dennis Diaz. The companies that were sued (in this case Precision Waterjet Inc. and OC Deburr LLC) are called the Defendants. In class action litigation, one Court resolves the issues for everyone in the Class in one lawsuit, except for those people who choose to exclude themselves from the Class.

4. Why is this Lawsuit a class action?

As part of the Settlement, Plaintiff and Defendants agreed to conditionally certify the Lawsuit as a class action for all of Plaintiff's alleged claims for settlement purposes only and to ask the Court to approve the Settlement.

By agreeing to the terms of the settlement, Defendants do not admit any of the allegations in this Action, that they have done anything wrong or that any Class Member has suffered any damage. Defendants

settled this case to avoid additional expense, inconvenience, and interference with their business operations. The Court has not ruled on the merits of Plaintiff's claims or the defenses of Defendants. Defendants retain the right to defend themselves against any of the allegations involved in the Lawsuit if for any reason the Settlement is not approved by the Court.

5. What are the terms of the proposed Settlement?

The major terms of the Settlement are as follows:

1. Defendants have agreed to pay \$533,500.00. This \$533,500.00 total settlement figure is known as the "Gross Settlement Amount," unless increased on a pro rata basis according to the terms of the Settlement Agreement.
2. Plaintiff Dennis Diaz has agreed to a general release of all of her claims against Defendants.
3. Plaintiff seeks the following allocation of the Gross Settlement Amount:
 - a. Up to one-third (1/3) of the Gross Settlement Amount (or currently approximately \$177,833.33) for Class Counsel's attorneys' fees;
 - b. Up to \$30,000.00 for reimbursement of Class Counsel's litigation costs;
 - c. An enhancement payment of up to \$5,000.00 for Plaintiff Dennis Diaz for dedicating personal time and performing work in connection with the Lawsuit, assisting Class Counsel in investigating the alleged claims, being available to answer Class Counsel's questions, providing a general release of claims, and undertaking the risks of filing the Lawsuit;
 - d. All costs of the Settlement Administrator, which are currently estimated to be no more than \$8,500.00; and
 - e. \$50,000.00 as PAGA civil penalties. Per Labor Code Section 2699(i), seventy-five percent (75%) of this amount (\$37,500.00) will be payable to the California Labor and Workforce Development Agency ("LWDA"). The remaining twenty-five percent (25%), or \$12,500.00, will be payable to the Class as the "PAGA Amount."
4. After the above deductions from the Gross Settlement Amount, the remaining funds will be distributed to Class Members on a pro rata basis. To ensure timely payment, please contact and inform the Settlement Administrator listed in Section 17, below, of any changes to your mailing address.

If the Court approves this proposed allocation, the Parties estimate that \$274,666.67 (the "Net Settlement Amount") will be distributed to Class Members who do not request exclusion (the "Participating Class Members") according to the following formula:

The Net Settlement Amount shall be divided among all Participating Class Members in proportion to the number of individual Qualifying Workweeks for each Class Member, except for the PAGA portion of the net recovery which will be calculated and distributed

to Aggrieved Employees based on their Qualifying Pay Periods . . . To calculate the minimum amount each Class Member will receive based on their individual Qualifying Workweeks, the Net Settlement Amount will be divided by the total number of Qualifying Workweeks by all Class Members during the Class Period and then allocated on a pro rata basis. Each Class Member's individual amount will be included in his or her Class Notice. After final approval by the Court, the Net Settlement Amount will be distributed to Participating Class Members on a pro rata basis based on the individual Qualifying Workweeks worked during the Class Period by each Participating Class Member.

"Qualifying Workweeks" means any week during which a Class Member was employed by Defendants during the Class Period.

The PAGA Amount will be distributed to Aggrieved Employees according to the following formula:

The PAGA Amount shall be divided among all Aggrieved Employees in proportion to the number of individual Qualifying Pay Periods for each Aggrieved Employee.

"Aggrieved Employees" means all persons currently or formerly employed as non-exempt employees in California by Defendants at any time during the PAGA Period.

"Qualifying Pay Periods" means any pay period during which an Aggrieved Employee was employed by Defendants during the PAGA Period.

Your estimated Individual Settlement Payment is listed in Section 8 of this Notice. Employee-side payroll deductions will be made to your Individual Settlement Payment for state and federal withholding taxes and any other applicable payroll deductions owed by you as a result of the payment, with 80% allocated to wages and 20% allocated to penalties and interest. Defendants will pay employer-side taxes separate and apart from the Gross Settlement Amount.

Nothing in this Notice or the Settlement is intended to be tax advice. You should consult your tax advisor for any tax issues pertaining to this Settlement.

WHO IS IN THE CLASS?

6. Am I part of this Class?

The "Settlement Class" consists of all persons who worked as non-exempt hourly employees in California for Defendants at any time from March 1, 2020 through June 5, 2025.

YOUR RIGHTS AND OPTIONS

7. What is my approximate Individual Settlement Payment?

According to payroll records maintained by Defendants, your total number of Qualifying Workweeks during the Class Period is [REDACTED] and Qualifying Pay Periods during the PAGA Period is [REDACTED]. As a result, your estimated Individual Settlement Payment will be \$ [REDACTED].

You do not need to do anything further to receive your Individual Settlement Payment, other than to ensure that the Settlement Administrator has an accurate mailing address for you. It is important that you contact and inform the Settlement Administrator listed in Section 17, below, of any changes to your mailing address for timely payment.

If you believe your total number of Qualifying Workweeks or Qualifying Pay Periods (shown above) are not accurate, you may mail a signed written dispute to the Settlement Administrator, indicating what you believe is the correct number of Qualifying Workweeks and/or Qualifying Pay Periods. Please be advised that your number of Qualifying Workweeks and Qualifying Pay Periods is presumed to be correct, unless you mail your signed written dispute along with any supporting documents to support your contention to the Settlement Administrator no later than [DATE], 2026, which is 60 days from the date that this Notice was mailed.

8. What rights am I releasing if I participate in the Settlement?

If the Court grants final approval of the Settlement, each Class Member who does not validly opt-out will be mailed an Individual Settlement Payment. In addition, each Class Member who does not validly opt-out, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, will release Defendants, together with their present and former parents, subsidiaries, affiliated and related entities, present and former owners, boards, officers, directors, trustees, shareholders, managing agents, members, partners, employees, agents, insurers, attorneys, representatives, heirs, executors, administrators, successors and assigns (collectively, the “Released Parties”) from any and all claims, debts, liabilities, demands, actions, or causes of action of every nature and description that accrued during the Class Period, under state law and the Wage Orders of the California Industrial Welfare Commission, that were alleged or which reasonably could have been alleged based on the factual allegations in the First Amended Complaint in the Action, including claims for unpaid wages, including but not limited to failure to pay minimum wages, straight time compensation, and overtime compensation, and interest; failure to timely pay regular and final wages; missed meal period and rest period wages and premiums; meal period waivers and on-duty meal period waivers; payment for all hours worked; wage statements and paystubs, including wage statements and paystubs furnished or available in physical, electronic, or other forms; failure to keep accurate records; declaratory relief; unfair business practices; penalties, including recordkeeping penalties, wage statement penalties, minimum-wage penalties, and waiting-time penalties; statutory penalties and civil penalties; and attorneys’ fees and costs. Without limiting the foregoing, the Released Claims include those claims arising under California Labor Code Sections 201-204, 206, 210, 218.6, 226, 226.3, 226.7, 256, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1198, 2810.3, and/or those arising under the Industrial Welfare Commission Wage Orders; and/or those arising under the Industrial Welfare Commission Wage Orders; California Business and Professions Code section 17200 *et seq.*; California Code of Regulations, title 8, Section 11160; the California Civil Code sections 3287, 3289, and 3294; and California Code of Civil Procedure section 1021.5 (“Released Claims”).

Plaintiff and Participating Class Members will release these Released Claims from March 1, 2020 through June 5, 2025.

Class Members who endorse their settlement checks waive and release any claims under the Fair Labor Standards Act (“FLSA”) (29 U.S.C. §§ 201, *et seq.*) arising during the Class Period and based on the factual allegations alleged or which reasonably could have been alleged in the Class Action Complaint,

including the claims noted above.

This release excludes the release of claims not permitted by law.

The proposed Settlement also includes the settlement of claims for civil penalties under PAGA. An employee may not request exclusion from the settlement of a PAGA claim. Thus, if the court approves this Settlement, then even if you request exclusion from the Settlement, you will still receive an individual settlement share for the PAGA claims and will be deemed to have released the PAGA claims. A request for exclusion will preserve your right to individually pursue only the remaining Class claims.

In addition, if the Court grants final approval of the Settlement, the State of California and Aggrieved Employees will release Defendants, including its present and former parents, subsidiaries, affiliated and related entities, present and former owners, boards, officers, directors, trustees, shareholders, members, partners, employees, agents, insurers, attorneys, representatives, heirs, executors, administrators, successors and assigns (collectively, the “PAGA Released Parties”) from any and all claims, debts, liabilities, demands, actions, or causes of action of every nature and description that accrued during the PAGA Period, under state law and the California Labor Code, that were alleged or which reasonably could have been alleged based on the exhausted claims and factual allegations in Plaintiff’s notices sent to the LWDA and alleged in the operative complaint, regardless of whether the Aggrieved Employees opt-out of the Settlement Agreement, including claims for civil penalties based on unpaid wages, including but not limited to failure to pay minimum wages, straight time compensation, and overtime compensation, and interest; failure to timely pay regular and final wages; missed meal period and rest period wages and premiums; meal period waivers and on-duty meal period waivers; payment for all hours worked; wage statements and paystubs, including wage statements and paystubs furnished or available in physical, electronic, or other forms; failure to keep accurate records; penalties, including recordkeeping penalties, wage statement penalties, minimum-wage penalties, and waiting-time penalties; statutory penalties and civil penalties; and attorneys’ fees and costs. Without limiting the foregoing, the PAGA Released Claims include claims for civil penalties arising under California Labor Code Sections 201, 202, 203, 204, 206, 210, 226, 226.3, 226.7, 256, 510, 512, 558, 1171, 1174, 1174.5, 1194, 1197, 1197.1, 1198, and 2810.3 and/or those arising under the Industrial Welfare Commission Wage Orders; PAGA; and/or those arising under the Industrial Welfare Commission Wage Orders; California Code of Regulations, title 8, Section 11160; and California Code of Civil Procedure section 1021.5 (“PAGA Released Claims”).

Plaintiff, the State of California, and Aggrieved Employees will release these PAGA Released Claims from July 12, 2023 through June 5, 2025.

This release excludes the release of claims not permitted by law.

Any Aggrieved Employee who validly excludes himself or herself from the Settlement will still receive a PAGA Settlement Payment, and will be deemed to have released claims against the PAGA Released Parties for civil penalties pursuant to PAGA based on the PAGA Released Claims.

9. How do I object to the Settlement?

If you are a Class Member and would like to object to the Settlement, you must not submit a request for exclusion (*i.e.*, must not opt out).

If you submit both a request for exclusion and an objection, you will be excluded from the Settlement

(see sections 11 and 12 below), and your objection will not be considered.

To object, either appear in person or through your counsel to object at the Final Approval Hearing or mail a signed written objection to the Settlement Administrator (at the address in Section 17, below) setting forth the grounds of objection, along with any supporting documents postmarked no later than [DATE], 2026, which is 60 days from the date that this Notice was mailed.

All written objections must be signed and must contain your address, telephone number, and a reference to the Lawsuit. You may also appear personally or through an attorney, at your own expense, at the Final Approval Hearing to present your objection directly to the Court instead of mailing a signed written objection. If you object, but the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as a Class Member who does not object.

10. Why would I ask to be excluded?

You have the right to exclude yourself from the Settlement. If you exclude yourself from the Class — sometimes called “opting-out” of the Class — you will only receive an individual settlement share for the PAGA claims and will not receive any compensation from the Settlement for the Class claims. If you exclude yourself, you will not be legally bound by the Court’s disposition of the Class claims, but you will still be deemed to have released the PAGA claims.

7. How do I ask to be excluded from the Class?

If you are a member of the Class described above and would like to exclude yourself from the Class, you need to submit the enclosed Exclusion Form. To exclude yourself from the Settlement, you must mail or fax your completed Exclusion Form to the Settlement Administrator at the address below in Section 17, and it must be postmarked or faxed on or before [DATE], 2026, which is 60 days from the date that this Notice was mailed. The date of the postmark on the mailing envelope or date the Exclusion Form was faxed shall be the exclusive means used to determine whether a request for exclusion has been timely submitted. Any Class Member who requests to be excluded from the Class will only receive an individual settlement share for the PAGA claims, will release only his or her PAGA claims, will not receive any compensation from the Settlement for the Class claims, and will not have any right to object, appeal, or comment thereon. Class Members who fail to submit a valid and timely request for exclusion on or before [DATE], 2026, will be bound by all terms of the Settlement and any final disposition entered in this Class Action if the Court approves the Settlement.

THE LAWYERS REPRESENTING YOU

12. Do I have a lawyer in this case?

The Court preliminarily decided that Torus LLP is qualified to represent you and all Class Members in this Lawsuit. These law firms are also called “Class Counsel” in the context of this case.

13. How will the lawyers be paid?

As part of the Settlement with Defendants, Class Counsel has requested one-third of the Gross Settlement Amount (currently, that is equal to approximately \$177,833.33) in attorneys’ fees, plus costs not to exceed \$30,000.00 to be paid from the Gross Settlement Amount to compensate Class Counsel

for their work on this matter. You will not have to pay Class Counsel's fees and costs from your Individual Settlement Payment.

THE SETTLEMENT, APPROVAL, AND PAYMENT PROCESS

84. Who is handling the Settlement Administration process?

The Settlement Administrator, Phoenix Class Action Administration Solutions, will handle the process. The Settlement Administrator's contact information is provided in Section 17, below.

15. When is the Final Approval Hearing and do I have to attend?

The Final Approval Hearing has been set for [DATE], 2026 at [TIME] .m. in Department CX101 of the Superior Court of the State of California, County of Orange, located at 751 W. Santa Ana Blvd., Santa Ana, California 92701. You do not need to attend the hearing to be a part of the Settlement. However, if you wish to object to the Settlement, you may appear at the hearing. If physical access to the Court is restricted, please contact the Settlement Administrator regarding alternative options to appear at the hearing.

9. When will I get money after the hearing?

Your Individual Settlement Payment from the Net Settlement Amount will be made within approximately [INSERT] days after the Court's final approval of the Settlement, or, if an objection is filed, then approximately [INSERT] days after the Court's final approval of the Settlement, or, if an appeal is filed, then after all rights to appeal expire (assuming that the Court's approval stands), whichever date is later.

GETTING MORE INFORMATION

107. Are more details available?

A copy of the entire Settlement Agreement was filed in this case as Exhibit 1 to the Declaration of Daniel J. Hyun in Support of Motion for Preliminary Approval, filed on [DATE], Register of Actions number [INSERT]. In addition, the Settlement Administrator will post on its website [INSERT WEBSITE ADDRESS], a copy of the Lawsuit, Settlement, this Notice, Exclusion Form, Court Orders for Preliminary Approval and Final Approval of the Settlement, and the Final Judgment. The Final Judgment will be available on the Settlement Administrator's website for at least 180 days.

You may contact the Settlement Administrator, whose contact information is below:

Phoenix Class Action Administration Solutions
[ADDRESS]
[PHONE]
[FAX]

You may also contact Class Counsel, whose contact information is below:

Daniel J. Hyun

daniel@torusllp.com
Shelly Song
shelly@torusllp.com
TORUS LLP
2 Park Plaza, Suite 1260
Irvine, California 92614
Telephone: (949) 590-4122
Facsimile: (949) 528-2596

Defendants are represented by:

CUMMINS & WHITE, LLP
Erick J. Becker, P.C.
E-mail: ebecker@cwlawyers.com
Garrett M. Fahy
E-mail: gfahy@cwlawyers.com
Joshua Park
E-mail: jpark@cwlawyers.com
2424 S.E. Bristol Street, Suite 300
Newport Beach, CA 92660-0764
Telephone: (949) 852-1800
Facsimile: (949) 852-8510

**PLEASE DO NOT CALL OR WRITE TO THE JUDGE OR TO THE COURT REGARDING
THIS NOTICE OR THE LAWSUIT.**

EXCLUSION FORM

MAIL OR FAX TO:

c/o [Administrator]

P.O. Box *****

*****, CA *****

Fax: (***) ***-****

COMPLETE THIS FORM **ONLY IF** YOU WISH TO EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS. IF YOU EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS, YOU **WILL NOT** RECEIVE COMPENSATION FROM THE SETTLEMENT FOR THE CLASS ACTION CLAIMS BUT WILL STILL RECEIVE COMPENSATION FROM THE SETTLEMENT FOR THE PRIVATE ATTORNEYS GENERAL ACT OF 2004 (“PAGA”) CLAIM. YOU MAY NOT EXCLUDE YOURSELF FROM THE PAGA PORTION OF THE SETTLEMENT IF YOU ARE AN AGGRIEVED EMPLOYEE. AS EXPLAINED IN THE NOTICE OF CLASS ACTION AND PRIVATE ATTORNEYS GENERAL ACT OF 2004 SETTLEMENT, AN AGGRIEVED EMPLOYEE IS A NON-EXEMPT HOURLY EMPLOYEE THAT WAS EMPLOYED BY PRECISION WATERJET INC. AND OC DEBURR LLC IN THE STATE OF CALIFORNIA FROM JULY 12, 2023 THROUGH JUNE 5, 2025.

I, _____, request to be excluded from the Settlement Class in the matter of *Diaz v. Precision Waterjet Inc., et al., et al.*, Case No. 30-2024-01421315-CU-OE-CXC (Orange County Superior Court). I understand that by submitting this Exclusion Form, I will no longer be eligible for compensation from the settlement for the class action claims.

Signature and last four digits of your social security number Date

Print your name here

EXCLUSION FORM

By signing this form, I hereby certify that I request exclusion from the Settlement Class as specified above and that the last four digits of my social security number are true and accurate to the best of my knowledge.

TO BE TIMELY, A REQUEST SUBMITTED BY FAX MUST BE SENT ON OR BEFORE _____, 2026. A REQUEST SUBMITTED BY MAIL MUST BE POSTMARKED ON OR BEFORE _____, 2026. IT MUST BE SENT TO THE FOLLOWING ADDRESS OR FAX NUMBER:

c/o [Administrator]
P.O. Box *****
*****, CA *****
Fax: (***) ***-*****

[BAR CODE OR CLASS MEMBER ID WILL BE INCLUDED HERE]