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on behalf of himself and all others similarly situated
8

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF ORANGE**
11

12 FRANCISCO RAMOS JR., an individual, on
behalf of himself and others similarly situated,
13

14 Plaintiff,

15 v.

16 ASCENT AEROSPACE, LLC, a Delaware
limited liability company; and DOES 1
17 through 50, inclusive,

18 Defendant.
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Case No. 30-2024-01416819-CU-OE-CXC

REPRESENTATIVE ACTION

Assigned for All Purposes To:

Hon. Layne Melzer
Dept.: CX102

**SUPPLEMENTAL DECLARATION OF
ALVIN B. LINDSAY IN SUPPORT OF
PLAINTIFF'S UNOPPOSED MOTION TO
APPROVE PRIVATE ATTORNEYS
GENERAL ACT SETTLEMENT AND
RELEASE UNDER CALIFORNIA LABOR
CODE §§ 2698 et. seq.**

Continued PAGA Approval Hearing:

Date: November 12, 2026
Time: 2:00 p.m.
Original Reservation: 74763856

Complaint Filed: August 5, 2024
First Amended Complaint: October 9, 2024
Trial Date: None

DECLARATION OF ALVIN B. LINDSAY

I, Alvin B. Lindsay, declare:

1. I am an attorney licensed and admitted to practice before all courts of the State of California, the United States District Court for the Central, Southern, Eastern, and Northern Districts of California, and the Ninth Circuit Court of Appeals. I am Senior Counsel with D.Law, Inc., and I represent Plaintiff Francisco Ramos Jr. ("Plaintiff") in connection with his claims against Defendant ASCENT AEROSPACE, LLC. ("Defendant") (collectively, "the parties") for civil penalties under the Private Attorneys General Act ("PAGA"), Labor Code §§ 2698 *et seq.* My firm and I are referred to herein as "PAGA Counsel." I have personal knowledge of the facts herein and if called as a witness, I could and would competently testify.

2. I have represented Plaintiff since the inception of this action. I submit this Declaration in support of the Plaintiff's Motion for Approval of the parties' PAGA Settlement Agreement and Release ("Settlement Agreement"). On January 30, 2026, Plaintiff filed his Motion for Approval of the parties' original PAGA Settlement Agreement, which was provided for the Court's review at Exhibit 1 to my original Declaration in support of the Motion. We also filed all the other supporting documents for the motion on January 30, 2026, and the hearing was set for June 11, 2026.

3. On June 10, 2026, the Court issued its tentative ruling continuing the hearing on Plaintiff's Motion for PAGA Approval to October 8, 2026, and requiring the parties to provide supplemental documents addressing several action items and amending the PAGA Notice and Settlement Agreement in advance of the hearing. The Court also approved an award of **\$30,000.00** in attorneys' fees (30% of the \$100,000.00 GSA) and litigation costs of **\$12,590.55**. After the parties did not contest the tentative ruling, the Court entered it on June 11, 2026 and issued a Minute Order to that effect.

4. The Court instructed Plaintiff to file the present supplemental documents addressing several action items the Court required the parties to address to place the motion in a status acceptable for granting approval. The Court instructed the parties to revise and submit an amended Settlement Agreement, a revised PAGA notice letter, and an amended proposed order and

1 judgment, and provide red-lined versions of the same with citations to the revisions. Attached
2 hereto as **Exhibit 1** is a true and correct copy of the fully executed Amended Settlement Agreement,
3 attached hereto as **Exhibit 2** is a true and correct copy of the redlined Amended Settlement
4 Agreement, and attached hereto as **Exhibit 3** is a true and correct copy of the redlined revised
5 PAGA notice letter. The court also asked the parties to provide any necessary revised motion papers
6 and to otherwise address the action items no later than sixteen court days prior to the continued
7 approval hearing date on October 10, 2026, and provide notice to the LWDA of the Court's
8 tentative ruling. On September 16, 2026, the parties filed a stipulation and proposed order
9 requesting a 7-day filing extension. On September 28, the Court issued a minute order continuing
10 the approval hearing date to November 12, 2026, at 2:00 p.m.

11 5. PAGA Counsel now respectfully provides the Court with an explanation of how the
12 Court's pending issue items have been resolved and addresses them in turn as presented in the
13 Court's tentative ruling.

14 **AMENDED SETTLEMENT**

15 6. At ¶ 22, the Settlement Agreement provided that the allocation of the PAGA
16 penalties between the LWDA and Aggrieved Employees will be 65% and 35% respectively, the
17 Settlement Agreement at ¶¶ 13 and 16 provides for a 75%/25% allocation, which is inconsistent
18 and incorrect.

- 19 • As the Complaint was filed after June of 2024, the new PAGA applied and paragraph 22
20 provides for the correct allocations (65% to LWDA and 35% to Aggrieved Employees).
- 21 • The Amended Settlement has been amended at paragraph 13 to state the individual shares
22 will be determined as the pro rata share of the 35% for the Aggrieved Employee payments.
- 23 • Paragraph 16 has also been amended to correctly state the LWDA will receive 65% of the
24 PAGA Penalties.

25 7. The Court indicated in its tentative ruling that Plaintiff's moving papers failed to
26 provide the Aggrieved Employees' estimated high and low individual recovery under the proposed
27 settlement. Plaintiff's undersigned counsel has conferred with defense counsel to attempt to
28 estimate the highest and lowest payments to the Aggrieved Employees, as Defendant is set to

1 provide the employee list and pay period counts to the Administrator after PAGA approval is
2 entered by the Court.

- 3 • As the Administrator is the one that will provide counsel with the average and high and low
4 payments when the data is provided and independently verified, the amounts reflect
5 counsels' current estimates.
- 6 • However, based on defendant's data, Plaintiff can predict that the *highest payment* will be
7 \$157.06, the *lowest payment* will be \$3.27, and the *average payment* (on a straight average)
8 is expected to be \$114.68.

9 8. The Settlement Agreement previously included an escalator clause, which has since
10 been amended to reflect a release period cut off at ¶ 49. The Court indicated in its tentative ruling
11 that a specific GSA must be approved upon the granting of this motion, as it is a motion to have the
12 settlement fully approved. Therefore, the Amended Settlement at ¶ 49 and ¶ 24, has been revised
13 by the parties so that the GSA of \$100,000.00, is the set amount the Defendant will pay under the
14 settlement. At this point, the parties have determined that the number of Aggrieved Employees is
15 163 and qualifying pay periods based on the PAGA Period total 5,713. Therefore, pursuant to the
16 Amended Settlement ¶ 49, if once the data is transferred to the third-party Administrator and the
17 pay periods based on the PAGA Period exceed 5,723, then the PAGA Period will end the PAGA
18 Period on the date in which the number reaches 5,723. Additionally, the parties will stipulate and
19 file an amended proposed order and PAGA Notice for Court Approval in the event that this occurs,
20 and reflect the revised PAGA Period end date.

21 9. The Court instructed Plaintiff to address the issue of the effective date of the release
22 being before Defendant's full funding of the GSA. The parties have amended the settlement at ¶
23 45, to make the release of claims effective only after Defendant has fully paid the settlement funds.

24 10. Additionally, the Court instructed the parties to further amend ¶ 45 of the settlement
25 to read: "Plaintiff and Aggrieved Employees (on behalf of themselves and their respective former
26 and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, *as well*
27 *as on behalf of the State of California*), shall be deemed" (italics added for emphasis). The
28 parties have done so that the Amended Settlement no longer provides a direct release by the State

of California, as the State is not directly participating in this lawsuit.

PAGA NOTICE LETTER

11. The Court also ordered Plaintiff's counsel to provide a revised notice/cover letter to aggrieved employees that will accompany the payment to them, so that its terms are consistent with the resolution of the issues identified above. Attached hereto as **Exhibit 4** is a true and correct copy of the revised PAGA Notice Letter to the aggrieved employees.

PLAINTIFF'S GENERAL RELEASE

12. The Court ordered Plaintiff to address the fact that the Settlement Agreement in ¶ 35 noted that The Parties also entered into a separate individual general release. Plaintiff has attached for the Courts review, a copy of this separate individual settlement agreement as **Exhibit 5**, and submits that this separate individual general release is wholly separate and apart from Plaintiff's representative claims, as in addition to the claims being released being of an individual nature and unrelated to the claims at issue in the instant matter, Defendant's payment of \$5,000.00 to Plaintiff in consideration for his general release is not contingent on PAGA approval.

FEE SPLIT

13. The Court also ordered Plaintiff's counsel to attest as to whether there is a fee-splitting agreement with any other counsel, and Plaintiff's counsel confirms there is none.

PROPOSED ORDER

14. The Court also ordered Plaintiff's counsel to provide a revised [Proposed] Order Approving PAGA Settlement and Judgment with various revisions. A redlined Amended [Proposed] Order is attached hereto as **Exhibit 6**, reflecting the requested changes.

COMPLIANCE WITH LABOR CODE § 2699(s)(2)

15. Finally, the Court also ordered Plaintiff to give notice of the ruling to the LWDA and Defendants. On July 7, 2026, my office submitted copies of the Court's June 11, 2026, ruling, to Defendants, and on September 28, 2026, to the LWDA. Attached hereto as **Exhibit 7** is a true and correct copy of the confirmatory email my office received from the LWDA after submission of the ruling and the Court's September 28, 2026, Minute Order.

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1 16. On September 28, 2026, my office submitted copies of the Amendment, the
2 Amended Proposed Order, and the Supplemental Declaration of Alvin Lindsay to the LWDA in
3 compliance with Labor Code § 2699(s)(2). A true and correct copy of the confirmatory email from
4 the LWDA is attached hereto as **Exhibit 8**. I am not aware of any class or other representative
5 action in any other court that asserts claims similar to those alleged in the action being settled.

6 I declare under penalty of perjury under the laws of the State of California that the foregoing
7 is true and correct. Executed this September 28, 2026, at Glendale, California

8
9 
10 Alvin B. Lindsay

EXHIBIT 1

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

FRANCISCO RAMOS JR., an individual,
on behalf of himself and others similarly
situated,

Plaintiff,

vs.

ASCENT AEROSPACE, LLC, a Delaware
limited liability company; and DOES 1
through 50, inclusive,

Defendants.

Case No. 30-2024-01416819-CU-OE-CXC

REPRESENTATIVE ACTION

Assigned for All Purposes To:

Hon. Layne Melzer

Dept.: CX102

**AMENDED PAGA SETTLEMENT
AGREEMENT AND RELEASE**

Complaint filed: August 05, 2024
First Amended Complaint: October 09, 2024
Trial Date: None set

1 This Amended PAGA Settlement Agreement and Release (“Settlement Agreement” or
2 “Settlement”) is made by and between plaintiff Francisco Ramos (“Plaintiff”) and defendant
3 Ascent Aerospace, LLC (“Ascent” or “Defendant”). The Agreement refers to Plaintiff and Ascent
4 collectively as “Parties,” or individually as “Party.”

5 **DEFINITIONS**

6 1. “Action” means Plaintiff’s lawsuit alleging wage and hour violations against Defendant
7 captioned *Francisco Ramos v. Ascent Aerospace, LLC*, Case No. 30-2024-01416819-CU-OE-
8 CXC, filed on August 05, 2024, and pending in Superior Court of the State of California, County
9 of Orange.

10 2. “Administrator” means Apex Class Action, LLC, the neutral entity the Parties have
11 agreed to appoint to administer the Settlement.

12 3. “Administration Costs” means the amount to be paid to the Administrator from the Gross
13 Settlement Amount for administration of this Settlement, not to exceed \$4,000.00.

14 4. “Aggrieved Employees” means and includes all individuals who worked for Defendant
15 as hourly non-exempt employees in California at any time during the PAGA Period.

16 5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in
17 Defendant’s possession including the Aggrieved Employee’s name, last-known mailing address,
18 Social Security number, and number of PAGA Pay Periods worked during the PAGA Period.

19 6. “Aggrieved Employee Address Search” means the Administrator’s investigation and
20 search for current Aggrieved Employee mailing addresses using all reasonably available sources,
21 methods and means including, but not limited to, the National Change of Address database, skip
22 traces, and direct contact by the Administrator with Aggrieved Employees.

23 7. “Approval Order” means the Court’s Order Granting Final Approval of the Settlement.

24 8. “Court” means the Superior Court of California, County of Orange.

25 9. “Defendant” means Ascent Aerospace, LLC.

26 10. “Defense Counsel” means Fisher & Phillips, LLP.

27 11. “Effective Date” means the date on which the Court enters a Judgment on its Order
28 Approving the PAGA Settlement.

1 12. "Gross Settlement Amount" or "GSA" means the non-reversionary payment of
2 \$100,000.00 (One Hundred Thousand Dollars and No Cents), which is the total amount Defendant
3 agrees to pay under the Settlement. The GSA will be used to pay Individual PAGA Payments, the
4 LWDA PAGA Payment, PAGA Counsel Fees, PAGA Counsel Costs, and the Administration
5 Costs.

6 13. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 35%
7 of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during
8 the PAGA Period.

9 14. "Judgment" means the judgment entered by the Court based upon the Approval of the
10 PAGA Settlement.

11 15. "LWDA" means the California Labor and Workforce Development Agency, the agency
12 entitled, under Labor Code section 2699, subd. (i).

13 16. "LWDA PAGA Payment" means the 65% of the PAGA Penalties paid to the LWDA
14 under Labor Code section 2699, subd. (i).

15 17. "Net Settlement Amount" or "NSA" means the Gross Settlement Amount less the
16 following payments in the amounts approved by the Court: PAGA Counsel Fees and Costs, and
17 Administration Costs. The NSA and the PAGA Penalties are similarly defined, as both are the
18 remainder amount after deductions from the GSA to be paid to the LWDA and Aggrieved
19 Employees as civil penalties under the PAGA.

20 18. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).

21 19. "PAGA Counsel" means D.Law, Inc.

22 20. "PAGA Counsel Fees" and "PAGA Counsel Costs" mean the amounts allocated to
23 PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively,
24 incurred in connection with this Action. PAGA Counsel will request approval of an award of
25 attorneys' fees in an amount not to exceed 30% of the Gross Settlement Amount (i.e. \$30,000.00),
26 as well as actual reasonable litigation costs in an amount as requested to and approved by the
27 Court in connection with Settlement approval. Defendant will not oppose PAGA Counsel's
28 request for attorneys' fees and costs in the amount provided for in this paragraph. PAGA Counsel

1 Fees and Costs will be paid out of the Gross Settlement Amount. To the extent that the Court
2 approves less than the amount of attorneys' fees or costs requested, the difference between the
3 requested and awarded amounts will be added to the Net Settlement Amount for payment of the
4 LWDA PAGA Payment.

5 21. "PAGA Notice" means Plaintiff's August 05, 2024 letter to Defendant and the LWDA
6 providing notice pursuant to Labor Code section 2699.3, subd.(a).

7 22. "PAGA Penalties" means the total PAGA civil penalties payment to be paid from the
8 Gross Settlement Amount and is defined similarly as the NSA, with both calling for an allocation
9 of 35% to the Aggrieved Employees and 65% to LWDA in settlement of PAGA claims.

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

12 24. "PAGA Period" means the period from August 5, 2023 to May 31, 2025, subject to
13 Paragraph 49.

14 25. "Plaintiff" means Francisco Ramos, the named plaintiff in the Action.

15 26. "Released Parties" means: Defendant and each of its current and former parent
16 companies, owners, subsidiaries, divisions, affiliated or related persons or entities, members, and
17 managers, and all of their respective officers, directors, employees, partners, managing agents,
18 shareholders, members, managers, attorneys, agents, executors, insurers, and assigns.

19 27. "Settlement Notice" means an explanatory letter similar to that attached hereto as Exhibit
20 A to be sent by the Administrator to Aggrieved Employees.

21 **RECITALS**

22 28. On August 05, 2024, Plaintiff commenced this Action by filing a Class Action
23 Complaint against Defendant alleging fourteen wage and hour causes of action. Simultaneously,
24 Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice
25 pursuant to Labor Code section 2699.3, subd.(a). Plaintiff filed a First Amended Complaint
26 ("FAC") adding a cause of action for PAGA penalties under Labor Code §§ 2698 *et seq.* on
27 October 09, 2024.

28 ///

1 29. Shortly after initiating the Action, the Parties met and conferred regarding the allegations
2 in the FAC and enforceability of an arbitration agreement signed by the majority of the current
3 and former employees of Defendant. After much consideration, the Parties agreed to try and
4 resolve the matter through mediation. The Parties scheduled a mediation with Darren Cohen.

5 30. On April 15, 2025, the Parties participated in a mediation presided over by respected
6 wage and hour mediator Darren Cohen and were able to reach an agreement on general settlement
7 terms.

8 31. The Parties have each independently analyzed and investigated the facts and law relevant
9 to this case through informal discovery, including, but not limited to, the employment policies,
10 procedures, and practices implicated by the FAC and/or the PAGA Notice; a sampling of about
11 one-third of the timekeeping records and payroll records of the Aggrieved employees, and wage
12 statements relating to Plaintiff and other non-exempt employees on whose behalf the FAC and/or
13 the PAGA Notice are asserted; and summaries of data pertaining to the number of employees
14 allegedly affected by the policies, procedures, and practices implicated by the FAC and/or the
15 PAGA Notice. Defendant also produced exemplars of various arbitration agreements in effect in
16 the past 7 years.

17 32. After evaluating the strengths and weaknesses of their respective positions, after
18 considering the time, expense, and risk associated with litigating this case to judgment, and after
19 engaging in arm's-length settlement negotiations through informed counsel with the assistance of
20 a mediator, the Parties agreed to fully, finally, and exclusively resolve the Released Claims as to
21 Plaintiff and the Aggrieved Employees, subject to Court approval.

22 33. At the time of filing the motion for approval of this Settlement with the Court, Plaintiff's
23 counsel will file a Request for Dismissal of the class claims without prejudice in accordance with
24 Rule 3.770 of the California Rules of Court. Defendant's obligations under this Agreement are
25 contingent on the Court dismissing the class claims alleged in the FAC. Defendant denies the
26 allegations in the FAC and PAGA Notice, denies any failure to comply with the laws identified
27 in in the FAC and PAGA Notice, and denies any and all liability for the causes of action alleged
28 in the FAC and PAGA Notice.

1 34. The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of
2 any other pending matter or action asserting claims that will be extinguished or affected by the
3 Settlement. The parties also entered into a separate individual settlement agreement addressing
4 the general release Plaintiff is providing to Defendant and the related consideration.

5 **TERMS OF SETTLEMENT**

6 35. GROSS SETTLEMENT AMOUNT. Defendant will pay a non-reversionary Gross
7 Settlement Amount ("GSA") in the amount of \$100,000.00 (One Hundred Thousand Dollars) to
8 fully settle, resolve, and extinguish all claims asserted in the Action (after dismissal of the class
9 claims), including without limitation all claims asserted in the PAGA Notice referenced in
10 Plaintiff's FAC in the Action. The Parties stipulate and agree that the GSA covers and satisfies
11 all amounts necessary to settle the Action including, without limitation, all PAGA Counsel Fees
12 and Costs, and all Administration Costs. The Administrator will disburse the entire GSA without
13 asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None
14 of the GSA will revert to Defendant. The Parties also entered into a separate individual settlement
15 agreement addressing the general release Plaintiff is providing to Defendant and the related
16 consideration.

17 36. FUNDING OF GROSS SETTLEMENT AMOUNT. Defendant shall fully fund the
18 Gross Settlement Amount by transmitting the funds to the Administrator no later than 30 days
19 after the Effective Date.

20 37. PAYMENTS FROM THE GROSS SETTLEMENT AMOUNT. The Administrator will
21 make the following payments from the Gross Settlement Amount, in the amounts specified by the
22 Court in the Approval Order:

23 37.1 To PAGA Counsel: A payment for PAGA Counsel Fees of not more than 30%
24 of the GSA, which is currently estimated to be \$30,000.00, and PAGA Counsel Costs as incurred
25 in this Action and documented and as requested to and approved by the Court in connection with
26 Settlement Approval. Defendant will not oppose requests for these payments provided that they
27 do not exceed these amounts. In the event the Court approves PAGA Counsel Fees and Costs less
28 than the amounts requested, the Administrator will allocate the remainder to the Net Settlement

Amount. The Administrator will pay PAGA Counsel Fees and Costs using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on PAGA Counsel Fees and Costs.

37.2 To the Administrator: A payment for Administration Costs not to exceed \$4,000.00 except for a showing of good cause and as approved by the Court. The Parties will not oppose the request for Administration Costs provided that they do not exceed this amount. To the extent Administration Costs are less or the Court approves payment less than \$4,000.00, the Administrator will retain the remainder in the Net Settlement Amount.

37.3 PAGA Penalties Payment: After subtracting PAGA Counsel Fees and Costs, and Administration Costs, the resulting NSA will be distributed to the LWDA and Aggrieved Employees as the PAGA Penalties. The PAGA Penalties payments will be subject to Court approval consistent with California Labor Code section 2699.3(b)(4). Upon approval, the PAGA Penalties payments shall be allocated as follows:

37.3(a) The LWDA PAGA Payment: Sixty-five percent (65%) will be paid to the LWDA, as required by California Labor Code section 2699(i);

37.3(b) Individual PAGA Payments: Thirty-five percent (35%) will be divided on a *pro rata* basis among Aggrieved Employees calculated according to the number of PAGA Pay Periods worked during the PAGA Period and distributed by the Settlement Administrator in Individual PAGA Payments, as required by California Labor Code section 2699(i). The payments will be reported on IRS Forms 1099 issued to the LWDA and each Aggrieved Employee. The Settlement Administrator will be responsible for issuing to Aggrieved Employees any 1099 or other tax forms as may be required by law for all amounts paid pursuant to this Settlement.

38. NO OPT-OUT. There shall be no right by Aggrieved Employees to opt-out of the Settlement.

SETTLEMENT ADMINISTRATION

39. SELECTION OF ADMINISTRATOR. The Parties have jointly selected Apex Class Action, LLC to serve as the Administrator and PAGA Counsel verified that, as a condition of

1 appointment, Apex Class Action, LLC agrees to be bound by this Agreement and to perform, as
2 a fiduciary, all duties specified in this Agreement in exchange for payment of Administration
3 Costs. The Parties and their Counsel represent that they have no interest or relationship, financial
4 or otherwise, with the Administrator other than a professional relationship arising out of prior
5 experiences administering settlements.

6 40. AGGRIEVED EMPLOYEE PAY PERIODS. Based on a review of its records to date,
7 Defendant estimates there are 163 Aggrieved Employees who collectively worked a total of 5,713
8 PAGA Pay Periods during the PAGA Period.

9 41. AGGRIEVED EMPLOYEE DATA. Not later than fourteen (14) days after the Effective
10 Date, Defendant will deliver the Aggrieved Employee Data to the Administrator in the form of a
11 Microsoft Excel spreadsheet. This information will include the name, most last-known mailing
12 address, social security number, and number of PAGA Pay Periods worked by each Aggrieved
13 Employee during the PAGA Period. The list shall also include the sum total of all PAGA Pay
14 Periods worked by Aggrieved Employees during the PAGA Period. As social security numbers
15 are included in the list, the Settlement Administrator will maintain the list in confidence, and
16 access shall be limited to those with a need to use the list as part of the administration of the
17 Settlement.

18 40.1 Defendant's Continuing Duty Regarding Aggrieved Employee Data: Defendant has
19 a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved
20 Employee Data omitted employee identifying information and to provide corrected or updated
21 Aggrieved Employee Data to the Administrator as soon as reasonably feasible. Without any
22 extension of the deadline by which Defendant must send the Aggrieved Employee Data to the
23 Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to
24 reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee
25 Data.

26 42. CALCULATION OF INDIVIDUAL PAGA PAYMENTS: The Settlement
27 Administrator will calculate the amount to be received by each Aggrieved Employee. Within
28 seven (7) days of receiving the Aggrieved Employee Data, the Settlement Administrator will

1 circulate to counsel for both Parties an anonymized spreadsheet containing the estimated
2 Individual PAGA Payments to each Aggrieved Employee and the data used to calculate said
3 payments. The Settlement Administrator shall obtain approval from all counsel of the calculations
4 before mailing Individual PAGA Payments.

5 43. DISTRIBUTION OF PAYMENTS FROM THE GSA. Within 10 days after Defendant
6 funds the GSA, the Administrator will mail checks for all Individual PAGA Payments along with
7 an explanatory letter (“Settlement Notice”), LWDA PAGA Payment, Administration Costs, and
8 PAGA Counsel Fees and Costs. Disbursement of PAGA Counsel Fees and Costs shall not precede
9 disbursement of Individual PAGA Payments.

10 42.1 Individual PAGA Payments with Settlement Notice. The Administrator will issue
11 checks for the Individual PAGA Payments and send the Individual PAGA Payments with the
12 Settlement Notice to the Aggrieved Employees via First Class U.S. Mail, postage prepaid.
13 Individual PAGA Payments will remain negotiable for 180 days and Aggrieved Employees will
14 have 180 days from the date of mailing to cash their Individual PAGA Payments. The face of
15 each check shall prominently state the date when the check will be voided (“void date”). The
16 Administrator will cancel all checks not cashed by the void date. The Administrator will send
17 checks for Individual PAGA Payments to all Aggrieved Employees. Before mailing any checks,
18 the Settlement Administrator must update the recipients’ mailing addresses using the National
19 Change of Address Database. If an Individual PAGA Payment is returned to the Administrator
20 with a forwarding address provided by the United States Postal Service, the Administrator will
21 promptly resend the check to the Aggrieved Employee at the forwarding address, but this re-
22 mailing will not extend the 180-day period to cash the check.

23 42.2 Aggrieved Employee Address Search. The Administrator must conduct an
24 Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned
25 undelivered without USPS forwarding address. Within seven days of receiving a returned check
26 the Administrator must re-mail checks to the USPS forwarding address provided or to an address
27 ascertained through the Aggrieved Employee Address Search. The Administrator need not take
28 further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as

undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

42.3 Uncashed Checks. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

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

44. FINAL ACCOUNTING REPORT BY SETTLEMENT ADMINISTRATOR. Within 10 days after the Administrator disburses all funds in the GSA, the Administrator will provide PAGA Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 14 days before any deadline set by the Court, the Administrator will prepare, and submit to PAGA Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. PAGA Counsel is responsible for filing the Administrator's declaration in Court.

45. RELEASE OF CLAIMS. As of the Effective Date and Defendant's successful transfer of the full GSA to the Administrator, all Aggrieved Employees, the State of California, the LWDA, and Plaintiff, in consideration of the PAGA Payment, shall be bound by this Agreement and shall have recourse exclusively to the benefits, rights, and remedies provided hereunder. Plaintiff and Aggrieved Employees (on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, as well as on behalf of the State of California), shall be deemed to have, and by operation of the Approval Order, fully, finally, forever, unconditionally, and irrevocably released, relinquished, and discharged each and all of the Released Parties from any and all claims for PAGA penalties that

were alleged in the Action and PAGA Notice, or reasonably could have been alleged, based on the facts stated in the FAC and Plaintiff's PAGA Notice that occurred during the PAGA Period, including Labor Code sections 201, 202, 203, 204, 218, 218.5, 218.6, 221, 226, 226.4, 226.7, 246, 248.1, 248.2, 248.5, 510, 511, 512, 551, 552, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2810.5, 2698, 2699, 2699.3, 2699.5, 2802, and the applicable Wage Orders ("Released Claims").

46. REQUEST FOR APPROVAL OF SETTLEMENT. The Parties will cooperate in obtaining through an unopposed or joint motion, an order from the Court approving the terms of this Agreement at the earliest reasonably possible date following the execution of this Agreement. PAGA Counsel shall be responsible for filing an unopposed motion for approval of the Settlement. Plaintiff shall provide the requisite notice of this Settlement Agreement to the LWDA on or before the date Plaintiff requests approval of this Settlement Agreement from the Court. If the Court approves this Settlement, the Parties shall request that the Court enter an Order approving the settlement. As part of the request to approve the Settlement, Plaintiff shall submit a proposed order and Judgment granting approval of this Settlement. The Order granting approval of the settlement shall provide for a dismissal, with prejudice, of the entire Action. The Court shall retain jurisdiction to enforce the terms of this Agreement. This Settlement is expressly conditioned upon the Court entering such an Order approving this Settlement as set forth herein.

47. DUTY TO COOPERATE. The Parties agree to work diligently and cooperatively to have this matter presented to the Court for approval as efficiently as possible. Defendant agrees not to oppose Plaintiff's Motion for Approval provided that it comports with this Settlement Agreement. If the Parties disagree on any aspect of the proposed Motion for Approval and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting and conferring, in good faith, to resolve the disagreement. If the Court does not grant Approval or conditions Approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting and conferring, in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

1 48. CONFIDENTIALITY PRIOR TO APPROVAL. Plaintiff, PAGA Counsel, Defendant
2 and Defense Counsel separately agree that, until the motion for approval of the Settlement is filed,
3 they and each of them will not disclose, disseminate and/or publicize, or cause or permit another
4 person to disclose, disseminate or publicize, any of the terms of the Agreement directly or
5 indirectly, specifically or generally, to any person, corporation, association, government agency,
6 or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be
7 instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent
8 necessary to report income to appropriate taxing authorities; (4) in response to a court order or
9 subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government
10 agency. PAGA counsel may put publicly available information about the Settlement in any
11 description of their experience or the like in order to describe their experience to a court. Both
12 before and after the motion for approval of the Settlement is filed Plaintiff and PAGA Counsel
13 shall not issue a press release, hold a press conference, publish information about the settlement
14 on any website, or otherwise publicize the settlement. This paragraph does not restrict PAGA
15 Counsel's communications with Aggrieved Employees, the LWDA or the Court, in accordance
16 with PAGA Counsel's ethical obligations owed to Aggrieved Employees.

17 49. RELEASE PERIOD. Based on its records to date, Defendant represents that, as of
18 September 11, 2026, (1) there are 163 Aggrieved Employees with a total of 5,713 PAGA Pay
19 Periods. Defendant agrees that the end of the release period will coincide with the date when the
20 actual records provided reflect 5,713 total. If the number of total PAGA Pay Periods in the data
21 surpasses 5,723, then the PAGA Period will end the PAGA Period on the date in which the
22 number reaches 5,723. The parties will stipulate and file an amended proposed order and PAGA
23 Notice for Court Approval in the event that this provision is triggered, and the end of the PAGA
24 Period is not May 31, 2025.

25 50. CONTINUING JURISDICTION OF THE COURT. Pursuant to Cal. Code of Civ. Proc.
26 § 664.6, the Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the
27 Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or
28 Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-

Judgment matters as are permitted by law.

51. AMENDED JUDGMENT. If any amended judgment is required under Cal. Civ. Proc. § 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

ADDITIONAL PROVISIONS

52. NO ADMISSION OF LIABILITY. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

53. NO SOLICITATION. The Parties separately agree that they and their respective counsel and employees will not solicit any Aggrieved Employee to object to the Settlement or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict PAGA Counsel's ability to communicate with Aggrieved Employees in accordance with PAGA Counsel's ethical obligations owed to Aggrieved Employees.

54. INTEGRATED AGREEMENT. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party. This Agreement does not supersede or replace the Separate Individual Settlement Agreement addressing Plaintiff's general release.

55. ATTORNEY AUTHORIZATION. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

1 56. COOPERATION. The Parties and their counsel will cooperate with each other and use
2 their best efforts, in good faith, to implement the Settlement by, among other things, modifying
3 the Settlement Agreement, submitting supplemental evidence and supplementing points and
4 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
5 or content of any document necessary to implement the Settlement, or on any modification of the
6 Agreement that may become necessary to implement the Settlement, the Parties will seek the
7 assistance of a mediator and/or the Court for resolution.

8 57. NO PRIOR ASSIGNMENTS. The Parties separately represent and warrant that they
9 have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer,
10 or encumber to any person or entity and portion of any liability, claim, demand, action, cause of
11 action, or right released and discharged by the Party in this Settlement.

12 58. NO TAX ADVICE. Each Party to this Settlement Agreement (for purposes of this
13 paragraph, only, referred to as the “Acknowledging Party”; and each Party to this Settlement
14 Agreement other than the Acknowledging Party, an “Other Party”) acknowledges and agrees that
15 (1) no provision of this Settlement Agreement, and no written communication or disclosure
16 between or among the Parties or their attorneys and other advisors, is or was intended to be, nor
17 shall any such communication or disclosure constitute or be construed or be relied upon as, tax
18 advice within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10,
19 as amended); (2) the Acknowledging Party (a) has relied exclusively upon his, her, or its own,
20 independent legal and tax advisers for advice (including tax advice) in connection with this
21 Settlement Agreement, (b) has not entered into this Settlement Agreement based upon the
22 recommendation of any Other Party or any attorney or advisor to any Other Party, and (c) is not
23 entitled to rely upon any communication or disclosure by any attorney or adviser to any Other
24 Party to avoid any tax penalty that may be imposed on the Acknowledging Party; and (3) no
25 attorney or adviser to any Other Party has imposed any limitation that protects the confidentiality
26 of any such attorney’s or adviser’s tax strategies (regardless of whether such limitation is legally
27 binding) upon disclosure by the Acknowledging Party of the tax treatment or tax structure of any
28 transaction, including any transaction contemplated by this Settlement Agreement.

1 59. MODIFICATION OF AGREEMENT. This Agreement, and all parts of it, may be
2 amended, modified, changed, or waived only by an express written instrument signed by all
3 Parties or their representatives, and approved by the Court.

4 60. AGREEMENT BINDING ON SUCCESSORS. This Agreement will be binding upon,
5 and inure to the benefit of, the successors of each of the Parties.

6 61. APPLICABLE LAW. All terms and conditions of this Agreement and its exhibits will
7 be governed by and interpreted according to the internal laws of the state of California, without
8 regard to conflict of law principles.

9 62. COOPERATION IN DRAFTING. The Parties have cooperated in the drafting and
10 preparation of this Agreement. This Agreement will not be construed against any Party on the
11 basis that the Party was the drafter or participated in the drafting.

12 63. CONFIDENTIALITY. To the extent permitted by law, all agreements made, and orders
13 entered during Action and in this Agreement relating to the confidentiality of information shall
14 survive the execution of this Agreement.

15 64. CALENDAR DAYS. Unless otherwise noted, all reference to “days” in this Agreement
16 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
17 weekend or federal legal holiday, it shall be on the first business day thereafter.

18 65. EXECUTION IN COUNTERPARTS. This Agreement may be executed in one or more
19 counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this
20 Agreement shall be accepted as an original. All executed counterparts and each of them will be
21 deemed to be one and the same instrument if counsel for the Parties will exchange between
22 themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove
23 the existence and contents of this Agreement.

24 66. STAY OF LITIGATION. The Parties agree that upon the execution of this Agreement
25 the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further
26 agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the
27 date to bring a case to trial under CCP section 583.310 for the entire period of this settlement
28 process.

67. FAILURE OF SETTLEMENT. In the event that the Settlement does not become final for any reason, this Agreement shall be null and void. In such a case, the Parties shall return to the status quo as if they had not entered into this Settlement. The Settlement Administrator will be paid in equal parts by Plaintiff and by Defendant for its costs through the date it is notified that the Settlement will not proceed.

IT IS SO AGREED.

By the parties:

_____ Plaintiff Francisco Ramos Date: _____	_____ Nicholas McGrath Defendant Ascent Aerospace, LLC By: _____ Position: CFO Date: 9/25/2026
---	---

Approved by counsel:

DATED: **D.LAW, INC.**

BY: _____
David Yeremian
Alvin B. Lindsay
Attorneys for Plaintiff Francisco Ramos and
others similarly aggrieved

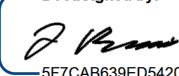
DATED: **FISHER & PHILLIPS, LLP**

BY: _____
Bret Martin
Sean L. McKaveney
Attorneys for Defendant
Ascent Aerospace, LLC

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the Settlement will not proceed.

IT IS SO AGREED.

By the parties:

DocuSigned by:

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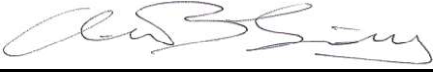
Plaintiff Francisco Ramos
Date: 9/21/2026

Nicholas McGrath
Defendant Ascent Aerospace, LLC
By: Nicholas McGrath
Position: CFO
Date: 9/25/2026

Approved by counsel:

DATED: September 21, 2026

D.LAW, INC.

BY: 

David Yeremian
Alvin B. Lindsay
Attorneys for Plaintiff Francisco Ramos and
others similarly aggrieved

DATED: September 25, 2026

FISHER & PHILLIPS, LLP

BY: 

Bret Martin
Sean L. McKaveney
Attorneys for Defendant
Ascent Aerospace, LLC

Signature: *Nick McGrath*

Email: nick.mcgrath@ascentaerospace.com

EXHIBIT 2

D.LAW, INC.

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David Yeremian (SBN 226337)

d.yeremian@d.law

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on behalf of himself and all others similarly situated

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Facsimile (858)597-9601

Attorneys for Defendant Ascent Aerospace, LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

FRANCISCO RAMOS JR., an individual,
on behalf of himself and others similarly
situated,

Plaintiff,

vs.

ASCENT AEROSPACE, LLC, a Delaware
limited liability company; and DOES 1
through 50, inclusive,

Defendants.

Case No. 30-2024-01416819-CU-OE-CXC

REPRESENTATIVE ACTION

Assigned for All Purposes To:

Hon. Layne Melzer

Dept.: CX102 ~~Lon Hurwitz~~

Dept.: CX103

**AMENDED PAGA SETTLEMENT
AGREEMENT –AND RELEASE**

Complaint filed: August 05, 2024

First Amended Complaint: October 09, 2024

Trial Date: None set

1 This Amended PAGA Settlement Agreement and Release (“Settlement Agreement” or
2 “Settlement”) is made by and between plaintiff Francisco Ramos (“Plaintiff”) and defendant
3 Ascent Aerospace, LLC (“Ascent” or “Defendant”). The Agreement refers to Plaintiff and Ascent
4 collectively as “Parties,” or individually as “Party.”

5 DEFINITIONS

6 1. “Action” means Plaintiff’s lawsuit alleging wage and hour violations against Defendant
7 captioned *Francisco Ramos v. Ascent Aerospace, LLC*, Case No. 30-2024-01416819-CU-OE-
8 CXC, filed on August 05, 2024, and pending in Superior Court of the State of California, County
9 of Orange.

10 2. “Administrator” means Apex Class Action, LLC, the neutral entity the Parties have
11 agreed to appoint to administer the Settlement.

12 3. “Administration Costs” means the amount to be paid to the Administrator from the Gross
13 Settlement Amount for administration of this Settlement, not to exceed \$4,000.00.

14 4. “Aggrieved Employees” means and includes all individuals who worked for Defendant
15 as hourly non-exempt employees in California at any time during the PAGA Period.

16 5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in
17 Defendant’s possession including the Aggrieved Employee’s name, last-known mailing address,
18 Social Security number, and number of PAGA Pay Periods worked during the PAGA Period.

19 6. “Aggrieved Employee Address Search” means the Administrator’s investigation and
20 search for current Aggrieved Employee mailing addresses using all reasonably available sources,
21 methods and means including, but not limited to, the National Change of Address database, skip
22 traces, and direct contact by the Administrator with Aggrieved Employees.

23 7. “Approval Order” means the Court’s Order Granting Final Approval of the Settlement.

24 8. “Court” means the Superior Court of California, County of Orange.

25 9. “Defendant” means Ascent Aerospace, LLC.

26 10. “Defense Counsel” means Fisher & Phillips, LLP.

27 11. “Effective Date” means the date on which the Court enters a Judgment on its Order
28 Approving the PAGA Settlement.

1 12. "Gross Settlement Amount" or "GSA" means the non-reversionary payment of
2 \$100,000.00 (One Hundred Thousand Dollars and No Cents), which is the total amount Defendant
3 agrees to pay under the Settlement. The GSA will be used to pay Individual PAGA Payments, the
4 LWDA PAGA Payment, PAGA Counsel Fees, PAGA Counsel Costs, and the Administration
5 Costs.

6 13. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 325%
7 of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during
8 the PAGA Period.

9 14. "Judgment" means the judgment entered by the Court based upon the Approval of the
10 PAGA Settlement.

11 15. "LWDA" means the California Labor and Workforce Development Agency, the agency
12 entitled, under Labor Code section 2699, subd. (i).

13 16. "LWDA PAGA Payment" means the 675% of the PAGA Penalties paid to the LWDA
14 under Labor Code section 2699, subd. (i).

15 17. "Net Settlement Amount" or "NSA" means the Gross Settlement Amount less the
16 following payments in the amounts approved by the Court: PAGA Counsel Fees and Costs, and
17 Administration Costs. The NSA and the PAGA Penalties are similarly defined, as both are the
18 remainder amount after deductions from the GSA to be paid to the LWDA and Aggrieved
19 Employees as civil penalties under the PAGA.

20 18. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).

21 19. "PAGA Counsel" means D.Law, Inc.

22 20. "PAGA Counsel Fees" and "PAGA Counsel Costs" mean the amounts allocated to
23 PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively,
24 incurred in connection with this Action. PAGA Counsel will request approval of an award of
25 attorneys' fees in an amount not to exceed 305% of the Gross Settlement Amount (i.e.
26 \$305,000.00), as well as actual reasonable litigation costs in an amount as requested to and
27 approved by the Court in connection with Settlement approval. Defendant will not oppose PAGA
28 Counsel's request for attorneys' fees and costs in the amount provided for in this paragraph.

PAGA Counsel Fees and Costs will be paid out of the Gross Settlement Amount. To the extent that the Court approves less than the amount of attorneys' fees or costs requested, the difference between the requested and awarded amounts will be added to the Net Settlement Amount for payment of the LWDA PAGA Payment.

21. "PAGA Notice" means Plaintiff's August 05, 2024 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

22. "PAGA Penalties" means the total PAGA civil penalties payment to be paid from the Gross Settlement Amount and is defined similarly as the NSA, with both calling for an allocation of 35% to the Aggrieved Employees and 65% to LWDA in settlement of PAGA claims.

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

24. "PAGA Period" means the period from August 5, 2023 to May 31, 2025, subject to Paragraph 49.

25. "Plaintiff" means Francisco Ramos, the named plaintiff in the Action.

26. "Released Parties" means: Defendant and each of its current and former parent companies, owners, subsidiaries, divisions, affiliated or related persons or entities, members, and managers, and all of their respective officers, directors, employees, partners, managing agents, shareholders, members, managers, attorneys, agents, executors, insurers, and assigns.

27. "Settlement Notice" means an explanatory letter similar to that attached hereto as Exhibit A to be sent by the Administrator to Aggrieved Employees.

RECITALS

28. On August 05, 2024, Plaintiff commenced this Action by filing a Class Action Complaint against Defendant alleging fourteen wage and hour causes of action. Simultaneously, Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice pursuant to Labor Code section 2699.3, subd.(a). Plaintiff filed a First Amended Complaint ("FAC") adding a cause of action for PAGA penalties under Labor Code §§ 2698 *et seq.* on October 09, 2024.

29. Shortly after initiating the Action, the Parties met and conferred regarding the allegations

1 in the FAC and enforceability of an arbitration agreement signed by the majority of the current
2 and former employees of Defendant. After much consideration, the Parties agreed to try and
3 resolve the matter through mediation. The Parties scheduled a mediation with Darren Cohen.

4 30. On April 15, 2025, the Parties participated in a mediation presided over by respected
5 wage and hour mediator Darren Cohen and were able to reach an agreement on general settlement
6 terms.

7 31. The Parties have each independently analyzed and investigated the facts and law relevant
8 to this case through informal discovery, including, but not limited to, the employment policies,
9 procedures, and practices implicated by the FAC and/or the PAGA Notice; a sampling of about
10 one-third of the timekeeping records and payroll records of the Aggrieved employees, and wage
11 statements relating to Plaintiff and other non-exempt employees on whose behalf the FAC and/or
12 the PAGA Notice are asserted; and summaries of data pertaining to the number of employees
13 allegedly affected by the policies, procedures, and practices implicated by the FAC and/or the
14 PAGA Notice. Defendant also produced exemplars of various arbitration agreements in effect in
15 the past 7 years.

16 32. After evaluating the strengths and weaknesses of their respective positions, after
17 considering the time, expense, and risk associated with litigating this case to judgment, and after
18 engaging in arm's-length settlement negotiations through informed counsel with the assistance of
19 a mediator, the Parties agreed to fully, finally, and exclusively resolve the Released Claims as to
20 Plaintiff and the Aggrieved Employees, subject to Court approval.

21 33. At the time of filing the motion for approval of this Settlement with the Court, Plaintiff's
22 counsel will file a Request for Dismissal of the class claims without prejudice in accordance with
23 Rule 3.770 of the California Rules of Court. Defendant's obligations under this Agreement are
24 contingent on the Court dismissing the class claims alleged in the FAC. Defendant denies the
25 allegations in the FAC and PAGA Notice, denies any failure to comply with the laws identified
26 in in the FAC and PAGA Notice, and denies any and all liability for the causes of action alleged
27 in the FAC and PAGA Notice.

28 34. The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of

any other pending matter or action asserting claims that will be extinguished or affected by the Settlement. The parties also entered into a separate individual settlement agreement addressing the general release Plaintiff is providing to Defendant and the related consideration.

TERMS OF SETTLEMENT

35. GROSS SETTLEMENT AMOUNT. Defendant will pay a non-reversionary Gross Settlement Amount ("GSA") in the amount of \$100,000.00 (One Hundred Thousand Dollars) to fully settle, resolve, and extinguish all claims asserted in the Action (after dismissal of the class claims), including without limitation all claims asserted in the PAGA Notice referenced in Plaintiff's FAC in the Action. The Parties stipulate and agree that the GSA covers and satisfies all amounts necessary to settle the Action including, without limitation, all PAGA Counsel Fees and Costs, and all Administration Costs. The Administrator will disburse the entire GSA without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the GSA will revert to Defendant. The Parties also entered into a separate individual settlement agreement addressing the general release Plaintiff is providing to Defendant and the related consideration.

36. FUNDING OF GROSS SETTLEMENT AMOUNT. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 30 days after the Effective Date.

37. PAYMENTS FROM THE GROSS SETTLEMENT AMOUNT. The Administrator will make the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Approval Order:

37.1 To PAGA Counsel: A payment for PAGA Counsel Fees of not more than 305% of the GSA, which is currently estimated to be \$305,000.00, and PAGA Counsel Costs as incurred in this Action and documented and as requested to and approved by the Court in connection with Settlement Approval. Defendant will not oppose requests for these payments provided that they do not exceed these amounts. In the event the Court approves PAGA Counsel Fees and Costs less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will pay PAGA Counsel Fees and Costs using one or more IRS 1099

1 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on PAGA Counsel
2 Fees and Costs.

3 37.2 To the Administrator: A payment for Administration Costs not to exceed
4 \$4,000.00 except for a showing of good cause and as approved by the Court. The Parties will not
5 oppose the request for Administration Costs provided that they do not exceed this amount. To the
6 extent Administration Costs are less or the Court approves payment less than \$4,000.00, the
7 Administrator will retain the remainder in the Net Settlement Amount.

8 37.3 PAGA Penalties Payment: After subtracting PAGA Counsel Fees and Costs,
9 and Administration Costs, the resulting NSA will be distributed to the LWDA and Aggrieved
10 Employees as the PAGA Penalties. The PAGA Penalties payments will be subject to Court
11 approval consistent with California Labor Code section 2699.3(b)(4). Upon approval, the PAGA
12 Penalties payments shall be allocated as follows:

13 37.3(a) The LWDA PAGA Payment: Sixty-five percent (65%) will be paid to
14 the LWDA, as required by California Labor Code section 2699(i);

15 37.3(b) Individual PAGA Payments: Thirty-five percent (35%) will be
16 divided on a *pro rata* basis among Aggrieved Employees calculated according to the number of
17 PAGA Pay Periods worked during the PAGA Period and distributed by the Settlement
18 Administrator in Individual PAGA Payments, as required by California Labor Code section
19 2699(i). The payments will be reported on IRS Forms 1099 issued to the LWDA and each
20 Aggrieved Employee. The Settlement Administrator will be responsible for issuing to Aggrieved
21 Employees any 1099 or other tax forms as may be required by law for all amounts paid pursuant
22 to this Settlement.

23 38. NO OPT-OUT. There shall be no right by Aggrieved Employees to opt-out of the
24 Settlement.

25 **SETTLEMENT ADMINISTRATION**

26 39. SELECTION OF ADMINISTRATOR. The Parties have jointly selected Apex Class
27 Action, LLC to serve as the Administrator and PAGA Counsel verified that, as a condition of
28 appointment, Apex Class Action, LLC agrees to be bound by this Agreement and to perform, as

1 a fiduciary, all duties specified in this Agreement in exchange for payment of Administration
2 Costs. The Parties and their Counsel represent that they have no interest or relationship, financial
3 or otherwise, with the Administrator other than a professional relationship arising out of prior
4 experiences administering settlements.

5 40. AGGRIEVED EMPLOYEE PAY PERIODS. Based on a review of its records to date,
6 Defendant estimates there are ~~159-163~~ Aggrieved Employees who collectively worked a total of
7 ~~5,203-713~~ PAGA Pay Periods during the PAGA Period.

8 41. AGGRIEVED EMPLOYEE DATA. Not later than fourteen (14) days after the Effective
9 Date, Defendant will deliver the Aggrieved Employee Data to the Administrator in the form of a
10 Microsoft Excel spreadsheet. This information will include the name, most last-known mailing
11 address, social security number, and number of PAGA Pay Periods worked by each Aggrieved
12 Employee during the PAGA Period. The list shall also include the sum total of all PAGA Pay
13 Periods worked by Aggrieved Employees during the PAGA Period. As social security numbers
14 are included in the list, the Settlement Administrator will maintain the list in confidence, and
15 access shall be limited to those with a need to use the list as part of the administration of the
16 Settlement.

17 40.1 Defendant's Continuing Duty Regarding Aggrieved Employee Data: Defendant has
18 a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved
19 Employee Data omitted employee identifying information and to provide corrected or updated
20 Aggrieved Employee Data to the Administrator as soon as reasonably feasible. Without any
21 extension of the deadline by which Defendant must send the Aggrieved Employee Data to the
22 Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to
23 reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee
24 Data.

25 42. CALCULATION OF INDIVIDUAL PAGA PAYMENTS: The Settlement
26 Administrator will calculate the amount to be received by each Aggrieved Employee. Within
27 seven (7) days of receiving the Aggrieved Employee Data, the Settlement Administrator will
28 circulate to counsel for both Parties an anonymized spreadsheet containing the estimated

Individual PAGA Payments to each Aggrieved Employee and the data used to calculate said payments. The Settlement Administrator shall obtain approval from all counsel of the calculations before mailing Individual PAGA Payments.

43. DISTRIBUTION OF PAYMENTS FROM THE GSA. Within 10 days after Defendant funds the GSA, the Administrator will mail checks for all Individual PAGA Payments along with an explanatory letter (“Settlement Notice”), LWDA PAGA Payment, Administration Costs, and PAGA Counsel Fees and Costs. Disbursement of PAGA Counsel Fees and Costs shall not precede disbursement of Individual PAGA Payments.

42.1 Individual PAGA Payments with Settlement Notice. The Administrator will issue checks for the Individual PAGA Payments and send the Individual PAGA Payments with the Settlement Notice to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. Individual PAGA Payments will remain negotiable for 180 days and Aggrieved Employees will have 180 days from the date of mailing to cash their Individual PAGA Payments. The face of each check shall prominently state the date when the check will be voided (“void date”). The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees. Before mailing any checks, the Settlement Administrator must update the recipients’ mailing addresses using the National Change of Address Database. If an Individual PAGA Payment is returned to the Administrator with a forwarding address provided by the United States Postal Service, the Administrator will promptly resend the check to the Aggrieved Employee at the forwarding address, but this re-mailing will not extend the 180-day period to cash the check.

42.2 Aggrieved Employee Address Search. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within seven days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved

Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

42.3 Uncashed Checks. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

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

44. FINAL ACCOUNTING REPORT BY SETTLEMENT ADMINISTRATOR. Within 10 days after the Administrator disburses all funds in the GSA, the Administrator will provide PAGA Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 14 days before any deadline set by the Court, the Administrator will prepare, and submit to PAGA Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. PAGA Counsel is responsible for filing the Administrator's declaration in Court.

45. RELEASE OF CLAIMS. As of the Effective Date and Defendant's successful transfer of the full GSA to the Administrator, all Aggrieved Employees, the State of California, the LWDA, and Plaintiff, in consideration of the PAGA Payment, shall be bound by this Agreement and shall have recourse exclusively to the benefits, rights, and remedies provided hereunder. Plaintiff and Aggrieved Employees (on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, as well as on behalf of the State of California), ~~and the State of California~~, shall be deemed to have, and by operation of the Approval Order, fully, finally, forever, unconditionally, and irrevocably released, relinquished, and discharged each and all of the Released Parties from any and all claims for PAGA penalties that were alleged in the Action and PAGA Notice, or reasonably could have

1 been alleged, based on the facts stated in the FAC and Plaintiff's PAGA Notice that occurred
2 during the PAGA Period, including Labor Code sections 201, 202, 203, 204, 218, 218.5, 218.6,
3 221, 226, 226.4, 226.7, 246, 248.1, 248.2, 248.5, 510, 511, 512, 551, 552, 558, 558.1, 1174,
4 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2810.5, 2698,
5 2699, 2699.3, 2699.5, 2802, and the applicable Wage Orders ("Released Claims").

6 46. REQUEST FOR APPROVAL OF SETTLEMENT. The Parties will cooperate in
7 obtaining through an unopposed or joint motion, an order from the Court approving the terms of
8 this Agreement at the earliest reasonably possible date following the execution of this Agreement.
9 PAGA Counsel shall be responsible for filing an unopposed motion for approval of the
10 Settlement. Plaintiff shall provide the requisite notice of this Settlement Agreement to the LWDA
11 on or before the date Plaintiff requests approval of this Settlement Agreement from the Court. If
12 the Court approves this Settlement, the Parties shall request that the Court enter an Order
13 approving the settlement. As part of the request to approve the Settlement, Plaintiff shall submit
14 a proposed order and Judgment granting approval of this Settlement. The Order granting approval
15 of the settlement shall provide for a dismissal, with prejudice, of the entire Action. The Court
16 shall retain jurisdiction to enforce the terms of this Agreement. This Settlement is expressly
17 conditioned upon the Court entering such an Order approving this Settlement as set forth herein.

18 47. DUTY TO COOPERATE. The Parties agree to work diligently and cooperatively to
19 have this matter presented to the Court for approval as efficiently as possible. Defendant agrees
20 not to oppose Plaintiff's Motion for Approval provided that it comports with this Settlement
21 Agreement. If the Parties disagree on any aspect of the proposed Motion for Approval and/or the
22 supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously
23 work together on behalf of the Parties by meeting and conferring, in good faith, to resolve the
24 disagreement. If the Court does not grant Approval or conditions Approval on any material
25 change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together
26 on behalf of the Parties by meeting and conferring, in good faith, to modify the Agreement and
27 otherwise satisfy the Court's concerns.
28

1 48. CONFIDENTIALITY PRIOR TO APPROVAL. Plaintiff, PAGA Counsel, Defendant
2 and Defense Counsel separately agree that, until the motion for approval of the Settlement is filed,
3 they and each of them will not disclose, disseminate and/or publicize, or cause or permit another
4 person to disclose, disseminate or publicize, any of the terms of the Agreement directly or
5 indirectly, specifically or generally, to any person, corporation, association, government agency,
6 or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be
7 instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent
8 necessary to report income to appropriate taxing authorities; (4) in response to a court order or
9 subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government
10 agency. PAGA counsel may put publicly available information about the Settlement in any
11 description of their experience or the like in order to describe their experience to a court. Both
12 before and after the motion for approval of the Settlement is filed Plaintiff and PAGA Counsel
13 shall not issue a press release, hold a press conference, publish information about the settlement
14 on any website, or otherwise publicize the settlement. This paragraph does not restrict PAGA
15 Counsel's communications with Aggrieved Employees, the LWDA or the Court, in accordance
16 with PAGA Counsel's ethical obligations owed to Aggrieved Employees.

17 49. ESCALATOR CLAUSE RELEASE PERIOD. Based on its records to date, Defendant
18 represents ~~ed~~ that, as of ~~April 15~~ September 11, 20265, (1) there ~~were 159~~ are 163 Aggrieved
19 Employees with a total of ~~5,203~~ 713 PAGA Pay Periods. Defendant agrees that the end of the
20 release period will coincide with the date when the actual records provided reflect 5,713 total. If
21 the number of total PAGA Pay Periods in the data surpasses 5,723, then the PAGA Period will
22 during the PAGA Period increases by more than 10% percent from the total number of PAGA
23 Pay Periods (i.e. an increase of 520 or more PAGA Pay Periods), then Defendant may (1) elect
24 to end the PAGA Period on the date in which the number reaches 5,723, or (2) increase the GSA
25 in proportion to the number of total PAGA Pay Periods in the PAGA Period in excess of 10%.
26 For example, if the final number of total PAGA Pay Periods for the PAGA Period increases by
27 12% over 5,203 PAGA Pay Periods, the GSA will increase by 2%. Defendant must exercise its
28 option to either end the PAGA Period on the date the Pay Periods total 5,723, or increase the GSA

proportionally prior to the date of the approval hearing. The parties will stipulate and file an amended proposed order and PAGA Notice for Court Approval in the event that this provision is triggered, and the end of the PAGA Period is not May 31, 2025.

50. CONTINUING JURISDICTION OF THE COURT. Pursuant to Cal. Code of Civ. Proc. § 664.6, the Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

51. AMENDED JUDGMENT. If any amended judgment is required under Cal. Civ. Proc. § 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

ADDITIONAL PROVISIONS

52. NO ADMISSION OF LIABILITY. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

53. NO SOLICITATION. The Parties separately agree that they and their respective counsel and employees will not solicit any Aggrieved Employee to object to the Settlement or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict PAGA Counsel's ability to communicate with Aggrieved Employees in accordance with PAGA Counsel's ethical obligations owed to Aggrieved Employees.

54. INTEGRATED AGREEMENT. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties,

covenants, or inducements made to or by any Party. This Agreement does not supersede or replace the Separate Individual Settlement Agreement addressing Plaintiff's general release.

55. ATTORNEY AUTHORIZATION. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

56. COOPERATION. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

57. NO PRIOR ASSIGNMENTS. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

58. NO TAX ADVICE. Each Party to this Settlement Agreement (for purposes of this paragraph, only, referred to as the "Acknowledging Party"; and each Party to this Settlement Agreement other than the Acknowledging Party, an "Other Party") acknowledges and agrees that (1) no provision of this Settlement Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisors, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended); (2) the Acknowledging Party (a) has relied exclusively upon his, her, or its own, independent legal and tax advisers for advice (including tax advice) in connection with this Settlement Agreement, (b) has not entered into this Settlement Agreement based upon the

1 recommendation of any Other Party or any attorney or advisor to any Other Party, and (c) is not
2 entitled to rely upon any communication or disclosure by any attorney or advisor to any Other
3 Party to avoid any tax penalty that may be imposed on the Acknowledging Party; and (3) no
4 attorney or advisor to any Other Party has imposed any limitation that protects the confidentiality
5 of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally
6 binding) upon disclosure by the Acknowledging Party of the tax treatment or tax structure of any
7 transaction, including any transaction contemplated by this Settlement Agreement.

8 59. MODIFICATION OF AGREEMENT. This Agreement, and all parts of it, may be
9 amended, modified, changed, or waived only by an express written instrument signed by all
10 Parties or their representatives, and approved by the Court.

11 60. AGREEMENT BINDING ON SUCCESSORS. This Agreement will be binding upon,
12 and inure to the benefit of, the successors of each of the Parties.

13 61. APPLICABLE LAW. All terms and conditions of this Agreement and its exhibits will
14 be governed by and interpreted according to the internal laws of the state of California, without
15 regard to conflict of law principles.

16 62. COOPERATION IN DRAFTING. The Parties have cooperated in the drafting and
17 preparation of this Agreement. This Agreement will not be construed against any Party on the
18 basis that the Party was the drafter or participated in the drafting.

19 63. CONFIDENTIALITY. To the extent permitted by law, all agreements made, and orders
20 entered during Action and in this Agreement relating to the confidentiality of information shall
21 survive the execution of this Agreement.

22 64. CALENDAR DAYS. Unless otherwise noted, all reference to "days" in this Agreement
23 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
24 weekend or federal legal holiday, it shall be on the first business day thereafter.

25 65. EXECUTION IN COUNTERPARTS. This Agreement may be executed in one or more
26 counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this
27 Agreement shall be accepted as an original. All executed counterparts and each of them will be
28 deemed to be one and the same instrument if counsel for the Parties will exchange between

1 themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove
2 the existence and contents of this Agreement.

3 66. STAY OF LITIGATION. The Parties agree that upon the execution of this Agreement
4 the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further
5 agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the
6 date to bring a case to trial under CCP section 583.310 for the entire period of this settlement
7 process.

8 67. FAILURE OT SETTLEMENT. In the event that the Settlement does not become final
9 for any reason, this Agreement shall be null and void. In such a case, the Parties shall return to
10 the status quo as if they had not entered into this Settlement. The Settlement Administrator will
11 be paid in equal parts by Plaintiff and by Defendant for its costs through the date it is notified that
12 the Settlement will not proceed.

13 **IT IS SO AGREED.**

14 By the parties:

15
16 _____
17 Plaintiff Francisco Ramos
18 Date: _____

16 _____
17 Defendant Ascent Aerospace, LLC
18 By: _____
19 Position: _____
20 Date: _____

21 Approved by counsel:

22 DATED: ~~September 28, 2026~~~~September 16, 2026~~~~September 16, 2026~~~~September 16,~~
~~2026~~~~September 16, 2026~~~~September 16, 2026~~~~September 15, 2026~~~~September 15, 2026~~~~September~~
~~8, 2026~~ **D.LAW, INC.**

23
24 BY: _____
25 David Yeremian
26 Alvin B. Lindsay
27 Attorneys for Plaintiff Francisco Ramos and others
28 similarly aggrieved

27 DATED: ~~September 28, 2026~~~~September 16, 2026~~~~September 16, 2026~~~~September 16,~~
28 ~~2026~~~~September 16, 2026~~~~September 16, 2026~~~~September 15, 2026~~~~September 15, 2026~~~~September~~
~~8, 2026~~ **FISHER & PHILLIPS, LLP**

1
2 BY: _____
3 Bret Martin
4 Sean L. McKaveney
5 Attorneys for Defendant Ascent Aerospace, LLC
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EXHIBIT 3

NOTICE OF REPRESENTATIVE ACTION SETTLEMENT

Enclosed is your individual payment from the settlement of the lawsuit entitled *Francisco Ramos v. Ascent Aerospace, LLC*, Orange County Superior Court Case No. 30-2024-01416819-CU-OE-CXC (the “Action” or “Lawsuit”).

Why should you read this notice and what is the Action about?

A settlement (the “Settlement”) has been reached and approved in this representative action pursuant to, among other laws, the California Labor Code Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et seq.* (“PAGA”). The Defendant in the Action is Ascent Aerospace, LLC (“Defendant”). The Court has granted approval of the Settlement on behalf of a group of Aggrieved Employees defined as follows:

All individuals who worked for Defendant as hourly non-exempt employees in California at any time during the PAGA Period of August 5, 2023 to May 31, 2025.

Defendant’s employment records indicate that you meet this definition, which makes you a member of the group of Aggrieved Employees who are receiving payments from a portion of the Gross Settlement Amount of \$100,000.00. The Court directed that this Notice be sent to all Aggrieved Employees to inform them about the case and your rights, and to explain the Individual PAGA Payment check you are receiving with this Notice.

The Court did not decide in favor of Plaintiff or Defendant. Instead, both sides agreed to a Settlement. This allows the Parties to avoid the risk and uncertainty of trial and any subsequent appeal, and all affected employees will receive compensation. The Settlement is not an admission of liability by Defendant. Plaintiff and the attorneys believe the Settlement is fair, reasonable and adequate, and in the best interests of all Aggrieved Employees. Defendant denies that it has done anything wrong or that it owes any penalties under the PAGA. The parties agreed to resolve the case, and as part of that Settlement, Defendant agreed to pay a certain amount of money categorized as PAGA penalties. Under the PAGA statute, certain penalties get divided between the State and the employees. As a result of this settlement, the State’s and your ability to seek penalties recoverable under the PAGA for the claims in the Action have been released. These releases are addressed in further detail below.

~~The Court did not decide in favor of Plaintiff or Defendant. Instead, both sides agreed to a Settlement. This allows the Parties to avoid the risk and uncertainty of trial and any subsequent appeal, and all affected employees will receive compensation. The Settlement is not an admission of liability by Defendant. Plaintiff and the attorneys believe the Settlement is fair, reasonable and adequate, and in the best interests of all Aggrieved Employees.~~

What are the terms of the Settlement?

Defendant agreed to pay One Hundred Thousand Dollars and Zero Cents (\$100,000.00) to settle the Action (the “Gross Settlement Amount”). The Gross Settlement Amount includes: (a) PAGA Counsel’s Fees, (b) PAGA Counsel’s Costs; (c) Administration Costs; and (d) PAGA Penalties. The Court has approved the following payments from the Gross Settlement Amount:

- PAGA Counsel’s Fees of- \$ 305,000.00;
- PAGA Counsel’s Costs of \$ ~~10,000.00~~ 12,590.55;
- Administration Costs of \$ 4,000.00 _____; and
- PAGA Penalties of \$ ~~48,409.45~~ 53,409.45 _____.

As required by California Labor Code section 2699(i), the PAGA Penalties payment totaling \$53,409.45

~~48,409.45~~.00 has been divided between the State for the LWDA PAGA Payment and the Aggrieved Employees Individual PAGA Payments, with 675% (~~\$31,466.14~~~~34,716.14~~.00) allocated to State for the LWDA PAGA Payment and 325% (~~\$16,943.31~~~~18,693.31~~.00) allocated to the Individual PAGA Payments to be provided to the Aggrieved Employees. No portion of the Gross Settlement Amount will be returned to Defendant.

How much am I receiving for my Individual PAGA Payment and how was it calculated?

From the ~~\$18,693.31~~~~16,943.31~~.00 allocated to the Aggrieved Employees, the Administrator calculated each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 325% share of PAGA Penalties (est. ~~\$18,693.31~~~~16,943.31~~.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. Using this calculation, and based on Defendant's records:

Your Compensable Pay Periods are: <<PayPeriods>>

Based on your Pay Periods, your Individual PAGA Payment check is for: \$<<Est.PAGAPaymentAmt>>

Current employees will not be retaliated against for cashing their Individual PAGA Payment checks.

Checks will remain valid until the void date of 180 days after mailing. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator will transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

What claims are being released by the Settlement?

Plaintiff commenced this Action on August 05, 2024 by filing a Class Action Complaint alleging causes of action on behalf of all similarly situated non-exempt hourly employees against Defendant for: (1) Failure to Pay Minimum Wages for All Hours Worked; (2) Failure to Pay Wages and Overtime Under Labor Code § 510; (3) Meal Period Liability Under Labor Code § 226.7; (4) Rest-Break Liability Under Labor Code § 226.7; (5) Failure to Provide One Day's Rest from Seven Under Labor Code §§ 551 and 552; (6) Violation of Labor Code § 226(a); (7) Violation of Labor Code § 221; (8) Violation of Labor Code § 204; (9) Violation of Labor Code § 203; (10) Failure to Maintain Records Required Under Labor Code §§ 1174, 1174.5; (11) Failure to Produce Requested Employment Records Under Labor Code §§ 226, 1198.5; (12) Failure to Maintain Temperatures Under the Wage Order; (13) Failure to Reimburse Necessary Business Expenses Under Labor Code § 2802; and (14) Violation of Business & Professions Code § 17200 *et seq.* Simultaneously, Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice pursuant to Labor Code section 2699.3, subd.(a).

Plaintiff has dismissed the Class claims in light of arbitration agreements and the operative First Amended Complaint ("FAC") asserts claims for PAGA penalties based on the above and related alleged violations.

Upon the Effective Date of the Judgment as entered, and Defendant's full funding of the Gross Settlement Amount, Plaintiff and Aggrieved Employees (on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, as well as on behalf of the State of California), shall be deemed to have, and by operation of the Approval Order, fully, finally, forever, unconditionally, and irrevocably released, relinquished, and discharged each and all of the Released Parties from any and all claims for PAGA penalties that were alleged in the Action and PAGA Notice, or reasonably could have been alleged, based on the facts stated in the FAC and Plaintiff's PAGA Notice that occurred during the PAGA Period.

~~the State of California, the LWDA, Plaintiff, and the Aggrieved Employees will be deemed to have fully, finally, and forever released, relinquished, and discharged each and all of the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the FAC and the PAGA Notice that occurred during the PAGA Period.~~ The "Released Parties" are defined as Defendant and each of its current and former parent companies, owners, subsidiaries, divisions, affiliated or related persons or entities, members, and managers, and all of their respective officers, directors, employees, partners, managing agents, shareholders, members, managers,

attorneys, agents, executors, insurers, and assigns.

~~Your release is specific to the above-described claims for PAGA penalties.~~ You are not releasing any individual claims.
Your release is limited to the above-described claims for PAGA penalties.

If you have questions, you can call the Settlement Administrator at [REDACTED].

PLEASE DO NOT TELEPHONE THE COURT OR DEFENDANT'S MANAGERS OR SUPERVISORS ABOUT THIS SETTLEMENT

EXHIBIT 4

NOTICE OF REPRESENTATIVE ACTION SETTLEMENT

Enclosed is your individual payment from the settlement of the lawsuit entitled *Francisco Ramos v. Ascent Aerospace, LLC*, Orange County Superior Court Case No. 30-2024-01416819-CU-OE-CXC (the “Action” or “Lawsuit”).

Why should you read this notice and what is the Action about?

A settlement (the “Settlement”) has been reached and approved in this representative action pursuant to, among other laws, the California Labor Code Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et seq.* (“PAGA”). The Defendant in the Action is Ascent Aerospace, LLC (“Defendant”). The Court has granted approval of the Settlement on behalf of a group of Aggrieved Employees defined as follows:

All individuals who worked for Defendant as hourly non-exempt employees in California at any time during the PAGA Period of August 5, 2023 to May 31, 2025.

Defendant’s employment records indicate that you meet this definition, which makes you a member of the group of Aggrieved Employees who are receiving payments from a portion of the Gross Settlement Amount of \$100,000.00. The Court directed that this Notice be sent to all Aggrieved Employees to inform them about the case and your rights, and to explain the Individual PAGA Payment check you are receiving with this Notice.

The Court did not decide in favor of Plaintiff or Defendant. Instead, both sides agreed to a Settlement. This allows the Parties to avoid the risk and uncertainty of trial and any subsequent appeal, and all affected employees will receive compensation. The Settlement is not an admission of liability by Defendant. Plaintiff and the attorneys believe the Settlement is fair, reasonable and adequate, and in the best interests of all Aggrieved Employees. Defendant denies that it has done anything wrong or that it owes any penalties under the PAGA. The parties agreed to resolve the case, and as part of that Settlement, Defendant agreed to pay a certain amount of money categorized as PAGA penalties. Under the PAGA statute, certain penalties get divided between the State and the employees. As a result of this settlement, the State’s and your ability to seek penalties recoverable under the PAGA for the claims in the Action have been released. These releases are addressed in further detail below.

What are the terms of the Settlement?

Defendant agreed to pay One Hundred Thousand Dollars and Zero Cents (\$100,000.00) to settle the Action (the “Gross Settlement Amount”). The Gross Settlement Amount includes: (a) PAGA Counsel’s Fees, (b) PAGA Counsel’s Costs; (c) Administration Costs; and (d) PAGA Penalties. The Court has approved the following payments from the Gross Settlement Amount:

- PAGA Counsel’s Fees of \$ 30,000.00;
- PAGA Counsel’s Costs of \$ 12,590.55;
- Administration Costs of \$4,000.00; and
- PAGA Penalties of \$53,409.45.

As required by California Labor Code section 2699(i), the PAGA Penalties payment totaling \$53,409.45 has been divided between the State for the LWDA PAGA Payment and the Aggrieved Employees Individual PAGA Payments, with 65% (\$34,716.14) allocated to State for the LWDA PAGA Payment and 35% (\$18,693.31) allocated to the Individual PAGA Payments to be provided to the Aggrieved Employees. No portion of the Gross Settlement Amount will be returned to Defendant.

How much am I receiving for my Individual PAGA Payment and how was it calculated?

From the \$18,693.31 allocated to the Aggrieved Employees, the Administrator calculated each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties (est. \$18,693.31) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. Using this calculation, and based on Defendant's records:

Your Compensable Pay Periods are: <<PayPeriods>>

Based on your Pay Periods, your Individual PAGA Payment check is for: \$<<Est.PAGAPaymentAmt>>

Current employees will not be retaliated against for cashing their Individual PAGA Payment checks.

Checks will remain valid until the void date of 180 days after mailing. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator will transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

What claims are being released by the Settlement?

Plaintiff commenced this Action on August 05, 2024 by filing a Class Action Complaint alleging causes of action on behalf of all similarly situated non-exempt hourly employees against Defendant for: (1) Failure to Pay Minimum Wages for All Hours Worked; (2) Failure to Pay Wages and Overtime Under Labor Code § 510; (3) Meal Period Liability Under Labor Code § 226.7; (4) Rest-Break Liability Under Labor Code § 226.7; (5) Failure to Provide One Day's Rest from Seven Under Labor Code §§ 551 and 552; (6) Violation of Labor Code § 226(a); (7) Violation of Labor Code § 221; (8) Violation of Labor Code § 204; (9) Violation of Labor Code § 203; (10) Failure to Maintain Records Required Under Labor Code §§ 1174, 1174.5; (11) Failure to Produce Requested Employment Records Under Labor Code §§ 226, 1198.5; (12) Failure to Maintain Temperatures Under the Wage Order; (13) Failure to Reimburse Necessary Business Expenses Under Labor Code § 2802; and (14) Violation of Business & Professions Code § 17200 *et seq.* Simultaneously, Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice pursuant to Labor Code section 2699.3, subd.(a).

Plaintiff has dismissed the Class claims in light of arbitration agreements and the operative First Amended Complaint ("FAC") asserts claims for PAGA penalties based on the above and related alleged violations.

Upon the Effective Date of the Judgment as entered, and Defendant's full funding of the Gross Settlement Amount, Plaintiff and Aggrieved Employees (on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, as well as on behalf of the State of California), shall be deemed to have, and by operation of the Approval Order, fully, finally, forever, unconditionally, and irrevocably released, relinquished, and discharged each and all of the Released Parties from any and all claims for PAGA penalties that were alleged in the Action and PAGA Notice, or reasonably could have been alleged, based on the facts stated in the FAC and Plaintiff's PAGA Notice that occurred during the PAGA Period.

The "Released Parties" are defined as Defendant and each of its current and former parent companies, owners, subsidiaries, divisions, affiliated or related persons or entities, members, and managers, and all of their respective officers, directors, employees, partners, managing agents, shareholders, members, managers, attorneys, agents, executors, insurers, and assigns.

You are not releasing any individual claims. Your release is limited to the above-described claims for PAGA penalties.

If you have questions, you can call the Settlement Administrator at [REDACTED].

PLEASE DO NOT TELEPHONE THE COURT OR DEFENDANT'S MANAGERS OR SUPERVISORS
ABOUT THIS SETTLEMENT

EXHIBIT 5

CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Confidential Settlement Agreement and General Release ("Agreement") is made and entered into by and between Francisco Ramos ("Ramos") and Ascent Aerospace, LLC ("Ascent") (collectively referred to as "the Parties").

1. RECITALS

- A. Ramos was employed by Ascent Aerospace, LLC.
- B. Ramos's employment ended on August 24, 2023.
- C. Ramos filed a class and PAGA action complaint against ASCENT on August 05, 2024 in the Orange County Superior Court (Case No.: 30-2024-01416819-CU-OE-CXC) ("the PAGA Action Lawsuit").
- D. With the exception of the PAGA claim alleged in the PAGA Action Lawsuit, the Parties now mutually desire to settle all other claims and actions Ramos may have against ASCENT, including but not limited to those actions arising out of or relating to Ramos's employment with ASCENT and any claims that could have been asserted in any litigation, or via complaint to any agency, or otherwise.

In consideration of the terms, conditions, and promises contained in this Agreement, the Parties agree as follows:

2. SETTLEMENT PAYMENT AND RELEASE TERMS

1. **Settlement Payment.** As consideration for this Agreement, ASCENT agrees to make a payment of FIVE THOUSAND DOLLARS and NO CENTS (\$5,000.00) (the "Settlement Payment") to Ramos in one check made payable to Ramos.

Ramos agrees to provide a W-9. The Settlement Payment shall be made within twenty-one (21) calendar days of the Effective Date, which is defined as the date the last of the following conditions precedent have occurred: (a) ASCENT's counsel have received this Agreement executed by Plaintiff and the ADEA effective date has passed; (b) Ramos has provided executed Form W-9s to ASCENT's counsel; (c) Plaintiff has requested dismissal of his Class claims without prejudice and his individual claims released in this Agreement with prejudice in the presently pending Orange County Superior Court Case No: 30-2024-01416819-CU-OE-CXC (the "Action"); and (d) the Court enters an Order dismissing the class and individual non-PAGA claims from the Action. Plaintiff and Defendants will settle the remaining PAGA Claims in the Action in connection with a separate PAGA Action Settlement Agreement. Plaintiff will accordingly not request a separate payment from that PAGA Action Settlement save for whatever he is entitled to receive as his individual PAGA

payment. The Settlement Payment will be made payable to Ramos and will be sent to him through counsel at D.Law at 450 N. Brand Blvd., Ste. 840, Glendale, CA 91203.

The Settlement Payment of \$5,000.00 shall constitute a full and complete settlement of all possible claims Ramos asserted and/or could have asserted, whether meritorious or not. The Settlement Payment will be made subject to no withholdings or deductions which will be reported on forms 1099-MISC to be issued to Ramos at the end of the year.

Ramos acknowledges and agrees that ASCENT has made no representations to him regarding the tax consequences of the Settlement Payment made to him pursuant to the Agreement. Ramos agrees to pay federal and state taxes when due, if any, which are required by law to be paid with respect to the Settlement Payment. Ramos agrees that no further payment of money to Ramos will be due in the event that the Settlement Payment is found by a government taxing authority to be, or to result in, additional taxable income to Ramos. Ramos agrees to indemnify ASCENT from any and all manner of liability if any should be imposed on ASCENT regarding amounts taxable to Ramos.

If a lien is asserted on the Settlement Payment, Ramos agrees that he will be the only one with an obligation to resolve any asserted lien or request for attorney's fees as he sees fit. Ramos will indemnify and hold harmless ASCENT against any lien claim asserted against ASCENT arising from any lien on the amount paid under this Agreement.

2. Non-Admission of Liability. Ramos acknowledges that ASCENT denies any wrongdoing whatsoever in connection with Ramos. Ramos understands and agrees that nothing contained in this Agreement shall be construed or treated as an admission of any wrongdoing or liability by ASCENT.

3. Entire Compensation. Ramos agrees this is all the money or consideration he will receive from ASCENT, and Ramos agrees he will not seek any additional compensation for any claimed damages, costs, or attorney's fees in connection with, relating to, or arising out of his employment at ASCENT, with the exception of those in connection with the PAGA Lawsuit. Other than the Settlement Payment and Ramos's pro rata share of the PAGA settlement, Ramos acknowledges and agrees that as of the date of the execution of this Agreement, he is owed nothing more by ASCENT. Ramos acknowledges that the Settlement Payment is disputed in good faith and that he would not otherwise be entitled to the consideration set forth in this Agreement were it not for the covenants, promises, and releases set forth hereunder.

4. Complete General Release. In consideration of the promises set forth in this Agreement, Ramos, for himself and his heirs, representatives, attorneys, executors, administrators, successors, and assigns, forever fully release and discharge each other from any and all claims, causes of action, demands, liabilities, obligations, costs, (including, but not limited to, attorney's fees and expenses), damages, actions, and benefits of whatever character, in law or in equity, known or unknown, suspected or unsuspected, matured or unmatured, of any kind whatsoever, now existing or arising in the future, based on any act,

omission, event, occurrence, or nonoccurrence, or interaction of any kind arising out of Ramos's employment at ASCENT, with the exception of the PAGA claim alleged in the PAGA Action Lawsuit.

As part of this Agreement, and not by way of limitation, Ramos knowingly, voluntarily, irrevocably and unconditionally expressly releases and waives, and absolutely and forever discharges, any and all claims, causes of action, demands, and/or liabilities which Ramos has or claims to have, now or after, against ASCENT (including its past, present and future corporate parents, subsidiaries, affiliates, related entities, successors and assigns, and all of ASCENT's current and former directors, officers, employees, partners, agents, representatives, insurers, reinsurers, and attorneys and all persons acting under, by, through, or in concert with any of them), relating to or arising out of any federal, state, or local constitution, statute, ordinance, regulation, or common law including, but not limited to, any released claims asserted in any submission to any state or federal agency or other governmental or regulatory body of any kind, or otherwise arising under or relating to Title VII of the Civil Rights Act of 1964; the Equal Pay Act; the Fair Labor Standards Act; the Americans With Disabilities Act; the Consolidated Omnibus Budget Reconciliation Act; the Age Discrimination in Employment Act; the Family and Medical Leave Act; the Employee Retirement Income Security Act; the California Fair Employment and Housing Act; Labor Code Private Attorneys General Act of 2004; all provisions of the California Labor Code; all provisions of the California Government Code; all provisions of the California Business and Professions Code including, but not limited to Sections 17200 et seq.; the Orders of the California Industrial Welfare Commission regulating wages, hours, and working conditions; any other foreign, federal, state or local laws, regulations or rules, common law or case law prohibiting employment discrimination or otherwise regulating employment; any claim of discrimination, failure to prevent discrimination, retaliation, failure to prevent retaliation, harassment, failure to prevent harassment, assault, battery, misrepresentation, fraud, deceit, invasion of privacy, breach of contract, breach of quasi-contract, breach of implied contract, accounting, wrongful or constructive discharge, breach of the covenant of good faith and fair dealing, libel, defamation, slander, negligent or intentional infliction of emotional distress, violation of public policy, negligent supervision, negligent retention, negligence, or interference with business opportunity or with contract; and any claim or claims for vacation pay, sick pay, severance pay, unpaid wages, overtime wages, meal and or rest period violations, civil penalties, expenses, rights under any long-term incentive plan, any bonus or similar payment, sick leave, holiday pay, pension, retirement, retirement bonus, retirement plans, insurance including, without limitation, health, medical, life, or disability insurance, reimbursement of health or medical costs.

Ramos expressly does not release any claims for relief arising from or relating to his PAGA claim against ASCENT as set forth in the PAGA Action Lawsuit pending in the Orange County Superior Court. It is agreed that notwithstanding the carve-out as indicated within this paragraph, this release is to be broadly construed as a release of all claims, provided that, notwithstanding the foregoing, this paragraph expressly does not include a release of any claims that cannot be released, including a worker's compensation claim.

This release is not intended to operate as, nor shall be construed as, a release or waiver of any rights and/or claims that cannot be related or waived as a matter of law.

5. Waiver of ADEA Claims and Right to Revoke Waiver. Without limiting the scope of this Agreement, Ramos agrees that this Agreement constitutes a knowing and voluntary waiver of any and all rights or claims that exist or that Ramos may claim to have under the Age Discrimination in Employment Act (“ADEA”), as amended by the Older Workers’ Benefit Protection Act of 1990 (29 U.S.C. §§ 621, *et seq.*). Ramos acknowledges all of the following:

- (a) The consideration provided pursuant to this Agreement is in addition to any consideration that he would otherwise be entitled to receive;
- (b) Ramos has been and is advised in writing to consult with an attorney prior to signing this Agreement;
- (c) Ramos has been provided a full and ample opportunity to study this Agreement, including a period of at least 21 calendar days within which to consider it;
- (d) To the extent that Ramos takes less than 21 calendar days to consider this Agreement prior to signing it, Ramos acknowledges that he had sufficient time to consider this Agreement with legal counsel and that she expressly, voluntarily and knowingly waives any additional time;
- (e) Ramos agrees that any changes made to the Agreement during the 21-day period (whether material or immaterial) do not restart the running of the 21-day period; and
- (f) Ramos is aware of his right to revoke this waiver of claims under the ADEA any time within the seven (7) calendar-day period following the date Ramos signs the Agreement and that the waiver of claims under the ADEA shall not become effective or enforceable until the seven (7) calendar-day revocation period expires (“ADEA Effective Date”).

Ramos agrees that this ADEA waiver becoming effective and enforceable is an express and absolute condition of this Agreement, is bargained for consideration for this Agreement and is not a mere recital. If Ramos revokes this ADEA waiver, this Agreement shall be considered void. Ramos understands and agrees that this Agreement shall terminate upon the revocation of the ADEA waiver.

6. General Release of Unknown Claims. Ramos expressly acknowledges that the release he gives in this Agreement is intended to include in its effect, without limitation, claims that Ramos did not know or suspect to exist at the time of execution, regardless of

whether the knowledge of such claims, or the facts upon which they might be based, would materially have affected the settlement of this matter, and that the consideration given under this Agreement is also for the release of those claims and contemplates the extinguishment of any such unknown claims. In furtherance of this settlement, Ramos waives any rights he may have under California Civil Code section 1542 (and other similar statutes and regulations). Section 1542 states:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

7. **Covenant Not to Sue.** Save for the PAGA Action Lawsuit, Ramos represents that he will not make any claim or filing against ASCENT at any time based upon any events or omissions occurring prior to the date of execution of this Agreement. In the event that any agency or court assumes jurisdiction of any lawsuit, action, charge or complaint, or purports to bring any legal proceedings against ASCENT on Ramos's behalf, he promptly shall request that the agency or court withdraw from or dismiss the lawsuit, action, charge, or complaint with prejudice. If Ramos breaches the covenant contained in this paragraph, then he shall indemnify ASCENT for all damages and expenses, including legal fees, incurred in defending, participating in, or investigating any matter or proceeding covered by this paragraph.

8. **Residual Benefits Release.** Ramos agrees that any benefits not expressly covered by this Agreement are waived. To the extent permitted by law, Ramos agrees to release any and all claims and possible claims relating to any benefits not otherwise covered by this Agreement.

9. **Successors.** This Agreement shall be binding upon the Parties, and their heirs, representatives, executors, administrators, successors, insurers, reinsurers and assigns, and shall inure to the benefit of the Parties and to their heirs, representatives, executors, administrators, successors, and assignees.

10. **Confidentiality and Non-Disparagement.**

10.1 **Confidentiality.** Ramos agrees that the terms and provisions of this Agreement were made and entered into in strict confidence and must remain confidential. Ramos promises that he shall not disclose, or offer to disclose, and have not disclosed any of the terms or provisions of this Agreement or the negotiations leading to this Agreement to any person or entity. The sole exceptions to the obligations under this Paragraph are (a) a disclosure required by law (such as to a governmental and/or regulatory agency or tribunal as required), (b) to enforce any obligations under this Agreement, or (c) a disclosure to Ramos's spouse, attorneys and/or financial advisors, who will be advised of the confidential nature of this Agreement and must agree to be bound by its terms. Ramos further agrees to

promptly notify counsel for ASCENT in advance of any demand or compulsion by law to disclose the terms, conditions or contents of this Agreement, its existence, and further agrees to cooperate fully with ASCENT if ASCENT decides to challenge the demand or legal compulsion requiring Ramos to disclose the terms, conditions, existence or contents of the Agreement and shall not make any disclosure until ASCENT has had the opportunity to challenge the demand or legal compulsion unless required by law. **Ramos agrees that this confidentiality provision is an express and absolute condition of this Agreement, is bargained for consideration for this Agreement and is not a mere recital, and that any violation of the terms and conditions of this confidentiality provision shall constitute a material breach of this Agreement.**

10.2 Non-disparagement. Ramos agrees, subject to any obligations he may have under applicable law, he will not make or cause to be made any statements or take any actions that disparage or in any way damage the reputation of ASCENT, or any of its past or current affiliates, subsidiaries, agents, officers, directors or employees. In the event such a communication is made to anyone, including but not limited to the social media, media, public interest groups and publishing companies, it will be considered a material breach of the terms of this Agreement. Nothing in this agreement prevents Ramos from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that Ramos has reason to believe is unlawful.

11. Admissibility of Agreement. The Parties agree that this Agreement is binding and admissible for the purposes of proving up and or enforcing the terms of the Parties' Agreement, pursuant to California Evidence Code section 1123 and California Civil Code section 664.6.

12. Enforcement of Agreement. Should Ramos or ASCENT sue to enforce this Agreement, the prevailing party shall be entitled to recover costs and expenses, including reasonable attorney's fees, incurred in the action. Ramos and ASCENT consent to the personal jurisdiction of the courts of California in any proceeding to enforce this Agreement, including, and agree not to interpose any objection or defense based on lack of personal jurisdiction or improper venue in any such proceeding.

13. No Attorney's Fees and Costs. The Parties agree that they shall bear their own respective costs and fees, including but not limited to attorney's fees incurred in connection with the execution of this Agreement.

14. Agreement is Voluntary. The Parties understand and agree that they:

- (a) Have had a sufficient and reasonable amount of time, within which to consider the terms memorialized in this Agreement before agreeing to them.
- (b) Have carefully read and fully understand all of the provisions of this Agreement.

- (c) Knowingly and voluntarily agree to all of the terms set forth in this Agreement.
- (d) Knowingly and voluntarily intend to be legally bound by the same.
- (e) Had the opportunity to consult with and be represented by an attorney prior to agreeing to the terms of this Agreement.

15. No Representations. The Parties acknowledge that, except as expressly set forth in this Agreement, no representation of any kind or character has been made to induce the execution of this Agreement. The Parties understand and agree that this Agreement is intended to be and will be binding even if the actual facts turn out to be different from those facts they believed or understood to exist when this Agreement was signed.

16. Representations and Warranties. Ramos warrants and represents that he is not a party to, has not assigned or subordinated, and is not aware of and has not filed any pending or potential action, claim, complaint, allegation or charge on his behalf against ASCENT, jointly or severally. Ramos further represents and warrants that: (i) He is the sole owner of all claims and the causes or potential causes of action which he is releasing in this Agreement; (ii) He understands and agrees that this Agreement is intended to be and will be binding even if the actual facts turn out to be different from those facts he believed or understood to exist when this Agreement was signed; (ii) In the event that he or any person acting on his behalf, takes any action contrary to or in violation of the stated warranties and representations, then he will fully defend and indemnify ASCENT who incurs fees, costs and/or damage as a result of such action(s).

17. Continuing Jurisdiction of the Court. All disputes regarding the interpretation and/or enforcement of this Agreement shall be governed by the laws of the State of California. The Parties further agree that the Superior Court of California, Orange County will retain jurisdiction (to the extent permitted) over the Parties to enforce and/or interpret this Agreement. The prevailing party as to any dispute related to the interpretation and/or enforcement of this Agreement shall recover costs and reasonable attorney's fees incurred as a result of the dispute.

18. Event of Breach. The Parties mutually agree to indemnify and hold harmless the other against any loss or liability whatsoever, including reasonable attorney's fees and costs caused by: (a) any breach of this Agreement by either Party or their successors in interest; and (b) any action or proceeding brought by either Party or their successors in interest, if such action or proceeding is based upon or related to any of the claims released in this Agreement.

19. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California applicable to contracts made and to be performed entirely within such State, regardless of where executed.

20. Consultation with Counsel. The Parties each acknowledge that they have had the opportunity to consult with legal counsel of their choice prior to the execution and delivery of this Agreement.

21. Construing Provisions. The language of all parts in this Agreement shall be construed as a whole, according to its fair meaning, and not strictly for or against either party. Should any provision in this Agreement be declared or determined to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected, and the illegal or invalid part, term, or provision shall be deemed not to be part of this Agreement, and all remaining provisions shall remain valid and enforceable. Ramos further agrees that in the event any provision of this Agreement is held to be illegal or unenforceable, Ramos will fully cooperate with ASCENT to effectuate its purpose to conform the provision(s) to law.

22. No Modification or Waiver. No modification or waiver of the terms of this Agreement shall be effective unless it appears in a writing signed by all Parties to this Agreement.

23. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California applicable to contracts made and to be performed entirely within such State, regardless of where executed. The Parties stipulate that the Court shall retain jurisdiction to enforce the terms of the Agreement pursuant to CCP 664.6.

24. Entire Agreement. This Agreement sets forth the entire agreement between the Parties and fully supersede any and all prior agreements and understandings between the Parties pertaining to the subject matter of this Agreement. The Parties agree that no change to or modification of this Agreement shall be valid or binding unless it is in writing and signed by Ramos and a duly authorized officer of ASCENT.

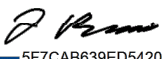
25. Jointly Drafted. This Agreement is deemed to have been drafted jointly by the Parties. Any uncertainty or ambiguity shall not be construed for or against any Party, since all Parties have participated in the negotiations and drafting of this Agreement.

26. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original with the same force and effect as if executed in one complete document. Furthermore, a signed facsimile, photocopy, or electronically signed version of this Agreement shall be deemed to be an original with the same force and effect as this original Agreement.

THE UNDERSIGNED STATE THAT THEY HAVE CAREFULLY READ THE AGREEMENT, HAVE HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL CONCERNING THIS AGREEMENT, AND KNOW AND UNDERSTAND ITS CONTENTS.

IN WITNESS WHEREOF, the Parties have executed this Confidential Settlement Agreement and General Release on the dates indicated below.

Date: 8/13/2025

DocuSigned by:

5F7CAB639ED5420

Francisco Ramos

Date: 8/19/2025


Ascent Aerospace, LLC.
By: NICK McGRATH, CFO
Title: _____

EXHIBIT 6

D.LAW, INC.
Emil Davtyan (SBN 299363)
~~Emil@d.law~~
Alvin B. Lindsay (SBN 220236)
~~a.lindsay@d.law~~
450 N Brand Blvd., Suite 840
Glendale, CA 91203
Telephone: (818) 962-6465
Facsimile: (818) 962-6469

~~Attorneys for Plaintiff Francisco Ramos Jr.
on behalf of himself and all others similarly situated~~

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

FRANCISCO RAMOS JR., an individual, on
behalf of himself and others similarly
situated,

Plaintiff,

v.

ASCENT AEROSPACE, LLC, a Delaware
limited liability company; and DOES 1
through 50, inclusive,

Defendant.

~~Case No. 30-2024-01416819-CU-OE-CXC~~

REPRESENTATIVE ACTION

~~Case No. 30-2024-01416819-CU-OE-CXC~~

Assigned for All Purposes To:
Hon. Layne Melzer
Dept.: CX102

**AMENDED [PROPOSED] ORDER
GRANTING UNOPPOSED MOTION
FOR APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT
SETTLEMENT AGREEMENT; FINAL
JUDGMENT**

~~[filed concurrently with Plaintiff's Notice of
Motion and Motion; Memorandum of Points and
Authorities; and Declarations of Alvin B.
Lindsay and Michael Sutherland]~~

Date: ~~October 8~~ November 12 ~~June 11~~,
2026

Time: 2:00 p.m.

Reservation: 74763856

Complaint Filed: August 5, 2024

First Amended Complaint: October 09, 2024

Trial Date: none

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1 **ORDER AND JUDGMENT**

2 On ~~October 8~~November 12~~June 11~~, 2026, at 2:00 p.m. in Department CX-102, Plaintiff
3 Francisco Ramos Jr's ("Plaintiff") unopposed Motion for Approval of ~~the~~ Private Attorneys
4 General Act ("PAGA") Settlement ~~Agreement~~ (~~"Settlement Agreement"~~) under California Labor
5 Code § 2698 *et seq.* came before the Court for hearing. Plaintiff appeared via counsel ("PAGA
6 Counsel") and counsel also appeared for Defendant ASCENT AEROSPACE, LLC ("Defendant").
7 There were no other appearances and no objections to the Motion. Having considered the Motion,
8 the parties' Amended PAGA Settlement Agreement and Release ("Settlement Agreement"), all
9 supporting documents, and the arguments of counsel, and GOOD CAUSE having been shown,
10 Plaintiff's Motion is GRANTED.

11 **NOW THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED:**

12 1. This Order incorporates the Settlement Agreement, attached at ~~Exhibit 1~~ to the
13 Supplemental Declaration of Alvin Lindsay, and attached hereto at Exhibit 1, entered into between
14 Plaintiff, on behalf of himself and the State of California, on the one hand, and Defendant on the
15 other hand. Unless otherwise provided herein, all capitalized terms used herein shall have the same
16 meaning as defined in the Settlement Agreement. The Court has jurisdiction over the subject matter
17 of this lawsuit and all matters relating thereto, and over all parties to the Action.

18 2. There are approximately ~~16359~~ Aggrieved Employees, defined as "all individuals
19 who worked for Defendant as hourly non-exempt employees in California at any time during the
20 PAGA Period."

21 3. The PAGA ~~Covered~~ Period is defined as the period from August 5, 2023 through
22 May 31, 2025.

23 4. The Court has considered the nature of the claims, the amount paid in settlement,
24 which is **\$100,000.00** ("Gross Settlement Amount"), the allocation of settlement proceeds among
25 the Aggrieved Employees, and the fact that a settlement represents a compromise of the Parties'
26 respective positions rather than the result of a finding of liability at trial. The Court hereby finds the
27 Settlement Agreement is fair to those affected and is not unjust, arbitrary and oppressive, or
28 confiscatory, has been reached as a result of serious and non-collusive, arm's-length negotiations.

1 The Court therefore approves the sSettlement as set forth in the Settlement Agreement and directs
2 the Parties to effectuate the sSettlement according to the terms outlined in the Settlement
3 Agreement.

4 5. The Court hereby finds that Plaintiff's notice of the proposed sSettlement submitted
5 to the Labor and Workforce Development Agency fully and adequately complied with the notice
6 requirements of California Labor Code § 2699.

7 6. Upon the Effective Date, and Defendant's full funding of the Gross Settlement
8 Amount, Plaintiff and the Aggrieved Employees shall be bound by the releases set forth in the
9 Settlement Agreement as follows: ~~Effective on the date when Defendant fully funds the entire Gross~~
10 ~~Settlement Amount, the Aggrieved Employees are deemed to release, on behalf of themselves and~~
11 ~~their respective former and present representatives, agents, attorneys, heirs, administrators,~~
12 ~~successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged,~~
13 ~~or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative~~
14 ~~Complaint, and the PAGA Notice, for claims for Defendant' alleged failure to pay minimum,~~
15 ~~earned, and overtime wages, provide compliant meal and rest periods and associated premium~~
16 ~~payments, timely pay wages during employment and upon termination, provide complaint wage~~
17 ~~statements, keep requisite payroll records, and reimburse necessary business-related expenses in~~
18 ~~violation of California Labor Code §§ 201, 202, 203, 204, 206.5, 210, 226, 226.3, 226.7, 246-248,~~
19 ~~256, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2810.5, and the~~
20 ~~applicable Industrial Welfare Commission (IWC) Wage Order.~~ As of the Effective Date and
21 Defendant's successful transfer of the full GSA to the Administrator, all Aggrieved Employees, the
22 State of California, the LWDA, and Plaintiff, in consideration of the PAGA Payment, shall be
23 bound by this Agreement and shall have recourse exclusively to the benefits, rights, and remedies
24 provided hereunder. Plaintiff and Aggrieved Employees (on behalf of themselves and their
25 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
26 and assigns, as well as on behalf of the State of California), shall be deemed to have, and by
27 operation of the Approval Order, fully, finally, forever, unconditionally, and irrevocably released,
28 relinquished, and discharged each and all of the Released Parties from any and all claims for PAGA

1 penalties that were alleged in the Action and PAGA Notice, or reasonably could have been alleged,
2 based on the facts stated in the FAC and Plaintiff's PAGA Notice that occurred during the PAGA
3 Period, including Labor Code sections 201, 202, 203, 204, 218, 218.5, 218.6, 221, 226, 226.4,
4 226.7, 246, 248.1, 248.2, 248.5, 510, 511, 512, 551, 552, 558, 558.1, 1174, 1174.5, 1182.12, 1185,
5 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2810.5, 2698, 2699, 2699.3, 2699.5, 2802,
6 and the applicable Wage Orders ("Released Claims").

7 7. Neither the Settlement Agreement nor any of the terms set forth in the Settlement
8 Agreement are admissions by Defendant, or any of the other Released Parties, of liability on any of
9 the allegations alleged in the Action, nor is this Order a finding of the validity of any claims in the
10 Action, or of any wrongdoing by Defendant, or any of the other Released Parties.

11 8. Pursuant to the terms of the Settlement Agreement, the Court approves D.Law, Inc.
12 as PAGA Counsel for settlement purposes.

13 9. Pursuant to the terms of the Settlement Agreement, the Court awards Attorneys'
14 Fees to PAGA Counsel in the total amount of **\$305,000.00**, to be paid out of the Gross Settlement
15 Amount, as final payment for and satisfaction of any and all attorney's fees arising out of the Action.

16 10. Pursuant to the terms of the Settlement Agreement, the Court awards Attorneys'
17 Costs to PAGA Counsel in the amount of **\$12,59610.5500**, to be paid out of the Gross Settlement
18 Amount, as final payment for and complete satisfaction of any and all attorneys' costs arising out
19 of the Action.

20 11. The Court appoints Apex Class Action Administrator ("Apex") to serve as the
21 Settlement Administrator. Furthermore, pursuant to the terms of the Settlement, the Court awards
22 administration related payments in the amount of **\$4,000.00** as compensation for its fees and costs
23 in administering this Settlement. This amount is to be paid out of the Gross Settlement Amount.

24 12. The Court hereby approves the ~~n~~Notice of PAGA Settlement Agreement and
25 Release ~~of Claims~~ attached hereto at **Exhibit 246425** to ~~Supplemental Lindsay Declaration of Alvin~~
26 Lindsay for mailing with the disbursement settlement payments by Apex.

27 13. Pursuant to the terms of the Settlement Agreement, the Net Settlement Amount of
28 approximately **\$48,409.45** ~~390.00~~ **53,409.45** shall be allocated as follows: 65%

1 (\$~~341,466~~716~~53.1450~~) will be paid to the LWDA and the remaining 35%
2 (\$~~16,943~~36.318,693.3150) will be paid to the aAllegedly Aggrieved Employees pursuant to the
3 method set forth in the Settlement Agreement for calculating Individual PAGA Payments.

4 14. Defendant will not be required to pay any additional amounts in connection with the
5 Settlement other than those amounts specifically set forth in the Settlement Agreement and this
6 Order.

7 15. The Court reserves exclusive and continuing jurisdiction over the lawsuit, the PAGA
8 Representative, the PAGA Members, and Defendant for ~~the~~ purposes of supervising the
9 implementation, enforcement, construction, administration, and interpretation of the Settlement
10 Agreement and this Judgment pursuant to Code of Civil Procedure section 664.6.

11 16. The Court hereby enters judgment of the entire Action, with prejudice, for the
12 reasons set forth above and upon the terms set forth in the Settlement Agreement.

13 17. This Judgment is intended to be a final disposition of the above-captioned action in
14 its entirety and is intended to be immediately appealable. Subject to the Court's continuing
15 jurisdiction as set forth above, the Court directs the Clerk of the Court to enter Judgment.

16 18. The Court ~~orders~~ further orders~~schedules~~ a Settlement Compliance Hearing to be
17 held on August 10_____, 2027~~6~~ at _____ a.m / p.m. with supporting papers to
18 be filed by July 19, 2027.

19 **IT IS SO ORDERED.**

20 DATED: _____, 2026

Hon. Layne Melzer
Judge of the Superior Court

EXHIBIT 7

Subject: Thank you for your Other Response or Document Submission

Date: Monday, September 28, 2026 at 6:44:51 PM Pacific Daylight Time

From: DIR PAGA Unit <no-reply@formassembly.com>

To: Sasha Zambrano <s.zambrano@d.law>

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09/28/2026 06:44:18 PM

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

Item submitted: Other Response or Document Submission

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm



State of California

Labor and Workforce Development Agency /
Department of Industrial Relations

Private Attorneys General Act (PAGA) - Filing

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Please enter only the numbers after "LWDA-CM-" in the following format, "XXXXXXXX-XX".

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Your Information (Person Who is Filing)

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David

Your Last Name *

Yeremian

Your Email Address *

s.zambrano@d.law

Your Street Name, Number and Suite/Apt *

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Your Mobile Phone Number

818-962-6465

Your City *

Pasadena

Your Work Phone Number

818-962-6465

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EXHIBIT 8