SECOND AMENDED PAGA SETTLEMENT AGREEMENT

This Second Amended PAGA Settlement Agreement and Release ("Agreement") is made by and between plaintiff Petra Ruiz ("Plaintiff") and defendant Alloy Die Casting Co. ("Defendant"). The Agreement refers to Plaintiff and Defendant collectively as "Parties," or individually as "Party."

1. **DEFINITIONS**.

1.1. "Action" means the Plaintiff's PAGA lawsuit alleging wage and hour violations against Defendant captioned *Petra Ruiz v. Alloy Die Casting Co., et al*., (Case No. 30-2024-01425826-CU-OE-CXC), initiated on September 16, 2024, and pending in Superior Court of the State of California, County of Orange.

1.2. "Administrator" means ILYM Group, Inc., the third-party class action settlement administrator agreed to by the Parties and approved by the Court for the purposes of administering this Settlement.

1.3. "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees, costs and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with approval of this Settlement.

1.4. "Aggrieved Employee" means a person employed by Defendant as a non-exempt employee in California during the PAGA Period.

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

1.6. "Aggrieved Employee Address Search" means the Administrator's investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.

1.7. "Approval Order" means the Court Order Granting Approval of PAGA Settlement.

1.8. "Court" means the Superior Court of California, County of Orange.

1.9. "Defense Counsel" means Brian J. Wagner and Gillian O'Hara of Kutak Rock LLP.

1.10. "Effective Date" the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the Judgment is final. The Judgment is final as of the day the Court enters Judgment.

Notwithstanding Section 9.1 below, should any Party file an appeal of the Judgment, the Effective Date shall be stayed until the appellate court issues an order affirming the Judgment.

1.11. "Gross Settlement Amount" means $167,420.00 which is the total gross amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, Enhancement Award for Plaintiff, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator's Expenses Payment.

1.12. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.

1.13. "Enhancement Award for Plaintiff" means the Enhancement Award payment to Plaintiff in the amount of $5,000.00 for her services as the named representative in this action on behalf of the Aggrieved Employees.

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

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

1.16. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.17. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: the Enhancement Award for Plaintiff, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement Amount will be used to pay the PAGA Penalties.

1.18. "PAGA Counsel" means Samuel Wong, Kashif, Haque, Jessica L. Campbell, and Alexander G.L. Davies of Aegis Law Firm, PC, the attorneys representing the Plaintiff in the Action.

1.19. "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees, costs and expenses, respectively, incurred to prosecute the Action.

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

1.21. "PAGA Period" means the period from September 16, 2023 to September 6, 2025.

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

1.23. "PAGA Notice" means Plaintiff's September 16, 2024 letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.24. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Net Settlement Amount, allocated 35% to the Aggrieved Employees and the 65% to LWDA in settlement of PAGA claims. The Net Settlement Amount is the amount of PAGA Penalties to be paid.

1.25. "Plaintiff" means Petra Ruiz, the named plaintiff in the Action.

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

1.27. "Released Parties" means: Defendant and each of its former and present directors, officers, shareholders, owners, predecessors, and successors.

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

1.29. "Defendant" means Alloy Die Casting Co., the named defendant in the Action.

2. RECITALS.

2.1. On September 16, 2024, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendant for wage and hour violations. On November 22, 2024, Plaintiff filed a First Amended Complaint adding a cause of action against Defendant for PAGA violations. The First Amended Complaint is the operative complaint in the Action (the "Operative Complaint."). Defendant moved to compel the Action to arbitration, which was granted, and the class wage and hour claims were dismissed. Defendant denies the allegations in the Operative Complaint, denies all claims within the Action, denies any failure to comply with the laws identified in in the Operative Complaint, and denies any and all liability for the causes of action alleged.

2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice. Nothing herein waives nor impacts any argument or defense by Defendant that Plaintiffs' PAGA Notice was deficient in any respect, including as to timeliness.

2.3. On August 21, 2025, the Court granted Defendant's Motion to Compel Arbitration, leaving the non-arbitrable representative PAGA claims.

2.4. On September 6, 2025, the Parties participated in an all-day mediation presided over by Eve Wagner, Esq. which led to this Agreement to settle the Action.

2.5. Prior to mediation Plaintiff obtained, through informal discovery, pertinent policies, time records, pay records, and other documents for Plaintiff and the Aggrieved Employees.

2.6. The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Defendant promises to pay $167,420.00 and no more as the Gross Settlement Amount, except for the possible triggering of the pro rata escalator clause, as provided in Paragraph 8 of this Agreement. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third of the Gross Settlement Amount which is currently estimated to be $55,806.67 and PAGA Counsel Litigation Expenses Payment of not more than $25,000.00 to be paid from the Gross Settlement Amount. Defendants will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. In the event the Court reduces or does not approve the requested PAGA Counsel Fees Payment and/or PAGA Counsel Litigation Expenses Payment, PAGA Counsel will not request or demand an increase to the Gross Settlement Amount on that basis. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2. To Plaintiff: An Enhancement Award payment for Plaintiff in the amount of $5,000.00 (in addition to any Individual PAGA Payment the Named Representative

is entitled to receive as an Aggrieved Employee) to be paid from the Gross Settlement Amount. Defendant will not oppose Plaintiff's request for an Enhancement Award payment that does not exceed this amount. As part of the motion for PAGA Counsel's Fees Payment and Litigation Expenses Payment, Plaintiff will seek Court approval for any representative Enhancement Award no later than 16 court days prior to the Final Approval Hearing. If the Court approves an Enhancement Award payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Enhancement Award payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Enhancement Award payment.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed $3,200.00 except for a showing of good cause and as approved by the Court to be paid from the Gross Settlement Amount. To the extent the Administration Expenses are less or the Court approves payment less than $3,200.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To the LWDA and Aggrieved Employees: Following the deductions of any Court approved amounts sought in sections 3.2.1 – 3.2.3, the remaining Net Settlement Amount shall be designated as PAGA Penalties, with 65% allocated to the LWDA PAGA Payment and 35% allocated to the Individual PAGA Payments.

3.2.4.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.4.2. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are 96 Aggrieved Employees who worked a total 7,610 of PAGA Pay Periods.

4.2. Aggrieved Employee Data. Within 15 days of the Approval Order, Defendants will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendants has a continuing duty to immediately notify PAGA Counsel if it discovers

that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Aggrieved Employee Data to the Administrator, the Parties will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 30 days after Court approval.

4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendants funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Enhancement Award for Plaintiff, the Administration Expenses Payment, the PAGA Counsel Expenses Payment, and the PAGA Counsel Fees Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment and PAGA Counsel Fees Payment shall not precede disbursement of Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are retuned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

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

5. RELEASES OF CLAIMS. Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiff, on behalf of herself, the State of California, and all Aggrieved Employees, and PAGA Counsel will release claims against all Released Parties as follows:

5.1 Plaintiff's Release. Plaintiff and his or her respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the PAGA Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint or Action and the PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.1.1 Plaintiff's Separate Individual Settlement Agreement and Waiver of Rights Under California Civil Code Section 1542:
Separate from Plaintiff's agreement to release all PAGA wage and hour claims alleged in the Action, Plaintiff agrees to also enter into a confidential standalone agreement to release her individually alleged claims against Defendant, including non-wage and hour claims and all other claims arising out of her employment ("Plaintiff's Individual Settlement Agreement"). Plaintiff's Individual Settlement Agreement includes a general release of all known and unknown claims of any type whatsoever Plaintiff may have against Defendant, including a waiver of Section 1542, but excluding her PAGA action wage and hour claims, which she is releasing in this Agreement. Payment of the amount agreed to in Plaintiff's Individual Settlement Agreement shall be set forth in the terms of Plaintiff's Individual Settlement Agreement.

5.2 Release by Aggrieved Employees:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties arising during the PAGA Period that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.

Plaintiff will prepare and file an application or motion for approval of this Settlement. This Agreement supersedes and replaces the memorandum of understanding ("MOU") previously signed by the Parties and effective November 6, 2025.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings, if any, and providing reports state and federal tax authorities.

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

7.4 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES and ESCALATOR CLAUSE
Based on its records, Defendant estimates that there are 96 Aggrieved Employees who worked 7,610 Pay Periods during the PAGA Period. If the number of PAGA Pay Periods exceeds 7,610 by more than 10%, the GSA will increase pro rata per additional PAGA pay period.

9. CONTINUING JURISDICTION OF THE COURT. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law pursuant to California Code of Civil Procedure section 664.6.

9.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10. ADDITIONAL PROVISIONS.

10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Action or 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 Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

10.2 Integrated Agreement. Upon execution by all Parties, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

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

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

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

10.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything

in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

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

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

10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

10.11 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

10.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute or California Rules of Court rule. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiffs shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendant.

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

10.14 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

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

To Plaintiff:

AEGIS LAW FIRM, PC
Kashif Haque
Samuel A. Wong
Jessica L. Campbell
Alexander G.L. Davies
9811 Irvine Center Drive, Suite 100
Irvine, California 92618
Telephone: (949) 379-6250
Facsimile: (949) 379-6251

To Defendants:

KUTAK ROCK LLP
Brian J. Wagner
Gillian G. O'Hara
5 Park Plaza, Suite 1500
Irvine, CA 92614-8595
Telephone: (949) 417-0999
Facsimile: (949) 417-5394

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

10.17 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

10.18 Dismissal of Lawsuit. Unless otherwise Ordered by the Court, within 10 calendar days after the Final Accounting Hearing, Plaintiff will dismiss the Lawsuit, with prejudice.

Agreed to by the Parties:

PLAINTIFF

Dated: Nov 17, 2026

By: _____ (Nov 17, 2026 16:25:07 PST)
Petra Ruiz

DEFENDANT

Dated: _____

By: _____
Alloy Die Casting Co.

Agreed to by the Parties:

PLAINTIFF

Dated: _____ By: _____
Petra Ruiz

DEFENDANT

Dated: 11/17/2026 By: _____ Patty Lin, CFO
Alloy Die Casting Co.

EXHIBIT A

<<DATE>>

<<FIRST_NAME>> <<LAST_NAME>>
<<ADDRESS 1>>
<<ADDRESS 2>>

Re: Payment From *Ruiz v. Alloy Die Casting Co., et al*

Dear <<FIRST_NAME>> <<LAST_NAME>>:

Enclosed you will find a check made payable to you. This is your payment from the settlement of the lawsuit entitled *Petra Ruiz v. Alloy Die Casting Co., et al.*, Orange County Superior Court Case No. 30-2024-01425826-CU-OE-CXC.

That case was filed against Alloy Die Casting Co. ("Defendant") pursuant to the California Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et seq.* (called "PAGA"). The claim was brought on behalf of the State of California and all similarly situated persons employed by Defendant as a non-exempt employee in California during the PAGA Period (the "Aggrieved Employees"). The PAGA Period here is defined as the period from September 16, 2023 to September 6, 2025 (the "PAGA Period"). You have been identified as one of the Aggrieved Employees on whose behalf the case was brought.

The plaintiffs in the case claimed that Defendant owed penalties under PAGA for certain California Labor Code violations, including for (1) failing to timely pay earned wages at the correct rate (including minimum wages, sick pay, vacation pay, and overtime wages) owed during employment and upon separation of employment. (2) failing to provide meal periods or pay premiums in lieu thereof; (3) failing to permit rest breaks, or pay premiums in lieu thereof; (4) failing to provide accurate itemized wage statements; (5) failing to maintain accurate and complete records, showing, among other things, the hours worked daily and wages paid; and (6) failing to reimburse necessary business expenses. Defendant denies that it did anything wrong or that it owes any penalties. The parties agreed to resolve the case for a Gross Settlement Amount ("GSA") of $167,420.00, and as part of that settlement, Defendant agreed to pay a certain amount of money categorized as PAGA Penalties.

On October 29, 2026, the Orange County Superior Court issued its Order Granting Approval of the Parties representative PAGA Settlement Agreement (the "Settlement") and entered Judgment.

<u>The Financial terms of the Court-Approved Settlement are as follows:</u>

The Administrator will make and deduct the following payments from the GSA, in the amounts specified by the Court at the Final Approval hearing:

- To PAGA Counsel: PAGA Counsel Fees Payment of $55,806.67 (one-third of the GSA) and PAGA Counsel Litigation Expenses Payment of $19,496.45 (representing PAG Counsel's actual incurred litigation expenses);
- To Plaintiff: An Enhancement Award payment for Plaintiff in the amount of $5,000.00;
- To the Administrator: Administrator Expenses Payment not to exceed $3,200.00

Following these Court approved deductions, the remaining Net Settlement Amount ("NSA") of $83,916.88 has been designated towards the settlement of PAGA Penalties. In accordance with AB 2288, for representative PAGA claims based on post-June 19, 2024 PAGA Notices, 65% of recovered penalties go to the State of California and 35% go to the Aggrieved Employees.

The Court has appointed a neutral company, ILYM Group, Inc. (the "Administrator") to send this Notice, and calculate and make payments as Ordered by the Court. The Administrator will also mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained at the bottom of this Notice.

As part of the settlement, you are releasing Defendant Alloy Die Casting Co., and each of its former and present directors, officers, shareholders, owners, predecessors, and successors (the "Released Parties") all claims for PAGA penalties arising during the PAGA Period that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice (the "Released Claims").

This Settlement does not release any individual claims you may have.

Under the PAGA statute, the penalties get divided between the State and the employees. The enclosed check represents your portion of the penalties allocated to the employees. The enclosed check will be negotiable for a period of 180-days after it was issued, and must be cashed no later than _____. The settlement check proceeds are classified 100% as penalties, paid using IRS Form 1099. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

Aggrieved Employees will not be retaliated against for cashing their checks.

After the check-cashing period has expired, 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. If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund (https://www.sco.ca.gov/search_upd.html) _____ for instructions on how to retrieve the funds.

It is important to note that this is <u>not</u> a class action settlement. You may have received notifications in the mail regarding other class action settlements you may or may not have been a part of in the past. This case against Defendant is not a class action. Therefore, you cannot seek to opt out from the PAGA settlement to pursue your own claims.

Please note that this check constitutes payment of a penalty, and you are responsible for any taxes payable on the amount received.

DO NOT TELEPHONE OR CONTACT THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

If you have any questions, you can contact Plaintiff's counsel or the Administrator:

Counsel for Plaintiffs:

AEGIS LAW FIRM, PC
SAMUEL A. WONG (State Bar No. 217104)
KASHIF HAQUE (State Bar No. 218672)
JESSICA L. CAMPBELL (State Bar No. 280626)
ALEXANDER G.L. DAVIES (State Bar No. 328125)
9811 Irvine Center Drive, Suite 100
Irvine, California 92618
Telephone: (949) 379-6250
Facsimile: (949) 379-6251
Email: jcampbell@aegislawfirm.com
adavies@aegislawfirm.com

Settlement Administrator:

Name of Company: ILYM Group, Inc.
Email Address:
Mailing Address:
Telephone:
Fax Number:

Very Truly Yours,