

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Patricia Cisneros Lopez (“Plaintiff”) and defendant Elite Metal Finishing, LLC (“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 *Patricia Cisneros Lopez v. Elite Metal Finishing, LLC, et al.*, Case No. 2024CUOE030488, initiated on September 13, 2024 and pending in the Superior Court of the State of California, County of Ventura.
- 1.2. “Administrator” means Phoenix Settlement Administrators, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees 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 all non-exempt, hourly paid employees employed by Defendant 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 Ventura.
- 1.9. “Defendant” means Elite Metal Finishing, LLC, the named defendant in the Action.
- 1.10. “Defense Counsel” means Chandra A. Beaton and Benjamin F. Fraser of LightGabler LLP.
- 1.11. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters Judgment on its Order Approving the PAGA Settlement; and (b) the Judgment is final. If the LWDA does not object to the Settlement, the Judgment is final on the day the Court enters Judgment. If the LWDA objects to the Settlement, the Judgment is final on the date the objection is resolved.

- 1.12. “Gross Settlement Amount” means \$290,000.00 which is the total 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, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator’s Expenses Payment.
- 1.13. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 35% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.14. “Judgment” means the judgment entered by the Court based upon approval of the Settlement.
- 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 65% 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: Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment.
- 1.18. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.19. “PAGA Counsel” means Samuel Wong, Kashif Haque, Jessica Campbell, and Alexander G.L. Davies of Aegis Law Firm, PC, the attorneys representing the Plaintiff in the Action.
- 1.20. “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.21. “PAGA Pay Period” means any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.22. “PAGA Period” means the period from September 23, 2023 to April 26, 2026.
- 1.23. “PAGA Notice” means Plaintiff’s September 23, 2024 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.24. “PAGA Penalties” means the total amount of \$169,694.33 PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 35% to the Aggrieved Employees (\$59,393.02) and 65% to the LWDA (\$110,031.31) in settlement of PAGA claims.
- 1.25. “Plaintiff” means Patricia Cisneros Lopez, 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 its officers, directors, shareholders, members, agents, assigns, attorneys, insurers, independent contractors, employees, predecessors, successors, parents, subsidiaries, affiliates, related entities or other representatives of any kind for each of the foregoing entities and related parties.
- 1.28. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS.

- 2.1. On September 13, 2024, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendant for (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to permit rest breaks; (5) failure to reimburse business expenses; (6) failure to provide accurate itemized wage statements; (7) failure to pay all wages due upon separation of employment; and (8) violation of Business and Professions Code §§ 17200, et seq. On January 8, 2025, Plaintiff filed a First Amended Complaint alleging an additional cause of action against Defendant for enforcement of the PAGA. The First Amended Complaint is the operative complaint in the Action (the “Operative Complaint.”). On March 25, 2025, the Court Granted Plaintiff’s Request for Dismissal of her alleged Class Action Claims, leaving only the claim for enforcement under PAGA. Defendant denies the allegations in the Operative Complaint, 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.
- 2.3. On August 20, 2025, the Parties entered into a Joint Stipulation to submit Plaintiff’s individual non-PAGA claims to arbitration, and stay Plaintiff’s alleged PAGA claims pending the outcome of arbitration. Prior to initiating the arbitration, the Parties agreed to attend early private mediation regarding all claims alleged, subject to an informal exchange of discovery and after entering into a tolling agreement.
- 2.4. On February 25, 2026, the Parties participated in an all-day mediation presided over by Michael Strauss, Esq., which led to this Agreement to settle the Action.
- 2.5. Prior to mediation Plaintiff obtained, through informal discovery, Plaintiff’s personnel file, timekeeping records and wage statements, timekeeping and pay records for a 25% sampling of the Aggrieved Employee group, complete metrics for the Aggrieved Employees including the numbers of employees, pay periods worked during the PAGA Period, and Defendant’s relevant policy documents and employee handbooks in effect (in both English and Spanish) during the PAGA Period.

- 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. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay \$290,000.00 and no more as the Gross Settlement Amount. 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 Defendant.
- 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 Approval Order:
- 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 \$95,555.67 and PAGA Counsel Litigation Expenses Payment of not more than \$20,000. Defendant 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. 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 the Administrator: An Administration Expenses Payment not to exceed \$4,750.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$4,750.00, the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.3. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$169,694.33 to be paid from the Gross Settlement Amount, with 65% (\$110,301.31) allocated to the LWDA PAGA Payment and 35% (\$59,393.02) allocated to the Individual PAGA Payments.
- 3.2.3.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties (\$59,393.02) by the total number of PAGA Pay Periods worked by all Aggrieved

Employees 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 and hold Defendant harmless, and indemnify Defendant, from any dispute or controversy regarding any division or sharing of any of the Individual PAGA Payments.

3.2.3.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. 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 327 Aggrieved Employees who worked a total 12,446 of PAGA Pay Periods.
- 4.2. Aggrieved Employee Data. Within 15 days of the Approval Order, Defendant 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. Defendant 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 to the Administrator as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel 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. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 14 days after the Effective Date.
- 4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, 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.

Prior to disbursement of any funds, the Administrator will provide a disbursement summary and breakdown of the calculations for the Individual PAGA Payments, the Administration Expenses Payment, the LWDA Payment, PAGA Counsel Expenses Payment, and the PAGA Counsel Fees Payment for review and approval by PAGA Counsel and Defense Counsel. The Administrator will not disburse any funds until the breakdown is approved by both counsel. Any disputes regarding disbursement

will be resolved by the Court.

- 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 returned 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 Defendant 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.
 - 4.4.5. The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees, who have no right to opt-out or otherwise exclude themselves from the Settlement and release of PAGA claims set forth in this Settlement.
- 5. RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:
- 5.1. Release by Aggrieved Employees: All Aggrieved Employees, including Plaintiff, 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, and are forever barred from pursuing against Released Parties, all PAGA claims that were alleged or reasonably could have been alleged in and/or arising out of the facts alleged in the Operative Complaint and/or PAGA Notice during the PAGA Period.
 - 5.2. 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 claims alleged in the Action, Plaintiff has also entered 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 or separation from employment with Defendant (“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 Civil Code Section 1542, but excluding her PAGA claims, which she is releasing in this Agreement. This release is effective upon the terms provided within Plaintiff’s Individual Settlement Agreement. Nothing in Plaintiff’s separate Individual Settlement Agreement shall release Plaintiff’s PAGA Action wage and hour claims pending in the Action, which will be released by Plaintiff in the instant Agreement, nor do the Parties intend for the Individual Settlement Agreement to affect Plaintiff’s ability to act as a representative in the Action.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.

- 6.1. PAGA Approval. Plaintiff shall prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this PAGA Settlement under Labor Code § 2699(s)(2). To effectuate Approval and Judgment of the Settlement of PAGA claims, Plaintiff shall prepare a Motion for Approval of PAGA Settlement, and provide a copy of the Motion for Approval to Defense Counsel for its review. Plaintiff shall file declarations from PAGA Counsel and Plaintiff to support the Settlement.
- 6.2. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Settlement or forthcoming Motion for Approval of PAGA Settlement, PAGA Counsel and Defense Counsel will expeditiously work together in good faith on behalf of the Parties to resolve the disagreement. If the Court does not grant Approval of the Settlement or conditions Approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together in good faith on behalf of the Parties to modify the Agreement and satisfy the Court’s concerns.
- 6.3. 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.
- 6.4. 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 and their respective counsel 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.
- 6.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Aggrieved Employees), the Parties shall agree to expeditiously work together in good faith

to address the appellate court's concerns and to obtain Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur.

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected Phoenix Settlement Administrators to serve as the Administrator and verified that, as a condition of appointment, Phoenix Settlement Administrators 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 Report by Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide PAGA Counsel and Defense Counsel with a report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, if applicable and if requested by either Party, 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.
- 7.5 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.** This settlement is based on an estimated 12,000 pay periods worked by the PAGA Aggrieved Employees as of February 26, 2026. If the total number of PAGA Pay Periods during the PAGA Period exceeds 13,200 (i.e., 10% more than 12,000) the GSA will increase by 1% for every 1% over the 10% threshold.

9. ADDITIONAL PROVISIONS.

- 9.1 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 Operative Complaint(s) and/or PAGA Notice 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).

- 9.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement, together with its attached exhibit (i.e., Notice to the Aggrieved Employees), 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.
- 9.3 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.
- 9.4 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 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.
- 9.5 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.
- 9.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant 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.
- 9.7 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.
- 9.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 9.9 Applicable Law. All terms and conditions of this Agreement will be governed by and interpreted according to the internal laws of the State of California, without regard to conflict of law principles.

- 9.10 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.
- 9.11 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.
- 9.12 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.
- 9.13 Use and Destruction of Aggrieved Employees' Data. Information provided to PAGA Counsel pursuant to California Evidence Code section 1152, and all copies and summaries of the Aggrieved Employees' data and documents 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 Agreement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff and PAGA Counsel shall destroy all paper and electronic versions of the Aggrieved Employees' data and documents received from Defendant or Defense Counsel.
- 9.14 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.
- 9.15 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
Samuel A. Wong
Kashif Haque
Jessica L. Campbell
Alexander G.L. Davies
9811 Irvine Center Drive, Suite 100
Irvine, California 92618
Telephone: (949) 379-6250
Facsimile: (949) 379-6251
Email: jcampbell@aegislawfirm.com
adavies@aegislawfirm.com

To Defendant:

Chandra A. Beaton
Benjamin F. Fraser
LightGabler LLP
760 Paseo Camarillo, Suite 300
Camarillo, California 93010
Telephone: (805) 248-7208
Facsimile: (805) 248-7209
Email: cbeaton@lightgablerlaw.com
bfraser@lightgablerlaw.com

9.16 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.

9.17 Enforcement. The Parties agree to expressly stipulate for the Settlement of the Action on the terms set forth in this Agreement, and hereby agree that Court, upon motion of either party, may enter judgment pursuant to the terms of this Settlement or otherwise enforce a breach of this Settlement. The Parties expressly request that the Court retain jurisdiction over the Parties to enforce the Settlement until performance in full of the terms of the Settlement, pursuant to Code of Civil Procedure section 664.6 and its procedures for enforcement.

9.18 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 Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

Agreed to by the Parties:

PLAINTIFF

Dated: Aug 4, 2026

By: 
Patricia Cisneros Lopez (Aug 4, 2026 18:07:14 PDT)
PATRICIA CISNEROS LOPEZ

DEFENDANT

Dated: _____

By: _____
ELITE METAL FINISHING, LLC

Agreed As to Form Only:

To Defendant:

Chandra A. Beaton
Benjamin F. Fraser
LightGabler LLP
760 Paseo Camarillo, Suite 300
Camarillo, California 93010
Telephone: (805) 248-7208
Facsimile: (805) 248-7209
Email: cbeaton@lightgablerlaw.com
bfraser@lightgablerlaw.com

9.16 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.

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Agreed to by the Parties:

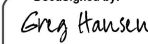
PLAINTIFF

Dated: _____

By: _____
PATRICIA CISNEROS LOPEZ

DEFENDANT

Dated: 8/22/2026

By: 

08EEB2558EC1422
ELITE METAL FINISHING, LLC

Agreed As to Form Only:

AEGIS LAW FIRM, PC

Dated: 8/5/26

By: *Alexander G.L. Davies*

Samuel A. Wong
Kashif Haque
Jessica L. Campbell
Alexander G.L. Davies
Attorneys for Plaintiff

LIGHTGABLER LLP

Dated: _____

By: _____

Chandra A. Beaton
Benjamin F. Fraser
Attorneys for Defendant

AEGIS LAW FIRM, PC

Dated: _____

By: _____

Samuel A. Wong
Kashif Haque
Jessica L. Campbell
Alexander G.L. Davies
Attorneys for Plaintiff

Dated: 8/24/2026

By: _____

LIGHTGABLER LLP

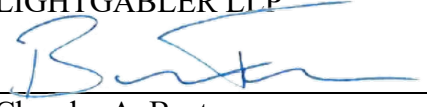

Chandra A. Beaton
Benjamin F. Fraser
Attorneys for Defendant

EXHIBIT A

<<DATE>>

<<FIRST_NAME>> <<LAST_NAME>>

<<ADDRESS 1>>

<<ADDRESS 2>>

Re: *Patricia Cisneros Lopez v. Elite Metal Finishing, LLC, et al.*
Notice of PAGA Settlement, Settlement Payment, and Release of Claims

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

Enclosed you will find a check made payable to you. You are receiving this check in connection with the Settlement (“Settlement”) of the above-referenced lawsuit (“Lawsuit”) brought by former employee Patricia Cisneros Lopez (“Plaintiff”) against Elite Metal Finishing, LLC (“Defendant”) on September 13, 2024 for alleged civil penalties pursuant to the Private Attorneys General Act, Labor Code sections 2698, et seq. (“PAGA”), entitled *Patricia Cisneros Lopez v. Elite Metal Finishing, LLC*, Ventura County Superior Court Case No. 2024CUOE030488.

I. NOTICE OF PAGA SETTLEMENT AND PAYMENT

Plaintiff alleged that Defendant violated certain California Labor Code sections, and sought civil penalties on behalf of the California Labor and Workforce Development Agency (“LWDA”) and allegedly Aggrieved Employees, defined as all non-exempt, hourly-paid employees employed by Defendant in California between September 23, 2023 to April 26, 2026 (“PAGA Period”). You have been identified as one of the allegedly Aggrieved Employees on whose behalf the case was brought. Defendant denies that it did anything wrong or that it owes any penalties whatsoever and maintains its compliance with the California Labor Code at all relevant times.

To avoid further time and expense of protracted and uncertain litigation, however, Defendant and Plaintiff have agreed to settle the Lawsuit. The Settlement, approved by the Ventura County Superior Court (the “Court”) on [DATE], resolves the alleged claims brought on behalf of Plaintiff and allegedly Aggrieved Employees. The Settlement of the Lawsuit does not constitute an admission by Defendant of any of the matters alleged in the case or an admission of liability. Under the PAGA statute, the penalties get divided between the State of California and the allegedly Aggrieved Employees. The enclosed check represents your portion of the penalties allocated to the allegedly Aggrieved Employees.

Pursuant to the Court’s Order Approving PAGA Settlement (“Approval Order”), a payment of \$290,000.00 was approved in settlement of the Lawsuit. As discussed in detail below, attorneys’ fees of Plaintiff and additional costs will be deducted from the \$290,000.00 settlement payment, leaving the remainder to be split among the allegedly Aggrieved Employees who worked during the PAGA Period, including you. Upon the date of entry of the Approval Order, and payment of all funds due under this Settlement, the LWDA and allegedly Aggrieved Employees, including Plaintiff, fully release and forever discharge Defendant (and other Released Parties as defined in the PAGA Settlement Agreement) from all claims for PAGA penalties during the PAGA Period that were alleged, or reasonably could have been alleged, based on the facts contained in the Operative Complaint in the Lawsuit and the PAGA Notice dated September 23, 2024 (“PAGA Notice”) that was sent to Defendant and the LWDA by Plaintiff, which includes the PAGA claims based on Defendant’s alleged: failure to pay minimum wages; failure to pay overtime wages, failure to pay sick leave; failure to provide meal breaks, failure to permit rest breaks, failure to pay timely wages during employment; failure to pay timely wages due at separation; failure to provide accurate wage statements; failure to reimburse expenses; failure to maintain accurate records; and

all other claims and allegations made or which could have reasonably been made in the Lawsuit based on the facts and allegations pled in the Operative Complaint in the Lawsuit and PAGA Notice.

After accounting for Plaintiff's counsel's attorneys' fees of up to \$95,555.67 and reimbursement of litigation costs of up to \$20,000, and settlement administration costs of \$4,750, the remaining sum will be divided pursuant to California law as follows: \$110,301.31 (65%) to the LWDA and \$59,393.02 (35%) to all allegedly Aggrieved Employees to be shared on a proportionate basis. The enclosed check represents your share based upon the number of pay periods you worked during the PAGA Period. An IRS 1099 form is enclosed. You will be solely responsible for paying federal, state, or local taxes, if any, on the amount of your check.

II. RELEASE OF CLAIMS

Regardless of whether you negotiate the enclosed check, by operation of the Settlement's terms, all allegedly 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, and are forever barred from pursuing against Released Parties, all PAGA claims that were alleged or reasonably could have been alleged in and/or arising out of the facts alleged in the Operative Complaint and/or PAGA Notice during the PAGA Period ("Released Claims"). The "Released Parties" include Defendant and its officers, directors, shareholders, members, agents, assigns, attorneys, insurers, independent contractors, employees, predecessors, successors, parents, subsidiaries, affiliates, related entities or other representatives of any kind for each of the foregoing entities and related parties.

Your enclosed check is valid for 180 days from the date of its issuance. **It is strongly recommended that you cash or deposit this check immediately.** After the 180 days expires, you cannot cash the check, it will be null and void, and the amount will be forwarded to the State of California Controller's Office Unclaimed Property Division for further handling. **Even if you fail to cash the enclosed check, you will still be deemed to have released all claims arising from the Lawsuit, including all claims set forth in the release of claims described above.**

* * *

PLEASE DO NOT CONTACT THE COURT ABOUT THIS NOTICE. If you have any questions, you can contact the settlement administrator (whose contact information is at the top of this letter), Plaintiff's counsel or Defendant's counsel:

Samuel Wong Kashif Haque Jessica Campbell Alexander G.L. Davies AEGIS LAW FIRM, PC 9811 Irvine Center Drive, Suite 100 Irvine, California 92618 Telephone: (949) 379-6250 Email: adavies@aegislawfirm.com Counsel for Plaintiff	Chandra A. Beaton Benjamin F. Fraser LightGabler LLP 760 Paseo Camarillo, Suite 300 Camarillo, California 93010 Telephone: (805) 248-7208 Facsimile: (805) 248-7209 Email: cbeaton@lightgablerlaw.com bfraser@lightgablerlaw.com Counsel for Defendant
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Very Truly Yours,

[administrator]