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ALVARO CORTINA

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE, WEST JUSTICE CENTER

ALVARO CORTINA, Plaintiff, vs. R & D METAL FABRICATORS INC., et al., Defendants.	Case No.: 30-2025-01452225-CU-WT-WJC *Assigned for all purposes to:* The Hon. Sheila Recio Dept. W08 **[PROPOSED] ORDER FOR APPROVAL OF PAGA SETTLEMENT** *Filed concurrently with Notice of Motion and Motion for Approval of PAGA Settlement and Declaration of Thomas Solmer in Support of Motion for Approval of PAGA Settlement* Hearing: October 24, 2025 Time: 9:30 A.M. Filed on: January 7, 2025 Trial date: Not set

TO ALL PARTIES BY THEIR COUNSEL OF RECORD:

The Court, having considered the pleadings, arguments of counsel, and all the files, records, and proceedings herein, hereby GRANTS the motion for approval of PAGA settlement filed by Plaintiff. Now, therefore, IT IS HEREBY ORDERED:

1. All terms used herein shall have the same meaning as defined in the Settlement Agreement attached hereto as Exhibit 1.

2. The Court hereby approves the terms set forth in the PAGA Settlement Agreement and finds that the PAGA Settlement Agreement is, in all respects, fair, adequate, and reasonable and directs the Parties to effectuate the PAGA Settlement Agreement according to its terms. The Court finds that the PAGA Settlement Agreement has been reached as a result of informed and non-collusive arm's-length negotiations. The Court further finds that the Parties have conducted extensive investigation and research, and their attorneys were able to reasonably evaluate their respective positions. The Court also finds that settlement now will avoid additional and potentially substantial litigation costs, as well as delay and risks if the Parties were to continue to litigate the case. The Court has reviewed the monetary recovery being provided as part of the Settlement and recognizes the significant value accorded to PAGA Settlement Group Members.

3. The Court further finds and determines that the terms of the PAGA Settlement are fair, reasonable, and adequate to the PAGA Settlement Group Members and to each PAGA Settlement Group Member and that the Settlement is ordered finally approved, and that all terms and provisions of the Settlement shall be and hereby are ordered to be performed as set forth in the PAGA Settlement Agreement.

4. The PAGA Settlement Agreement is not an admission by Defendant or by any other Released Party, nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendant or any other Released Party. Neither this Order, the Settlement Agreement, nor any document referred to herein, nor any action taken to carry out the PAGA Settlement Agreement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever by or against Defendant or any of the other Released Parties.

5. Payment to each PAGA Settlement Group Member shall be made pursuant to the procedure described in the PAGA Settlement Agreement.

6. The Court hereby confirms Lilit Solmer and Thomas Solmer of Solmer Law Corporation as PAGA Counsel.

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7. The Court hereby approves the payment to the California Labor and Workforce Development Agency of $22,324.12, representing 65% of PAGA penalty of $34,344.80, as its share of the settlement of civil penalties under the Private Attorneys General Act, and that it is fair, reasonable, and appropriate. The Court hereby orders Defendant to pay this amount in accordance with the PAGA Settlement Agreement. The Court hereby orders Defendant to pay the remaining Individual Penalty Payments ($12,020.68) in accordance with the PAGA Settlement Agreement.

8. The Court hereby awards attorneys' fees in the amount of $28,000.00 to PAGA Counsel for their attorneys' fees and $11,655.20 for costs incurred. This award fully satisfies all fees and costs incurred by PAGA Counsel which represented Plaintiff and the PAGA Settlement Group Members in this proceeding. The Court hereby orders Defendant to pay PAGA Counsel in accordance with the terms of the PAGA Settlement Agreement and this Order, with payment to be issued by ILYM Group, Inc., to "Solmer Law Corporation" and mailed to their offices at 4000 Barranca Pkwy., Ste 250, Irvine, CA 92604.

9. The Court hereby confirms the appointment of ILYM Group, Inc., as the Settlement Administrator and awards claims administration fees in the amount of $6,000. The Court directs distribution of settlement benefits by the Settlement Administrator in accordance with the PAGA Settlement Agreement and this Order. Any amounts hereby allocated for settlement administration in excess of the final fee charged by ILYM Group, Inc. will revert to the PAGA Penalty share and be distributed 65% percent to the LWDA and 35% to aggrieved employees, in accordance with the PAGA Settlement Agreement.

10. Defendant and the other Released Parties shall have no further liability for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability, except as provided in the PAGA Settlement Agreement.

11. The Court further approves the Notice to be sent to the PAGA Settlement Group Members attached hereto as Exhibit 4.

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12. The Parties are hereby ordered to comply with the terms of the PAGA Settlement Agreement.

13. The Parties shall bear their own costs and attorneys' fees except as otherwise expressly set forth in the PAGA Settlement Agreement and this Order.

14. No person shall have any claim against any of the Parties, Defense Counsel, and/or Plaintiff's Counsel, based on the distribution of the Settlement Sum (including, without limitation, the Fee Amount, the LWDA Penalty Payment, and/or the Net Individual Penalty Payments) made in accordance with this Order and the PAGA Settlement Agreement.

15. Without affecting the finality of this Order in any way, the Court shall have and retain continuing jurisdiction under California Code of Civil Procedure section 664.6, over this Action, over all Parties and the PAGA Settlement Group Members, including after the entry of this Order, to the fullest extent necessary to interpret, enforce and effectuate the terms and intent of the PAGA Settlement Agreement and this Order.

16. It is further ordered, ______________________________.

Dated: ______________________________

Hon. Sheila Recio
JUDGE OF SUPERIOR COURT

Exhibit 1

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made by and between plaintiff Alvaro Cortina ("Plaintiff") and defendant R & D Metal Fabricators, Inc. ("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 Alvaro Cortina v. R & D Metal Fabricators, Inc. initiated on January 7, 2025 and pending in Superior Court of the State of California, County of Los Angeles.

1.2. "Administrator" means ILYM Group, Inc., 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 a person employed by Defendant in California and classified as a non-exempt employee who worked for Defendant 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. "Court" means the Superior Court of California, County of Los Angeles.

1.8. "Defense Counsel" means Shannon Marie Jenkins, Esq. of TLD Law, 2010 Main St., Suite 1000, Irvine, CA 92614, the attorneys representing the Defendant in this matter.

1.9. "Effective Date" means 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.

1.10. "Gross Settlement Amount" means $80,000.00 which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 9 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.

1.11. “Individual PAGA Payment” means the Aggrieved Employees’ 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.

1.12. “Judgment” means the judgment entered by the Court based upon the Final Approval.

1.13. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (m).

1.14. “LWDA PAGA Payment” means the 65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (m).

1.15. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.

1.16. “PAGA Counsel” means Lilit Solmer, Esq. and Thomas Solmer, Esq. of Solmer Law Corporation, 4000 Barranca Pkwy. Ste 250, Irvine, CA 92604, the attorneys representing the Plaintiff in the Action.

1.17. “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.

1.18. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.19. “PAGA Period” means the period from September 12, 2023 to the date of final approval.

1.20. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.21. “PAGA Notice” means Plaintiff’s September 11, 2024 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.22. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 35% to the Aggrieved Employees ($12,020.68) and the 65% to LWDA ($22,324.12) in settlement of PAGA claims.

1.23. “Plaintiff” means Alvaro Cortina, the named plaintiff in the Action.

1.24. "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.

1.25. “Released PAGA Claims” means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5 below.

1.26. “Released Parties” means: Defendant and each of its former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns, agents and representatives.

1.27. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

1.28. "Defendant” means named Defendant R & D Metal Fabricators, Inc.

2. RECITALS.

2.1. On January 7, 2025, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendant for violations of the Labor Code Private Attorneys General Act of 2004, along with certain individual claims. The Complaint is the operative complaint in the Action (the “Operative Complaint”). 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 December 11, 2024, the Parties participated in an all-day mediation presided over by Lisa Klerman, Esq., thereafter continuing negotiations through Ms. Klerman after the filing of the Complaint, leading to this Agreement to settle the Action.

2.4. Prior to mediation and negotiating the Settlement, Plaintiff obtained, through informal discovery, records representing a 25% sampling of all Aggrieved Employees consisting of their time (punch-in and -out) and payroll records, as well as all of Defendant's policies applicable to the violations alleged in the PAGA Notice.

2.5. 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 9 below, Defendant promises to pay $80,000.00 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 6.1 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 Final Approval:

3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 35% which is currently estimated to be $28,000.00 and PAGA Counsel Litigation Expenses Payment of not more than $11,655.20. 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 Administrator Expenses Payment not to exceed $6,000.00 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 $6,000.00, 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 $34,344.80 to be paid from the Gross Settlement Amount, with 65% ($22,324.12) allocated to the LWDA PAGA Payment and 35% ($12,020.68) 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 ($12,020.68) by the total number of 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.

3.2.3.2. 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 40 Aggrieved Employees who worked a total 1,206 of PAGA Pay Periods from September 11. 2023 to on or about February 5, 2025.

4.2. Aggrieved Employee Data. Within 15 days, Defendant will simultaneously 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 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. Disbursement of the PAGA Counsel Litigation Expenses 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 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.

5. RELEASES OF CLAIMS. Effective on the date when Defendant fully funds the entire Gross Settlement Amount Plaintiff (who will separately sign an individual release including 1542 waiver) 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 all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

5.2 Release by PAGA Counsel:

> PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Fees incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (iv) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiff and PAGA shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement as soon as practicable after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

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 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

Based on its records, DEFENDANT estimates that, as of the date of this Settlement Agreement, (1) there are 40 Aggrieved Employees who worked 1,206 Pay Periods during the PAGA 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.

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, 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.

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 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 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.

10.3 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.

10.4 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 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, 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.

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 Cal. Evid. Code §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 rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendant unless, prior to the Administrator's payment of all Settlement Funds, Defendant makes a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.

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: Thomas Solmer, Solmer Law Corporation, 4000 Barranca Pkwy., Ste 250, Irvine, CA 92604

To Defendant: Shannon Marie Jenkins, Esq. of TLD Law, 2010 Main St., Suite 1000, Irvine, CA 92614

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.

Alvaro Cortina	Signed by: Alvaro Cortina	For Plaintiff
Thomas Solmer	Signed by: Thomas Solmer 2EDF09BA77264B8...	Counsel For Plaintiff
Alfredo Santana	Alfredo Santana Alfredo Santana (Feb 21, 2025 11:50 PST)	For DEFENDANT
Shannon Marie Jenkins	Shannon Marie Jenkins, Esq.	Counsel For DEFENDANT

AGMT_ Revised PAGA Settlement Agreement

Final Audit Report 2025-02-21

Created:	2025-02-21
By:	Urvi Sakurikar (USakurikar@tldlaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAJroj0mCuvthxX0EzESCCkx0aNUu8NwjV

"AGMT_ Revised PAGA Settlement Agreement" History

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2025-02-21 - 7:47:55 PM GMT

Document emailed to Alfredo Santana (jr@rdmetal.com) for signature
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Email viewed by Alfredo Santana (jr@rdmetal.com)
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Document e-signed by Alfredo Santana (jr@rdmetal.com)
Signature Date: 2025-02-21 - 7:50:41 PM GMT - Time Source: server

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AGMT_ Revised PAGA Settlement Agreement - Signed by Client

Final Audit Report 2025-02-21

Created:	2025-02-21
By:	Urvi Sakurikar (USakurikar@tldlaw.com)
Status:	Signed
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"AGMT_ Revised PAGA Settlement Agreement - Signed by Client" History

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2025-02-21 - 8:01:16 PM GMT

Document e-signed by Shannon Marie Jenkins (sjenkins@tldlaw.com)
Signature Date: 2025-02-21 - 8:01:45 PM GMT - Time Source: server

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2025-02-21 - 8:01:45 PM GMT

Exhibit 2

Case Name: Alvaro Cortina v. R & D Metal Fabricators, Inc.
Thursday, February 20, 2025

Requesting Attorney:
Thomas E. Solmer, Esq.
Solmer Law Corporation
ts@solmerlaw.com
714.794.8558

ILYM Group Contact:
Lisa Mullins
ILYM Group, Inc.
Lisa@ilymgroup.com
714.878.8836

Estimate For Administrative Solutions: PAGA

KEY ASSUMPTIONS	
Total Number of Aggrieved Employees	40
Estimated Percentage of Remails	15%
Certified Spanish Translation	Yes
ILYM Group Static Website	No
NCOA	Yes
Case Duration (Years)	1

Summary of ILYM Group, Inc.'s Fees & Expenses

Case Startup:	$1,203.00
Distribution (Includes EIN, Bank Acct * /QSF Setup):	$2,327.00
Case Conclusion:	$220.00
Not-To-Exceed ILYM Fees & Expenses:	**$3,750.00**

ILYM | GROUP, Inc.
CLASS ACTION ADMINISTRATION

Case Name: Alvaro Cortina v. R & D Metal Fabricators, Inc.

Thursday, February 20, 2025

Requesting Attorney's Name: Thomas E. Solmer, Esq.

Activity	Rate Type	Unit Cost	Volume	Amount
CASE STARTUP				
Initial Setup - *Import and Formatting of Data**	Hourly	$150.00	1	$150.00
Project Manager (Case notification and maintenance)	Hourly	$120.00	2	$240.00
Certified Spanish Translation	Flat Fee	$750.00	1	$750.00
NCOA	Flat Rate	$25.00	1	$25.00
Toll-Free Customer Service Representative	Flat Rate	$38.00	1	$38.00

Subtotal **$1,203.00**

**ILYM assumes that data will be in a standard format. Client will be notified immediately if not in standard format to correct data or ILYM can convert to standard format @ $150.00 per hour.*

Activity	Rate Type	Unit Cost	Volume	Amount
DISTRIBUTION (Includes EIN, Bank Acct /QSF Setup)*				
Distribution Setup & Management	Hourly	$150.00	1	$150.00
Account Reconciliation & Distribution Reporting	Hourly	$125.00	1	$125.00
Notice, Check, Stub & Release - (including 1099)	Per Check	$1.50	40	$60.00
USPS First Class 1oz Postage	Per Piece	$0.65	40	$26.00
Remails (Forward/Skip Trace Undeliverables)	Per Piece	$2.00	8	$16.00
Preparation of Taxes	Hourly	$150.00	3	$450.00
Annual Filing of Tax Return	Per Year	$1,500.00	1	$1,500.00

**Additional Bank fees may apply*

Subtotal **$2,327.00**

Activity	Rate Type	Unit Cost	Volume	Amount
CASE CONCLUSION				
Data Manager Final Reporting	Hourly	$100.00	1	$100.00
Declaration	Hourly	$120.00	1	$120.00

Subtotal **$220.00**

Not-To-Exceed ILYM Fees & Expenses: $3,750.00

Terms and Conditions

All services to be provided by ILYM Group, Inc. (hereinafter, "ILYM") to Client shall be subject to the following terms and conditions:

Services: Subject to the terms hereof, ILYM agrees to provide the Client with Administration Services (hereinafter, "services") as specified in the Proposal provided to Client to which these Terms and Conditions are attached. The estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make provision for any services or class members/size not delineated in the request for proposal or stipulations. Such services do not in any way constitute legal services or advice. ILYM is performing its services as an Independent Contractor and neither it nor its employees shall be deemed to be employees of the Client.
Mailing and Data Conversion: ILYM's database administration assumes the Client will provide complete data that includes all information required to send notifications and complete the administration process. Data must be provided in a complete, consistent, standardized electronic format. ILYM's standard format is Microsoft Excel, however, ILYM may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by ILYM on a time and materials basis, according to ILYM's Standard Rates.
Charges for Services: Charges to the Client for services shall be on a time and materials basis at our prevailing rates, as the same may change from time to time. Any fee estimates set forth in the proposal are estimates only, based on information provided by Client to ILYM. Actual fees charged by ILYM to Client may be greater or less than such estimate, and Client shall be responsible for the payment of all such charges and expenses in accordance with Section 5 hereof. Charges incurred related to resolving post distribution withholdings and related corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Client to the extent that funds are received from the taxing authorities offset these charges. ILYM may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.
Indemnification: Client will indemnify and hold ILYM (and the officers, employees, affiliates and agents harmless against any Losses incurred by ILYM, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by ILYM in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by ILYM pursuant to Clients instructions.
Payment of Charges: ILYM reserves the right to request payment of postage charges and 50% of the final administration charges at the start of the case. ILYM bills are due upon receipt unless otherwise negotiated and agreed to with the Client. In the event settlement terms provide that ILYM is to be paid out of the Settlement Fund, ILYM will request that Counsel endeavor to make alternate payment arrangements for ILYM charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the Settlement Account is funded by, or no later than the time of disbursement. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement, do not affect the Client's liability to ILYM for payment of services. Services are not provided on a contingency fee basis.
Confidentiality: ILYM maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Client data provided to ILYM by Client in connection herewith. Should ILYM ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Client, ILYM will promptly notify the Client, unless prohibited by applicable law. The Client shall have the option to (1) provide legal representation at the Client's expense to avoid such access or (2) promptly reimburse ILYM for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If ILYM is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, ILYM will not be liable for breach of said obligation.
Data Rights: ILYM does not convey nor does the Client obtain any right in the programs, system data, or materials utilized or provided by ILYM in the ordinary course of business in the performance of this Agreement.
Document Retention: Unless directed otherwise in writing by Client, ILYM will destroy undeliverable mail on the effective date of the settlement or the date that the disposition of the case is no longer subject to appeal or review, whichever is later. ILYM will maintain claim forms and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later.
Limitation of damages: ILYM is not responsible to the Client for any special, consequential or incidental damages incurred by Client. Any liability of ILYM to the Client shall not exceed the total amount billed to the Client for the particular services that give rise to any loss.
Termination: The services to be provided under this Agreement may be terminated, at will by the Client upon at least 30 calendar days' prior written notice to ILYM. The Client's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. ILYM may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Client is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Client.
Notice: Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier service to the responsible officer or principal of ILYM or the Client, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.
Force Majeure: To the extent performance by ILYM of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond ILYM's reasonable control, then such performance shall be excused and this Agreement, at ILYM's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.
Waiver of Rights: No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in a signed writing.
Jurisdiction: The parties hereto submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby waive any objection to the laying of venue of any such suit, action or proceeding in the Court.
Entire Agreement: These terms and conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.

Exhibit 3

SOLMER LAW CORPORATION

Lilit Solmer
LS@SOLMERLAW.COM

Thomas Solmer
TS@SOLMERLAW.COM

4000 Barranca Parkway
Suite 250
Irvine, CA 92604

P: 714.794.8558
F: 818.927.2179

September 11, 2024

Via Online Filing
Attn: PAGA Administrator
Labor & Workforce Development Agency
Department of Industrial Relations
Accounting Unit
455 Golden Gate Avenue, 10th Floor
San Francisco, CA 94102

Via U.S. Mail
R & D Metal Fabricators Inc.
5250 Rancho Rd.
Huntington Beach, CA 92647

PRIVATE ATTORNEY GENERAL ACT (PAGA) NOTICE PURSUANT TO LABOR CODE § 2699

This firm has been retained to represent Alvaro Cortina ("Employee") in connection with various Labor Code and other violations arising from his employment with R & D Metal Fabricators Inc. ("R & D"). Mr. Cortina worked for R & D from May of 2022 until his termination on or about June 18, 2024.

This notice is brought under Labor Code section 2698, et seq., which provides a private right of action under the Labor Code Private Attorneys General Act (PAGA) of 2004, on behalf of Mr. Cortina and all other similarly aggrieved non-exempt current and former employees of R & D, whether or not such persons were nominally classified as exempt or independent contractors (the "Aggrieved Employees"), during any and all pay periods up to one year prior to the date of this notice, until the present, and ongoing.

R & D rounded off the time worked by Aggrieved Employees and failed to pay Aggrieved Employees for their actual, exact hours worked despite having technical capacity to know and actual knowledge of the actual, exact hours worked by the Aggrieved Employees. The Aggrieved Employees thereby sustained violations of:

- Labor Code section 204, because they were not paid their wages earned when due each pay period, due to the time worked having been rounded down;

- Labor Code section 226, because they were not provided with accurate itemized statements of their hours of work and wages earned each pay period, due to the time worked having been rounded down;
- Labor Code section 510, because they were denied overtime pay due to their shifts being rounded down to 8.0 hours; and
- Labor Code section 1197, because they were not paid the statutory minimum wage for hours worked that were rounded off from their paid hours.

The Aggrieved Employees sustained violations of Labor Code sections 226.7 and 512, and of section 11 of the applicable Wage Order, in that they were not provided with timely uninterrupted 30-minute meal periods during shifts of more than five hours. Although R & D used a "bell" system to mark the start and end of the lunch, the bell to start lunch often did not sound until two or three minutes late, while the bell to end would be on time, such that Cortina and other aggrieved employees did not have a full 30 minutes for lunch. Further, the aggrieved employees had to be back at their work stations ready to operate the machinery at the moment the noon bell rang for the end of lunch, such that their break was effectively cut short at the end by two or three minutes as well. R & D did not pay the one hour of premium pay to aggrieved employees on days where such employees did not have a full 30-minute meal period as described above.

Aggrieved Employees such as Mr. Cortina who were separated from employment with R & D suffered violations of Labor Code section 203 because they were not paid, upon discharge or within 72 hours, all wages due, as a result of the unpaid wages due to them for meal period violations, failing to account for all hours worked, and failing to pay overtime, as described above.

Thank you for your consideration of this notice. If you have any questions, please do not hesitate to contact the undersigned.

Sincerely,

SOLMER LAW CORPORATION

Thomas Solmer

Exhibit 4

SUPERIOR COURT OF THE STATE OF CALIFORNIA,
COUNTY OF ORANGE

This is NOT a solicitation.
This is NOT a lawsuit against you.

NOTICE OF SETTLED REPRESENTATIVE (PAGA) ACTION

If you are a current or former hourly non-exempt employee of R & D Metal Fabricators, Inc. who worked for the company between September 11, 2023 and _______, 2025, then you are receiving money from a representative action settlement.

PLEASE READ THIS NOTICE CAREFULLY

I. Why Are You Receiving the Enclosed Check?

You are receiving the enclosed payment as your part of the settlement of a representative action lawsuit that was brought in the Superior Court of California for the County of Orange (the "Court"). The lawsuit was filed by former R & D Metal Fabricators, Inc. ("R & D") employee Alvaro Cortina ("Plaintiff") on behalf of himself and other hourly non-exempt employees who worked for R & D from September 11, 2023 to _____, 2025. You have received this notice because R & D's records identify you as a current or former hourly non-exempt employee who worked during that time period entitling you to a settlement payment. On ______, 2025, a Judge of the Court approved the Settlement of the Lawsuit entitled *ALVARO CORTINA V. R & D METAL FABRICATORS, INC., Orange County Superior Court, Case No. 30-2025-01452225-CU-WT-WJC.* However, the Court has made no determination that R&D did anything wrong or that Plaintiff's claims had any merit.

II. What is the Position of Defendant on Settlement?

R & D is not admitting to any of the allegations made in the lawsuit, and in fact, denies all claims made in the lawsuit and believes they are without merit. R & D views this settlement as a compromise to which it has agreed to avoid the cost, distraction, and uncertainty of litigation.

III. What is the Settlement?

R & D has agreed to pay a Settlement Sum of $80,000.00. This sum includes the following Court-approved payments: (1) a payment to the California Labor Workforce Development Agency of $22,324.12, (2) a payment of up to $39,655.20 for Plaintiff's attorneys' fees and costs, and (3) a payment of up to $6,000 for administrative costs. Each of these amounts was approved by the Court on _____, 2025. After the deduction of the above Court-approved payments from the Settlement Sum, the remaining amount ("Employees' Net Settlement Amount") was available to pay Aggrieved Employees. The Employees' Net Settlement Amount is approximately $12,020.68. Each eligible employee will receive a proportionate share based on the total number of workweeks (full or partial) worked by each employee from September 11, 2023 to ______, 2025.

IV. Who is the Settlement Administrator?

The Settlement Administrator is an independent third party selected by Plaintiff and R & D to send this notice, process and issue settlement checks, and otherwise administer the settlement. ILYM Group, Inc. is the Settlement Administrator in this case. If you have any questions regarding this Notice or the payment you are receiving, you may contact ILYM Group, Inc. at XXXX for further information.

V. VI. WHAT IS A REPRESENTATIVE PAGA ACTION?

A representative PAGA action is a type of representative lawsuit authorized by California Labor Code section 2698 *et seq.* (PAGA), which allows aggrieved employees to file lawsuits to recover civil penalties on behalf of themselves, other employees, and the State of California for violations of the Labor Code. An aggrieved employee is any person who was employed by the subject employer, and against whom one or more of the alleged Labor Code violations was committed. An employee who files a representative PAGA action is acting as an agent of California's labor law enforcement agencies, who have the power to initiate an enforcement action directly.
A representative PAGA action is different from a class action in that an employee filing a representative PAGA action is not resolving the claims of other similarly situated employees. Instead, the employee is acting as an agent of the State of California to obtain penalties for themseves and aggrieved employees for California Labor Code violations allegedly committed against those employees pursuant to PAGA. Penalties awarded in a representative PAGA action are measured by the number of Labor Code violations committed by the employer, a portion of which sixty-five percent (65%) must be paid to the State of California. Aggrieved employees do not have the right to opt out of (or object to) the settlement of a representative PAGA action.

VI. ELIGIBLE AGGRIEVED EMPLOYEES AND INDIVIDUAL PAGA PAYMENTS

"Eligible Aggrieved Employees" mean all current and former hourly-paid or non-exempt employees of Defendant Gar Laboratories Inc. and all current and former hourly-paid or non-exempt individuals employed at R&D within the State of California at any time during the period from from September 12, 2023 to the date of final approval ("Eligible Aggrieved Employees" and "PAGA Period").

Thirty-five percent (35%) of the PAGA Payment ($12,020.68) will be distributed to Eligible Aggrieved Employees, on a pro rata basis, which will be known as their Individual PAGA Payments. An Eligible Aggrieved Employee's Individual PAGA Payment will be based on the number of Workweeks an Eligible Aggrieved Employee worked during the PAGA Period as an hourly-paid or non-exempt employee in California.

The Settlement Administrator will calculate the total number of Workweeks worked by each Eligible Aggrieved Employees as an hourly-paid or non-exempt employee in California during the PAGA Period and the aggregate total number of Workweeks worked by all Eligible Aggrieved Employees as hourly-paid or non-exempt employees in California during PAGA Period.

VII. RELEASED CLAIMS

If the Court grants final approval of the settlement, then you will release Defendants from all causes of action and factual or legal theories stated in the operative complaint and those based solely upon the facts alleged in the operative complaint. This includes all of the following claims for relief: All claims under PAGA described in Plaintiff's letter to the LWDA (Labor Code Sections 203, 204, 226(a), 226.7, 510, 512, and 1197) and all damages, penalties, interest, and other amounts recoverable under said claims, causes of action or legal theories of relief under the PAGA. Any right to individual claims held by employees other than Plaintiff Alvaro Cortina will not be affected by the settlement.

VIII. WHAT ARE THE PROCEDURES FOR PAYMENT?

A. The Settlement Administrator will calculate your share of the settlement and will issue you a settlement check. Your portion of the individual PAGA payment as a portion of the total PAGA payment will be paid out in a single payment.

B. All Individual PAGA Payments will be allocated as one hundred percent (100%) penalties. The Settlement Administrator will be responsible for issuing Eligible Aggrieved Employees an IRS Form 1099 if the Eligible Aggrieved Employee's Individual PAGA Payment exceeds $600.

C. While the Settlement Administrator will make its best effort to ensure you receive your individual PAGA payment, you are encouraged to notify either the Settlement Administrator, Class Counsel, or Defendants' counsel regarding any changes to your contact information.

D. It is important for the Parties to have your current address to be able to send you other mailings regarding the Action. You should contact the Settlement Administrator to report any change of your address after you receive this amended notice. Failure to report a change of address may result in you not receiving your share of the settlement money.

IX. HEARING ON PROPOSED SETTLEMENT

A Final Approval Hearing will be held before the Court on [DATE], at [TIME] in Department [X] of the Orange County Superior Court, West Justice Center, located at 8141 13th Street, Westminster, CA 92683 to decide whether the proposed settlement is fair, reasonable, and adequate. You are not required to attend the Final Approval Hearing, but you are welcome to attend the Final Approval Hearing at your own expense.

If you have any questions, you can call the Settlement Administrator at (888) 250-6810.