

SETTLEMENT AGREEMENT AND RELEASE

This is a settlement of a class and representative action (the “Agreement”). This Agreement is made by and between Plaintiff Carlos Amezola, individually, the “Settlement Class Members” (defined below), and all “Aggrieved Employees” (defined below), on the one hand, and Kawneer Company, Inc., on the other.

I. DEFINITIONS

For ease of reference, this section defines some but not all terms used herein. Unless otherwise defined, the following terms used in this Agreement shall have the meanings ascribed to them as set forth below:

A. Action: *Carlos Amezola, et al., v. Kawneer Company, Inc., et al.*, Case No. VCU313248, originally filed September 20, 2024 in the Tulare County Superior Court, and encompasses, but is not limited to, all claims alleged in the Operative Complaint, *infra*.

B. Aggrieved Employees: all Class Members, *infra*, employed during the PAGA Period, *infra*, and eligible to participate in a settlement of the claims brought under the Private Attorneys General Act of 2004 (“PAGA”) in the Action.

C. Attorneys’ Fees: One Hundred Eighty-Eight Thousand Three Hundred Thirty Three Dollars and Thirty Three Cents (\$188,333.33), or one-third (1/3) of the Settlement Fund, *infra*, plus Class Counsel’s expenses [an amount to be determined by Class Counsel’s (defined below) billing statement], subject to the Court’s approval.

D. Claims Administration Expenses: the Claims Administrator, *infra*, will send the Class Notice, *infra*, and Class Member, *infra*, payments by first-class mail. The postage and printing costs for the Notices, and the postage costs for mailing the payments, shall be paid out of the Settlement Fund. Any other administrative costs related to Class Administration also will be paid out of the Settlement Fund.

E. Claims Administrator or Settlement Administrator: Rust Consulting, who will be responsible for the administration of all class claims, including mailing the Class Notices,

infra, receiving and administering any opt-outs, receiving any objections, and printing and mailing the settlement checks.

F. Class Counsel: Todd M. Friedman, Adrian R. Bacon, Meghan E. George and Matthew R. Snyder, Law Offices of Todd M. Friedman, P.C., 23586 Calabasas Rd., Suite 105, Calabasas, CA 91302; and Adib Assassi and Veronica Cruz, Assassi & Cruz Law Firm, PC, 1100 W. Town & Country Rd., Suite 1250, Orange, CA 92868.

G. Class Members: All individuals who are currently or have been employed, or worked, in California by Defendant as a non-exempt employee during the Class Period, *infra.*, and whose working conditions are not controlled by a collective bargaining agreement (“CBA”).

H. Class Notice: the Notice of Class Action Settlement, mailed to all Class Members as set forth herein. Notice will be mailed in Spanish where appropriate.

I. Class Period: September 20, 2020 through the date of entry of Preliminary Approval Order.

J. Court: Tulare County Superior Court.

K. Defendant: Kawneer Company, Inc., the named defendant in the Action.

L. Defense Counsel: Ivy Fitzgerald and Matthew Maler, Littler Mendelson P.C., 5200 North Palm Ave., Suite 302, Fresno, CA 93704.

M. Effective Date: the date on which all time limitations for filing an appeal from the Court’s Judgment and a final order approving settlement of this Action have expired without a notice of appeal having been timely filed.

N. Gross Settlement Amount: Five Hundred Sixty Five Thousand Dollars and Zero Cents (\$565,000.00).

O. Individual PAGA Share: The Aggrieved Employee’s pro rata share of 25% of the PAGA Allocation calculated according to the number of pay periods worked during the PAGA Period.

P. Individual Settlement Share: the individual shares of the Net Settlement Amount, *infra*, inclusive of any taxes withheld, that shall be paid to each Participating Class Member, *infra*, the calculation of which is provided herein (Sec.III.E.5).

Q. Net Settlement Amount: the Gross Settlement Amount, less the Service Award (defined below), Attorneys' Fees, Attorneys' Expenses, Claims Administration Expenses, and the PAGA Allocation (defined below).

R. Operative Complaint: the First Amended Complaint to be filed in this Action within (30) days of the full execution of this Agreement, to include, among others, the allegations asserted in Plaintiff's letter seeking penalties pursuant to the Private Attorneys General Act, Labor Code §§ 2698, et seq.

S. Opt Out / Objection Period: Class Members shall have forty-five (45) days from the date Class Notice is first mailed to object to or exclude themselves from the Settlement. In the event of a remailing, the deadline shall be extended by an additional 15 days. Neither party shall encourage any Class Member to object to or opt out of the Settlement.

T. PAGA Allocation: Ten Thousand Dollars (\$10,000) for all outstanding PAGA claims against Defendant, to be allocated as penalties under PAGA to Aggrieved Employees, of which 75% shall go to the LWDA, and 25% shall go to the Aggrieved Employees.

U. PAGA Pay Period: Any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

V. PAGA Period: September 20, 2023 through the date of entry of Preliminary Approval Order.

W. Participating Class Members: all Class Members who do not timely opt-out of the Settlement.

X. Parties: Defendant, Plaintiff, and Participating Class Members.

Y. Plaintiff: Carlos Amezola, the named plaintiff and class representative in the Action.

Z. Preliminary Approval: Class Counsel shall draft and file a motion for preliminary approval within ninety (90) days of execution of the Agreement.

AA. Qualifying Pay Periods: the total number of pay periods within the Class Period during which a Class Member worked for Defendant based on Defendant's records, excluding leaves of absence and vacation.

BB. Released Claims: all claims, demands, rights, liabilities, and/or causes of action asserted at any time in the Action based on the facts or laws alleged in the Complaint. Specifically, this includes any claims that during the Class Period and or PAGA Period, Defendant at any time: 1) failed to pay wages, including minimum wages; 2) failed to pay overtime and/or double-time wages; 3) failed to provide timely, full, and uninterrupted rest breaks or a penalty payment in lieu thereof; 4) failed to provide timely, full, and uninterrupted meal periods or a penalty payment in lieu thereof; 5) failed to provide accurate itemized wage statements; 6) failed timely to pay wages or pay all wages due upon termination of employment; 7) failed to provide restitution for unpaid sums; 8) failed to maintain accurate records; 9) violated the Unfair Competition Law, Bus. & Prof. Code § 17200, *et seq.*; and 10) owed penalties pursuant to PAGA, Labor Code § 2698, *et seq.*, including under Labor Code § 558 and § 226.8 predicated on any of the Labor Code sections identified in Plaintiffs' PAGA Notice letter and attached complaint thereto. (collectively, the "Released Claims"). Except as set forth above, Released Claims does not include any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period. The period of the Released Claims for Class Members shall cover the Class Period and for Aggrieved Employees the PAGA Period. The Parties agree that the judgment, and release of claims provided herein, shall have *res judicata* effect.

CC. Released Parties: Defendant and its past and present parent companies, subsidiaries and affiliates, and their respective present and former officers, directors,

stockholders, agents, employees, insurers, co-insurers, reinsurers, attorneys, accountants, auditors, advisors, registered representatives, consultants, pension and welfare benefit plans, plan fiduciaries, administrators, trustees, partners, predecessors, successors, assigns, and any other persons acting by, through, under, or in concert with any of them.

DD. Service Award: Plaintiff shall each seek a service award in the amount of Ten Thousand Dollars (\$10,000), to be paid out of the Gross Settlement Amount. The award is in addition to each Plaintiff's Individual Settlement Share.

EE. Settlement: the disposition of the Action pursuant to this Agreement.

FF. Settlement Funding: Defendant shall provide the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes, by transmitting the funds to the Claims Administrator no later than (14) days after the Effective Date. The payment of all Individual Settlement Shares, Claims Administration Expenses, Attorneys' Fees, Attorneys' Expenses, and Service Award, shall be made by the Claims Administrator to the Class, and Class Counsel within ten (10) days of the date the Settlement was funded to the Claims Administrator.

II. BACKGROUND

On September 20, 2024, Plaintiff Carlos Amezola gave the Labor and Workforce Development Agency notice of their Private Attorney General's Act of 2004 (hereinafter PAGA") claims.

On September 20, 2024, Plaintiff also simultaneously filed a Class Action Complaint in Tulare County Superior Court (Case No. VCU313248) on behalf of himself and a class of current and former non-exempt employees of Defendant who were employed in California during the Class Period for, *inter alia*, Defendant's alleged failure to pay all wages owed upon termination, failure to timely pay earned wages, failure to provide itemized wage statements, failure to provide rest and meal periods, and failure to pay minimum wages. Plaintiff also alleged a cause of action under the Unfair Competition Law ("UCL"), Bus. & Prof. Code § 17200, *et seq.*, arising from the alleged Labor Code violations.

The Parties agreed to attend private mediation. In advance of mediation, Defendant provided Class Counsel with relevant information regarding the Class Members and the Aggrieved Employees. On December 4, 2025, after extensive investigation by Plaintiff's counsel, the Parties participated in mediation with Hon. Amy Hogue (Ret.) of Signature Resolution. After a full day of negotiation and exchanges of information, the Parties accepted a Mediator's Proposal. This Settlement is the result of the Mediator's Proposal.

Plaintiff and Class Counsel concluded, after taking into account the disputed factual and legal issues involved in this Action, the risks attendant to further prosecution, the discovery conducted to date, and the substantial benefits to be received pursuant to the proposed terms, that settlement as set forth herein was in the best interests of the Class Members.

Plaintiff and Class Counsel are cognizant of problems they face with respect to their burden of proof, and Defendant's argument that case law exists which supports Defendant's positions, which were discussed during the mediation with Judge Hogue, who provided valuable insight. Plaintiff and Class Counsel believe that the Settlement is fair and confers substantial benefits on the Class Members that include certain and meaningful recovery. Defendant and Defense Counsel also concluded that there were benefits associated with settling. Based on the disputed factual and legal issues involved in the Action, the risks attendant to further defense, the expense and burden of protracted litigation, and Defendant's desire to put the controversy to rest, Defendant and Defense Counsel believe that the Settlement on the terms hereinafter set forth is in Defendant's best interest. With the mediator's assistance, therefore, the Parties determined that the terms and conditions set forth in this Agreement are fair, adequate, and reasonable.

This Settlement contemplates the entry of a Final Order approving settlement of class action and discharge of all Parties and their respective counsel from liability for the Released Claims. The Judgment and Final order shall have a res judicata effect and bar Plaintiff and each Participating Class Member from bringing any action asserting Released Claims.

III. PROCEDURE FOR APPROVAL AND IMPLEMENTATION OF SETTLEMENT

The Parties and their respective counsel shall take all steps that may be requested by the Court relating to the approval and implementation of this Agreement and shall otherwise use their respective best efforts to obtain Court approval and implement this Agreement. The procedure for obtaining Court approval of and implementing this Agreement shall be as follows:

A. Preliminary Approval

Class Counsel will submit this Agreement to the Court for preliminary approval. The Court's preliminary approval of this Agreement shall be embodied in an Order Granting Preliminary Approval of Class Action Settlement, which shall include the following: Certification of the Settlement Class for settlement purposes only; appointing Class Counsel for settlement purposes only; setting the Final Fairness and Approval Hearing; and approval for the Notice of Class Action Settlement, *infra*.

B. Notice of Settlement to Class Members

The Claims Administrator shall disseminate to Class Members, by first-class United States mail as described in this Section III(B), the Class Notice and the Opt-Out form, which the Parties will ask the Court to approve in the forms attached hereto as Exhibit A, and Exhibit B ("Opt-Out form").

1) Class Notice.

Notice shall be provided to Class Members in the following manner:

a. No later than thirty (30) days after the Court grants preliminary approval of this settlement, Defendant will provide the Claims Administrator with a list of all Class Members (the "Class List"). The Class List shall state the social security numbers and the last known home address for each such Class Member. The Class List shall also state the dates of employment worked by each such Class Member during the Class Period and/or PAGA Period as indicated in Defendant's respective records.

b. Within ten (10) days of receipt of the Class List from Defendant, the Claims Administrator shall mail the Notice of Class Settlement and the Opt-Out form by First-Class United States mail, postage prepaid, to the last known address of each Class Member, or, in the case of Class Members known to be deceased, to the legal representative of the estate.

c. The Claims Administrator shall also mail, with the Notice of Class Settlement, a Statement of Pay Periods in the form attached hereto as Exhibit C that will state the dates the recipient Class Member worked during the Class and/or PAGA Period, as indicated in Defendant's records, and the pay periods that each Class Member worked during the Class and/or PAGA Period.

d. With respect to those Class Members whose Notice of Class Settlement is returned as undeliverable, the Claims Administrator shall promptly attempt to obtain a valid mailing address by use of the Equifax NCOA ("National Change of Address") database search and skip trace. If another address is identified, the Claims Administrator shall immediately thereafter send the Class Notice and Opt-Out form by first class mail to the new address.

e. All costs associated with paying, processing and administering this Settlement, whether foreseen or not, shall be paid from the Gross Settlement Amount.

2) Declaration of Compliance.

No later than thirty (30) days before the Final Fairness and Approval Hearing, the Claims Administrator shall provide Defense Counsel and Class Counsel with a declaration attesting to completion of the notice process (except for any ongoing attempt to obtain valid mailing addresses for, and the re-sending of, any returned Class Notices), including the steps set forth in Section III(B) ("Declaration of Compliance"), which shall be filed with the Court by Class Counsel with the final approval motion.

Compliance with the procedures described in this Section shall constitute due and sufficient notice to Class Members of this proposed Settlement and the Final Fairness and

Approval Hearing, shall not be subject to objection or collateral attack by any person or entity, and shall satisfy the requirement of due process. Nothing else shall be required of, or done by, the Parties, Class Counsel, Defense Counsel, or the Claims Administrator to provide notice of the proposed Settlement and the Final Fairness and Approval Hearing.

C. Responses to Notice

This is an all-in, non-reversionary settlement, and each Class Member is entitled to receive an Individual Settlement Share, subject to the terms of this Agreement, without “opting in” to the settlement. Each Class Member has three (3) options: 1) do nothing, thereby participating in the settlement and releasing Released Parties as set forth herein; 2) request to be excluded; or 3) object to the settlement.

1) Option 1: Do Nothing.

By doing nothing, the Class Member becomes a Participating Class Member and will be entitled to participate in the settlement and receive his or her Individual Settlement Share and will be deemed to have released the Released Claims as to the Released Parties.

2) Option 2: Request for Exclusion from Settlement.

Any person who receives a Notice of Class Settlement may request to be excluded from the Class by submitting the postage pre-paid Opt-Out form (Exhibit B). Any such request must be made in accordance with the terms set forth in the Class Notice and will be timely only if postmarked no later than forty-five (45) days after the date of mailing of the Class Notice by the Claims Administrator (the “Response Deadline”). In the case of remailing, the Response Deadline will be extended by an additional 15 days. Class members cannot opt out of the PAGA settlement.

3) Option 3: Objections to Settlement.

Any Class Member wishing to object to the approval of this Settlement (“Objecting Class Member”) shall inform the Claims Administrator in writing of his or her intent to object (“Notice of Objection”) by following the procedure set forth in the Class Notice by the Response Deadline, or such number of days as the Court shall specify, before the date of the

Final Fairness and Approval Hearing. The Notice of Objection must be signed by the Objecting Class Member and state: (1) the name and case number of this matter; (2) the Objecting Class Member's name, address, and telephone number; (3) the basis for the objection, including all arguments, citations, and evidence supporting the objection; and (4) whether the objector intends to appear at the Final Fairness and Approval Hearing. By submitting a Notice of Objection, the Objecting Class Member will be deemed to have opted into the settlement and will be a Participating Class Member. Class Members may appear and speak at the Final Fairness and Approval Hearing regardless of whether they have submitted a written objection. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Settlement Class Members to file or serve written objections to the Settlement or appeal from the Order and Final Judgment. Settlement Class Members who opt-out are not entitled to object to the Settlement. Any Objection must be submitted by the same timeline as set forth by the Response Deadline – forty-five (45) days after the date of mailing of the Class Notice by the Claims Administrator, and in the case of remailing, the deadline will be extended by an additional 15 days.

4) Responses to Objections.

Counsel for the Parties shall file any response to the any Notice of Objections submitted by Objecting Class Members at least five (5) court days before the date of the Final Fairness and Approval Hearing. In the event of a Notice of Objection, Class Counsel will defend the Settlement in good faith, and Defendant may submit responses.

D. Final Fairness and Approval Hearing

On the date set forth in the Order Granting Preliminary Approval, which shall be approximately ninety (90) days after the mailing of the Notice of Class Settlement, a Final Fairness and Approval Hearing shall be held before the Court in order to review this Agreement and to consider any timely objections made and all responses by the Parties to such objections and determine whether the Court should give it final approval. At the Final Fairness and Approval Hearing, the Parties shall ask the Court to give final approval to this

Agreement. If the Parties' request for final approval is granted, a Judgment and Final Order Approving Settlement of Class Action substantially in the form attached hereto as Exhibit D ("Judgment and Final Order") shall be entered in the Action. Class Counsel shall furnish a copy of the Judgment and Final Order to the Claims Administrator within two (2) days of receipt of the Judgment and Final Order.

E. Settlement Calculations and Procedures

1) Settlement Amount and Uses.

The Gross Settlement Amount is Five Hundred Sixty-Five Thousand Dollars and Zero Cents (\$565,000.00) and shall include and cover all payments available under this Agreement to the Settlement Class (inclusive of wages, penalties, and interest), Attorneys' Fees in the amount equal to one-third (1/3) of the Gross Settlement Amount (\$188,333.33) plus expenses, Claims Administrator costs anticipated not to exceed \$20,000, the PAGA Allocation in the amount of \$10,000 (with 75% going to the LWDA, and 25% going to Aggrieved Employees), and a Service Award to Plaintiff in the amount of \$10,000.00. Employer-side payroll taxes (to the extent required) shall be paid separately by Defendant. The Gross Settlement Amount, and employer-side payroll taxes (if any), shall be funded to the Claims Administrator within (14) days of the Effective Date.

2) Claims Administration Costs.

All costs incurred by the Claims Administrator in connection with administering this Settlement are to be paid from the Gross Settlement Amount. The costs of the Claims Administrator are estimated not to exceed Twenty Thousand Dollars (\$20,000). This amount shall cover all of the Claims Administrator's duties, which shall include disbursing the Net Settlement Amount and the PAGA Allocation, calculating and forwarding all employee-side tax obligations, and communicating with all Parties, performing custodial and accounting functions, preparing, translating, tracking, issuing, and mailing (with the Parties' approval) any and all notices or reminders to Class Members and/or Participating Class Members; all costs and fees associated with computing, processing, reviewing, issuing, and paying the

Service Award, the distribution of the Settlement Fund, payment interest, employee-side taxes, and any other payments to be made from the Gross Settlement Amount; all costs and fees associated with preparing any tax returns and any other filings required by any governmental taxing authority or agency; all costs and fees associated with preparing any other notices, reminders, reports, or filings to be prepared in the course of administering disbursements of the Net Settlement Amount; and any other costs and fees incurred and/or charged by the Claims Administrator in connection with the execution of its duties under this Agreement.

3) Attorneys' Fees and Expenses.

Subject to Court approval, Class Counsel will be paid Attorneys' Fees in the amount of \$188,333.33, plus up to \$20,000 for expenses. The Attorneys' Fees and expenses shall be paid out of the Gross Settlement Amount. Class Counsel shall serve Defendant with copies of all documents submitted in support of their fee allocation before they are filed with the Court. Any amount not approved by the Court will revert to the Settlement Fund to be split *pro rata* between the Participating Class Members. The Court-ordered Attorneys' Fees and expenses shall be due and payable within ten (10) days after the Settlement is funded to the Claims Administrator.

4) Service Award Payable to Plaintiff.

Subject to Court approval, Plaintiff shall receive a Service Award of Ten Thousand Dollars (\$10,000). The Service Award shall be payable no later than twenty (10) days after the Settlement is funded to the Claims Administrator. The Claims Administrator will report the Service Award on a Form 1099, which it will provide to Plaintiff and to the pertinent taxing authorities as required by law.

5) Individual Settlement Shares Payable to Participating Class Members.

The Claims Administrator shall distribute to each Participating Class Member his or her Individual Settlement Share. No more than 20% of each Individual Settlement Share shall represent wages, and no more than 80% shall represent interest and penalties.

6) PAGA Allocation.

The Parties allocate Ten Thousand Dollars (\$10,000) for penalties under PAGA (“PAGA Allocation”), which shall be distributed as follows: 25% (\$2,500) to Aggrieved Employees on a pro rata basis, in addition to each Aggrieved Employee’s Individual Settlement Share; and 75% (\$7,500) to the LWDA as Penalties.

The Claims Administrator will calculate each Individual PAGA Share by (a) dividing the amount of the Aggrieved Employees’ 25% share of PAGA Penalties (\$2,500.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee’s Individual PAGA Pay Period(s).

7) Individual Settlement Share.

Each Individual Settlement Share is calculated by dividing the number of the Class Member’s Qualifying Pay Periods by the total number of Qualifying Pay Periods for the Class Period, multiplied by the Net Settlement Amount, as reflected in the following formula:

$$\frac{\text{Individual Participating Class Member's Qualifying Pay Periods}}{\text{All Participating Class Members' Qualifying Pay Periods}} \times \text{Net Settlement Amount}$$

8) Re-Allocation.

Any funds that were allocated to Class Members who timely opt out of the settlement will be re-allocated to Participating Class Members on a *pro rata* basis as set forth above.

9) Interest and Penalties Allocation.

The portion of each Individual Settlement Share representing interest and/or penalties will each be reported on a Form 1099 provided to each Participating Class Member, with the required copies of the Form 1099’s provided to the pertinent taxing authorities.

10) No Spillover of Residuals.

To the extent there are any payments made to Participating Class Members that remain uncashed one hundred eighty (180) days after mailing, the Parties agree that these amounts shall be transmitted by the Class Administrator to CASA of Tulare County as a *cypres* recipient, thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

11) No Additional Contribution by Defendant.

Defendant's monetary obligations under this Agreement are limited to the Gross Settlement Amount, with the exception of employer side payroll expenses (if any). Defendant may not be called upon or required to contribute additional monies above the Gross Settlement Amount under any circumstances, unless the Escalation Clause in Section (III)(E)(17) is triggered. All costs and expenses arising out of or in connection with the performance of this Agreement shall be paid from the Gross Settlement Fund, with the exception of employer side payroll expenses (if any). Neither this Agreement nor payment and/or receipt of any Individual Settlement Share shall trigger any other obligation, right, wage, bonus, or entitlement. The amounts paid under this Agreement do not represent a modification of any previously-credited hours of service under any employee benefit plan, policy, or bonus program sponsored by any Defendant. Payment of the Individual Settlement Shares shall not form the basis for additional contributions to, benefits under, or any other monetary entitlement under, benefit plans (self-insured or not) sponsored by Defendant. Any payments made under the terms of this Agreement shall not be applied retroactively, currently, or on a going forward basis as salary, earnings, wages, or any other form of compensation for the purposes of any of Defendant's benefit plan, paid vacation policy, calculations, other policy, or bonus program. Defendant retains the right to modify the language of its benefit plans, policies, and bonus programs to effect this intent and to make clear that any amounts paid pursuant to this Agreement are not for "hours worked," "hours paid," "hours of service," or any similar measuring term as defined by applicable plans,

policies, and bonus programs for purpose of eligibility, vesting, benefit, accrual, or any other purpose, and that additional contributions or benefits are not required by this Agreement.

12) Termination of the Agreement.

In the event that this Agreement is canceled, rescinded, terminated, voided, or nullified, however that may occur, or the Settlement of the Action is barred by operation of law, or invalidated, or ordered not to be carried out by a court of competent jurisdiction, Defendant will cease to have any obligation to fund any portion of the Gross Settlement Amount.

13) Calculation of Qualifying Pay Periods.

Defendant will calculate and provide the Qualifying Pay Periods for each Class Member based on dates of commencement of work, and, if applicable, dates of cessation of work.

14) Resolution of Disputes.

Any Class Member who disputes the Qualifying Pay Periods shown on his or her Class Notice regarding the total number of weeks he or she worked during the Class and/or PAGA Period may indicate and explain such disagreement within forty-five (45) days of the mailing of the Notice of Class Settlement. In the case of re-mailing, the deadline to give notice of any such disagreement will be extended by an additional 15 days. Any such Class Member must submit any documentation relating to his or her dispute. The Claims Administrator shall notify Defense Counsel and Class Counsel of any such dispute no later than two (2) business days after receiving notice of the dispute. The Claims Administrator shall attempt to resolve the disagreement and may request any information or assistance from Defense Counsel and/or Class Counsel that the Claims Administrator, in its sole discretion, believes may assist it in resolving the disagreement. However, Defendant's records will be used to make any final determination and will be controlling. The Parties and their counsel shall use their best efforts to ensure that any and all such disputes are resolved before the Effective Date.

15) Payment of Individual Payment Amounts.

Within ten (10) days after the Settlement is funded to the Claims Administrator, and any and all errors or disputes regarding the total Qualifying Pay Periods by all Class Members have been resolved, the Claims Administrator shall 1) calculate the final Individual Settlement Share to be paid to each Participating Class Member and 2) prepare a Final Statement of Individual Payment Amounts for each. The mailing shall be by first-class United States mail to the last known mailing address of each Participating Class Member.

16) Extension of Time to Pay and/or Process Claims.

Should the Claims Administrator need more time than is provided under this Agreement to complete any of its obligations as set forth in this Agreement, the Claims Administrator may request such additional time in writing (including an explanation of the need for additional time) from Defense Counsel and Class Counsel, which shall not be unreasonably withheld. If Defense Counsel and Class Counsel do not agree in writing to the Claims Administrator's request for additional time, the Claims Administrator may seek such additional time from the Court.

17) Increase of Class Size.

Defendant estimated that there were 26,000 pay periods through the date of mediation. Defendant agrees that any increase in the number of pay periods by more than 10%, as reflected in confirmatory discovery and/or the Class List provided to the Administrator during Administration, will result in a proportionate increase in the Net Settlement Amount for each additional Class Member. Specifically, for every Qualifying Pay Period above 28,600, Defendant will have the option to either increase the Gross Settlement by the following formula: $\frac{1}{28,600}$ (the proportion of the increase over 28,600) * \$565,000 (the Gross Settlement Amount), for a total of \$19.76 per Qualifying Pay Period above 28,600 ("Escalator Provision"); or to limit to time period for releases proportionately.

IV. LIMITATIONS ON USE OF THIS SETTLEMENT

A. No Admission

Neither the acceptance nor the performance by Defendant of the terms of this Agreement nor any of the related negotiations or proceedings is or shall be claimed to be, construed as, or deemed to be an admission by Defendant of the truth of any of the allegations in the Operative Complaint, the representative character of the Action, the validity of any of the claims that were or could have been asserted by Plaintiffs and/or Class Members in the Action, or of any liability or guilt of Defendant in the Action.

B. Non-Evidentiary Use

Neither this Agreement nor any of its terms shall be admissible or useable in discovery in any adversary proceeding or any litigation whatsoever, provided, however, that nothing contained in this Section shall prevent this Agreement from being used, offered, or received in evidence in any proceeding to enforce, construe, or finalize this Agreement in the Action.

C. No Collateral Attack

This Agreement shall not be subject to collateral attack by any Class Member or any recipient of the Notice of Class Settlement after the Judgment and Final Order described herein is entered. Such prohibited collateral attacks shall include but not be limited to claims that the Qualifying Pay Periods attributed to the Class Member was erroneous or that the Class Member failed for any reason to receive timely notice of the procedure for disputing the calculation of his or her Individual Settlement Share.

D. Nullification

1) If (a) the Court should for any reason fail to certify a class for settlement; or (b) the Court should for any reason fail to approve this Settlement in the form agreed to by the Parties; or (c) the Court should for any reason fail to enter the Judgment and Final Order; or (d) the Judgment and Final Order is reversed, modified, or declared or rendered void, then (i) this Agreement shall be considered null and void, (ii) neither this Agreement nor any of the related negotiations or proceedings shall be of any force or effect, (iii) all Parties to this

Agreement shall stand in the same position, without prejudice, as if the Agreement had been neither entered into nor filed with the Court, (iv) this Agreement shall not be admissible or usable in discovery in any adversarial proceeding or in any litigation whatsoever, including this Action, and (v) Class Counsel shall make repayment of any disbursements it received from the Settlement Fund.

2) Invalidation of any material term of this Agreement shall invalidate this Agreement in its entirety unless the Parties shall subsequently agree in writing that the remaining provisions shall remain in full force and effect.

3) In the event that for any reason unrelated to a Defendant's failure to pay Gross Settlement Amount, the final distribution of the Settlement Fund does not occur (for example, because this Agreement and/or the Judgment and Final Order is modified or reversed on appeal), the entire Settlement Fund shall remain the sole property of Defendant and any sums previously paid or distributed shall be returned to Defendant (minus any administrative expense and fees incurred by the Claims Administrator).

4) In the event of a timely appeal from the Judgment and Final Order, the Judgment and Final Order shall be stayed, and the Net Settlement Amount shall not be distributed to Class Members pending the completion of the appeal.

V. RELEASES

A. Class Releases

It is the desire of the Parties to fully, finally, and forever settle, compromise, and discharge disputes and claims, including, but not limited to, claims that were asserted or could have been asserted at any time in the Action based on the facts alleged in the Complaint. Except for Class Members who submit a timely opt out from the settlement, upon entry of the Judgment and Final Order in the Action, Plaintiff and every Participating Class Member shall be bound by this Agreement, and their benefits, rights, and remedies are limited as provided herein. Plaintiff and each and every Participating Class Member shall be deemed to have, and by operation of the Judgment and Final Order, shall, fully, finally,

and forever released, relinquished, and discharged each and all of the Released Parties from the Released Claims.

Every Class Member who does not submit a timely Request for Exclusion from the Class shall be deemed to have acknowledged that this Agreement is intended to include in its effect all Released Claims about which the Class does not know or suspect to exist in its favor at the time of the final approval of this Agreement. For the avoidance of doubt, the Parties agree that, except as provided herein with respect to the Individual Release by Plaintiff, the Participating Class Members' waiver of rights and benefits does not apply to claims not encompassed in the Released Claims. Plaintiff, the Class, and every Participating Class Member shall be deemed to have acknowledged and agreed that: 1) Class claims for overtime compensation, minimum wages, wages for all hours worked, statutory and civil penalties, and any other payments and/or penalties in the Action are disputed; and 2) the payments set forth above constitute full payment of any amounts allegedly due. Plaintiff and the Participating Class Members thus shall be deemed to have acknowledged and agreed that California Labor Code § 206.5 is not applicable to the Parties hereto. That section provides in pertinent part as follows:

An employer shall not require the execution of any release of a claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of those wages has been made.

B. Plaintiff's Individual Release

Plaintiff releases the Released Parties from any and all claims that Plaintiff had, or may have, against them related to or arising from Plaintiff's employment with Defendant ("Plaintiff's General Release"). Plaintiff acknowledged that Plaintiff may discover facts and/or law different from and/or in addition to the facts and/or law that Plaintiff now knows or believes to be true, but agrees, nonetheless, that Plaintiff's General Release shall be and remain effective in all respects notwithstanding the existence of such different and/or additional facts and/or law or Plaintiff's discovery of them. Plaintiff's General Release does

not extend to any claims or actions to enforce the Settlement, to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time, to any claims that are not releasable as a matter of law or public policy, or to any claims arising after the date of Plaintiff's respective signature on the Agreement.

Section 1542 Waiver. For purposes of Plaintiff's General Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of California Civil Code section 1542, which reads:

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

C. PAGA Release

The Labor Workforce Development Agency, State of California, in addition to all Aggrieved Employees, and Plaintiff Carlos Amezola, as proxy for the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, Defendant from all claims for civil penalties under the Labor Code pursuant to PAGA during the PAGA Period, that were alleged, in the PAGA Notice submitted by Plaintiff to the LWDA on or about September 20, 2024, and/or in the complaint attached thereto in LWDA Case No. LWDA-CM-1051712-24. The PAGA release shall be given full res judicata and collateral estoppel effect upon entry of the judgment in this Action so as to bar the LWDA and any other individual or entity from filing or pursuing the Released PAGA Claims against Defendant in any forum.

VI. MISCELLANEOUS PROVISIONS

A. Amendments

The terms and provisions of this Agreement may be amended only by a written agreement, approved by this Court, that is signed by the Plaintiff, Class Counsel, Defendant and Defense Counsel who executed this Agreement.

B. Assignment

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

C. Governing Law

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

D. Entire Agreement

This Agreement, including the Exhibits referred to herein, which form an integral part hereof, contains the entire understanding of the Parties with respect to the subject matter contained herein. In case of any conflict between text contained in Articles I through VI of this Agreement and text contained in Exhibits to this Agreement, the former shall be controlling. There are no restrictions, promises, representations, warranties, covenants, or undertakings governing the subject matter of this Agreement other than those expressly set forth or referred to herein. This Agreement supersedes all prior agreements and understandings among the Parties hereto with respect to the settlement of the Action.

E. Waiver of Compliance

Any failure of any party, Defense Counsel, and/or Class Counsel to comply with any obligation, covenant, agreement, or condition herein may be expressly waived in writing, to the extent permitted under applicable law, by the party or parties and their respective counsel

entitled to the benefit of such obligation, covenant, agreement, or condition. A waiver or failure to insist upon strict compliance with any representation, warranty, covenant, agreement, or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

F. Counterparts

This Agreement, and any amendments hereto, may be executed in any number of counterparts and any party and/or their respective counsel may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. It shall not be necessary in making proof of this Agreement or any counterpart hereof to produce or account for any of the other counterparts.

G. Attorneys' Fees and Costs

Neither Class Counsel nor any other attorneys acting for, or purporting to act for, the Class, Class Members, or Plaintiffs may recover or seek to recover any amounts for fees, costs, or disbursements from the Released Parties or the Settlement Fund except as expressly provided herein.

H. Meet and Confer Regarding Disputes

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

I. Jurisdiction of the Court

The Parties agree that this Settlement Agreement shall be enforceable by the Court pursuant to California Code of Civil Procedure section 664.6. The Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel submit to the jurisdiction of the Court for purposes of interpreting,

implementing, and enforcing the settlement embodied in this Agreement and all orders and judgments entered in connection therewith.

EXECUTION BY PARTIES

Dated: May 1, 2026

KAWNEER COMPANY, INC.

By: 

Its: Vice President & Secretary

Dated: _____

By: _____
CARLOS AMEZOLA

implementing, and enforcing the settlement embodied in this Agreement and all orders and judgments entered in connection therewith.

EXECUTION BY PARTIES

Dated: _____

KAWNEER COMPANY, INC.

By: _____

Its: _____

Dated: 05/04/2026

By: *Carlos Amezola*
Carlos Amezola (May 4, 2026 16:18:06 PDT)
CARLOS AMEZOLA

SETTLEMENT AGREEMENT AND RELEASE

EXHIBIT A

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF TULARE

CARLOS AMEZOLA, individually and on behalf
of all others similarly situated,

Case No.
VCU313248

Plaintiff,

Assigned to Hon. David C. Mathias

vs.

KAWNEER COMPANY, INC.; and DOES 1 to
50, inclusive,

Defendants.

NOTICE OF PENDENCY OF CLASS ACTION AND PROPOSED SETTLEMENT

I. WHY DID I GET THIS NOTICE?

You are receiving this notice because our records indicate that you do, or did, work for KAWNEER COMPANY, INC. (“Defendant”) in California, and your wages were between September 20, 2020 and [date]. This Notice explains that the Superior Court of the State of California for the County of Tulare has granted preliminary approval of a class action settlement that may affect you. You have legal rights and options that you may exercise at this time, so please read this Notice carefully.

II. WHAT IS THIS CLASS ACTION LAWSUIT ABOUT?

Plaintiff Carlos Amezola (“Plaintiff”) filed a lawsuit against Defendant Kawneer Company, Inc. (“Defendant”) in this Court *Case No. VCU313248* alleging that he and other non-exempt employees were (1) not paid proper wages (including minimum wages, OT wages, off the clock wages, and upon termination of employment) and (2) not provided proper meal and rest breaks. He also alleged that Defendant did not provide proper wage statements. By doing so, Plaintiff claimed that Defendant engaged in unfair competition and that he and other similarly situated employees were entitled to recover penalties under the California Labor Code Private Attorneys General Act (“PAGA”). Plaintiff alleged further that he was entitled to damages, liquidated damages, penalties, attorneys’ fees, and costs of litigation, among other remedies.

Defendant has denied and continues to deny all of Plaintiff’s allegations and contends that it has paid its non-exempt employees fairly and in full compliance with all California labor laws.

The Court has not determined whether Plaintiff’s allegations have any merit. However, after good faith negotiations and for the purpose of avoiding the time and expense of further litigation, the ultimate outcome of which is uncertain, and to provide a fair and reasonable resolution of this legal dispute, Plaintiff and Defendant have agreed to settle the lawsuit by paying a Gross Settlement Amount of \$565,000.00 to resolve the claims listed above.

Nothing in the Settlement is intended or will be construed as an admission by Defendant that Plaintiff's claims have merit or that it has any liability to Plaintiff or the class. The parties and their counsel have determined that the Settlement is fair, reasonable, and adequate and is in the best interests of the class members.

III. WHO IS INCLUDED IN THE CLASS ACTION?

You are included in the Settlement Class if you fall within the following definition: All individuals who are currently or have been employed, or worked, in California by Defendant as a non-exempt employee from September 20, 2020 through [date of entry of Prelim Approval Order] ("Class Period"), and whose working conditions are not controlled by a collective bargaining agreement.

IV. WHAT DOES THE PROPOSED SETTLEMENT PROVIDE?

Defendant has agreed to pay a Gross Settlement Amount of \$565,000.00. A Settlement Administrator has been appointed to administer the Settlement. The Settlement Administrator will pay from the \$565,000.00: (a) the Class Representative Payment to Carlos Amezola in the amount of up to Ten Thousand Dollars and Zero Cents (\$10,000.00); (b) Class Counsel's attorneys' fees in an amount up to one third (1/3) of the Gross Settlement Amount – approximately One Hundred Eighty-Eight Thousand, Three Hundred and Thirty Three Dollars and Thirty Three Cents (\$188,333.33), incurred or to be incurred in this Action, including any appeals; (c) costs and expenses associated with the lawsuit in an amount of up to Twenty Thousand Dollars (\$20,000.00), incurred or to be incurred in this lawsuit, including any appeals; (d) the fees and expenses of the Claims Administrator, estimated at Twenty Thousand Dollars and Zero Cents (\$20,000.00) and subject to reduction or increase to correspond with the actual fees and expenses incurred; (e) Ten Thousand Dollars and Zero Cents (\$10,000.00) in recognition of the release of claims pursuant to the Private Attorney Generals Act ("PAGA"), 75% of which (\$7,500) designated to go to the California Labor and Workforce Development Agency, and 25% of which (\$2,500) to the Aggrieved Employees, and (f) the remainder of approximately Three Hundred and Sixteen Thousand, Six Hundred and Sixty Six Dollars and Sixty Seven Cents (\$316,666.67) which is the estimated Maximum Settlement Distribution Amount to all Class Members. The "Aggrieved Employees" under the Settlement are all current and former non-exempt employees of any Defendant who worked in California at any time during the PAGA Period. The "PAGA Period" is September 20, 2023, through [date of entry of Prelim Approval Order]. Any unclaimed settlement payments will be distributed to Public Justice as a *cy pres* award.

1. **Settlement Payments:** Your individual share of the Settlement will be based on the number of pay periods you worked for KAWNEER COMPANY, INC. during the relevant Class Period. The amount of money you receive will be based on the size of your share in comparison to the size of all Class Members' shares combined.
2. **Release of Claims:** If you do not exclude yourself from the Settlement (according to the procedures explained below), you, on behalf of yourself and your current, former, and future heirs, executors, administrators, attorneys, agents, and assigns, will fully and finally release KAWNEER COMPANY, INC. and their parents, predecessors, successors, subsidiaries, affiliates, partners, assigns, and trusts, and all of their employees, officers, agents, attorneys, stockholders, fiduciaries, other service providers, and assigns (collectively hereinafter the "Releasees"), from any and all claims, demands, rights, liabilities, and/or causes of action asserted at any time in the Action based on the facts or laws alleged in the Complaint. Specifically, this includes any claims that, during the Class Period and or PAGA Period, Defendant: 1) failed to pay wages, including minimum wages; 2) failed to pay overtime and/or double-time wages; 3) failed to provide timely, full, and uninterrupted rest breaks or a penalty payment in lieu thereof; 4) failed to provide timely, full, and uninterrupted meal periods or a penalty payment in lieu thereof; 5) failed to provide accurate

itemized wage statements; 6) failed timely to pay wages or pay all wages due upon termination of employment; 7) failed to provide restitution for unpaid sums; 8) failed to maintain accurate records; 9) failed to pay for work off the clock; 10) violated the Unfair Competition Law, Bus. & Prof. Code § 17200, *et seq.*; and 11) owed penalties pursuant to PAGA, Labor Code § 2698, *et seq.*, including under Labor Code § 226.8 and § 558, predicated on any of the Labor Code sections identified in Plaintiff's PAGA Notice letter and attached complaint thereto. (collectively, the "Released Claims"). Except as set forth above, Released Claims does not include any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period. The period of the Released Claims for Class Members shall cover the Class Period and for Aggrieved Employees the PAGA Period. The Parties agree that the judgment, and release of claims provided herein, shall have *res judicata* effect.

This means that if you participate in this Settlement, you cannot bring any claims against Defendant, for wages or other payments described above for any work your performed for them during the Class Period. This release does not bar you from bringing a tort claim or claim relating to wrongful termination and/or employment discrimination.

V. WHAT ARE MY OPTIONS?

A. You May Accept Your Share of the Settlement

You will receive a Settlement Share and be bound by the terms of the Settlement and any final Judgment that may be entered by the Court, and you will be considered to have released the claims against Defendant and the other released parties described in the Settlement **unless you submit a timely request to be excluded as described below.**

If you wish to accept your settlement, but do not agree with the number of pay periods stated on the attached Information Sheet or wish to correct any information on the Information Sheet, you should provide the corrected information by completing and returning the attached Information Sheet. If you dispute the number of pay periods, write down the beginning and ending dates you worked for KAWNEER COMPANY, INC. during the Class Period. Return the Information Sheet and any documents to support your position by mail to the Settlement Administrator, **Carlos Amezola v. Kawneer Company, Inc. – Settlement Administrator, c/o Rust Consulting, [ADDRESS], [CITY], [STATE] [ZIP]**. The Settlement Administrator will read the documents both you and Defendant provide and make the final determination of the amount of your settlement share.

Please note that it is your obligation to keep the Settlement Administrator informed of any changes in your mailing address until your Settlement Share is received, should final approval of the Settlement be granted. Changing your mailing address and not letting the Settlement Administrator know may prevent you from receiving your Settlement Share.

B. You May Exclude Yourself from the Settlement

Any Class Member who does not wish to participate in the Settlement and instead wishes to be excluded from the Settlement and any final judgment that may be entered by the Court, **must mail a letter to the Settlement Administrator postmarked on or before [REDACTED], 2026] to the following address:**

Carlos Amezola v. Kawneer Company, Inc. – Settlement Administrator
c/o Rust Consulting.
[ADDRESS]
[CITY, STATE, ZIP]
1 (800) 000-0000

The letter must state that you are requesting to exclude yourself from the Settlement and must include your name, address, telephone number, and signature. A Class Member who properly submits a valid and timely request to be excluded from the Settlement: (1) will not receive any payment of any kind in connection with this Settlement (expect for his/her share of the PAGA penalties); (2) will not be bound by or receive any benefit of this Settlement; (3) will have no right to object to the Settlement or be heard at any hearing scheduled for the Court’s consideration of the Settlement; and (4) may at their own expense individually pursue any claims he or she may have against KAWNEER COMPANY, INC.

Even if you request to be excluded (opt out) of the class action portion of this Settlement, you **cannot opt out of the settlement of claims under the California Labor Code Private Attorneys General Act of 2004 (“PAGA”)**.

The PAGA claims in this Action are brought on behalf of the State of California, and the settlement and release of PAGA claims will be **binding on all Aggrieved Employees**, regardless of whether they opt out of the class settlement. By operation of law, no individual has the right to opt out of the PAGA settlement.

C. You May Object to the Settlement

Any Class Member who does not request to be excluded from the Settlement may, if the person wishes, object to the terms of the Settlement before final Court approval by filing a written objection. If the Court rejects your objection, however, you will still be bound by the terms of the Settlement. To object, you must file a written objection with the Court, send the objection to all counsel at the addresses listed below, and send the objection to the Settlement Administrator:

To Court

Clerk of Court
Tulare Superior Court
Re: *Carlos Amezola v. Kawneer Company, Inc.*
Case No. VCU313248
221 S. Mooney Boulevard
Visalia, CA 93291

To Settlement Administrator

Carlos Amezola v. Kawneer Company, Inc.
Settlement Administrator
c/o Rust Consulting
[ADDRESS]
[CITY, STATE ZIP]

To Class Counsel:

Todd M. Friedman
Adrian R. Bacon
Meghan E. George
Matthew R. Snyder
Law Offices of Todd M. Friedman, P.C.
23586 Calabasas Rd., Suite 105
Calabasas, CA 91302

Phone: 323-306-4234

Adib Assassi
Veronica Cruz
Assassi & Cruz Law Firm, PC
1100 W. Town and Country Rd., Suite 1250
Orange, CA 92868
Phone: 800-500-0301

To Defense Counsel:

Ivy Fitzgerald
Matthew Maler
Littler Mendelson P.C.
5200 North Palm Ave., Suite 302
Fresno, CA 93704

Any written objection must state your full name, address, and the dates of your employment at KAWNEER COMPANY, INC. Your written objection must also state the basis for your objection(s) and any legal support in clear and concise terms. The written objection must also state whether you intend to appear and object at the Final Approval Hearing. To be valid and effective, the Court and Counsel must receive any written objection along with any notice of intent to appear at the Final Approval Hearing no later than [REDACTED], 2026 **[forty five (45) days after Class Notice, plus 15 days in the event of remailing]**. If the Court denies your objection, you will be bound by any Judgment with respect to the Settlement, and you will release the Defendant from legal claims as described above and in the Stipulation of Class Action Settlement on file with the Court.

D. You Can Do Nothing

If you do nothing in response to this Notice, you will receive your Settlement Share for your portion of the Settlement, and you will be bound by any Judgment entered with respect to the Settlement, and you will release Defendant from legal claims as explained above and in the Stipulation for Class Action Settlement on file with the Court.

VI. FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a Final Approval Hearing on [REDACTED], 2026, at [REDACTED] in Dept. 23 of the Tulare County Superior Court, located at 221 S. Mooney Boulevard, Visalia, CA 93291, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve the requests for payments to the California Labor and Workforce Development Agency (for PAGA), payment of the Class Representative's service award, Class Counsel's Attorneys' Fees and Expenses Payment, payment to the Settlement Administrator, and payments to all Class Members.

The hearing may be continued without further notice to the Settlement Class. **It is not necessary for you to appear at this hearing, but you may appear and be heard at the hearing at your option.**

VII. ADDITIONAL INFORMATION

This Notice contains a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you should read the Class Action Settlement Agreement which is on file with the Clerk of the Court. The pleadings and other records in this litigation, including the Stipulation, may be examined during regular business hours at the Office of the Clerk of the Tulare County Superior Court, located at 221 S. Mooney Boulevard, Visalia, CA 93291.

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS. ANY QUESTIONS SHOULD BE DIRECTED TO CLASS COUNSEL OR THE SETTLEMENT ADMINISTRATOR LISTED ABOVE.

APPROVED BY ORDER OF THE COURT

SETTLEMENT AGREEMENT AND RELEASE

EXHIBIT B

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF TULARE**
Carlos Amezola v. Kawneer Company, Inc.
Case No.: VCU313248

OPT-OUT FORM

I WISH TO BE EXCLUDED FROM THE CLASS SETTLEMENT IN THE CASE OF *CARLOS AMEZOLA, INDIVIDUALLY AND ON BEHLF OF ALL OTHERS SIMILARLY SITAUTED V. KAWNEER COMPANY, INC. AND DOES 1 TO 50, INCLUSIVE*, I UNDERSTAND THAT BY REQUESTING EXCLUSION FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY SHARE OF THE CLASS SETTLEMENT BENEFITS. I confirm that I have received written notice of the proposed settlement in this action. I have decided to exclude myself from the Settlement Class and not participate in any portion of the proposed class settlement.

Date:

Signature:

Printed Name:

Street Address:

City, State, Zip Code:

**THIS FORM MUST BE COMPLETED AND SENT VIA U.S. MAIL WITH A POSTMARK
DATED NO LATER THAN _____ TO:**

**CLAIMS ADMINISTRATOR
ADDRESS
CITY, STATE ZIP
TOLL FREE TELEPHONE**

SETTLEMENT AGREEMENT AND RELEASE

EXHIBIT C

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

CASE NO. VCU313248

Carlos Amezola v. Kawneer Company, Inc.

CLASS MEMBER SETTLEMENT INFORMATION SHEET

TO ENSURE RECEIPT OF YOUR SHARE OF THE SETTLEMENT AMOUNT IN THE
CARLOS AMEZOLA V. KAWNEER COMPANY, INC., CLASS ACTION, PLEASE REVIEW THE INFORMATION BELOW TO
CONFIRM THAT YOUR CONTACT AND PERSONNEL INFORMATION IS CORRECT.

IF THIS INFORMATION IS ACCURATE, DO NOT RETURN THIS SHEET.

«Barcode» «BarcodeString»
SIMID «SIMID»
«FirstName» «LastName»
«Address1» «Address2»
«City» «Abbrev» «Zip»

IF THE INFORMATION BELOW IS NOT CORRECT, PROVIDE CORRECTED INFORMATION, DATE AND SIGN THIS
SHEET AT THE BOTTOM OF THE NEXT PAGE, AND MAIL IT, POSTMARKED NOT LATER THAN [REDACTED], 2026, TO:

Carlos Amezola v. Kawneer Company, Inc.

[Address]

[City], [State] [Zip]

Tel: [Phone]

Fax: [Fax]

Email: [REDACTED]@[REDACTED].com

PERSONNEL INFORMATION FOR CLASS MEMBER RECEIVING THIS NOTICE

Name: «FirstName» «LastName»

Mailing Address: «Address1» «Address2» «City» «Abbrev» «Zip»

Total Number of All Class Members' Pay Periods: [REDACTED]

Total Number of Pay Periods worked for Kawneer Company, Inc. between September 20, 2020 and [date] (excluding periods of
leaves of absence and vacation): «MERGED_WW_CALC»

Estimated share of Settlement Based on Pay Periods: «MERGED_EstSettAmnt_CALC»

IF ANY OF THE INFORMATION SHOWN ABOVE IS NOT CORRECT, PLEASE DESCRIBE BELOW ON THE CORRECTED
INFORMATION SHEET. IF YOU ARE DISPUTING YOUR NUMBER OF WORKWEEKS, STATE WHAT YOU BELIEVE TO
BE THE CORRECT NUMBER OF WORKWEEKS AND ATTACH ANY SUPPORTING DOCUMENTATION.

Corrected Information	
Corrected Name	
Corrected Mailing Address:	
Corrected number of Pay Periods Worked for Kawneer Company, Inc. between September 20, 2020 through [date] (exclude periods of leaves of absence and vacation):	

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Signed
on _____.

(Signature)

PLEASE REMEMBER: YOU MUST INFORM THE SETTLEMENT ADMINISTRATOR OF ANY CHANGE TO YOUR
MAILING ADDRESS BEFORE YOU RECEIVE YOUR SETTLEMENT SHARE. FAILURE TO UPDATE YOUR MAILING
ADDRESS MAY PREVENT YOU FROM RECEIVING YOUR SETTLEMENT SHARE.

SETTLEMENT AGREEMENT AND RELEASE
EXHIBIT D

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF TULARE

CARLOS AMEZOLA, individually and
on behalf of all others similarly situated,

Plaintiffs,

vs.

KAWNEER COMPANY, INC.; and
DOES 1-50, inclusive,

Defendants.

Case No.: VCU313248

[PROPOSED] FINAL JUDGMENT

Date: [Date]

Time: [Time]

Dept.: 01

Honorable David C. Mathias

The Parties, consisting of Named Plaintiff Carlos Amezola, and Defendant Kawneer Company, Inc., having settled this action and the Court having entered a Final Approval Order on [Date] and good cause appearing therefor,

IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:

1. This Judgment incorporates by reference the definitions in the Class Action Settlement Agreement ("Settlement Agreement") and all terms defined therein shall have the same meaning as set forth in the Settlement Agreement.

2. Judgment is hereby entered whereby Named Plaintiff and all Settlement Class Members shall take nothing from Defendant except as expressly set forth in the Settlement Agreement and the Final Approval Order.

1 3. Without affecting the finality of the Final Approval Order and Judgment in any way,
2 and pursuant to California Code of Civil Procedure section 664.6, the Court shall retain jurisdiction to
3 construe, interpret, implement, and enforce the Settlement Agreement, to hear and resolve any
4 contested challenge to a claim for Settlement benefits, and to supervise and adjudicate any dispute
5 arising from or in connection with the distribution of Settlement benefits.

6 4. Each Party shall bear its own attorneys' fees and costs, except as otherwise provided in
7 the Settlement Agreement and the Final Approval Order.

8 5. The Court finding that each Settlement Class Member has released and is hereby
9 permanently barred from filing or prosecuting any of the Settlement Class Members' Released Claims
10 against the Defendant and all of the Released Parties. The Court further finds and orders that the
11 settlement of claims brought pursuant to the California Labor Code Private Attorneys General Act of
12 2004 ("PAGA"), as set forth in the Settlement Agreement, is fair, reasonable, and adequate, and is
13 hereby finally approved pursuant to California Labor Code section 2699. PAGA Claims brought on
14 behalf of all Aggrieved Employees are hereby also released.

15 6. The Named Plaintiff has released and is hereby permanently barred from filing or
16 prosecuting any of the General Released Claims against the Defendant and all of the Released Parties.
17 **IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH ENTERED**
18 **ACCORDINGLY.**

19
20 Date: _____, 2026

21 Hon. David C. Mathias
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