

CLASS AND PAGA ACTION SETTLEMENT AGREEMENT AND RELEASE

1. This Class and PAGA Action Settlement Agreement and Release (the “Settlement Agreement,” “Settlement” or “Agreement”) is entered into between Plaintiffs Buddy Sims, Ernesto Ortiz, and Thaddeus Philyaw (collectively “Plaintiffs”), individually and on behalf of all other similarly-situated persons, and Defendant Mass Precision, Inc. (“Defendant”), subject to the approval of the Court. Plaintiffs and Defendant are collectively referred to as the “Parties.”

DEFINITIONS

2. The following terms used in this Settlement Agreement shall have the meanings ascribed to them below:

a. “Actions” means *Sims v. Mass Precision, Inc.*, Superior Court of California, County of Santa Clara, Case Number 21CV375211 and *Philyaw v. Mass Precision, Inc.*, Court of California, County of Santa Clara, Case Number 23CV426354.

b. “Aggrieved Employees” means all current and former hourly, non-exempt employees who worked for Defendant in California any time during the PAGA Period.

c. “Class” or “Class Members” means all current and former hourly, non-exempt employees who worked for Defendant in California any time during the Class Period.

d. “Class Counsel” means Schneider Wallace Cottrell Konecky LLP and James Hawkins APLC.

e. “Class Counsel’s Costs” refers to the amount of reasonable litigation expenses Class Counsel incurred in connection with this Action, currently estimated at Forty-Two Thousand Two Hundred Ninety-Six Dollars and Ten Cents (\$42,296.10), including their pre-filing investigation, their filing of the Action and all related litigation activities, and all post-Settlement compliance procedures.

f. “Class List” means a list of Class Members that Defendant will compile from their records. The Class List shall include: each Class Member’s full name; last known address; last known email address; last known telephone number; Social Security number; the total number of workweeks that each Class Member worked in the state of California during the Class Period; and the total number of pay periods that each Aggrieved Employee worked in the state of California during the PAGA Period.

g. “Class Period” means any time between June 18, 2017 and May 3, 2025 or the Preliminary Approval Date, whichever is earlier.

h. “Court” means the Superior Court of California, County of Santa Clara.

i. “Defendant” means Mass Precision, Inc.

j. “Defendant’s Counsel” means Ventura Hersey & Muller, LLP and Nixon Peabody, LLP.

k. “Effective Date” means the date of the later of (a) if there are no objections

submitted, entry by the Court of a final approval order and judgment finally certifying the Settlement Class and approving the Settlement, or (b) if there are objections to the Settlement, sixty (60) calendar days after the Court enters a final approval order and judgment approving the Settlement, or (c) if any appeal, writ, or other appellate proceeding opposing the Court's final approval order approving the Settlement has been filed, five (5) business days after any appeal, writ, or other appellate proceedings opposing the settlement have been finally and conclusively dismissed with no right to pursue further remedies or relief.

l. "Fee Award" means the award of attorneys' fees that the Court authorizes to be paid to Class Counsel for the services they rendered to Named Plaintiffs, the Settlement Class, the Aggrieved Employees and the State of California in the Actions. Class Counsel will not seek more than thirty-five percent (35%) of the Gross Settlement Amount as their Fee Award.

m. "Final" shall mean, with respect to a judgment or order, that the judgment or order is final and appealable and either (a) no appeal, motion, or petition to review or intervene has been taken with respect to the judgment or order as of the date on which all times to appeal, move, or petition to review or intervene therefrom have expired, or (b) if an appeal, motion or petition to intervene or other review proceeding of the judgment or order has been commenced, such appeal, motion or petition to intervene or other review is finally concluded and no longer is subject to review by any court, whether by appeal, petitions for rehearing or re-argument, petitions for rehearing *en banc*, petitions for writ of certiorari or otherwise, and such appeal or other review has been finally resolved in such manner that affirms the judgment or order in its entirety. Notwithstanding the foregoing, any proceeding, order, or appeal pertaining solely to the award of attorneys' fees, attorneys' costs, or any Service Award shall not by itself in any way delay or preclude the judgment from becoming a final judgment or the Settlement from becoming "Effective."

n. "Final Approval" or "Final Approval Order" means the Court's Final Approval Order approving the Settlement and entering judgment.

o. "Final Approval Hearing" means the hearing to be held by the Court to consider the Final Approval of the Settlement.

p. "Gross Settlement Amount" means the non-reversionary total amount that Defendant shall pay in connection with this Settlement, including any interest earned on such funds, in exchange for the release of the Settlement Class Members' and Aggrieved Employees' Released Claims. The Gross Settlement Amount is the gross sum of One Million Nine Hundred Fifty Thousand Dollars (\$1,950,000.00), plus any amounts paid pursuant to the Escalator Clause in Section 25.b below. The Gross Settlement Amount includes: (a) all Settlement Awards to Settlement Class Members; (b) PAGA Payment; (c) Service Award; (d) Attorneys' Fees and Costs to Class Counsel, and (e) Settlement Administration Costs to the Settlement Administrator. Except for the Defendant's employer's portion of payroll taxes on Settlement Awards to Class Members ("Defendant's Payroll Taxes"), the Parties agree that Defendant will have no obligation to pay any amount in connection with this Settlement Agreement apart from the Gross Settlement Amount and Defendant's Payroll Taxes. There will be no reversion.

q. "Individual PAGA Payment" means an Aggrieved Employee's pro rata share of 35% of the PAGA Penalties calculated according to the number of pay periods worked by the Aggrieved Employee during the PAGA Period.

r. “Net PAGA Amount” means the Thirty-Five Percent (35%) of the amount of civil penalties under the PAGA, or Thirty-Five Thousand Dollars (\$35,000).

s. “Net Settlement Amount” means the Gross Settlement Amount less: (i) Service Awards; (ii) Fee Award; (iii) Class Counsel’s Costs; (iv) Settlement Administrator Costs; (v) the payment to Labor and Workforce Development Agency (“LWDA”) for its share of PAGA penalties; (vi) and the Net PAGA Amount. The Parties acknowledge that all of these amounts are subject to the Court’s approval.

t. “Notice Deadline” means the date sixty (60) days after the Settlement Notice is initially mailed to the Class. Class Members shall have until the Notice Deadline to object to, or opt-out of, the Settlement.

u. “PAGA Payment” means One-Hundred Thousand Dollars (\$100,000) in civil penalties under the Private Attorneys’ General Act (“PAGA”).

v. “PAGA Period” means any time between December 17, 2023 through the date of Preliminary Approval.

w. “Plaintiffs” means Buddy Sims, Ernesto Ortiz and Thaddeus Philyaw.

x. “Preliminary Approval” or “Preliminary Approval Order” means the Court’s Preliminary Approval Order preliminarily approving the terms and conditions of this Agreement.

y. “Qualified Settlement Fund” means a qualified settlement fund under Section 468B of the Internal Revenue Code established by the Settlement Administrator for the purpose of administering this Settlement.

z. “Releasees” or “Released Parties” means Defendant Mass Precision, Inc. and all of its parent companies, subsidiaries, divisions, concepts, related or affiliated companies, and its or their respective shareholders, officers, directors, employees, agents, attorneys, insurers, successors and assigns, and any individual or entity that could be liable for any of the Released Claims.

aa. “Second Amended Complaint” means the Second Amended Complaint to be filed with the court in *Sims v. Mass Precision, Inc.* Superior Court of California, County of Santa Clara, Case Number 21CV375211.

bb. “Service Awards” means the payments to Plaintiffs for their efforts in bringing and prosecuting this matter. The Service Awards will not exceed the following amount: Ten Thousand Dollars (\$10,000.00) for each Plaintiff.

cc. “Settlement Administrator” means Phoenix Class Action Administration Solutions, the third-party class action settlement administrator that will handle the administration of this Settlement, subject to approval by the Court.

dd. “Settlement Administrator Costs” refer to the costs the Settlement Administrator will incur to distribute the Settlement Notice and Settlement Awards, which are estimated to be Sixteen Thousand Dollars (\$16,000.00).

ee. “Settlement Class Award” means the payment that each Settlement Class Member shall be entitled to receive pursuant to the terms of this Agreement.

ff. The “Settlement Class” or “Settlement Class Members” means all current and former hourly, non-exempt employees who worked for Defendant in California any time during the Class Period and excluding any opt-outs.

gg. “Settlement Notice” means the Notice of Class Action Settlement to the Settlement Class Members and Aggrieved Employee substantially in the form as Exhibit A attached hereto, or as approved by the Court.

RECITALS

3. On January 12, 2021, Alicia Zamora filed an initial action entitled *Zamora v. Mass Precision, Inc.* against Defendant in the Superior Court of California, County of Santa Clara, Case No. 21CV375211, asserting claims as a class pursuant to California labor laws. On July 15, 2021, Plaintiff Buddy Sims filed a First Amended Complaint (“FAC”) replacing Alicia Zamora as the Class representative.

4. On November 21, 2023, Plaintiff Thaddeus Philyaw filed his action entitled *Philyaw v. Mass Precision, Inc.* against Defendants in the Superior Court of California, County of Santa Clara, Case No. 23CV426354, asserting claims as a class pursuant to California labor laws. (the “Philyaw action.”)

5. Plaintiff Ernesto Ortiz provided written notice to the LWDA of his intent to pursue claims under California Private Attorneys General Act (“PAGA”) § 2699 on December 16, 2024. (The “Ortiz PAGA notice.”)

6. Through the Actions, Plaintiffs allege that Defendant violated the wage and hour laws of California by failing to pay Class Members and Aggrieved Employees earned wages, failing to provide legally compliant meal and rest periods, and failing to reimburse business expenses. On this basis, Plaintiffs brought claims against Defendant for unpaid minimum wages and overtime wages, failure to provide meal and rest periods, failure to reimburse business expenses, inaccurate wage statements, failure to pay final wages, unfair competition, and civil penalties under the PAGA.

7. On November 14, 2023, Defendant and Plaintiff Buddy Sims conducted a full day mediation session which was remotely held before mediator Hon. Jamie Jacobs-May (ret.). The mediation session was unsuccessful.

8. On January 23, 2025, the Parties conducted a second, full day mediation session which was remotely held before employment mediator Deborah Saxe. Following mediation, on February 5, 2025, the Parties reached a settlement pursuant to a mediator’s proposal and executed a confidential memorandum of understanding of the substantive terms of the settlement that day, under the terms provided in the instant Settlement Agreement.

9. Class Counsel has made a thorough and independent investigation of the facts and law relating to the allegations in the Action. In agreeing to this Settlement Agreement, Plaintiffs have considered: (a) the facts developed during pre-mediation, informal discovery and the Parties’

mediation process and the law applicable thereto; (b) the attendant risks of continued litigation and the uncertainty of the outcome of the claims alleged against Defendant; and (c) the desirability of consummating this Settlement according to the terms of this Settlement Agreement. Plaintiffs have concluded that the terms of this Settlement are fair, reasonable and adequate, and that it is in the best interests of Plaintiffs, the Settlement Class (as defined above) and the Aggrieved Employees to settle their claims against Defendant pursuant to the terms set forth herein.

10. Defendant denies the allegations in the Actions and deny any and all liability, including any liability for alleged failure to pay overtime compensation or any alleged wage payment, or similar violation. This Settlement Agreement shall not be construed as an admission by Defendant or any of the Releasees (as defined above) of any fault, liability or wrongdoing, which Defendant expressly denies.

11. The Parties recognize that notice to the Settlement Class of the material terms of this Settlement, as well as Court approval of this Settlement, are required to effectuate the Settlement, and that the Settlement will not become operative until the Court grants final approval of it, Settlement becomes Final and the Settlement Effective Date occurs.

12. The Parties stipulate and agree that, for settlement purposes only, the requisites for establishing class certification pursuant to CAL. CIV. CODE PROC. § 382 are met. Should this Settlement not become Final, such stipulation to certification shall become null and void and shall have no bearing on, and shall not be admissible in connection with, the issue of whether class certification would be appropriate in a non-settlement context.

13. In consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party to the other, IT IS HEREBY AGREED, by and between the undersigned, subject to the final approval of the Court and the other conditions set forth herein, that in exchange for Defendant's payment of the Gross Settlement Amount, Plaintiffs', the Settlement Class's, and the Aggrieved Employees' claims as described herein against Defendant shall be settled, compromised and dismissed, on the merits and with prejudice, and that Plaintiffs', the Settlement Class's, and the Aggrieved Employees' Released Claims shall be finally and fully compromised, settled and dismissed as to the Defendant and Releasees, in the manner and upon the terms and conditions set forth below.

AMENDMENT OF PLEADING

14. The Parties hereby stipulate, and leave will be requested as part of Plaintiffs' motion for preliminary approval, to the filing of the proposed Second Amended Complaint in the Action (a copy of which is attached hereto as Exhibit "A"), that adds Philyaw and Ortiz as named Plaintiffs and includes all of the allegations in the Philyaw Action and the Ortiz PAGA notice.

RELEASES

15. In exchange for the consideration set forth in this Settlement Agreement, Plaintiffs and Settlement Class Members agree to release all claims as set forth herein as applicable.

16. **Settlement Class Members' Released Claims.** Upon Final Approval of the Settlement Agreement and payment of amounts set forth herein, and except as to such rights or claims as may be created by this Settlement Agreement, Plaintiffs and all Settlement Class

Members shall and hereby do release and discharge all Releasees, finally, forever and with prejudice, from the claims during the Class Period as follows:

The Settlement Class Members release the Releasees from the following rights or claims: all claims arising between June 18, 2017 and May 3, 2025 or the date of Preliminary Approval, whichever is earlier, inclusive, under state, federal, or local law, arising out of the facts pleaded in the operative Second Amended Complaint filed in this Action (including, but not limited to: claims for violation of Labor Code sections 201-204, 226, 226.7, 510-512, 1174, 1174.1, 1182.11, 1182.12, 1194, 1197, 1197.1, 1198 and 2699 *et seq.* and Business and Professions Code § 17200 *et seq.* and claims based on alleged violations of these Labor Code provisions) and all other claims, such as those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law, that were or could have been pleaded based on the facts asserted in the Action, including: (1) failure to pay for all hours worked; (2) failure to pay minimum wages; (3) failure to pay overtime wages; (4) failure to authorize and permit and/or make available meal and rest periods; (5) failure to provide timely and accurate itemized wage statements; (6) waiting time penalties; and (7) unlawful business practices. The enumeration of these specific statutes and theories shall neither enlarge nor narrow the scope of *res judicata* based on the claims that were asserted in the Action or could have been asserted in the Action based on the facts and theories alleged in any complaint on file in the Action.

17. **Releases of PAGA Claims.** The release period for PAGA claims runs from December 17, 2023, through the date of Preliminary Approval.

For the State of California, and, to the extent permitted by law, the Aggrieved Employees, the PAGA release includes all claims asserted in the PAGA Notice and as alleged in the Second Amended Complaint filed in this Action for PAGA civil penalties pursuant to Labor Code sections 2699, *et seq.* in connection with alleged violations of Labor Code sections 201-203, 204, 226, 226.7, 510, 1182.12, 1174, 1194, 1197, 1198, and 2802 (the PAGA Released Claims”).

18. **Plaintiff’s Released Claims.** In addition to the releases made in Sections 14-16 above, in the event a service award is awarded to Plaintiffs, each Plaintiff, in consideration of the service award shall and hereby does release and discharge Defendant, finally, forever and with prejudice, from unknown claims covered by California Civil Code section 1542 that could be or are asserted based upon any theory or facts whatsoever, arising at any time up to and including the date of the execution of this Settlement Agreement, for any type of relief, including, without limitation, claims for minimum, straight time, or overtime wages, premium pay, business expenses, other damages, penalties (including, but not limited to, waiting time penalties), liquidated damages, punitive damages, interest, attorneys’ fees, litigation and other costs, expenses, restitution, and equitable and declaratory relief, and, upon Final Approval, each Plaintiff shall be deemed to have expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits she may otherwise have had relating to the Plaintiff’s Released Claims pursuant to Section 1542 of the California Civil Code, which provides as follows:

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.

CERTIFICATION, NOTICE, AND SETTLEMENT IMPLEMENTATION

19. The Parties agree to the following procedures for obtaining Preliminary Approval of the Settlement, certifying the Class, and notifying the Class of this Settlement:

- a. **Request for Class Certification and Preliminary Approval Order.** Plaintiffs shall file an Unopposed Motion for Preliminary Approval of Settlement Agreement, requesting that the Court certify the Class pursuant to CAL. CIV. CODE PROC. § 382 for the sole purpose of settlement; preliminarily approve the Settlement Agreement and its terms; approve the proposed form of the Settlement Notice and find that the proposed method of disseminating the Settlement Notice meets the requirements of due process and is the best notice practicable under the circumstances; set a date for Plaintiffs' motion for Final Approval of the Settlement, and approval of the requested Service Award, Fee Award, Class Counsel's Costs, and Settlement Administrator's Costs; and set a date for the Final Approval Hearing.
- b. **Notice.** The Settlement Administrator shall be responsible for preparing, printing, mailing, and emailing the Settlement Notice to all Class Members. In addition to other information contained on the Settlement Notice, the Settlement Notice shall state the estimated payment the class member is expected to receive assuming full participation of all Settlement Class Members, as well as the estimated Individual PAGA Payment, as applicable. The Settlement Administrator will also create a website for the Settlement, which will allow Class Members to view the Class Notice (in generic form), this Settlement Agreement, and all papers filed by Class Counsel to obtain preliminary and final approval of the Settlement Agreement. Additionally, the Settlement website will provide contact information for Class Counsel and the Settlement Administrator. The Settlement Administrator will provide Class Counsel and Defendant's counsel with a preview of the proposed website. Class Counsel must approve the website before it goes live and also must approve any modifications to the website. The Settlement Administrator shall also create a toll-free call center to field telephone inquiries from Class Members during the notice and settlement administration periods. The Settlement Administrator will be directed to take the website and call center down after the 180-day check cashing period for Settlement Award Checks.
- c. Within ten (10) business days after the Court's Preliminary Approval of the Settlement, Defendant shall provide to the Settlement Administrator and Class Counsel the Class List, an electronic database containing the names, last known addresses, last known telephone numbers (if any), last known email addresses (if any), social security numbers or tax ID numbers of each

Class Member and Aggrieved Employee, along with: (1) the total number of workweeks that each Class Member worked for Defendant in California from June 18, 2017 and May 3, 2025 or the date of Preliminary Approval, whichever is earlier; (2) the total number of pay periods that each Aggrieved Employee worked for Defendant in California from December 17, 2023 and the date of Preliminary Approval.

- d. In order to provide the best notice practicable, prior to mailing the Settlement Notice, the Settlement Administrator will take reasonable efforts to identify current addresses via public and proprietary systems.
- e. Within ten (10) business days after receiving the contact information for the Class Members and Aggrieved Employees, the Settlement Administrator shall mail and email (if email addresses are available) the agreed-upon and Court-approved Settlement Notice to Class Members and Aggrieved Employees. The Settlement Administrator shall provide notice to Class Counsel and Defendant's Counsel that the Settlement Notice has been mailed.
- f. Any Settlement Notice returned to the Settlement Administrator with a forwarding address shall be re-mailed within three (3) business days following receipt of the returned mail. If no forwarding address is provided, the Settlement Administrator shall promptly attempt to determine a correct address using a skip-trace, or other search using the name, address and/or Social Security number of the Class Member involved, and shall re-mail the Notice of Settlement. In no circumstance shall such re-mailing extend the Notice Deadline.
- g. Within ten (10) business days after the Notice Deadline, the Settlement Administrator shall provide Defendant's Counsel and Class Counsel, respectively, a report showing: (i) the names of Class Members and Aggrieved Employees; (ii) the Settlement Awards owed to each Class Member and Aggrieved Employee; (iii) the final number of Class Members who have submitted objections or valid letters requesting exclusion from the Settlement; and (iv) the number of undeliverable Notices of Settlement. Upon completion of administration of the Settlement, the Settlement Administrator shall provide written certification of such completion to counsel for all Parties and the Court. This written certification shall include the total number of Settlement Class Members and Aggrieved Employees, the average recovery per Class Member who does not request exclusion, the median recovery per Class Member who does not request exclusion, the largest and smallest amounts paid to Class Members who do not request exclusion, and the number and value of checks not cashed.
- h. Defendant will not take any adverse action against any current or former employee on the grounds that he/she is eligible to participate and/or does participate in the Settlement. Defendant will not discourage participation in this Settlement Agreement or encourage objections or opt-outs.

- i. Within ten (10) business days after the conclusion of the 180-day check cashing period below, the Settlement Administrator shall provide Defendant's Counsel and Class Counsel, respectively, a report regarding the total amount of any funds that remain from checks that are returned as undeliverable or are not negotiated.

20. **Disputes Regarding Workweeks.** To the extent that any Class Member disputes the number of workweeks that the Class Member worked, as shown in his or her Settlement Notice, such Class Members may produce evidence to the Settlement Administrator establishing the dates they contend to have worked for Defendant. The deadline for Class Members to submit disputes pursuant to this paragraph is the Notice Deadline (disputes must be postmarked by the Notice Deadline). Unless the Class Member presents convincing evidence proving he or she worked more workweeks than shown by Defendant's records, his/her Settlement Award will be determined based on Defendant's records. The Settlement Administrator shall notify counsel for the Parties of any disputes it receives. Defendant shall review its records and provide further information to the Settlement Administrator, as necessary. The Settlement Administrator shall provide a recommendation to counsel for the Parties. Counsel for the Parties shall then meet and confer in an effort to resolve the dispute. If the dispute cannot be resolved by the Parties, it shall be presented to the Court for a resolution. The Settlement Administrator will notify the disputing Class Member of the decision.

21. **Objections.** The Settlement Notice shall provide that Class Members who wish to object to the Settlement must, on or before the Notice Deadline, serve upon Class Counsel and Defendant's Counsel a written statement objecting to the Settlement. The Settlement Notice shall also provide the Court's mailing address for sending objections and notices to appear: Superior Court of California, County of Santa Clara, 191 N. 1st Street, San Jose, California 95113. Such objection shall not be valid unless it includes the information specified in the Settlement Notice. The statement must be signed personally by the objector, and must include the objector's name, address, telephone number, email address (if applicable), the factual and legal grounds for the objection, and whether the objector intends to appear at the Final Approval Hearing. The Settlement Notice shall advise Class Members that objections shall only be considered if the Class Member has not opted out of the Settlement, Class Member shall be entitled to be heard at the Final Approval Hearing (whether individually or through counsel), if written notice of the Class Member's intention to appear at the Final Approval Hearing has been filed with the Court and served upon Class Counsel and Defendant's Counsel on or before the Notice Deadline and the Class Member has not opted out of the Settlement. The requirement that the Class Member submit a written objection in order to be heard may be excused by the Court. The postmark date of mailing to Class Counsel and Defendant's Counsel shall be the exclusive means for determining that an objection is timely mailed to counsel. If postmark dates differ, the later of the two postmark dates will control. Absent good cause found by the court, persons who fail to make timely written objections in the manner specified above shall be deemed to have waived any objections and oppositions to the Settlement's fairness, reasonableness and adequacy, and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement. None of the Parties, their counsel, nor any person on their behalf, shall seek to solicit or otherwise encourage anyone to object to the settlement, or appeal from any order of the Court that is consistent with the terms of this Settlement.

22. **Requests for Exclusion.** The Settlement Notice shall provide that Class Members, other than Plaintiffs, who wish to exclude themselves from the Settlement (“opt out”) must mail to the Settlement Administrator a written statement indicating that they do not wish to participate or be bound by the Settlement. The written request for exclusion must contain the Class Member’s full name, address, telephone number, email address (if applicable), and last four digits of their social security number, and must be signed individually by the Class Member. No opt-out request may be made on behalf of a group. Such written statement must be postmarked by the Notice Deadline. None of the Parties, their counsel, nor any person on their behalf, shall seek to solicit or otherwise encourage anyone to exclude themselves from the settlement.

23. **Cure Period.** In the event any request for exclusion is timely submitted but does not contain sufficient information to be valid, the Settlement Administrator shall provide the Class Member, within seven (7) calendar days, a letter requesting the information that was not provided and giving the Class Member fourteen (14) days from the mailing of such cure letter to respond. Any invalid submission that is not timely cured will be considered a nullity.

24. **Final Approval Hearing.** Class Counsel will be responsible for drafting the Unopposed Motion for Final Approval of Settlement Agreement, and approval of the requested Service Awards, Fee Award, Class Counsel’s Costs, and Settlement Administrator’s Costs to be heard at the Final Approval Hearing. Plaintiffs shall request that the Court schedule the Final Approval Hearing no earlier than thirty (30) days after the Notice Deadline to determine final approval of the settlement and to enter a Final Approval Order:

- a. certifying this Action and Class as a class action CAL. CIV. CODE PROC. § 382 for purposes of settlement only;
- b. finding dissemination of the Settlement Notice was accomplished as directed and met the requirements of due process;
- c. approving the Settlement as final and its terms as a fair, reasonable and adequate;
- d. approving the PAGA Payment;
- e. approving the payment of the Service Awards to Plaintiffs;
- f. approving Class Counsel’s application for an award of attorneys’ fees and reimbursement of out-of-pocket litigation costs and expenses;
- g. directing that the Settlement funds be distributed in accordance with the terms of this Settlement Agreement;
- h. directing that the Action be dismissed finally, fully, forever and with prejudice and in full and final discharge of any and all Settlement Class Members’ Released Claims; and
- i. retaining continuing jurisdiction over this Action for purposes only of overseeing all settlement administration matters.

25. **Post Judgment Report.** At the conclusion of the 180-day check cashing period set forth below in Section 36.c.iii, and following receipt of the Settlement Administrator's report showing the total funds that were actually paid to Settlement Class Members, Class Counsel shall submit a post-judgment report to the Court of regarding any funds that remain from checks that are returned as undeliverable or are not negotiated.

SETTLEMENT FUNDS AND AWARD CALCULATION

26. **Gross Settlement Amount.** Defendant shall pay One Million Nine Hundred Fifty Thousand Dollars (\$1,950,000.00), plus any amounts paid pursuant to the Escalator Clause in Section 25.b below as the Gross Settlement Amount.

- a. **Funding of Settlement.** Within ten (10) business days following the occurrence of the Effective Date of the Settlement as defined above, Defendant shall remit payment of the Gross Settlement Amount (as the same may be escalated pursuant to Paragraph 28., b., of the Agreement) to the Settlement Administrator. Defendant shall also pay the corresponding amount of Defendant's Payroll Taxes. Only the Settlement Administrator shall have access to the Qualified Settlement Fund. Defendant shall not have access to the Gross Settlement Amount, or to any earned interest, once those funds are deposited into the interest-bearing Qualified Settlement Fund. The Gross Settlement Amount is fully non-reversionary.
- b. **Escalator Clause.** Defendant estimates that there were approximately 132,211 workweeks for the period of June 18, 2017, through January 23, 2025. Plaintiff is entering into this Settlement Agreement based on such representations. In the event it is determined that the actual number of workweeks exceeds 132,211 by more than ten percent (10%) during the Class Period, Defendant will have the option of either: (a) increasing the Gross Settlement Amount proportionally; or (b) end the Class Period on the date on which the number of workweeks reached 145,432.
- c. **Disbursement by Settlement Administrator.** Within seven (7) calendar days after payment of the full Gross Settlement Amount and employer taxes by Defendant, the Settlement Administrator shall distribute payments from the QSA for: (1) the Service Awards to Plaintiffs as approved by the Court; (2) the Attorneys' Fees and Cost Award to be paid to Class Counsel, as approved by the Court; (3) the Settlement Administrator Costs, as approved by the Court; (4) the LWDA Payment, as approved by the Court; and (5) Individual PAGA Payments as approved by the Court. The balance remaining shall constitute the Net Settlement Amount from which Individual Settlement Payments shall be made to Settlement Class Members, less applicable taxes and withholdings. The Settlement Administrator shall be the only entity authorized to make withdrawals or payments from the Qualified Settlement Fund.

27. **Payments.** Subject to the Court's Final Approval Order, the following amounts shall be paid by the Settlement Administrator from the Gross Settlement Amount:

- a. **Service Award to Plaintiffs.** Subject to the Court's approval, each Plaintiff shall receive up to Ten Thousand Dollars (\$10,000.00) in exchange for Plaintiffs' Released Claims and for their efforts in bringing and prosecuting this matter. The Settlement Administrator shall issue an IRS Form 1099 for this payment. If the Court approves Service Awards in an amount less than what Plaintiffs request, the reduction in the Service Awards shall not be a basis for nullification of this Settlement. Nor shall a reduction in the Service Awards in any way delay or preclude the judgment from becoming a final judgment or the Settlement from becoming Effective.
- b. **Fee Awards and Costs.**
- i. Subject to the Court's approval, Class Counsel shall receive a Fee Award in an amount up to thirty-five percent (35%) of the Gross Settlement Amount, or Six Hundred Eighty-Two Thousand Five Hundred Dollars (\$682,500) which will compensate Class Counsel for all work performed in the Action as of the date of this Settlement Agreement as well as all of the work remaining to be performed, including but not limited to documenting the Settlement, securing Court approval of the Settlement, making sure that the Settlement is fairly administered and implemented, and obtaining final dismissal of the Action.
 - ii. Subject to the Court's approval, Class Counsel shall also receive reimbursement of their actual costs currently estimated at \$42,296.10.
 - iii. An IRS Form 1099 shall be provided to Class Counsel for the payments made to Class Counsel. Class Counsel shall be solely and legally responsible to pay any and all applicable taxes on the payment made to them.
- c. **Labor and Workforce Development Agency Payment.** Subject to Court approval, the Parties agree that the PAGA Payment in the amount of One Hundred Thousand Dollars (\$100,000.00) from the Gross Settlement Amount will be paid in settlement of all representative claims brought in the Action under the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, et seq., "PAGA"). Pursuant to PAGA, Sixty-Five Percent (65%), or Sixty-Five Thousand Dollars (\$65,000.00), of this sum will be paid to the Labor and Workforce Development Agency ("LWDA") and Thirty-Five Percent (35%), or Thirty-Five Thousand Dollars (\$35,000.00), will be allocated to the Net PAGA Amount.
- d. **Settlement Administration Costs.** Settlement Administration costs shall be paid from the Gross Settlement Amount. The Parties agree to cooperate in the settlement administration process and to make all reasonable efforts to control and minimize the costs incurred in the administration of the Settlement.

- e. **Settlement Awards to Settlement Class Members.** The balance remaining after payment of the above shall constitute the Net Settlement Amount from which Settlement Awards shall be paid to Settlement Class Members, less applicable taxes and withholdings.

28. **No Claim Based Upon Distributions or Payments in Accordance with this Settlement Agreement.** No person shall have any claim against Plaintiffs, Defendant, Class Counsel, or Defendant's Counsel based on distributions or payments made in accordance with this Settlement Agreement.

CALCULATION AND DISTRIBUTION OF SETTLEMENT AWARDS

29. **Settlement Award Eligibility.** All Settlement Class Members shall be paid a Settlement Award from the Net Settlement Amount.

30. Any Class Member who fails to submit a timely request to exclude themselves from the Settlement by following the procedure set forth in the Settlement Notice shall automatically be deemed a Settlement Class Member whose rights and claims with respect to the issues raised in the Action are determined by any order the Court enters granting final approval, and any judgment the Court ultimately enters in the Action. Any such Settlement Class Member's rights to pursue any Released Claims (as defined in this Settlement Agreement) will be extinguished.

31. **Settlement Award Calculations.** The Settlement Administrator shall be responsible for determining the amount of the Settlement Award to be paid to each Settlement Class Member and Aggrieved Employee based on the below formulas:

- a. Settlement Class Members shall receive a *pro rata* portion of the Net Settlement Amount as follows:
- i. When calculating the individual Settlement Awards to Settlement Class Members following Final Approval (for purposes of preparing Individual Settlement Payment checks), the Settlement Administrator will not include Class Members who validly request exclusion from the Settlement.
 - ii. For each week during which the Participating Individual worked for Defendant at any time during the Class Period, he or she shall be eligible to receive a *pro rata* portion of the Net Settlement Amount based on the number of workweeks the Settlement Class Member worked. Each workweek will be equal to one (1) settlement share.
 - iii. The total number of settlement shares for all Settlement Class Members will be added together and the resulting sum will be divided into the Net Settlement Amount to reach a per share dollar figure. That figure will then be multiplied by each Participating Individual's number of settlement shares to determine the Settlement Class Member's *pro rata* portion of the Net Settlement Amount.

- b. Aggrieved Employees shall also receive a *pro rata* portion of the Net PAGA Amount. Class Members who validly request exclusion from the Settlement will receive a *pro rata* portion of the Net PAGA Amount. These payments shall be made as follows:
 - i. For any Aggrieved Employee who worked for Defendant during the PAGA Period, he or she shall be eligible to receive a *pro rata* portion of the Net PAGA Amount based on the number of pay periods the Aggrieved Employee worked. Each pay period will be equal to one (1) settlement share. The total number of settlement shares for all Aggrieved Employees will be added together and the resulting sum will be divided into the Net PAGA Amount to reach a per share dollar figure. That figure will then be multiplied by each Aggrieved Employee's number of settlement shares to determine the Aggrieved Employee's *pro rata* portion of the Net PAGA Amount.
 - ii. For Settlement Class Members who are also Aggrieved Employees, the Settlement Class Member's *pro rata* portion of the Net PAGA Amount, if any, may be added to the Settlement Class Member's share of the Net Settlement Amount.

32. All Settlement Award determinations shall be based on Defendant's timekeeping, payroll, and/or other records. If the Parties determine, based upon further review of available data, that a person previously identified as being a Settlement Class Member is not a Settlement Class Member, or an individual who was not previously identified as a Settlement Class Member is in fact a Settlement Class Member but was not so included, the Settlement Administrator shall promptly make such addition or deletion as appropriate.

33. **Settlement Award Allocations.** Individual PAGA Payments shall be allocated as penalties and will be reported on an IRS Form 1099. The Settlement Award shall be allocated as follows: Twenty percent (20%) of each Settlement Award shall be allocated as wages and subject to tax withholdings, eighty percent (80%) of each Settlement Award shall be allocated as interest and penalties. Settlement Class Members shall be issued an IRS Form W-2 for the wage portion of the Settlement Awards. Settlement Class Members will also be issued an IRS Form 1099 for the portions of the Settlement Awards that are allocated to penalties, expense reimbursements, and interest. Defendant shall pay the employer's share of all required FICA and FUTA taxes on the wage portions of the Settlement Awards. The Settlement Administrator shall calculate the employer share of taxes and provide Defendant with the total employer tax contributions. Defendant shall pay the calculated employer tax contributions to the Settlement Administrator pursuant to Section 25.a. Withheld taxes will be remitted by the Settlement Administrator to the appropriate governmental authorities. Defendant shall cooperate with the Settlement Administrator to provide payroll tax information as necessary to accomplish the income and employment tax withholding on the wage portion of each Settlement Award, and the Form 1099 reporting for the non-wage portion of each Settlement Award.

34. Class Counsel and Defendant's Counsel do not intend this Settlement Agreement to constitute legal advice relating to the tax liability of any Class Member or Aggrieved Employee. To the extent that this Settlement Agreement, or any of its attachments, is interpreted to contain or constitute advice regarding any federal, state or local tax issue, such advice is not intended or

written to be used, and cannot be used, by any person for the purpose of avoiding any tax liability or penalties.

35. The Settlement Administrator shall provide Class Counsel and Defendant's Counsel with a final report of all Settlement Awards.

36. All Settlement Award checks shall remain valid and negotiable for one hundred eighty (180) days from the date of their issuance and may thereafter automatically be canceled if not cashed within that time, at which time the right to recover any Settlement Award will be deemed void and of no further force and effect.

- a. With ninety (90) days remaining for the 180-day check cashing deadline, a reminder letter will be sent via U.S. mail and email to those who have not yet cashed their settlement check. At the conclusion of the 180 day check cashing deadline, Settlement Class Members who have not cashed their Settlement Award checks shall nevertheless be deemed to have finally and forever released the Plaintiff's Released Claims or Settlement Class Members' Released Claims, as applicable.

37. **Remaining Monies.** If at the conclusion of the 180-day check cashing period set forth above, checks that are returned as undeliverable or are not negotiated shall be cancelled and those monies associated with such cancelled checks shall, consistent with the requirements of Civil Code Section 384, be equally remitted pursuant to Code of Civil Procedure section 384 to Legal Services For Children, Inc. and Law Foundation of Silicon Valley ("*Cy Pres* Recipients"), two non-profit legal services organizations located in San Francisco and San Jose. The Parties, Class Counsel, and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended *Cy Pres* Recipients. Within twenty-one (21) days after Distribution, Plaintiff will file a Post-Distribution Accounting. The Post-Distribution Accounting will set forth the total settlement fund, the total number of Settlement Class Members, the total number of Settlement Class Members to whom notice was sent and not returned as undeliverable, the number and percentage of opt-outs, the number and percentage of objections, the average and median recovery per Class Member, the largest and smallest amounts paid to Class Members, the method(s) of notice and the method(s) of payment to Class Members, the number and value of checks not cashed, the amounts distributed to the *Cy Pres Recipients* (if applicable), the administrative costs, the attorneys' fees and costs, the attorneys' fees in terms of percentage of the settlement fund, and the multiplier, if any.

MISCELLANEOUS

38. **Submissions to the LWDA.** At the same time as they submit this Class Action Settlement Agreement to the Court for Preliminary Approval, Class Counsel shall submit a copy of this Agreement to the LWDA, as required by California Labor Code § 2699(l)(2). Within ten (10) days following the Effective Date, Class Counsel shall submit a copy of the Final Approval Order and Judgment entered by the Court to the LWDA, as required by California Labor Code § 2699(l)(3).

39. **No Admission of Liability.** This Settlement Agreement and all related documents are not and shall not be construed as an admission by Defendant or any of the Releasees of any fault or liability or wrongdoing.

40. **Defendant's Legal Fees.** Defendant's legal fees and expenses in this Action shall be borne by Defendant.

41. **Nullification of the Settlement Agreement.** The Parties agree to cooperate fully with each other to accomplish the terms of the Settlement, to use their best efforts to finalize the Settlement, and to use all other efforts that may become necessary by order of the Court, or otherwise, to effectuate the Settlement. In the event: (a) the Court does not preliminarily or finally approve the Settlement as provided herein; or (b) the Settlement does not become Final for any other reason; or (c) the Effective Date does not occur, the Parties agree to engage in follow up negotiations with the intent of resolving the Court's concerns that precluded approval, and if feasible, to resubmit the settlement for approval within thirty (30) days. If the Settlement is not approved as resubmitted or if the Parties are not able to reach another agreement, then either Party may void this Agreement; at that point, the Parties agree that each shall return to their respective positions on the day before this Agreement and that this Agreement shall not be used in evidence or argument in any other aspect of their litigation.

42. **Defendant's Option to Void Settlement.** If more than ten percent (10%) of the total number of Class Members submit timely and valid Requests for Exclusion / Opt-Out Requests, then Defendant shall have the option to void the Settlement in their sole discretion. To exercise this option, Defendant must send written notification to Class Counsel within fourteen (14) days of receiving a report from the Settlement Administrator informing Defendant's Counsel that the total number of timely and valid Requests for Exclusion / Opt-Out Requests is more than ten percent (10%). If Defendant chooses to exercise this option, the effect will be precisely the same as if Final Judgment did not occur, as discussed herein, and all Settlement Administrator Costs incurred by the Settlement Administrator through that date will be paid by Defendant.

43. **Publicity.** The parties agree that neither Party will issue any press release or other public or non-public representation regarding the settlement other than as necessary to obtain Court approval and effectuate the terms of the settlement.. The parties and their counsel agree that they will not initiate or have any contact with the press, respond to any press inquiry or have any communication with the press about this case until after Final Approval. Class Counsel will not utilize this Settlement in any marketing or advertising materials or website until after Final Approval. This does not prohibit Class Counsel from speaking to or responding to inquiries from Class Members.

44. **Inadmissibility of Settlement Agreement.** Except for purposes of settling this Action, or enforcing its terms (including that claims were settled and released), resolving an alleged breach, or for resolution of other tax or legal issues arising from a payment under this Settlement Agreement, neither this Agreement, nor its terms, nor any document, statement, proceeding or conduct related to this Agreement, nor any reports or accounts thereof, shall be construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to the Parties, including, without limitation, evidence of a presumption, concession, indication or admission by any of the Parties of any liability, fault, wrongdoing, omission, concession or damage.

45. **Computation of Time.** For purposes of this Agreement, if the prescribed time period in which to complete any required or permitted action expires on a Saturday, Sunday, or legal holiday (as defined by Cal. Civ. Code Proc. §§ 12, 12a), such time period shall be continued to the following business day. The term "days" shall mean calendar days unless otherwise noted.

46. **Interim Stay of Proceedings.** The Parties agree to hold in abeyance all proceedings in the Action, except such proceedings necessary to implement and complete the Settlement. Further, without further order of the Court, the Parties hereto may agree in writing to reasonable extensions of time to carry out any of the provisions of the Settlement.

47. **Amendment or Modification.** This Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors in interest. This Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto.

48. **Entire Settlement Agreement.** This Agreement with exhibits constitutes the entire Agreement among the Parties, and no oral or written representations, warranties or inducements have been made to any Party concerning this Agreement other than the representations, warranties, and covenants contained and memorialized in such documents. All prior or contemporaneous negotiations, memoranda, agreements, understandings, and representations, whether written or oral, are expressly superseded hereby and are of no further force and effect. Each of the Parties acknowledges that they have not relied on any promise, representation or warranty, express or implied, not contained in this Agreement. No rights hereunder may be waived except in writing.

49. **Authorization to Enter into Settlement Agreement.** The Parties warrant and represent that they are authorized to enter into this Agreement and 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 required to effectuate the terms of this Agreement. The Parties and their counsel shall cooperate with each other and use their best efforts to effect the implementation of the Agreement. In the event that the Parties are unable to reach resolution on the form or content of any document needed to implement this Agreement, or on any supplemental provisions or actions that may become necessary to effectuate the terms of this Agreement, the Parties shall seek the assistance of the mediator, Deborah Saxe, to resolve such disagreement.

50. **Binding on Successors and Assigns.** This Agreement shall be binding upon, and inure to the benefit of Plaintiffs, Defendant, the Settlement Class Members and their heirs, beneficiaries, executors, administrators, successors, transferees, successors, assigns, or any corporation or any entity with which any party may merge, consolidate or reorganize. The Parties hereto represent, covenant and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein released and discharged except as set forth herein.

51. **Counterparts.** This Agreement may be executed in one or more counterparts, including by facsimile or email. All executed counterparts and each of them shall be deemed to be one and the same instrument. All executed copies of this Agreement, and photocopies thereof (including facsimile and/or emailed copies of the signature pages), shall have the same force and effect and shall be as legally binding and enforceable as the original.

52. **No Signature Required by Settlement Class Members.** Only the Plaintiffs will be required to execute this Settlement Agreement. The Settlement Notice will advise all Settlement Class Members of the binding nature of the release and such shall have the same force and effect as if this Settlement Agreement were executed by each Settlement Class Member.

53. **Cooperation and Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement; hence the drafting of this Agreement shall not be construed against any of the Parties. The Parties agree that the terms and conditions of this Agreement were negotiated at arm's length and in good faith by the Parties, and reflect a settlement that was reached voluntarily based upon adequate information and sufficient discovery and after consultation with experienced legal counsel.

54. **Governing Law.** All terms of this Settlement Agreement and the exhibits hereto shall be governed by and interpreted according to the laws of the State of California.

55. **Jurisdiction of the Court.** The Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Settlement and all orders and judgments entered in connection therewith, and the Parties and their Counsel submit to the jurisdiction of the Court for this purpose.

IN WITNESS WHEREOF, the Parties and their Counsel have executed this Settlement Agreement as follows:

PLAINTIFF:  Date: 06 / 02 / 2025
Buddy Sims

PLAINTIFF: _____ Date: _____
Ernesto Ortiz

PLAINTIFF: _____ Date: _____
Thaddeus Philyaw

APPROVED AS TO FORM BY CLASS COUNSEL:

Carolyn Hunt Cottrell
Ori Edelstein
Philippe M.J. Gaudard
SCHNEIDER WALLACE
COTTRELL KONECKY LLP
2000 Powell Street, Suite 1400
Emeryville, California 94608

Date: _____, 2025

Edwin Aiwazian
Arby Aiwazian
Melissa Rinehart
LAWYERS *for* JUSTICE, P.C.
410 West Arden Avenue, Suite 203
Glendale, California 91203

Date: _____, 2025

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IN WITNESS WHEREOF, the Parties and their Counsel have executed this Settlement Agreement as follows:

PLAINTIFF: _____ Date: _____
Buddy Sims

PLAINTIFF: _____ Date: 06 / 04 / 2025

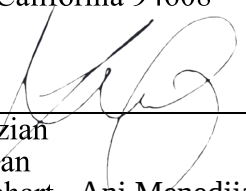
Ernesto Ortiz

PLAINTIFF: _____ Date: _____
Thaddeus Philyaw

APPROVED AS TO FORM BY CLASS COUNSEL:

_____ Date: June 5, 2025

Carolyn Hunt Cottrell
Ori Edelstein
Philippe M.J. Gaudard
SCHNEIDER WALLACE
COTTRELL KONECKY LLP
2000 Powell Street, Suite 1400
Emeryville, California 94608

_____ Date: June 11, 2025

Edwin Aiwazian
Arby Aiwazian
~~Melissa Rinehart~~ Ani Menedjian
LAWYERS for JUSTICE, P.C.
410 West Arden Avenue, Suite 203
Glendale, California 91203

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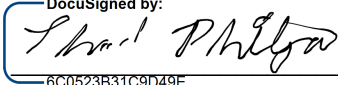
54. **Governing Law.** All terms of this Settlement Agreement and the exhibits hereto shall be governed by and interpreted according to the laws of the State of California.

55. **Jurisdiction of the Court.** The Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Settlement and all orders and judgments entered in connection therewith, and the Parties and their Counsel submit to the jurisdiction of the Court for this purpose.

IN WITNESS WHEREOF, the Parties and their Counsel have executed this Settlement Agreement as follows:

PLAINTIFF: _____ Date: _____, 2025
Buddy Sims

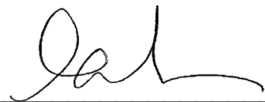
PLAINTIFF: _____ Date: _____, 2025
Ernesto Ortiz

PLAINTIFF:  Date: 5/29/2025, 2025
Thaddeus Philyaw

APPROVED AS TO FORM BY CLASS COUNSEL:

_____ Date: _____, 2025
Carolyn Hunt Cottrell
Ori Edelstein
Philippe M.J. Gaudard
SCHNEIDER WALLACE
COTTRELL KONECKY LLP
2000 Powell Street, Suite 1400
Emeryville, California 94608

_____ Date: _____, 2025
Edwin Aiwasian
Arby Aiwasian
Melissa Rinehart
Lawyers For Justice, P.C.
410 West Arden Avenue, Suite 203 Glendale, California 91203



Date: 05/30/2025, 2025

James Hawkins
Greg Mauro
JAMES HAWKINS APLC
9880 Research Dr.,
Irvine, CA 92618

DEFENDANT:

Date: _____, 2025

On behalf of Mass Precision, Inc.

APPROVED AS TO FORM BY DEFENDANT'S COUNSEL:

Date: _____, 2025

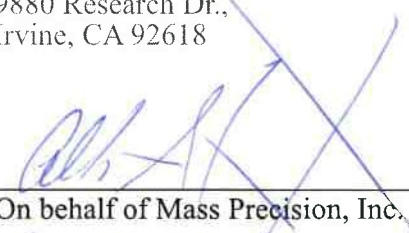
Daniel J. Muller
VENTURA HERSEY & MULLER, LLP
1506 Hamilton Avenue
San Jose, CA 95125

Gregory P. O'Hara
Seth Neulight
NIXON PEABODY, LLP
One Embarcadero Center, 32 Floor
San Francisco, CA 94111

James Hawkins
Greg Mauro
JAMES HAWKINS APLC
9880 Research Dr.,
Irvine, CA 92618

Date: _____, 2025

DEFENDANT:


On behalf of Mass Precision, Inc.

Date: 6/02, 2025

AL STUCKY
CEO

APPROVED AS TO FORM BY DEFENDANT'S COUNSEL:


Daniel J. Muller
VENTURA HERSEY & MULLER, LLP
1506 Hamilton Avenue
San Jose, CA 95125

Date: 6/4, 2025

Gregory P. O'Hara
Seth Neulight
NIXON PEABODY, LLP
One Embarcadero Center, 32 Floor
San Francisco, CA 94111

EXHIBIT A

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND
HEARING DATE FOR FINAL COURT APPROVAL**

Sims, et al. v. Mass Precision, Inc., Santa Clara County Superior Ct. No. 23CV426354

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from a class action Private Attorney General Act (“PAGA”) lawsuit (the “Action”) against Defendant Mass Precision, Inc. (“Mass Precision” or “Defendant”) for alleged California wage and hour violations. The Action was filed by former Mass Precision employees Buddy Sims, Ernesto Ortiz and Thaddeus Philyaw, who performed services for Mass Precision and seek payment of (1) back wages and penalties for a class of all current and former hourly, non-exempt employees who were employed by Mass Precision, Inc. and worked in California during the time period starting from June 18, 2018 through May 3, 2025; and (2) penalties under the PAGA for all such employees of Mass Precision in California during the PAGA Period (December 17, 2023, through the date of preliminary approval) (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Settlement Payments, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Settlement Payment is estimated to be \$ [REDACTED] (less payroll tax withholding), and your Individual PAGA Payment is estimated to be \$ [REDACTED]**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Mass Precision’s records, you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work for Mass Precision during the PAGA Period.)

The above estimates are based on Mass Precision’s records showing that **you worked [REDACTED] workweeks** during the Class Period and PAGA Period (“Workweeks”). If you believe that you worked more Workweeks during either period, you can submit a challenge by the deadline date. See Sections 4 and 7 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs’ attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have three basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Settlement Payment and/or an Individual PAGA Payment. As a Settlement Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendant.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting a written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Settlement Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement. See Section 6 of this Notice.
- (3) **Object to the Class Settlement.** If you do not opt out, you may write to the Settlement Administrator about why you object to the settlement and they will forward your concerns to counsel which will then be provided to the Court. If the Court approves the Settlement despite your objection, you will still be bound by the Settlement. See Section 7 of this Notice.

Defendant will not retaliate against you for any action you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Settlement Class Member, eligible for an Individual Settlement Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement ("Released Claims").
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Settlement Class Member and no longer eligible for an Individual Settlement Payment. Non-Settlement Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released PAGA Claims (defined below).
Settlement Class Members Can Object to the Class Settlement but not the PAGA Settlement	All Class Members who do not opt-out ("Settlement Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount

Written Objections Must be Submitted by 	paid to Settlement Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on . You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Settlement Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by 	The amount of your Individual Settlement Payment and (if any) PAGA Payment depend on how many Workweeks you worked at least 8 hours during the Class Period and how many Workweeks you worked at least one day during the PAGA Period, respectively. The number of Workweeks you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by . See Sections 4 and 7 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former employees of Mass Precision. In the Action, Plaintiffs accuse Mass Precision of violating California labor laws by failing to pay all minimum and overtime wages due, failing to provide legally compliant meal and rest periods, failing to reimburse business expenses, failing to provide them all wages due upon separation from employment, and failing to provide accurate, itemized wage statements. Based on the same claims, Plaintiffs have also asserted claims for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, *et seq.*) ("PAGA"). Plaintiffs are represented by the following law firms in the Action ("Class Counsel"): Schneider Wallace Cottrell Konecky, LLP, Lawyers for Justice, P.C., and James Hawkins APLC.

Defendant strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendant or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were ultimately successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Defendant have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

- A. Defendants Will Pay \$1,950,000.00, plus all employer payroll taxes owed on the Individual Settlement Payments, as the Gross Settlement Amount (“Gross Settlement”). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Settlement Payments, Individual PAGA Payments, Class Representatives Service Payments, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the LWDA. Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement not more than ten (10) business days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Settlement Class Members object to the proposed Settlement or the Judgment is appealed.
- B. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
- (1) Up to \$682,500.00 (35% of the Gross Settlement) to Class Counsel for attorneys’ fees and up to \$ [REDACTED] for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - (2) Up to \$10,000.00 to each Plaintiff as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiffs will receive other than Plaintiffs’ Individual Class Payments and any Individual PAGA Payments.
 - (3) Up to \$16,000.00 to the Administrator for services administering the Settlement.
 - (4) Up to \$100,000.00 for PAGA Penalties, allocated 65% to the LWDA and 35% to Individual PAGA Payments to the Aggrieved Employees based on the total number of Pay Periods they worked during the PAGA Period.

Settlement Class Members have the right to object to any of these deductions. The Court will consider all objections.

- C. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making Individual Settlement Payments to Settlement Class Members based on the total number of Workweeks they worked during the Class Period.

- D. Taxes Owed on Payments to Class Members. Plaintiffs and Defendants are asking the Court to approve an allocation of 20% of each Individual Settlement Payment to taxable wages (“Wage Portion”) and 80% to interest and penalties (“Non-Wage Portion.”). The Wage Portion is subject to tax withholdings and will be reported on IRS Forms W-2. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS Forms 1099 if required.

Although Plaintiffs and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payment(s) are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payment(s) received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

- E. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Settlement Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be cancelled and those monies associated with such cancelled check shall, consistent with the requirements of Civil Code Section 384, be equally remitted pursuant to Code of Civil Procedure section 384 to Legal Services For Children, Inc. and Law Foundation of Silicon Valley (“Cy Pres Recipients”), two non-profit legal services organizations located in San Francisco and San Jose.
- F. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Settlement Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than [REDACTED], that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the [REDACTED] Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member’s name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (*i.e.*, Non-Settlement Class Members) will not receive Individual Settlement Payments but will preserve their rights to personally pursue wage and hour claims against Defendant.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Settlement Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

- G. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendant have agreed that, in either case, the Settlement will be void. Defendant will not pay any money and Class Members will not release any claims against Defendant.
- H. Administrator. The Court has appointed a neutral company, Phoenix Class Action Administration Solutions (“Phoenix”) (the “Administrator”), to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will

also decide Class Member and Aggrieved Employee Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

- I. Settlement Class Members' Release. After the Judgment is final and Defendant has fully funded the Gross Settlement, including the amount necessary to pay employer's payroll taxes on Individual Settlement Payments, Settlement Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for (1) wages based on the Class Period facts and/or (2) PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Settlement Class Members will be bound by the following release:

The Settlement Class Members release the Releasees from the following rights or claims: all claims arising between June 18, 2017 and May 3, 2025 or the date of Preliminary Approval, whichever is earlier, inclusive, under state, federal, or local law, arising out of the facts pleaded in the operative Second Amended Complaint filed in this Action (including, but not limited to: claims for violation of Labor Code sections 201-204, 226, 226.7, 510-512, 1174, 1174.1, 1182.11, 1182.12, 1194, 1197, 1197.1, 1198 and 2699 *et seq.* and Business and Professions Code § 17200 *et seq.* and claims based on alleged violations of these Labor Code provisions) and all other claims, such as those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law, that were or could have been pleaded based on the facts asserted in the Action, including: (1) failure to pay for all hours worked; (2) failure to pay minimum wages; (3) failure to pay overtime wages; (4) failure to authorize and permit and/or make available meal and rest periods; (5) failure to provide timely and accurate itemized wage statements; (6) waiting time penalties; and (7) unlawful business practices.

- J. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Defendant has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Settlement Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or the Released Parties based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' PAGA Release is as follows:

For the State of California, and, to the extent permitted by law, the Aggrieved Employees, the PAGA release includes all claims asserted in the PAGA Notice and as alleged in the Second Amended Complaint filed in this Action for PAGA civil penalties pursuant to Labor Code sections 2699, *et seq.* in connection with alleged violations of Labor Code sections 201-203, 204, 226, 226.7, 510,

1182.12, 1174, 1194, 1197, 1198, and 2802.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

- A. Individual Settlement Payments. Individual Settlement Payments will be paid from the Net Settlement and shall be paid pursuant to the settlement formula as follows: (i) first, using the Class Information, the Administrator will compute the total number of Workweeks of all Settlement Class Members collectively during the Class Period; this sum shall be known as the Workweek total; (ii) second, the Administrator will divide the Net Settlement Amount by the Workweek total to determine the settlement value for each Workweek (the “Workweek Value”); and (iii) third, the Administrator will multiply the number of Workweeks of a Settlement Class Member during the Class Period by the Workweek Value to determine that Settlement Class Member’s Individual Settlement Payment.
- B. Individual PAGA Payments. The Administrator will allocate the Individual PAGA Payments to members of the PAGA Settlement Group based on the number of Workweeks each member of the PAGA Settlement Group worked during the PAGA Period. Those Workweeks will be divided by the total number of Workweeks for all members of the PAGA Settlement Group, then multiplied by the \$35,000 portion of the PAGA Payment to determine allocations to individual members of the PAGA Settlement Group. The Settlement Administrator shall issue I.R.S. Form 1099 if required for these payments. For Settlement Class Members, PAGA Settlement Group payments that are to be paid because the Settlement Class Member is a member of the PAGA Group will be paid in one lump sum check with any Individual Settlement Payment.
- C. Workweek/Pay Period Challenges. The number of Workweeks you worked during the Class Period and the PAGA Period, as recorded in Defendant’s records, are stated in the first page of this Notice. You have until [REDACTED] to challenge the number of Workweeks credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator’s contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant’s calculation of Workweeks based on Defendant’s records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Settlement Class Members and Aggrieved Employees) and Defendant’s Counsel. The Administrator’s decision is final. You can’t appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

- A. Settlement Class Members. The Administrator will send, by U.S. mail, a single check to every Settlement Class Member (*i.e.*, every Class Member who doesn’t opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Settlement Payment and any Individual PAGA Payment the Settlement Class Member is eligible to receive under the Settlement.

- B. Non-Settlement Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee.

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Sims, et al. v. Mass Precision, Inc., Santa Clara County Superior Ct. No. 23CV426354*, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **You must send the Administrator your request to be excluded by [REDACTED], or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Settlement Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendant are asking the Court to approve. Before the [REDACTED] Final Approval Hearing, Class Counsel and Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a motion for attorneys' fees, litigation expenses and Plaintiffs' service award, stating (i) the amount Class Counsel are requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as Class Representative Service Awards. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you.

A Settlement Class Member who disagrees with any aspect of the Agreement or the motion for attorneys' fees, litigation expenses and Plaintiffs' service award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections to the Administrator is [REDACTED].** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as *Sims, et al. v. Mass Precision, Inc., Santa Clara County Superior Ct. No. 23CV426354*, and include your name, current address, telephone number, and approximate dates of employment for Defendants and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Settlement Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 9 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [REDACTED] at [REDACTED] a.m./p.m. in Department 7 of the Santa Clara County Superior Court, located at 191 N First St., San Jose, CA 95113. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to <https://portal.sccscourt.org/search> and entering the Case Number for the Action, Case No. 23CV426354.

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

Settlement Administrator:

Name of Company: Phoenix Class Action Administration Solutions ("Phoenix")

Email Address: [REDACTED]

Mailing Address: [REDACTED]

Telephone: [REDACTED]

Class Counsel:

Name of Attorney: Carolyn H. Cottrell; Ori Eldestein; Philippe M.J. Gaudard

Email Address: oedelstein@schneiderwallace.com; pgaudard@schneiderwallace.com

Name of Firm: SCHNEIDER WALLACE COTTRELL KONECKY LLP

Mailing Address: 2000 Powell Street, Suite 1400, Emeryville, California 94608

Telephone: (415) 421-7100

Name of Attorney: James Hawkins; Greg Mauro

Email Address: james@jameshawkinsaplc.com; greg@jameshawkinsaplc.com

Name of Firm: JAMES HAWKINS APLC

Mailing Address: 9880 Research Dr., Irvine, California, 92618

Telephone: (949) 387-7200

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

1 **PROOF OF SERVICE**

2 I, the undersigned, declare that I am, and was at the time of service of the papers herein
3 referred to, over the age of 18 years and not a party to the within action or proceeding. I am
4 employed at Schneider Wallace Cottrell Kim LLP located at 300 S Grand Avenue, Suite
2700, Los Angeles, California 90071.

5 On October 8, 2025, served the following document(s):

6 **DECLARATION OF CAROLYN H. COTTRELL IN SUPPORT OF MOTION FOR**
7 **PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**

8 on the following person(s) listed below, as follows:

9 Daniel J. Muller (SBN 193396)
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26 ☒ **BY ELECTRONIC SERVICE:** Eugene Huffman, Paralegal, has submitted an
27 electronic version of the above-referenced document to the person(s) whose email
28 address(es) are known to me as listed above.