

# CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff *Victor Manuel Ibarra* (“Plaintiff”) and defendants *Precision Metal Products, Inc. and HBD Industries, Inc.* (“Defendants”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

## 1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s class and representative action lawsuit alleging wage and hour violations against Defendants and also seeking penalties pursuant the Private Attorneys General Act (“PAGA”) against Defendants captioned *Victor Manuel Ibarra, et al. v. Precision Metal Products, Inc. and HBD Industries, Inc., et. al.* initiated on July 26, 2024 and pending in Superior Court of the State of California, County of San Diego (Case No. 24CU003229C) (hereinafter referred to as the “Action”).
- 1.2. “Administrator” means ILYM Group, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Aggrieved Employee” means all current and former non-exempt California employees of Defendant who worked for Defendant during the PAGA Period.
- 1.5. “Class” means all current and former non-exempt employees of Defendant who worked for Defendant in California at any time during the Class Period.
- 1.6. “Class Counsel” means Otkupman Law Firm, A Law Corporation.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.8. “Class Data” means Class Member identifying information in Precision’s possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.
- 1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non- Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available

sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

- 1.11. "Class Notice" means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English.
- 1.12. "Class Period" means the period from June 9, 2022 through the date of preliminary approval of the Settlement by the Court.
- 1.13. "Class Representative" means Plaintiff Victor Manuel Ibarra.
- 1.14. "Class Representative Service Payment" means the payment to the Class Representative for initiating the Action and providing services in support of the Action.
- 1.15. "Court" means the Superior Court of California, County of San Diego.
- 1.16. "Defendant" in the singular as used herein, or "Precision," means only named Defendant Precision Metal Products, Inc. HBD Industries, Inc. ("HBD") has no obligation to pay any monies as it did not have any non-exempt California employees during the Class Period and PAGA Period.
- 1.17. "Defense Counsel" means Matthew Farmer of Littler Mendelson, P.C.
- 1.18. "Effective Date" shall mean the date when the final approval of the Settlement can no longer be appealed.
- 1.19. "Final Approval" means the Court's order granting final approval of the Settlement in the Action.
- 1.20. "Final Approval Hearing(s)" means the Court's hearing(s) on the Motion for Final Approval of the Settlement in the Action.
- 1.21. "Final Judgment(s)" means the Judgment(s) Entered by the Court upon Granting Final Approval of the Settlement in the Action.
- 1.22. "Gross Settlement Amount" means the maximum settlement amount Defendant shall pay in any event in exchange for the settlement and release of claims alleged in the Action, which is Four Hundred Twenty-Five Thousand Dollars (\$425,000.00). The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment and the Administrator's Expenses. ***Under no circumstances except for employer side payroll taxes and triggering of the escalator clause in paragraph 8 below, shall Precision be required to pay more than the Maximum Settlement Amount. HBD***

***has no obligation to pay any monies as it did not have any non-exempt employees during the Class Period and PAGA Period.***

- 1.23. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 35% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period.
- 1.25. “Judgment(s)” means the judgment(s) entered by the Court based upon the Final Approval.
- 1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.27. “LWDA PAGA Payment” means the 65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.29. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.30. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.31. “PAGA Period” is defined as July 26, 2023, through the date notice is given by the Court granting preliminary approval of the Settlement.
- 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *Et seq.*).
- 1.33. “PAGA Notice” means Plaintiff’s July 25, 2024 letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a).
- 1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 35% to the Aggrieved Employees and the 65% to LWDA in settlement of PAGA claims.
- 1.35. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

- 1.36. "Plaintiff" means Victor Manuel Ibarra, the named plaintiff in the Action.
- 1.37. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement in the Action.
- 1.38. "Preliminary Approval Order(s)" means the order(s) granting preliminary approval of the settlement entered by the Court in the Action.
- 1.39. "Released Class Claims" means the claims being released as described in Paragraph 5.2 below.
- 1.40. "Released PAGA Claims" means the claims being released as described in Paragraph 5.3 below.
- 1.41. "Released Parties" means: Defendants and each of their former, present and future owners, parents, and subsidiaries, and all of their current, former and future spouse(s), children, officers, directors, members, managers, employees, consultants, partners, shareholders, joint venturers, agents, predecessors, successors, assigns, accountants, insurers, reinsurers, management companies, and legal representatives.
- 1.42. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.43. "Response Deadline" means 60 days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.
- 1.44. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.
- 1.45. "Workweek" means any week during which a Class Member worked for Defendant for at least one day, during the Class Period.

## **2. RECITALS.**

- 2.1. On July 26, 2024 Plaintiff filed a class action Complaint alleging causes of action against Defendants for (1) failure to provide meal periods in violation of Labor Code sections 226.7, 512, and 558; (2) failure to provide rest periods in violation of Labor Code sections 226.7, 512, and 558; (3) failure to pay all wages in violation of Labor Code sections 510, 1194, and 1194.2; (4) knowing and intentional failure to comply with itemized employee wage statement provisions in violation of Labor Code Section 226 (a),(e), and 1174 (d) (5) timely pay wages due at termination in violation of Labor Code sections 201 – 203; (6) failure to timely pay employees in

violation of Labor Code section 204(a), (b); (7) failure to reimburse for business expenses in violation of Labor Code section 2802; (8) failure to pay for all hours worked including overtime hours worked in violation of Labor Code sections 210, 218; (9) violation of Labor Code section 221; (10) failure to provide place of employment that is safe and healthful; (11) violation of Business and Professions Code Section 17200. On October 1, 2024, Plaintiff filed a First Amended Complaint against Defendant adding one cause of action for penalties pursuant to Labor Code Section 2699(f) for violations of Labor Code Sections 226.7, 512, 558, 510, 1194, 1194.2, 226(a), (e), 201-203, 204 (a)(b), 2802, 221, 210, 218. (“Operative Action”) Defendants deny the allegations in the Action, deny any failure to comply with the laws identified in in the Action and deny any and all liability for the causes of action alleged.

- 2.2. Pursuant to Labor Code section 2699.3, subd. (a), Plaintiff gave written notice to Defendants and the LWDA by sending the PAGA Notice.
- 2.3. On April 25, 2025, the Parties participated in an all-day mediation presided over by Lisa Klerman which led to this Agreement to settle the Action.
- 2.4. Prior to mediation, Plaintiff obtained, through formal discovery, statistical data, including records of Defendant’s employees, which consisted of wage statements, clock-in and clock-out times, times taken for meal breaks, wages earned during the relevant pay periods, written policies and procedures on meal breaks, rest breaks, overtime compensation, and reimbursement for business expenses, the number of workweeks and pay periods in the class, the total number of class members and aggrieved employees, and the average rate of pay for class members each year in question. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).
- 2.5. The Court has not granted class certification. The Parties engaged in private mediation prior to class certification, and by way of a Motion for Preliminary Approval, will request provisional certification of the Class.
- 2.6. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

### 3. **MONETARY TERMS.**

- 3.1. Gross Settlement Amount. Defendant promises to pay \$425,000.00 and no more as the Gross Settlement Amount, and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring

Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

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

3.2.1. To Plaintiff: Class Representative Service Payment to the Class Representative of not more than \$10,000.00 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member. Defendants will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 1/3 of the Gross Settlement Amount, which is currently estimated to be \$141,525.00 and a Class Counsel Litigation Expenses Payment of not more than \$25,000.00. Defendants will not oppose requests for these payments provided that they do not exceed these amounts. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms.

3.2.3. To the Administrator: Plaintiff will obtain a not-to-exceed quote from the Administrator for settlement administration costs. The settlement administration costs shall be paid out of the Gross Settlement Amount. To the extent the Court awards payments of settlement administration costs in an amount that is less than the amount stated herein, the remainder shall become part of the Net Settlement Amount.

3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

3.2.4.1. Tax Allocation of Individual Class Payments. 10% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 90% of each Participating Class Member's

Individual Class Payment will be allocated to settlement of claims for interest and penalties (the “Non-Wage Portion”). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$25,000.00 to be paid from the Gross Settlement Amount, with 65% (\$16,250.00) allocated to the LWDA PAGA Payment and 35% (\$8,750.00) allocated to the Individual PAGA Payments.

3.2.5.1. Each PAGA Employees’ pro rata share of the PAGA Employee Fund (“Individual Settlement Share”) will be determined by converting the PAGA Employee Fund into a pay period value. The pay period value will be established by dividing the PAGA Employee Fund by all pay periods actually worked by the PAGA Employees during the PAGA Period in the state of California as determined by Precision’s payroll records. The Individual Settlement Share for each PAGA Employee will be determined by multiplying the pay period value by each PAGA Employee’s individual PAGA pay periods. All payments are for penalties and will be reported on IRS 1099 forms.

3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The amount of the PAGA Penalties awarded by the Court is not a material term of this Agreement and if the Court approves an amount for PAGA Penalties less than the amount requested, or requests that the Parties allocate a greater amount of the Gross Settlement Amount toward the PAGA Penalties, it shall not result in the Agreement being void. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

#### 4. **SETTLEMENT FUNDING AND PAYMENTS.**

4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records, Defendant estimates there are a total of 12,705 Workweeks during the Class Period and a total of 6,888 Pay Periods during the PAGA Period.

- 4.2. Class Data. Not later than 14 court days after service of notice of entry of order for Preliminary Approval of the Settlement in this Action, Precision will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Precision must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.
- 4.3. Funding of Gross Settlement Amount. Defendant shall deposit the Gross Settlement Amount with the Settlement Administrator within the later of: (a) 45 days after the Effective Date; or (b) July 31, 2026 ("Funding Date"). The Parties agree Precision may make funding payments in installments so long as the full amount owed is fully funded by the Funding Date.
- 4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendant fully funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment.
- 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 120 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
- 4.4.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the

Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

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

5. **RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Aggrieved Employees will release claims against all Released Parties as follows:

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

5.1.1. **Plaintiff's Waiver of Rights Under California Civil Code Section 1542.** For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, 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.

**5.1.2 Class Released Claims.** “Class Released Claims” means all claims for violations of the following Labor Code sections that were actually alleged or that could have been alleged in the Action by Plaintiff, on behalf of the Class Employees for the entire Class Period and, as well as any and all wage and hour claims and that were asserted or could have been asserted based on the factual or legal allegations contained in Plaintiff’s First Amended Complaint, arising at any time during the Class Period, including but not limited to: (1) failure to provide meal periods; (2) failure to provide rest periods; (3) failure to pay all wages; (4) knowing and intentional failure to comply with itemized employee wage statement provisions; (5) failure to timely pay wages due at termination; (6) failure to timely pay employees in violation of Labor Code section 204, subdivisions (a) and (b); (7) failure to reimburse for business expenses; (8) failure to pay for all hours worked, including overtime hours; (9) violation of Labor Code section 221; (10) violation of Business and Professions Code section 17200; and (11) penalties pursuant to Labor Code section 2699, subdivision (f) for violations of Labor Code sections 226.7, 512, 558, 510, 1195, 1194.2, 226(a), (e), 201-203, 204(a)(b), 2802, 221, 210, 218, together with any other claims, remedies, penalties, or interest that could have been pled based on the facts alleged in the First Amended Complaint; and (l) all claims that Plaintiff, the Class Employees may have against the Released Parties relating to: (i) the payment, taxation, and allocation of attorney’s fees and costs to Plaintiff’s Counsel pursuant to this Settlement Agreement; and (ii) the payment, taxation, and allocation of Plaintiff’s Payment pursuant to this Settlement Agreement. The release of the Released Claims shall be effective as to the entire Class Period defined above.

**5.1.3 PAGA Released Claims.** “PAGA Released Claims” means all claims for violations of the following Labor Code sections on behalf of Plaintiff, the PAGA Employees and the State of California for the entire PAGA Period, as well as any and all PAGA claims that were asserted or could have been asserted based on the factual or legal allegations contained in Plaintiff’s First Amended Complaint, including (a) penalties under PAGA for alleged violations of Labor Code sections 201-203, 204, 210, 218, 218.5, 221, 226, 226.4, 226.7, 246 se seq., 510, 511, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1198.5, 1199, 2802, 2810.5, and 2699 et. seq., claims for violation of the provisions of the applicable Wage Orders regarding minimum wage, overtime, meal periods and rest periods, as well as allegations regarding the late payment of wages during employment and of final wages, inaccurate wage statements, improper deductions from pay, and failure to reimburse business expenses, together with claims for the attorney’s fees and costs incurred in the prosecution of this Action on behalf of the Class Employees and PAGA Employees; and all claims that Plaintiff, the State of California and the PAGA Employees may have against the Released Parties relating to: (i) the payment, taxation, and allocation of attorney’s fees and costs to Plaintiff’s Counsel pursuant to this Settlement Agreement; and (ii) the payment, taxation, and

allocation of Plaintiff's Payment pursuant to this Settlement Agreement. The release of the Released Claims shall be effective as to the entire PAGA Period defined above.

5.2. Release by Named Plaintiff as Proxy or Agent of LWDA. Upon the Effective Date, the LWDA, by and through Plaintiff as an agent or proxy of the LWDA, shall be deemed to release the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the PAGA Notice.

6. 5.3. Upon the Effective Date, defined below, Plaintiff, on behalf of himself, the State of California, all PAGA Employees and all Class Employees, release the Released Parties from the Released Claims. Both PAGA Employees and/or Class Employees may discover facts in addition to those they now know or believe to be true with respect to the subject matter of the Released Claims, but upon the Effective Date, PAGA Employees and Class Employees shall be deemed to have, and by operation of the Settlement Approval order shall have, fully, finally, and forever settled and released any and all of the Released Claims, without regard to the subsequent discovery or existence of such different or additional facts. PAGA Employees and Class Employees agree not to sue or otherwise make a claim against any of the Released Parties that seeks recovery for any of the Released Claims. It is the intent of the Parties that the Settlement Approval order entered by the Court shall have full *res judicata* effect and be final and binding upon PAGA Employees and Class Employees regarding the Released Claims. **MOTION FOR PRELIMINARY APPROVAL.** Plaintiff agrees to prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") no later than 60 days after the full execution of this Agreement. Plaintiff shall provide a draft of the Motion for Preliminary Approval paperwork to Defendants prior to filing the paperwork with the Court.

## 7. SETTLEMENT ADMINISTRATION.

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

7.2. Notice to Class Members.

7.2.1. No later than 3 business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and Pay Periods in the Class Data.

7.2.2. Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all

Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

- 7.2.3. Not later than 3 business days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- 7.2.4. The deadlines for Class Members’ written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 60 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- 7.2.5. If the Administrator, Defendants or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and in good faith in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

7.3. Requests for Exclusion (Opt-Outs).

- 7.3.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member’s election to be excluded from the Settlement and includes the Class Member’s name, address and email address or telephone number. To

be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

7.3.2. The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

7.3.3. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.3.4. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims in this Agreement and are eligible for an Individual PAGA Payment.

7.4. Challenges to Calculation of Workweeks. Each Class Member shall have 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

7.5. Objections to Settlement.

7.5.1. Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

7.5.2. Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 60 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

7.5.3. Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

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

7.6.1. Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

7.6.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

- 7.6.3. Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.
- 7.6.4. Administrator's Declaration. Not later than 14 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.
- 7.6.5. Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.
8. **CLASS SIZE ESTIMATES and ESCALATOR CLAUSE.** Precision represents the Class Period contains approximately 12,705 workweeks from June 9, 2022, through March 2, 2025. If the number of workweeks worked by all Class Members in the Class Period is ultimately determined to exceed 15,246 workweeks (more than a 20 percent increase), then the Gross Settlement Amount shall be increased by a pro rata amount for each additional workweek above 15,246, workweeks. For example, if the number of Workweeks increases by 21%, the Gross Settlement Amount will increase by 1%. Should this clause be triggered, Precision has the right to shorten the Class Period in lieu of increasing the Gross Settlement Amount (i.e., close the class period, at Precision's discretion, on a date that does not exceed 15,246 workweeks).
9. **MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement.
- 9.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive

documents in Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

- 9.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.
- 9.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
- 9.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.
- 9.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

10. **AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.
11. **NOTICE OF SETTLEMENT TO LWDA.** Plaintiff and Class Counsel shall provide notice to the LWDA of the proposed settlement as required by California Labor Code section 2699, subdivision (1)(2), as well as any other information required by law to be provided to the LWDA to effectuate the terms of this Agreement.
12. **ADDITIONAL PROVISIONS.**
  - 12.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, Defendants reserve the right to contest certification of any class for any reasons, and Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).
  - 12.2. Confidentiality Prior to Preliminary Approval. Plaintiff and Class Counsel, separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Plaintiff and Class Counsel agrees to immediately notify Defendants and Defendants' Counsel of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff and Class Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

- 12.3. Publicity. Neither Plaintiff nor Plaintiff's counsel will publicize this Settlement by Defendants' names or locations, through a press release, posting on counsels' website, in social media or by any other public means, other than necessary court filings and proceedings associated with the Settlement. Nothing in this provision is intended to prohibit (i) Plaintiff from discussing this settlement with his spouse or partner, attorneys or tax advisor; or (ii) Plaintiff's counsel from communicating with putative class members in this case or with the court in which this action is pending.
- 12.4. No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 12.5. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 12.6. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 12.7. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 12.8. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 12.9. No Tax Advice. Neither Plaintiff, Class Counsel, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

- 12.10. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 12.11. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 12.12. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 12.13. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 12.14. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 12.15. Use of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court.
- 12.16. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 12.17. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 12.18. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 12.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

  
\_\_\_\_\_  
Plaintiff VICTOR MANUEL IBARRA

Dated: 08 / 26 / 2025

\_\_\_\_\_  
By:   
Defendants PRECISION METAL  
PRODUCTS, INC. and HBD INDUSTRIES,  
INC

Dated: 9/5/25

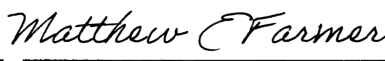
APPROVED AS TO FORM:

OTKUPMAN LAW FIRM, A LAW  
CORPORATION

Littler Mendelson, P.C.

  
\_\_\_\_\_  
Roman Otkupman  
Nidah Farishta  
Counsel For Plaintiff

Dated: 08 / 26 / 2025

  
\_\_\_\_\_  
Matthew Farmer

Counsel For Defendants

Dated: 9-8-25

# AMENDMENT TO CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

**WHEREAS** Plaintiff Victor Manuel Ibarra (“Plaintiff”) and Defendants *Precision Metal Products, Inc. and HBD Industries, Inc.* (“Defendants”; Defendants and Plaintiff collectively “Parties”) entered into the “Memorandum of Understanding Regarding Class and PAGA Settlement” (“MOU”) attached hereto as Exhibit “A”;

**WHEREAS** the Parties, based upon the terms of the MOU subsequently entered into the “Class Action and PAGA Settlement Agreement” (“Longform Agreement”) attached hereto as Exhibit “B”; and

**WHEREAS** the Parties, in preparing the Longform Agreement, inadvertently did not include, but meant to include, clause 26 of the MOU that reads: “**Right to Cancel:** If more than 10% of the Class Members opt out of the settlement then Defendants have the right to withdraw from the Settlement.”

**IT IS HEREBY STIPULATED AND AGREED** that the Longform Agreement is amended to insert and include the following clause:

**Right to Cancel:** If more than 10% of the Class Members opt out of the settlement then Defendants have the right to withdraw from the Settlement.” The Parties agree that, if Defendants withdraw, the Settlement shall be void ab initio and have no force or effect whatsoever, and neither Party will have any further obligation to perform under this Agreement; provided, however, Defendants will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendants must notify Class Counsel and the Court of its election to withdraw not later than 15 days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

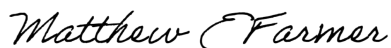
**SO STIPULATED AND AGREED.**



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Roman Otkupman  
Nidah Farishta  
OTKUPMAN LAW FIRM, A LAW  
CORPORATION  
Attorneys for Plaintiff,  
VICTOR MANUEL IBARRA

Dated: \_\_\_\_\_



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Matthew Farmer  
LITTLER MENDELSON, P.C.  
Attorneys for Defendants,  
PRECISION METAL PRODUCTS, INC. and  
HBD INDUSTRIES, INC

Dated: 1-22-26

# **EXHIBIT "A"**

**Memorandum of Understanding  
Regarding Class and PAGA Settlement**

***Victor Manuel Ibarra v. Precision Metal Products, Inc. and HBD Industries, Inc.***  
**Superior Court State of California, County of San Diego**  
Case No. 24CU003229C

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Subject to the final approval of the Superior Court of California for the County of San Diego (“Court”) and the Labor Workforce Development Agency (“LWDA”), and with the understanding that this Memorandum of Understanding (“MOU”) will be further memorialized in a formal, written settlement agreement, Victor Manuel Ibarra (“Plaintiff”), on behalf of himself and on behalf of other PAGA Employees pursuant to the Private Attorneys General Act (“PAGA”) and Class Employees, on the one hand, and Defendants Precision Metal Products, Inc. (“Precision”), and HBD Industries, Inc. (“HBD”; both Defendants collectively, “Defendants”) on the other hand, hereby agree to settle the lawsuit entitled ***Victor Manuel Ibarra v. Precision Metal Products, Inc. and HBD Industries, Inc.***, Superior Court State of California, County of San Diego Case No. Case No. 24CU003229C (the “Action”), filed on July 26, 2024, on the following terms (“Settlement”):

1. **Class Period.** The Class Period is defined as June 9, 2022, through the date notice is given by the Court granting preliminary approval of the Settlement.
2. **Class Employees for Purposes of Settlement:** All current and former non-exempt employees of Precision who worked during the Class Period in the state of California (collectively the “Class Employees”). Plaintiff and Defendants (collectively “Parties”) stipulate and agree HBD did not employ any non-exempt employees in California during the Class Period. As part of this settlement, HBD shall be dismissed with prejudice from the lawsuit.
3. **PAGA Period.** The PAGA Period is defined as July 26, 2023, through the date notice is given by the Court granting preliminary approval of the Settlement.
4. **PAGA Employees for Purposes of Settlement:** All current and former non-exempt employees of Precision who worked for Precision in the state of California during the PAGA Period (collectively the “PAGA Employees”).
5. **PAGA/Class Counsel and Class/PAGA Representative:** Plaintiff’s attorneys, Otkupman Law Firm, will seek any needed approval to be counsel for the PAGA Employees and Class Employees (“Counsel”). Plaintiff will seek appointment as the Class Representative and PAGA Representative.
6. **Parties:** The Settlement is entered into by the Plaintiff and Defendants.
7. **Maximum Settlement Amount for the Action:** The maximum potential value of the settlement is Four Hundred and Twenty-Five Thousand Dollars (\$425,000.00) (“Maximum Settlement Amount”). The Maximum Settlement Amount is the maximum amount Precision can be required to pay under this Settlement, including, but not limited to: (1) Payments to the Class Employees for their share of the Net Settlement Amount (defined

below); (2) Payments to the PAGA Employees of their share of the Net Settlement Amount; (3) Counsels' Attorneys' Fees; (4) Counsels' Litigation Costs and Expenses; (5) Settlement Administration Costs; (6) payment of a Service Award to Plaintiff; (7) the payment to the LWDA of its share of Net Settlement Amount; (8) employee side payroll taxes. Employer side payroll taxes will be paid separately. ***Under no circumstances, except for employer side payroll taxes and triggering of the escalator clause in paragraph 8 below, shall Precision be required to pay more than the Maximum Settlement Amount. HBD has no obligation to pay any monies as it did not have any non-exempt California employees during the Class Period and PAGA Period.***

- 8. Escalator Clause:** Precision represents the Class Period contains approximately 12,705 workweeks from June 9, 2022, through March 2, 2025. If the number of workweeks worked by all Class Members in the Class Period is ultimately determined to exceed 15,246 workweeks (more than a 20 percent increase), then the Gross Settlement Amount shall be increased by a pro rata amount for each additional workweek above 15,246, workweeks. For example, if the number of Workweeks increases by 21%, the Gross Settlement Amount will increase by 1%. Should this clause be triggered, Defendants have the right to shorten the Class Period in lieu of increasing the Gross Settlement Amount (i.e., close the class period, at Defendants' discretion, on a date that does not exceed 15,246 workweeks).
- 9. Plaintiff's General Release:** In exchange for a Service Award in the amount of Ten Thousand Dollars (\$10,000.00), if appointed as the Class Representative, Plaintiff will provide the Released Parties (defined below) with a Complete and General Release which shall become effective as of the Effective Date, in consideration of Defendants' promises and agreements as set forth herein. In exchange for the consideration provided to Plaintiff under the Settlement, Plaintiff shall waive all rights he may have under Civil Code section 1542. Any approved Service Award is in addition to the Plaintiff's pro rata share of the Net Settlement Amount.
- 10. Counsel's Fees And Costs:** Precision agrees not to oppose an application for attorney fees' of up to Thirty-Three and 1/3 Percent (33.3%) of the Maximum Settlement Amount (\$141,525.00) and reimbursement of litigation costs and expenses of up to Twenty-Five Thousand Dollars and No Cents (\$25,000.00). All Attorneys' Fees and Costs awarded will be paid out of the Maximum Settlement Amount. Any portion of these fees or costs that is not awarded by the Court shall become part of the Net Settlement Amount.
- 11. Cost of Administration:** Plaintiff will obtain a not-to-exceed quote from ILYM ("Settlement Administrator"), for settlement administration costs. The settlement administration costs shall be paid out of the Maximum Settlement Amount. To the extent the Court awards payments of settlement administration costs in an amount that is less than the amount stated herein, the remainder shall become part of the Net Settlement Amount.
- 12. Net Settlement Amount:** "Net Settlement Amount" means the Maximum Settlement Amount *minus* the sum of: (1) Counsels' Fees; (2) Counsels' Costs (3) the Settlement Administration Costs; and (4) Plaintiff's Service Award for being the Class Representative.

Out of the Net Settlement Amount, \$25,000.00 is designated as the PAGA Payment, the LWDA will be paid 75% of the PAGA Payment and the remaining 25% of the PAGA Payment (“PAGA Employee Fund”) will be paid to PAGA Employees as set forth below. The remainder of the Net Settlement Amount, estimated to be \$217,025.00 (“Class Employee Fund”), will be paid to the Class Employees as outlined below.

- 13. PAGA Payout Calculation:** Each PAGA Employees’ pro rata share of the PAGA Employee Fund (“Individual Settlement Share”) will be determined by converting the PAGA Employee Fund into a pay period value. The pay period value will be established by dividing the PAGA Employee Fund by all pay periods actually worked by the PAGA Employees during the PAGA Period in the state of California as determined by Precision’s payroll records. The Individual Settlement Share for each PAGA Employee will be determined by multiplying the pay period value by each PAGA Employee’s individual PAGA pay periods. All payments are for penalties and will be reported on IRS 1099 forms.
- 14. Class Employees Opt-Out or Object:** Class Employees will have the right to opt-out or object to the settlement. A Class Employee can opt-out of the settlement or object to the amount of their payout or to the Settlement by submitting an objection within 60 calendar days from the date the notice of settlement is mailed. Class Employees who submit timely requests to opt-out of the Settlement will not receive payment from the Settlement and will not be bound by the terms of the proposed Settlement or the final judgment (with the exception of claims arising under the PAGA). Eligible PAGA Employees will receive their share of the employee portion of the PAGA Penalties and will be deemed to have released any claims arising out of PAGA, regardless of whether they opt-out from the release of their class claims. The parties agree that there is no right for PAGA employees to opt out of the PAGA portion of the settlement.
- 15. Class Payout Calculation:** Each Class Employees’ pro rata share of the Class Employee Fund (“Individual Settlement Share”) will be determined by converting the Class Employee Fund into a work week value. The work week value will be established by dividing the Class Employee Fund by all work weeks actually worked by the Class Employees during the Class Period in the state of California. The work weeks worked by Class Employees during the Class Period will be determined by Precision’s payroll records. The Individual Settlement Share for each Class Employee will be determined by multiplying the workweek value by each Class Employee’s individual work weeks. These payments will be treated 20% as wages and 80% as penalties, interest and similar damages.
- 16. Class Released Claims.** “Class Released Claims” means all claims for violations of the following Labor Code sections that were actually alleged or that could have been alleged in the Action by Plaintiff, on behalf of the Class Employees for the entire Class Period and, as well as any and all wage and hour claims and that were asserted or could have been asserted based on the factual or legal allegations contained in Plaintiff’s First Amended Complaint, arising at any time during the Class Period, including but not limited to: (1) failure to provide meal periods; (2) failure to provide rest periods; (3) failure to pay all wages; (4) knowing and intentional failure to comply with itemized employee wage statement provisions; (5) failure to timely pay wages due at termination; (6) failure to timely pay employees in violation of Labor Code section 204, subdivisions (a) and (b); (7)

failure to reimburse for business expenses; (8) failure to pay for all hours worked, including overtime hours; (9) violation of Labor Code section 221; (10) violation of Business and Professions Code section 17200; and (11) penalties pursuant to Labor Code section 2699, subdivision (f) for violations of Labor Code sections 226.7, 512, 558, 510, 1195, 1194.2, 226(a), (e), 201-203, 204(a)(b), 2802, 221, 210, 218, together with any other claims, remedies, penalties, or interest that could have been pled based on the facts alleged in the First Amended Complaint; and (l) all claims that Plaintiff, the Class Employees may have against the Released Parties relating to: (i) the payment, taxation, and allocation of attorney's fees and costs to Plaintiff's Counsel pursuant to this Settlement Agreement; and (ii) the payment, taxation, and allocation of Plaintiff's Payment pursuant to this Settlement Agreement. The release of the Released Claims shall be effective as to the entire Class Period defined above.

**17. PAGA Released Claims.** "PAGA Released Claims" means all claims for violations of the following Labor Code sections on behalf of Plaintiff, the PAGA Employees and the State of California for the entire PAGA Period, as well as any and all PAGA claims that were asserted or could have been asserted based on the factual or legal allegations contained in Plaintiff's First Amended Complaint, including (a) penalties under PAGA for alleged violations of Labor Code sections 201-203, 204, 210, 218, 218.5, 221, 226, 226.4, 226.7, 246 se seq., 510, 511, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1198.5, 1199, 2802, 2810.5, and 2699 et. seq., claims for violation of the provisions of the applicable Wage Orders regarding minimum wage, overtime, meal periods and rest periods, as well as allegations regarding the late payment of wages during employment and of final wages, inaccurate wage statements, improper deductions from pay, and failure to reimburse business expenses, together with claims for the attorney's fees and costs incurred in the prosecution of this Action on behalf of the Class Employees and PAGA Employees; and all claims that Plaintiff, the State of California and the PAGA Employees may have against the Released Parties relating to: (i) the payment, taxation, and allocation of attorney's fees and costs to Plaintiff's Counsel pursuant to this Settlement Agreement; and (ii) the payment, taxation, and allocation of Plaintiff's Payment pursuant to this Settlement Agreement. The release of the Released Claims shall be effective as to the entire PAGA Period defined above.

**18. Released Parties.** "Released Parties" means Precision and HBD as well as their owners, officers, directors and management/exempt employees, insurers, and attorneys, as well as Defendants' successors and assigns.

**19. Release By Class and PAGA Employees:** Upon the Effective Date, defined below, Plaintiff, on behalf of himself, the State of California, all PAGA Employees and all Class Employees, release the Released Parties from the Released Claims. Both PAGA Employees and/or Class Employees may discover facts in addition to those they now know or believe to be true with respect to the subject matter of the Released Claims, but upon the Effective Date, PAGA Employees and Class Employees shall be deemed to have, and by

operation of the Settlement Approval order shall have, fully, finally, and forever settled and released any and all of the Released Claims, without regard to the subsequent discovery or existence of such different or additional facts. PAGA Employees and Class Employees agree not to sue or otherwise make a claim against any of the Released Parties that seeks recovery for any of the Released Claims. It is the intent of the Parties that the Settlement Approval order entered by the Court shall have full *res judicata* effect and be final and binding upon PAGA Employees and Class Employees regarding the Released Claims.

- 20. Notice:** Notice of the settlement will be provided to the Class Employees and PAGA Employees by U.S. mail to their last known addresses as reflected in Precision's records. However, the claims administrator will conduct a National Change of Address search to confirm the most recent address and will mail the notice and claim form to the most recent address available by first class mail, in the event that the current address differs from Precision's records.
- 21. Court Approval:** If the Court fails to approve this Settlement for any reason, the Settlement shall be considered void *ab initio* and shall be of no force or effect whatsoever, and shall not be referred to or utilized for any purpose whatsoever.
- 22. No Admission:** By agreeing to this Settlement, Defendants make no admission with respect to liability or wrongdoing. Defendants acknowledge that it is participating in this settlement to avoid the expense, inconvenience and delay of further litigation.
- 23. Publicity:** Neither Plaintiff nor Plaintiff's counsel will publicize this Settlement by Defendants' names or locations, through a press release, posting on counsels' website, in social media or by any other public means, other than necessary court filings and proceedings associated with the Settlement. Nothing in this provision is intended to prohibit (i) Plaintiff from discussing this settlement with his spouse or partner, attorneys or tax advisor; or (ii) Plaintiff's counsel from communicating with putative class members in this case or with the court in which this action is pending.
- 24. Effective Date:** The Effective Date of the Settlement will be when the final approval of the Settlement can no longer be appealed. Precision shall fund the Maximum Settlement Amount within the later of: (a) 45 days after the Effective Date; or (b) July 31, 2026 ("Funding Date"). The Parties agree Precision may make funding payments in installments so long as the full amount owed is fully funded by the Funding Date.
- 25. Settlement Checks:** Individual Settlement Payment checks will remain valid for a period of 120 calendar days after they issue, and shall be cancelled thereafter. Uncashed checks will be handled in accordance with the provisions of California Code of Civil Procedure section 384.
- 26. Right to Cancel:** If more than 10% of the Class Members opt out of the settlement then Defendants have the right to withdraw from the Settlement.

**27. Preparation Of Settlement Agreement And Supporting Documents:** Within forty-five (45) business days after receipt of this MOU signed by Plaintiff and his Counsel, counsel for Plaintiff will provide a draft of the final written settlement agreement and all supporting documents to Counsel. Thereafter, the Parties shall cooperate in finalizing the settlement agreement. Counsel for Plaintiff is responsible for preparing all papers needed for approval of this Settlement.

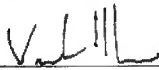
**28. Representation As To No Other Known Claims:** Counsel represent that as of this time they do not represent any other current or former employees of Defendants, and have no current plans to file any new litigation against Defendants.

**\*\*\*\*THIS PORTION OF THE AGREEMENT INTENTIONALLY LEFT BLANK\*\*\*\***

**29. Binding Agreement:** The Parties intend that this Memorandum of Understanding shall be fully enforceable and binding upon the parties, and that it shall be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding the mediation confidentiality provisions that otherwise might apply under federal or state law.

The foregoing sets forth all the material terms of the Settlement and supersedes all prior settlement discussions. In agreement of the foregoing, the representatives of the Parties execute this agreement below.

**For Plaintiff:**

  
\_\_\_\_\_  
Victor Manuel Ibarra

Date: 07 / 01 / 2025

**For Defendants:**

  
\_\_\_\_\_  
Precision Metal Products, Inc.  
  
\_\_\_\_\_  
HBD Industries, Inc.

Date: 07/07/2025

Date: 07/07/2025

**Approved as to form:**

  
\_\_\_\_\_  
Roman Otkupman  
Attorney for Plaintiff

Date: 07 / 01 / 2025

  
\_\_\_\_\_  
Matthew E. Farmer  
Attorney for Defendants

Date: July 8, 2025

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| File name               | CLEAN_HBD_Ibarra_...iation_FINAL.docx    |
| Document ID             | bd4dca093970e7350b9834b3a9917204af8495d5 |
| Audit trail date format | MM / DD / YYYY                           |
| Status                  | <div><div></div>Signed</div>             |

Document History

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| <div><div></div><div>SENT</div></div>        | <div>07 / 01 / 2025</div> <div>10:24:51 UTC-7</div> | <div>Sent for signature to Victor Manuel Ibarra (victoribarra0911@gmail.com) and Roman Otkupman (roman@olfla.com) from rotkupman@gmail.com</div> <div>IP: 76.32.214.243</div> |
| <div><div></div><div>VIEWED</div></div>      | <div>07 / 01 / 2025</div> <div>10:25:02 UTC-7</div> | <div>Viewed by Victor Manuel Ibarra (victoribarra0911@gmail.com)</div> <div>IP: 207.213.53.57</div>                                                                           |
| <div><div></div><div>SIGNED</div></div>    | <div>07 / 01 / 2025</div> <div>10:27:54 UTC-7</div> | <div>Signed by Victor Manuel Ibarra (victoribarra0911@gmail.com)</div> <div>IP: 70.167.119.7</div>                                                                            |
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# **EXHIBIT "B"**

# CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff *Victor Manuel Ibarra* (“Plaintiff”) and defendants *Precision Metal Products, Inc. and HBD Industries, Inc.* (“Defendants”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

## 1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s class and representative action lawsuit alleging wage and hour violations against Defendants and also seeking penalties pursuant the Private Attorneys General Act (“PAGA”) against Defendants captioned *Victor Manuel Ibarra, et al. v. Precision Metal Products, Inc. and HBD Industries, Inc., et. al.* initiated on July 26, 2024 and pending in Superior Court of the State of California, County of San Diego (Case No. 24CU003229C) (hereinafter referred to as the “Action”).
- 1.2. “Administrator” means ILYM Group, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Aggrieved Employee” means all current and former non-exempt California employees of Defendant who worked for Defendant during the PAGA Period.
- 1.5. “Class” means all current and former non-exempt employees of Defendant who worked for Defendant in California at any time during the Class Period.
- 1.6. “Class Counsel” means Otkupman Law Firm, A Law Corporation.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.8. “Class Data” means Class Member identifying information in Precision’s possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.
- 1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non- Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available

sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

- 1.11. "Class Notice" means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English.
- 1.12. "Class Period" means the period from June 9, 2022 through the date of preliminary approval of the Settlement by the Court.
- 1.13. "Class Representative" means Plaintiff Victor Manuel Ibarra.
- 1.14. "Class Representative Service Payment" means the payment to the Class Representative for initiating the Action and providing services in support of the Action.
- 1.15. "Court" means the Superior Court of California, County of San Diego.
- 1.16. "Defendant" in the singular as used herein, or "Precision," means only named Defendant Precision Metal Products, Inc. HBD Industries, Inc. ("HBD") has no obligation to pay any monies as it did not have any non-exempt California employees during the Class Period and PAGA Period.
- 1.17. "Defense Counsel" means Matthew Farmer of Littler Mendelson, P.C.
- 1.18. "Effective Date" shall mean the date when the final approval of the Settlement can no longer be appealed.
- 1.19. "Final Approval" means the Court's order granting final approval of the Settlement in the Action.
- 1.20. "Final Approval Hearing(s)" means the Court's hearing(s) on the Motion for Final Approval of the Settlement in the Action.
- 1.21. "Final Judgment(s)" means the Judgment(s) Entered by the Court upon Granting Final Approval of the Settlement in the Action.
- 1.22. "Gross Settlement Amount" means the maximum settlement amount Defendant shall pay in any event in exchange for the settlement and release of claims alleged in the Action, which is Four Hundred Twenty-Five Thousand Dollars (\$425,000.00). The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment and the Administrator's Expenses. ***Under no circumstances except for employer side payroll taxes and triggering of the escalator clause in paragraph 8 below, shall Precision be required to pay more than the Maximum Settlement Amount. HBD***

***has no obligation to pay any monies as it did not have any non-exempt employees during the Class Period and PAGA Period.***

- 1.23. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 35% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period.
- 1.25. “Judgment(s)” means the judgment(s) entered by the Court based upon the Final Approval.
- 1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.27. “LWDA PAGA Payment” means the 65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.29. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.30. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.31. “PAGA Period” is defined as July 26, 2023, through the date notice is given by the Court granting preliminary approval of the Settlement.
- 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *Et seq.*).
- 1.33. “PAGA Notice” means Plaintiff’s July 25, 2024 letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a).
- 1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 35% to the Aggrieved Employees and the 65% to LWDA in settlement of PAGA claims.
- 1.35. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

- 1.36. "Plaintiff" means Victor Manuel Ibarra, the named plaintiff in the Action.
- 1.37. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement in the Action.
- 1.38. "Preliminary Approval Order(s)" means the order(s) granting preliminary approval of the settlement entered by the Court in the Action.
- 1.39. "Released Class Claims" means the claims being released as described in Paragraph 5.2 below.
- 1.40. "Released PAGA Claims" means the claims being released as described in Paragraph 5.3 below.
- 1.41. "Released Parties" means: Defendants and each of their former, present and future owners, parents, and subsidiaries, and all of their current, former and future spouse(s), children, officers, directors, members, managers, employees, consultants, partners, shareholders, joint venturers, agents, predecessors, successors, assigns, accountants, insurers, reinsurers, management companies, and legal representatives.
- 1.42. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.43. "Response Deadline" means 60 days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.
- 1.44. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.
- 1.45. "Workweek" means any week during which a Class Member worked for Defendant for at least one day, during the Class Period.

## 2. **RECITALS.**

- 2.1. On July 26, 2024 Plaintiff filed a class action Complaint alleging causes of action against Defendants for (1) failure to provide meal periods in violation of Labor Code sections 226.7, 512, and 558; (2) failure to provide rest periods in violation of Labor Code sections 226.7, 512, and 558; (3) failure to pay all wages in violation of Labor Code sections 510, 1194, and 1194.2; (4) knowing and intentional failure to comply with itemized employee wage statement provisions in violation of Labor Code Section 226 (a),(e), and 1174 (d) (5) timely pay wages due at termination in violation of Labor Code sections 201 – 203; (6) failure to timely pay employees in

violation of Labor Code section 204(a), (b); (7) failure to reimburse for business expenses in violation of Labor Code section 2802; (8) failure to pay for all hours worked including overtime hours worked in violation of Labor Code sections 210, 218; (9) violation of Labor Code section 221; (10) failure to provide place of employment that is safe and healthful; (11) violation of Business and Professions Code Section 17200. On October 1, 2024, Plaintiff filed a First Amended Complaint against Defendant adding one cause of action for penalties pursuant to Labor Code Section 2699(f) for violations of Labor Code Sections 226.7, 512, 558, 510, 1194, 1194.2, 226(a), (e), 201-203, 204 (a)(b), 2802, 221, 210, 218. (“Operative Action”) Defendants deny the allegations in the Action, deny any failure to comply with the laws identified in in the Action and deny any and all liability for the causes of action alleged.

- 2.2. Pursuant to Labor Code section 2699.3, subd. (a), Plaintiff gave written notice to Defendants and the LWDA by sending the PAGA Notice.
- 2.3. On April 25, 2025, the Parties participated in an all-day mediation presided over by Lisa Klerman which led to this Agreement to settle the Action.
- 2.4. Prior to mediation, Plaintiff obtained, through formal discovery, statistical data, including records of Defendant’s employees, which consisted of wage statements, clock-in and clock-out times, times taken for meal breaks, wages earned during the relevant pay periods, written policies and procedures on meal breaks, rest breaks, overtime compensation, and reimbursement for business expenses, the number of workweeks and pay periods in the class, the total number of class members and aggrieved employees, and the average rate of pay for class members each year in question. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).
- 2.5. The Court has not granted class certification. The Parties engaged in private mediation prior to class certification, and by way of a Motion for Preliminary Approval, will request provisional certification of the Class.
- 2.6. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

### 3. **MONETARY TERMS.**

- 3.1. Gross Settlement Amount. Defendant promises to pay \$425,000.00 and no more as the Gross Settlement Amount, and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring

Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

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

3.2.1. To Plaintiff: Class Representative Service Payment to the Class Representative of not more than \$10,000.00 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member. Defendants will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 1/3 of the Gross Settlement Amount, which is currently estimated to be \$141,525.00 and a Class Counsel Litigation Expenses Payment of not more than \$25,000.00. Defendants will not oppose requests for these payments provided that they do not exceed these amounts. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms.

3.2.3. To the Administrator: Plaintiff will obtain a not-to-exceed quote from the Administrator for settlement administration costs. The settlement administration costs shall be paid out of the Gross Settlement Amount. To the extent the Court awards payments of settlement administration costs in an amount that is less than the amount stated herein, the remainder shall become part of the Net Settlement Amount.

3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

3.2.4.1. Tax Allocation of Individual Class Payments. 10% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 90% of each Participating Class Member's

Individual Class Payment will be allocated to settlement of claims for interest and penalties (the “Non-Wage Portion”). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$25,000.00 to be paid from the Gross Settlement Amount, with 65% (\$16,250.00) allocated to the LWDA PAGA Payment and 35% (\$8,750.00) allocated to the Individual PAGA Payments.

3.2.5.1. Each PAGA Employees’ pro rata share of the PAGA Employee Fund (“Individual Settlement Share”) will be determined by converting the PAGA Employee Fund into a pay period value. The pay period value will be established by dividing the PAGA Employee Fund by all pay periods actually worked by the PAGA Employees during the PAGA Period in the state of California as determined by Precision’s payroll records. The Individual Settlement Share for each PAGA Employee will be determined by multiplying the pay period value by each PAGA Employee’s individual PAGA pay periods. All payments are for penalties and will be reported on IRS 1099 forms.

3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The amount of the PAGA Penalties awarded by the Court is not a material term of this Agreement and if the Court approves an amount for PAGA Penalties less than the amount requested, or requests that the Parties allocate a greater amount of the Gross Settlement Amount toward the PAGA Penalties, it shall not result in the Agreement being void. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

#### 4. **SETTLEMENT FUNDING AND PAYMENTS.**

4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records, Defendant estimates there are a total of 12,705 Workweeks during the Class Period and a total of 6,888 Pay Periods during the PAGA Period.

- 4.2. Class Data. Not later than 14 court days after service of notice of entry of order for Preliminary Approval of the Settlement in this Action, Precision will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Precision must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.
- 4.3. Funding of Gross Settlement Amount. Defendant shall deposit the Gross Settlement Amount with the Settlement Administrator within the later of: (a) 45 days after the Effective Date; or (b) July 31, 2026 ("Funding Date"). The Parties agree Precision may make funding payments in installments so long as the full amount owed is fully funded by the Funding Date.
- 4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendant fully funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment.
- 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 120 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
- 4.4.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the

Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

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

5. **RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Aggrieved Employees will release claims against all Released Parties as follows:

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

5.1.1. **Plaintiff's Waiver of Rights Under California Civil Code Section 1542.** For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, 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.

**5.1.2 Class Released Claims.** “Class Released Claims” means all claims for violations of the following Labor Code sections that were actually alleged or that could have been alleged in the Action by Plaintiff, on behalf of the Class Employees for the entire Class Period and, as well as any and all wage and hour claims and that were asserted or could have been asserted based on the factual or legal allegations contained in Plaintiff’s First Amended Complaint, arising at any time during the Class Period, including but not limited to: (1) failure to provide meal periods; (2) failure to provide rest periods; (3) failure to pay all wages; (4) knowing and intentional failure to comply with itemized employee wage statement provisions; (5) failure to timely pay wages due at termination; (6) failure to timely pay employees in violation of Labor Code section 204, subdivisions (a) and (b); (7) failure to reimburse for business expenses; (8) failure to pay for all hours worked, including overtime hours; (9) violation of Labor Code section 221; (10) violation of Business and Professions Code section 17200; and (11) penalties pursuant to Labor Code section 2699, subdivision (f) for violations of Labor Code sections 226.7, 512, 558, 510, 1195, 1194.2, 226(a), (e), 201-203, 204(a)(b), 2802, 221, 210, 218, together with any other claims, remedies, penalties, or interest that could have been pled based on the facts alleged in the First Amended Complaint; and (l) all claims that Plaintiff, the Class Employees may have against the Released Parties relating to: (i) the payment, taxation, and allocation of attorney’s fees and costs to Plaintiff’s Counsel pursuant to this Settlement Agreement; and (ii) the payment, taxation, and allocation of Plaintiff’s Payment pursuant to this Settlement Agreement. The release of the Released Claims shall be effective as to the entire Class Period defined above.

**5.1.3 PAGA Released Claims.** “PAGA Released Claims” means all claims for violations of the following Labor Code sections on behalf of Plaintiff, the PAGA Employees and the State of California for the entire PAGA Period, as well as any and all PAGA claims that were asserted or could have been asserted based on the factual or legal allegations contained in Plaintiff’s First Amended Complaint, including (a) penalties under PAGA for alleged violations of Labor Code sections 201-203, 204, 210, 218, 218.5, 221, 226, 226.4, 226.7, 246 se seq., 510, 511, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1198.5, 1199, 2802, 2810.5, and 2699 et. seq., claims for violation of the provisions of the applicable Wage Orders regarding minimum wage, overtime, meal periods and rest periods, as well as allegations regarding the late payment of wages during employment and of final wages, inaccurate wage statements, improper deductions from pay, and failure to reimburse business expenses, together with claims for the attorney’s fees and costs incurred in the prosecution of this Action on behalf of the Class Employees and PAGA Employees; and all claims that Plaintiff, the State of California and the PAGA Employees may have against the Released Parties relating to: (i) the payment, taxation, and allocation of attorney’s fees and costs to Plaintiff’s Counsel pursuant to this Settlement Agreement; and (ii) the payment, taxation, and

allocation of Plaintiff's Payment pursuant to this Settlement Agreement. The release of the Released Claims shall be effective as to the entire PAGA Period defined above.

5.2. Release by Named Plaintiff as Proxy or Agent of LWDA. Upon the Effective Date, the LWDA, by and through Plaintiff as an agent or proxy of the LWDA, shall be deemed to release the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the PAGA Notice.

6. 5.3. Upon the Effective Date, defined below, Plaintiff, on behalf of himself, the State of California, all PAGA Employees and all Class Employees, release the Released Parties from the Released Claims. Both PAGA Employees and/or Class Employees may discover facts in addition to those they now know or believe to be true with respect to the subject matter of the Released Claims, but upon the Effective Date, PAGA Employees and Class Employees shall be deemed to have, and by operation of the Settlement Approval order shall have, fully, finally, and forever settled and released any and all of the Released Claims, without regard to the subsequent discovery or existence of such different or additional facts. PAGA Employees and Class Employees agree not to sue or otherwise make a claim against any of the Released Parties that seeks recovery for any of the Released Claims. It is the intent of the Parties that the Settlement Approval order entered by the Court shall have full *res judicata* effect and be final and binding upon PAGA Employees and Class Employees regarding the Released Claims. **MOTION FOR PRELIMINARY APPROVAL.** Plaintiff agrees to prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") no later than 60 days after the full execution of this Agreement. Plaintiff shall provide a draft of the Motion for Preliminary Approval paperwork to Defendants prior to filing the paperwork with the Court.

## 7. SETTLEMENT ADMINISTRATION.

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

7.2. Notice to Class Members.

7.2.1. No later than 3 business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and Pay Periods in the Class Data.

7.2.2. Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all

Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

- 7.2.3. Not later than 3 business days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- 7.2.4. The deadlines for Class Members’ written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 60 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- 7.2.5. If the Administrator, Defendants or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and in good faith in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

7.3. Requests for Exclusion (Opt-Outs).

- 7.3.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member’s election to be excluded from the Settlement and includes the Class Member’s name, address and email address or telephone number. To

be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

7.3.2. The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

7.3.3. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.3.4. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims in this Agreement and are eligible for an Individual PAGA Payment.

7.4. Challenges to Calculation of Workweeks. Each Class Member shall have 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

7.5. Objections to Settlement.

7.5.1. Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

7.5.2. Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 60 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

7.5.3. Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

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

7.6.1. Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

7.6.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

- 7.6.3. Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.
- 7.6.4. Administrator's Declaration. Not later than 14 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.
- 7.6.5. Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.
8. **CLASS SIZE ESTIMATES and ESCALATOR CLAUSE.** Precision represents the Class Period contains approximately 12,705 workweeks from June 9, 2022, through March 2, 2025. If the number of workweeks worked by all Class Members in the Class Period is ultimately determined to exceed 15,246 workweeks (more than a 20 percent increase), then the Gross Settlement Amount shall be increased by a pro rata amount for each additional workweek above 15,246, workweeks. For example, if the number of Workweeks increases by 21%, the Gross Settlement Amount will increase by 1%. Should this clause be triggered, Precision has the right to shorten the Class Period in lieu of increasing the Gross Settlement Amount (i.e., close the class period, at Precision's discretion, on a date that does not exceed 15,246 workweeks).
9. **MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement.
- 9.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive

documents in Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

- 9.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.
- 9.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
- 9.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.
- 9.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

10. **AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.
11. **NOTICE OF SETTLEMENT TO LWDA.** Plaintiff and Class Counsel shall provide notice to the LWDA of the proposed settlement as required by California Labor Code section 2699, subdivision (1)(2), as well as any other information required by law to be provided to the LWDA to effectuate the terms of this Agreement.
12. **ADDITIONAL PROVISIONS.**
  - 12.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, Defendants reserve the right to contest certification of any class for any reasons, and Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).
  - 12.2. Confidentiality Prior to Preliminary Approval. Plaintiff and Class Counsel, separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Plaintiff and Class Counsel agrees to immediately notify Defendants and Defendants' Counsel of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff and Class Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

- 12.3. Publicity. Neither Plaintiff nor Plaintiff's counsel will publicize this Settlement by Defendants' names or locations, through a press release, posting on counsels' website, in social media or by any other public means, other than necessary court filings and proceedings associated with the Settlement. Nothing in this provision is intended to prohibit (i) Plaintiff from discussing this settlement with his spouse or partner, attorneys or tax advisor; or (ii) Plaintiff's counsel from communicating with putative class members in this case or with the court in which this action is pending.
- 12.4. No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 12.5. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 12.6. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 12.7. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 12.8. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 12.9. No Tax Advice. Neither Plaintiff, Class Counsel, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

- 12.10. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 12.11. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 12.12. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 12.13. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 12.14. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 12.15. Use of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court.
- 12.16. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 12.17. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 12.18. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 12.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

  
\_\_\_\_\_  
Plaintiff VICTOR MANUEL IBARRA

Dated: 08 / 26 / 2025

By:   
\_\_\_\_\_  
Defendants PRECISION METAL  
PRODUCTS, INC. and HBD INDUSTRIES,  
INC

Dated: 9/5/25

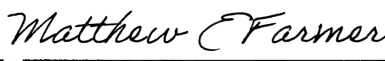
APPROVED AS TO FORM:

OTKUPMAN LAW FIRM, A LAW  
CORPORATION

Littler Mendelson, P.C.

  
\_\_\_\_\_  
Roman Otkupman  
Nidah Farishta  
Counsel For Plaintiff

Dated: 08 / 26 / 2025

  
\_\_\_\_\_  
Matthew Farmer

Counsel For Defendants

Dated: 9-8-25

|                         |                                                          |
|-------------------------|----------------------------------------------------------|
| Title                   | Victor Manuel Ibarra - Settlement Agreement              |
| File name               | IBARRA_V_PRECISIO...NG_FORM_FINAL.pdf                    |
| Document ID             | 70192dee8220b447b0fc812bc30375b36d4dffaf                 |
| Audit trail date format | MM / DD / YYYY                                           |
| Status                  | <ul style="list-style-type: none"> <li>Signed</li> </ul> |

## Document History



SENT

08 / 26 / 2025

09:57:05 UTC-7

Sent for signature to Victor Manuel Ibarra (victoribarra0911@gmail.com) and Roman Otkupman (roman@olfla.com) from rotkupman@gmail.com  
IP: 76.32.214.243



VIEWED

08 / 26 / 2025

09:57:21 UTC-7

Viewed by Victor Manuel Ibarra (victoribarra0911@gmail.com)  
IP: 189.223.86.155



VIEWED

08 / 26 / 2025

09:57:22 UTC-7

Viewed by Roman Otkupman (roman@olfla.com)  
IP: 76.176.241.178



SIGNED

08 / 26 / 2025

09:57:31 UTC-7

Signed by Roman Otkupman (roman@olfla.com)  
IP: 76.176.241.178



SIGNED

08 / 26 / 2025

09:59:09 UTC-7

Signed by Victor Manuel Ibarra (victoribarra0911@gmail.com)  
IP: 189.223.86.155



COMPLETED

08 / 26 / 2025

09:59:09 UTC-7

The document has been completed.