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Attorneys for Plaintiff Elmer Claro Ayungua on behalf of
himself and all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE**

ELMER CLARO AYUNGUA, individually and
on behalf of all others similarly situated,

Plaintiff,

v.

ADEP PRECISION HOLDING, LLC, limited
Liability company; and DOES 1-20, inclusive,

Defendants.

Case No.: 30-2024-01415937-CU-OE-CXC

Assigned For All Purposes To:

Judge: Hon. William Claster

Dept.: CX-101

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Action Filed: July 31, 2024

Trial Date: None Set

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE

MAY 06 2026

DAVID H. YAMASAKI, Clerk of the Court

BY: _____, DEPUTY

1 This matter came on for hearing on April 17, 2026 at 9:00 a.m. in Department CX-101 of
2 the above-entitled Court, located at 751 W Santa Ana Blvd., Santa Ana, California 92701 of the
3 above-captioned court on the Motion for an Order Granting Preliminary Approval of Class Action
4 Settlement.

5 The Court, having fully reviewed the Motion for Preliminary Approval of Class Action
6 Settlement; the Points and Authorities and Declarations filed in support thereof; the Supplemental
7 Briefing and Declarations; the Amended Class Action Settlement Agreement ("Settlement
8 Agreement"); and the Notice of Proposed Class Settlement ("Class Notice"); and in recognition of
9 the Court's duty to make a preliminary determination as to the reasonableness of any proposed class
10 action settlement, and if preliminarily determined to be reasonable, to ensure proper notice is
11 provided to class members in accordance with due process requirements, and to set a Final Fairness
12 Hearing to consider the proposed settlement as to the good faith, fairness, adequacy and
13 reasonableness of any proposed settlement, **HEREBY MAKES THE FOLLOWING**

14 **DETERMINATIONS AND ORDERS:**

15 The Court finds on a preliminary basis that the Settlement Agreement, incorporated in full
16 by this reference and made part of this Order Granting Preliminary Approval of Class Action
17 Settlement, appears to be in the range of reasonableness of a settlement which could ultimately be
18 given final approval by this Court. The Court notes that Defendant ADEP PRECISION
19 HOLDING, LLC. ("Defendant") has agreed to pay a non-reversionary Gross Settlement Amount
20 of \$350,000 which amount will be fully funded and paid out by Defendant provided certain
21 conditions of the Settlement Agreement are met. Included within the Gross Settlement Amount is a
22 Net Settlement Amount in the amount of approximately \$180,833.33. Defendant will pay out the
23 entirety of the Net Settlement Amount to Participating Class Members. It appears to the Court on a
24 preliminary basis that the settlement amount is fair and reasonable to the Class when balanced
25 against the probable outcome of further litigation relating to class certification, liability and damages
26 issues and potential appeals. It further appears that significant investigation, research, and litigation
27 has been conducted such that counsel for the parties at this time are able to reasonably evaluate their
28

1 respective positions. It further appears that settlement at this time will avoid substantial costs, delay,
2 and risks
3 that would be presented by the further prosecution of the litigation. It further appears that the
4 proposed settlement has been reached as the result of intensive, serious, and non-collusive
5 negotiations between the parties.

6 **ACCORDINGLY, GOOD CAUSE APPEARING, THE MOTION FOR AN ORDER**
7 **GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT IS**
8 **HEREBY GRANTED, AND AS A PART OF SAID PRELIMINARY APPROVAL, THE**
9 **COURT HEREBY ORDERS THAT THE CLASS BE CONDITIONALLY CERTIFIED FOR**
10 **SETTLEMENT PURPOSES ONLY, AND THAT CHRISTOPHER A. ADAMS, LEVON**
11 **SHANT YEPREMIAN, VACHE A. THOMASSIAN AND CASPAR JIVALAGIAN OF KJT**
12 **LAW GROUP LLP, BE CONDITIONALLY AND PRELIMINARILY APPOINTED CLASS**
13 **COUNSEL.**

14 **MORE SPECIFICALLY, THE COURT FINDS AS FOLLOWS:**

15 The Class provisionally certified by this Order for settlement purposes is as follows:

16 “Class Member” and “Settlement Class Members” means all current and former persons
17 employed by Defendants in California as non-exempt employees at any time during the Class
18 Period. “Class Period” means the period from the period from July 31, 2020 to July 9, 2025.

19 The Court finds that (a) the Class is so numerous that joinder of all Class Members is
20 impracticable; (b) The claims of Plaintiff Elmer Claro Ayungua are typical of the Class Members’
21 claims; (c) there are questions of law and fact common to the Class, which predominate over any
22 questions affecting only individual Class Members; and (d) class certification is superior to other
23 available methods for the fair and efficient adjudication of the controversy and to effectuate the
24 Settlement.

25 The Court finds that the Class Notice (attached as Exhibit 1 to Settlement Agreement)
26 comports with all constitutional requirements including those of due process.

27 The Court further finds that the proposed Class Notice adequately advises the Class about:
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(a) the terms of the proposed Settlement and the benefits available to each Class Member; (b) each Class Member's right to object to and/or opt out of the Settlement and the timing and procedures for doing so; (c) the temporary and conditional certification of the Class for settlement purposes only; (d) preliminary Court approval of the proposed Settlement; (e) timing and procedures for distributing the settlement funds to the Participating Class Members; and (f) the date of the Final Fairness Hearing as well as the rights of members of the Class to file documentation in support of or in opposition to and appear in connection with said hearing.

ACCORDINGLY, GOOD CAUSE APPEARING, THE COURT HEREBY APPROVES THE PROPOSED NOTICE TO THE CLASS AND FINDS that mailing to the last known address to members of the Class, as specifically described within the Settlement Agreement, constitutes an effective method of notifying Class Members of their rights with respect to the Class Action and proposed Settlement.

ACCORDINGLY, IT IS HEREBY ORDERED that:

The Class is provisionally certified as a class as defined above.

IT IS FURTHER ORDERED that Defendant shall within 30 calendar days of this Order provide the Settlement Administrator with (i) each Class Member's full name; (ii) each Class Member's last known address; (iii) each Class Member's last known telephone number; (iv) each Class Member's Social Security number; and (v) each Class Member's start and end dates of employment in a non-exempt position in California.

IT IS FURTHER ORDERED that the Settlement Administrator shall, within 14 calendar days after receiving the Class Data, and pursuant to the terms of the Settlement Agreement, exercise its best judgment to determine the current mailing address for each Class Member and then mail the Class Notice to the Class by First Class, regular U.S. mail, postage pre-paid, using the most current mailing address available. In the event that a Class Notice is returned to the Settlement Administrator with a forwarding address, the Settlement Administrator will re-send the Class Notice to the forwarding address affixed thereto. If no forwarding address is provided, then the Settlement Administrator will promptly conduct a "standard search," sometimes called, "Skip Traces" or

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NDC

1 “Credit Header” searches, to locate a better address. If a better address is found, the Settlement
2 Administrator will promptly re-send the Class Notice. If, at any time prior to the opt out deadline,
3 a Class Member contacts the Settlement Administrator, or if Class Counsel does so on his or her
4 behalf, to advise of a change in address, the Class Notice will be re-mailed to the address the Class
5 Member (or Class Counsel) provides. In the event the procedures set forth herein are followed and
6 the intended recipient of a Class Notice still does not receive the Class Notice, the intended
7 recipient will be a Class Member and will be bound by all terms of the Settlement and the Order of
8 Final Approval entered by the Court.

9 **IT IS FURTHER ORDERED** that any Request for Exclusion must be postmarked or
10 delivered no later than 60 calendar days after the Class Notice is first mailed to the Class (or re-
11 mailed to the Class Member), and must be received by the Settlement Administrator to be valid.

12 **IT IS FURTHER ORDERED** that any dispute submitted by a Class Member regarding the
13 weeks of employment credited to that Class Member under the proposed Settlement must be
14 postmarked no later than 60 calendar days after the date when the Class Notice is first mailed to the
15 Class (or re-mailed to the Class Member), to be considered.

16 **IT IS FURTHER ORDERED** that Class Notice will provide that Class Members who wish
17 to object to the Settlement ^{may} must send to the Settlement Administrator a written statement objecting
18 to the Settlement, no later than 60 calendar days after the date the Class Notice is first mailed by the
19 Settlement Administrator. Such objection must: contain a statement of the Class Member’s
20 objections, a statement advising if the objecting Class Member plans to address the Court at the
21 Settlement Fairness Hearing, and any legal briefs, papers or memoranda the objecting Class
22 Member proposes to submit to the Court. The Settlement Administrator shall file all such
23 objections with the Court prior to the Final Fairness Hearing.

24 **IT IS FURTHER ORDERED** that the Final Fairness Hearing shall be held before the
25 undersigned on October 2, 2026 at 9:00 a.m. a.m., in Department CX-101 of the Superior Court
26 for the State of California County of ^{Orange} Los Angeles, located at 751 W Santa Ana Blvd., Santa Ana,
27 California 92701 or via remote appearance, to consider the fairness, adequacy and reasonableness
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1 of the proposed Settlement preliminarily approved by this Order of Preliminary Approval, and to
2 consider the application of Class Counsel for an award of reasonable attorneys' fees and costs, and
3 the Class Representative Service Payment.

4 **IT IS FURTHER ORDERED** that pending final determination of whether this proposed
5 Settlement should be granted final approval, no member of the Class, either directly or
6 representatively, or in any other capacity, shall commence or prosecute any action or proceeding
7 asserting any of the Released Class Claims against the Released Parties, as defined in the Settlement
8 Agreement.

9 **IT IS FURTHER ORDERED** that any Party to this case, including any Class Member, in
10 person or by counsel, may be heard, to the extent allowed by the Court, in support of, or in
11 opposition to, the Court's determination of the good faith, fairness, reasonableness and adequacy of
12 the proposed Settlement, the requested attorneys' fees and costs, the requested Class Representative
13 Service Award, and any Order of Final Approval and Judgment regarding such Settlement, fees,
14 costs and enhancement.

15 **IT IS FURTHER ORDERED** that all briefs regarding the Settlement shall be served and
16 filed in accordance with the following briefing schedule: All briefs and materials in support of an
17 Order of Final Approval and application for attorneys' fees and costs shall be filed with this Court
18 on or before September 9, 2026. Response briefs, if any, in opposition to objections shall be filed
19 with this Court no later than September 18, 2026. The Settlement Administrator's report shall be
20 filed be with this Court no later than October 2, 2026. Any objections to the Settlement and briefs
21 regarding such objections shall be filed with this Court and served in accordance with the Settlement
22 Agreement no later than 45 days, after the first mailing of the Class Notices.

23 **IT IS FURTHER ORDERED** that, in the event of final approval and the occurrence of the
24 Effective Settlement Date, all Participating Class Members, and their successors, shall conclusively
25 be deemed to have given full releases of the Released Claims against the Released Parties, and all
26 Class Members (other than opt outs) and their successors, shall be permanently enjoined and
27 forever barred from asserting any Released Claims against any Released Party as described by the
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1 ~~Settlement~~ Agreement.

2 **IT IS FURTHER ORDERED** that, if for any reason the Court does not execute and file an
3 Order of Final Approval and Judgment does not occur for any reason whatsoever, the Settlement
4 Agreement and the proposed Settlement which is the subject of this Order and all evidence and
5 proceedings had in connection therewith shall be without prejudice to the status quo ante rights of
6 the parties to the litigation as more specifically set forth in the Settlement Agreement.

7 **IT IS FURTHER ORDERED** that, pending further order of this Court, all proceedings in
8 this matter except those contemplated herein and in the Settlement Agreement are stayed.

9 The Court expressly reserves the right to adjourn or continue the Final Fairness Hearing
10 from time to time without further notice to the Class.

11 **IT IS SO ORDERED.**

12 Dated: 5-6-26

William J. Claster

13
14 Honorable William Claster

Job : 75
Date: 5/6/2026
Time: 8:10:00 AM

[illegible]

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9 Attorneys for Plaintiff Elmer Claro Ayungua on behalf of
himself and all others similarly situated

10
11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **COUNTY OF ORANGE**
13

14 **ELMER CLARO AYUNGUA**, individually and
on behalf of all others similarly situated,

15
16 Plaintiff,

17 v.

18 **ADEP PRECISION HOLDING, LLC**, a
Limited Liability company; and DOES 1-20,
19 inclusive,

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21 Defendants.
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Case No.: 30-2024-01415937-CU-OE-CXC

Assigned For All Purposes To:

Judge: Hon. William Claster

Dept.: CX101

**SECOND SUPPLEMENTAL
DECLARATION OF CHRISTOPHER A.
ADAMS IN SUPPORT OF PLAINTIFF'S
MOTION FOR PRELIMINARY APPROVAL
OF CLASS AND COLLECTIVE ACTION
SETTLEMENT**

Action Filed: July 31, 2024

Trial Date: None Set

SECOND SUPPLEMENTAL DECLARATION OF CHRISTOPHER A. ADAMS

I, Christopher A. Adams, declare as follows:

1. I am an attorney duly licensed to practice law before all courts in the State of California. I am an attorney with the law practice of Law Group LLP and we represent Plaintiff Elmer Claro Ayunga ("Plaintiff") in this action against Defendant ADEP Precision Holding, LLC ("Defendant"). I have personal knowledge of the facts set forth herein and, if called and sworn in as a witness, could and would testify competently thereto.

2. I submit this second supplemental declaration in support of Plaintiff's Motion for Preliminary Approval of Class and Collective Action Settlement, and in response to the Court's questions raised in the Court's April 17, 2026 Order.

3. Specifically, the Court ruled as follows:

"The Court is inclined to GRANT Plaintiff's motion for preliminary approval of class action settlement contingent on the submission of a workweek dispute form and inclusion of instructions about the workweek dispute form in the notice. The supplemental filing includes an opt-out form and an objection form, but not a workweek dispute form. To be clear, the Court has not ordered the inclusion of an objection form. In the Court's experience, objection forms cause needless confusion. An opt-out form, a dispute form, and corresponding instructions for each in the notice are what the Court previously requested."

4. In response, Plaintiff's counsel apologizes for the confusion with regard to the objection form and the workweek dispute form. To correct that error, please see attached hereto as Exhibit A, a true and correct copy of the proposed Class Workweek Dispute Form.

5. The Parties have also corrected this error in the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval ("Class Notice") by removing the instructions regarding the objection form. Please note that the instructions regarding a dispute form were already included as part of the previously submitted Class Notice at ¶ 4.3. Attached hereto as Exhibit B is a true and correct copy of the revised Class Notice and attached hereto as Exhibit C is a true and correct copy of a redline of the revised Class Notice showing the changes.

1 6. In addition to the above, requested the following: "[P]lease submit a revised
2 proposed order that conforms to the foregoing, includes the date of the final approval hearing, and
3 updates all dates that are calculated in reference to the date preliminary approval is granted."

4 7. In response, the parties have revised the proposed order in accordance with this
5 order, including updating the dates with regard to final approval. Please note the revised [Proposed]
6 Order Granting Preliminary Approval of Class Action Settlement is being filed concurrently with
7 this Declaration. And to assist the Court, attached hereto as Exhibit D is a true and correct copy of
8 a redline of the revised Proposed Order showing these updates.

9 I declare under penalty of perjury under the laws of the State of California and the United
10 States of America that the foregoing is true and correct. Executed on April 27, 2026 in the City of
11 Glendale in the State of California.



Christopher A. Adams

EXHIBIT A

CLASS WORKWEEK DISPUTE FORM

Elmer Claro Ayungua v. ADEP Precision Contracting, Inc.
Orange County Superior Court Case No. 30-2024-01415937-CU-OE-CXC

Indicate Name/Address Changes, if any:

<<Name>>

<<Address>>

<<City>>, <<State>> <<Zip Code>>

XX - XX - _ _ _ _

INSTRUCTIONS

IF YOU WERE EMPLOYED BY ADEP PRECISION HOLDINGS, LLC ("DEFENDANT") AS AN NON-EXEMPT EMPLOYEE, BETWEEN JULY 31, 2020 THROUGH JULY 9, 2025 THEN YOU ARE A SETTLEMENT CLASS MEMBER.

The amount of your estimated Settlement Payment is based upon the Workweeks you worked for Defendant in California between July 31, 2020 through July 9, 2025. "Workweek" means any week during which a class member worked for Defendant at least one day, during the class period. The number of Workweeks applicable to your claim is set forth below. If you believe that the number of weeks stated is incorrect, you may dispute the number of weeks by submitting a completing this Class Workweek Dispute Form with supporting document on or before [INSERT DATE]. If you believe that the number of weeks stated below is correct, you do not have to do anything.

If you have moved or may move in the future, you must immediately send your new address to the Settlement Administrator at the address listed above; otherwise, your individual settlement payment may not reach you. It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your settlement payment.

I. YOUR COMPENSABLE WORK WEEKS

Defendant's records show that during the Class Period (July 31, 2020 through July 9, 2025), you worked as an hourly employee, in California, which qualifies you as a Settlement Class Member and your total number of Workweeks in this position are: <<NUMBER OF WORKWEEKS>>.

II. YOUR ESTIMATED SETTLEMENT PAYMENT

Based upon the above numbers of Workweeks, your estimated pre-tax Settlement Payment is <<INSERT>>.

III. CHALLENGE TO WORK WEEKS

If you wish to dispute the Eligible Workweeks data listed above, you must postmark or email your dispute and provide all supporting information and/or documentation to the Settlement Administrator by [INSERT DATE].

Check a box below **ONLY** if you wish to dispute the dates listed above:

☐ I wish to dispute the number of Workweeks listed above. I believe the correct amount of my work weeks is _____. I have also included information and/or documentary evidence that support my dispute (such as paystubs, time records, tax documents). I understand that, by submitting this dispute, I hereby authorize the Settlement Administrator to review Defendant's records and make a determination as to the validity of my dispute based upon Defendant's records as well as the records and information that I submit to the Settlement Administrator.

I declare under penalty of perjury under the laws of the State of California and the United States of America that the information I provided in this Workweek Dispute Form is true and correct.

Dated: _____

Signature: _____

Print or Type Name: _____

MAIL TO:

Elmer Claro Ayungua v. ADEP Precision Contracting, Inc.
Settlement Administrator
c/o
[INSERT ADDRESS]

IF YOU ARE CONTESTING THE AMOUNT OF YOUR ELIGIBLE WORKWEEKS, TO CHALLENGE YOUR WORK WEEK AMOUNT YOU MUST SIGN AND POSTMARK OR EMAIL AND RETURN THIS FORM TO THE SETTLEMENT ADMINISTRATOR ON OR BEFORE [INSERT DATE].

EXHIBIT B

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

**(Elmer Claro Ayungua v. ADEP Precision Holdings, LLC., Case No.30-2024-
014115937-CU-OE-CXC)**

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

You may be eligible to receive money from an employee class action lawsuit ("Action") against ADEP Precision Holdings, LLC. for alleged wage and hour violations. The Action was filed by a former employee of Defendant, Elmer Claro Ayungua ("Plaintiff") and seeks payment of back wages, penalties, and other relief for a class of hourly, non-exempt employees ("Class Members") who worked for Danny Ryan Precision Contracting, Inc. dba ADEP Precision Contracting (hereafter referred to as "Defendant") during the Class Period (July 31, 2020 to July 9, 2025, or as modified by the Agreement) and (2) penalties under the California Private Attorneys General Act ("PAGA") for all hourly, non-exempt employees who worked for Defendant during the PAGA Period (April 15, 2023 to July 9, 2025, or as modified by the Agreement) ("Aggrieved Employees"). Defendant denies the accuracy of Plaintiff's allegations or that it is liable under the claims asserted in the action and contends the matter is not appropriate for class treatment; however, it has agreed to settlement on a class-wide basis to resolve the dispute and avoid further litigation of the issues.

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

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

The above estimates are based on Defendant's records showing that **you worked _____ workweeks** during the Class Period and **you worked _____ pay periods** during the PAGA Period. If you believe this information is inaccurate, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment

that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is _____	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Exclusion Form or otherwise notifying the Administrator in writing. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by _____	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on _____. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.

You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked during the Class Period and how many Pay Periods you worked during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by ____. See Section 4 of this Notice.
---	--

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant. The Action accuses Defendant of violating California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination and reimbursable expenses, and failing to provide meal periods, rest breaks and accurate itemized wage statements. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, *et seq.*) ("PAGA"). Plaintiff is represented by attorneys in the Action: Christopher A. Adams, Levon S. Yepremian, Vache A. Thomassian, and Caspar Jivalagian of KJT Law Group LLP., 230 North Maryland Avenue, Suite 306, Glendale, CA 91206 ("Class Counsel").

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

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

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

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

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

1. Defendant Will Pay \$350,000 as the Gross Settlement Amount (Gross Settlement). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of

the Settlement. Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement in two installments. Defendant shall pay the first installment of \$175,000 not more than 60 days after the Effective Date. Defendant will pay the second installment of \$175,000 plus Defendant's portion of employer side taxes not more than 12 months after the first installment. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA") in proportionate share within 14 days of receiving the First Installment and again within 14 days of receiving the Second Installment.

2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$116,666.67 (one-third of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$15,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$7,500 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$9,950 to the Administrator for services administering the Settlement.
 - D. Up to \$20,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

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

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") according to the schedule outlined above by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks and Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.
4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% ("Non-Wage Portion."). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are deemed 100% penalties rather

than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

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

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. If the monies represented by your check is sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.
6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you timely notify the Administrator in writing, not later than _____, that you wish to opt-out. The easiest way to notify the Administrator is to complete and send the Exclusion Form included with this Notice to the Administrator by the Response Deadline. The Request for Exclusion can also be a letter or email from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendant.

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

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.
8. Administrator. The Court has appointed a neutral company, ILYM Group, Inc. (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.
9. Participating Class Members' Release. After the Judgment is final and Defendant has fully

funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for wages based on the Class Period facts, as alleged in the Action and resolved by this Settlement.

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

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint including claims for failure to pay minimum wages, failure to pay overtime wages, failure to pay the correct applicable overtime rate, failure to pay all hourly wages including minimum and overtime wages as a result of auto-deductions for meal periods, unlawful and inaccurate recording of time, off-the-clock work, failing to authorize and permit meal breaks (including requiring, suffering, and/or permitting Class Members to work through meal breaks), failure to authorize and permit rest periods, failure to indemnify for necessary business expenses including for mileage and cell phone use, failure to timely pay final wages at termination, failure to properly maintain required records, failure to provide accurate itemized wage statements, unfair and unlawful business practices, and any other claims, including claims for statutory and/or civil penalties. Except as set forth in Section 5.3 of the Settlement Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

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

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

All Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties, from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice including claims for failure to pay minimum wages,

failure to pay overtime wages, failure to pay the correct applicable overtime rate, failure to pay all hourly wages including minimum and overtime wages as a result of auto-deductions for meal periods, unlawful and inaccurate recording of time, off-the-clock work, failing to authorize and permit meal breaks (including requiring, suffering, and/or permitting Class Members to work through meal breaks), failure to authorize and permit rest periods, failure to indemnify for necessary business expenses including for mileage and cell phone use, failure to timely pay final wages at termination, failure to properly maintain required records, failure to provide accurate itemized wage statements, and any other claims, including claims for statutory and/or civil penalties.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$5,000 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until the Response Deadline to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter or completing and sending the Class Workweek Dispute Form included with this Notice to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

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

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a two checks to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees consistent with the two installment payments discuss above. Each check will combine the Individual Class Payment and the Individual PAGA Payment.

2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a two Individual PAGA Payment checks to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

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

7. HOW DO I OBJECT TO THE SETTLEMENT?

The deadline for sending written objections to the Administrator is _____. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action, *Elmer Claro Ayungua v. ADEP Precision Contracting, Inc.*, Case No. 30-2024-01415937-CU-OE-CXC, and include your name, current address, telephone number, and approximate dates of employment for Defendant and sign the objection. Section 9 of this Notice has the Administrator's contact information.

tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on (date) at (time) in Department CX101 of the Orange County Superior Court, located at 751 W. Santa Ana Blvd, Santa Ana, California 92701. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, the LWDA, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via remote hearings at <https://www.occourts.org/general-information/remote-appearance-information>. Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website _____ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to _____ (specify entity) _____'s website at _____ (url) _____. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below. You can also make an appointment to personally review court documents in the Clerk's Office at the Orange County Superior Court, 751 W. Santa Ana Blvd, Santa Ana, California 92701

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

Class Counsel:

KJT LAW GROUP LLP

Christopher A. Adams (chris@kjtlawgroup.com)

Vache A. Thomassian (vache@kjtlawgroup.com)

Caspar Jivalagian (caspar@kjtlawgroup.com)

Levon S. Yepremian (levon@kjtlawgroup.com)

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Glendale, CA 91206

818.507.8525

Defense Counsel:

WILSON, ELSER, MOSKOWITZ, EDELMAN & DICKER, LLP.

Dean A. Rocco, Esq.

Ani Khacharyan, Esq.

555. South Flower Street – Suite 2900
Los Angeles, CA 90071

Settlement Administrator: Name of Company:

Email Address:

Mailing Address:

Telephone:

Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

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

EXHIBIT C

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

**(Elmer Claro Ayungua v. ADEP Precision Holdings, LLC., Case No.30-2024-
014115937-CU-OE-CXC)**

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

You may be eligible to receive money from an employee class action lawsuit (“Action”) against ADEP Precision Holdings, LLC. for alleged wage and hour violations. The Action was filed by a former employee of Defendant, Elmer Claro Ayungua (“Plaintiff”) and seeks payment of back wages, penalties, and other relief for a class of hourly, non-exempt employees (“Class Members”) who worked for Danny Ryan Precision Contracting, Inc. dba ADEP Precision Contracting (hereafter referred to as “Defendant”) during the Class Period (July 31, 2020 to July 9, 2025, or as modified by the Agreement) and (2) penalties under the California Private Attorneys General Act (“PAGA”) for all hourly, non-exempt employees who worked for Defendant during the PAGA Period (April 15, 2023 to July 9, 2025, or as modified by the Agreement) (“Aggrieved Employees”). Defendant denies the accuracy of Plaintiff’s allegations or that it is liable under the claims asserted in the action and contends the matter is not appropriate for class treatment; however, it has agreed to settlement on a class-wide basis to resolve the dispute and avoid further litigation of the issues.

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

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

The above estimates are based on Defendant’s records showing that **you worked _____ workweeks** during the Class Period and **you worked _____ pay periods** during the PAGA Period. If you believe this information is inaccurate, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment

that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is _____	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Exclusion Form or otherwise notifying the Administrator in writing. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by _____	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on _____. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.

You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked during the Class Period and how many Pay Periods you worked during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.
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1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant. The Action accuses Defendant of violating California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination and reimbursable expenses, and failing to provide meal periods, rest breaks and accurate itemized wage statements. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, *et seq.*) ("PAGA"). Plaintiff is represented by attorneys in the Action: Christopher A. Adams, Levon S. Yepremian, Vache A. Thomassian, and Caspar Jivalagian of KJT Law Group LLP., 230 North Maryland Avenue, Suite 306, Glendale, CA 91206 ("Class Counsel").

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

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

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

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

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

1. Defendant Will Pay \$350,000 as the Gross Settlement Amount (Gross Settlement). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of

the Settlement. Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement in two installments. Defendant shall pay the first installment of \$175,000 not more than 60 days after the Effective Date. Defendant will pay the second installment of \$175,000 plus Defendant's portion of employer side taxes not more than 12 months after the first installment. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA") in proportionate share within 14 days of receiving the First Installment and again within 14 days of receiving the Second Installment.

2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$116,666.67 (one-third of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$15,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$7,500 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$9,950 to the Administrator for services administering the Settlement.
 - D. Up to \$20,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

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

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") according to the schedule outlined above by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks and Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.
4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% ("Non-Wage Portion."). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are deemed 100% penalties rather

than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

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

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. If the monies represented by your check is sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.
6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you timely notify the Administrator in writing, not later than _____, that you wish to opt-out. The easiest way to notify the Administrator is to complete and send the Exclusion Form included with this Notice to the Administrator by the Response Deadline. The Request for Exclusion can also be a letter or email from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendant.

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

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.
8. Administrator. The Court has appointed a neutral company, ILYM Group, Inc. (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.
9. Participating Class Members' Release. After the Judgment is final and Defendant has fully

funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for wages based on the Class Period facts, as alleged in the Action and resolved by this Settlement.

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

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint including claims for failure to pay minimum wages, failure to pay overtime wages, failure to pay the correct applicable overtime rate, failure to pay all hourly wages including minimum and overtime wages as a result of auto-deductions for meal periods, unlawful and inaccurate recording of time, off-the-clock work, failing to authorize and permit meal breaks (including requiring, suffering, and/or permitting Class Members to work through meal breaks), failure to authorize and permit rest periods, failure to indemnify for necessary business expenses including for mileage and cell phone use, failure to timely pay final wages at termination, failure to properly maintain required records, failure to provide accurate itemized wage statements, unfair and unlawful business practices, and any other claims, including claims for statutory and/or civil penalties. Except as set forth in Section 5.3 of the Settlement Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

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

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

All Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties, from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice including claims for failure to pay minimum wages,

failure to pay overtime wages, failure to pay the correct applicable overtime rate, failure to pay all hourly wages including minimum and overtime wages as a result of auto-deductions for meal periods, unlawful and inaccurate recording of time, off-the-clock work, failing to authorize and permit meal breaks (including requiring, suffering, and/or permitting Class Members to work through meal breaks), failure to authorize and permit rest periods, failure to indemnify for necessary business expenses including for mileage and cell phone use, failure to timely pay final wages at termination, failure to properly maintain required records, failure to provide accurate itemized wage statements, and any other claims, including claims for statutory and/or civil penalties.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$5,000 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until the Response Deadline to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter or completing and sending the Class Workweek Dispute Form included with this Notice to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

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

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a two checks to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees consistent with the two installment payments discuss above. Each check will combine the Individual Class Payment and the Individual PAGA Payment.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on (date) at (time) in Department CX101 of the Orange County Superior Court, located at 751 W. Santa Ana Blvd, Santa Ana, California 92701. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, the LWDA, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via remote hearings at <https://www.occourts.org/general-information/remote-appearance-information>. Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website _____ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to _____ (specify entity) _____'s website at _____ (url) _____. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below. You can also make an appointment to personally review court documents in the Clerk's Office at the Orange County Superior Court, 751 W. Santa Ana Blvd, Santa Ana, California 92701

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

Class Counsel:

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WILSON, ELSER, MOSKOWITZ, EDELMAN & DICKER, LLP.

Dean A. Rocco, Esq.
Ani Khacharyan, Esq.
555. South Flower Street – Suite 2900
Los Angeles, CA 90071

Settlement Administrator: Name of Company:
Email Address:
Mailing Address:
Telephone:
Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

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

EXHIBIT D

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Attorneys for Plaintiff Elmer Claro Ayungua on behalf of
himself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

ELMER CLARO AYUNGUA, individually and
on behalf of all others similarly situated,

Plaintiff,

v.

ADEP PRECISION HOLDING, LLC, limited
Liability company; and DOES 1-20, inclusive,

Defendants.

Case No.: 30-2024-01415937-CU-OE-CXC

Assigned For All Purposes To:

Judge: Hon. William Claster

Dept.: CX-101

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Action Filed: July 31, 2024

Trial Date: None Set

1 This matter came on for hearing on ~~February 20~~ April 17, 2026 at 9:00 a.m. in Department
2 CX-101 of the above-entitled Court, located at 751 W Santa Ana Blvd., Santa Ana, California 92701
3 of the above-captioned court on the Motion for an Order Granting Preliminary Approval of Class
4 Action Settlement.

5 The Court, having fully reviewed the Motion for Preliminary Approval of Class Action
6 Settlement; the Points and Authorities and Declarations filed in support thereof; the Supplemental
7 Briefing and Declarations; the Amended Class Action Settlement Agreement ("Settlement
8 Agreement"); and the Notice of Proposed Class Settlement ("Class Notice"); and in recognition of
9 the Court's duty to make a preliminary determination as to the reasonableness of any proposed class
10 action settlement, and if preliminarily determined to be reasonable, to ensure proper notice is
11 provided to class members in accordance with due process requirements, and to set a Final Fairness
12 Hearing to consider the proposed settlement as to the good faith, fairness, adequacy and
13 reasonableness of any proposed settlement, **HEREBY MAKES THE FOLLOWING**
14 **DETERMINATIONS AND ORDERS:**

15 The Court finds on a preliminary basis that the Settlement Agreement, incorporated in full
16 by this reference and made part of this Order Granting Preliminary Approval of Class Action
17 Settlement, appears to be in the range of reasonableness of a settlement which could ultimately be
18 given final approval by this Court. The Court notes that Defendant ADEP PRECISION
19 HOLDING, LLC. ("Defendant") has agreed to pay a non-reversionary Gross Settlement Amount
20 of \$350,000 which amount will be fully funded and paid out by Defendant provided certain
21 conditions of the Settlement Agreement are met. Included within the Gross Settlement Amount is a
22 Net Settlement Amount in the amount of approximately \$180,833.33. Defendant will pay out the
23 entirety of the Net Settlement Amount to Participating Class Members. It appears to the Court on a
24 preliminary basis that the settlement amount is fair and reasonable to the Class when balanced
25 against the probable outcome of further litigation relating to class certification, liability and damages
26 issues and potential appeals. It further appears that significant investigation, research, and litigation
27 has been conducted such that counsel for the parties at this time are able to reasonably evaluate their
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1 respective positions. It further appears that settlement at this time will avoid substantial costs, delay,
2 and risks
3 that would be presented by the further prosecution of the litigation. It further appears that the
4 proposed settlement has been reached as the result of intensive, serious, and non-collusive
5 negotiations between the parties.

6 **ACCORDINGLY, GOOD CAUSE APPEARING, THE MOTION FOR AN ORDER**
7 **GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT IS HEREBY**
8 **GRANTED, AND AS A PART OF SAID PRELIMINARY APPROVAL, THE COURT HEREBY**
9 **ORDERS THAT THE CLASS BE CONDITIONALLY CERTIFIED FOR SETTLEMENT**
10 **PURPOSES ONLY, AND THAT CHRISTOPHER A. ADAMS, LEVON SHANT YEPREMIAN,**
11 **VACHE A. THOMASSIAN AND CASPAR JIVALAGIAN OF KJT LAW GROUP LLP, BE**
12 **CONDITIONALLY AND PRELIMINARILY APPOINTED CLASS COUNSEL.**

13 **MORE SPECIFICALLY, THE COURT FINDS AS FOLLOWS:**

14 The Class provisionally certified by this Order for settlement purposes is as follows:

15 “Class Member” and “Settlement Class Members” means all current and former persons
16 employed by Defendants in California as non-exempt employees at any time during the Class
17 Period. “Class Period” means the period from the period from July 31, 2020 to July 9, 2025.

18 The Court finds that (a) the Class is so numerous that joinder of all Class Members is
19 impracticable; (b) The claims of Plaintiff Elmer Claro Ayungua are typical of the Class Members’
20 claims; (c) there are questions of law and fact common to the Class, which predominate over any
21 questions affecting only individual Class Members; and (d) class certification is superior to other
22 available methods for the fair and efficient adjudication of the controversy and to effectuate the
23 Settlement.

24 The Court finds that the Class Notice (attached as Exhibit 1 to Settlement Agreement)
25 comports with all constitutional requirements including those of due process.

26 The Court further finds that the proposed Class Notice adequately advises the Class about:
27 (a) the terms of the proposed Settlement and the benefits available to each Class Member; (b) each
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1 Class Member's right to object to and/or opt out of the Settlement and the timing and procedures
2 for doing so; (c) the temporary and conditional certification of the Class for settlement purposes
3 only; (d) preliminary Court approval of the proposed Settlement; (e) timing and procedures for
4 distributing the settlement funds to the Participating Class Members; and (f) the date of the Final
5 Fairness Hearing as well as the rights of members of the Class to file documentation in support of or
6 in opposition to and appear in connection with said hearing.

7 **ACCORDINGLY, GOOD CAUSE APPEARING, THE COURT HEREBY APPROVES**
8 **THE PROPOSED NOTICE TO THE CLASS AND FINDS** that mailing to the last known address
9 to members of the Class, as specifically described within the Settlement Agreement, constitutes an
10 effective method of notifying Class Members of their rights with respect to the Class Action and
11 proposed Settlement.

12 **ACCORDINGLY, IT IS HEREBY ORDERED** that:

13 The Class is provisionally certified as a class as defined above.

14 **IT IS FURTHER ORDERED** that Defendant shall within 30 calendar days of this Order
15 provide the Settlement Administrator with (i) each Class Member's full name; (ii) each Class
16 Member's last known address; (iii) each Class Member's last known telephone number; (iv) each
17 Class Member's Social Security number; and (v) each Class Member's start and end dates of
18 employment in a non-exempt position in California.

19 **IT IS FURTHER ORDERED** that the Settlement Administrator shall, within 14 calendar
20 days after receiving the Class Data, and pursuant to the terms of the Settlement Agreement, exercise
21 its best judgment to determine the current mailing address for each Class Member and then mail the
22 Class Notice to the Class by First Class, regular U.S. mail, postage pre-paid, using the most current
23 mailing address available. In the event that a Class Notice is returned to the Settlement
24 Administrator with a forwarding address, the Settlement Administrator will re-send the Class Notice
25 to the forwarding address affixed thereto. If no forwarding address is provided, then the Settlement
26 Administrator will promptly conduct a "standard search," sometimes called, "Skip Traces" or
27 "Credit Header" searches, to locate a better address. If a better address is found, the Settlement
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1 Administrator will promptly re-send the Class Notice. If, at any time prior to the opt out deadline,
2 a Class Member contacts the Settlement Administrator, or if Class Counsel does so on his or her
3 behalf, to advise of a change in address, the Class Notice will be re-mailed to the address the Class
4 Member (or Class Counsel) provides. In the event the procedures set forth herein are followed and
5 the intended recipient of a Class Notice still does not receive the Class Notice, the intended
6 recipient will be a Class Member and will be bound by all terms of the Settlement and the Order of
7 Final Approval entered by the Court.

8 **IT IS FURTHER ORDERED** that any Request for Exclusion must be postmarked or
9 delivered no later than 60 calendar days after the Class Notice is first mailed to the Class (or re-
10 mailed to the Class Member), and must be received by the Settlement Administrator to be valid.

11 **IT IS FURTHER ORDERED** that any dispute submitted by a Class Member regarding the
12 weeks of employment credited to that Class Member under the proposed Settlement must be
13 postmarked no later than 60 calendar days after the date when the Class Notice is first mailed to the
14 Class (or re-mailed to the Class Member), to be considered.

15 **IT IS FURTHER ORDERED** that Class Notice will provide that Class Members who wish to
16 object to the Settlement must send to the Settlement Administrator a written statement objecting to
17 the Settlement, no later than 60 calendar days after the date the Class Notice is first mailed by the
18 Settlement Administrator. Such objection must: contain a statement of the Class Member's
19 objections, a statement advising if the objecting Class Member plans to address the Court at the
20 Settlement Fairness Hearing, and any legal briefs, papers or memoranda the objecting Class
21 Member proposes to submit to the Court. The Settlement Administrator shall file all such
22 objections with the Court prior to the Final Fairness Hearing.

23 **IT IS FURTHER ORDERED** that the Final Fairness Hearing shall be held before the
24 undersigned on October 2, 2026 at 9:00 a.m. a.m., in Department CX-101 of
25 the Superior Court for the State of California County of Los Angeles, located at 751 W Santa Ana
26 Blvd., Santa Ana, California 92701 or via remote appearance, to consider the fairness, adequacy and
27 reasonableness of the proposed Settlement preliminarily approved by this Order of Preliminary
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1 Approval, and to consider the application of Class Counsel for an award of reasonable attorneys'
2 fees and costs, and the Class Representative Service Payment.

3 **IT IS FURTHER ORDERED** that pending final determination of whether this proposed
4 Settlement should be granted final approval, no member of the Class, either directly or
5 representatively, or in any other capacity, shall commence or prosecute any action or proceeding
6 asserting any of the Released Class Claims against the Released Parties, as defined in the Settlement
7 Agreement.

8 **IT IS FURTHER ORDERED** that any Party to this case, including any Class Member, in
9 person or by counsel, may be heard, to the extent allowed by the Court, in support of, or in
10 opposition to, the Court's determination of the good faith, fairness, reasonableness and adequacy of
11 the proposed Settlement, the requested attorneys' fees and costs, the requested Class Representative
12 Service Award, and any Order of Final Approval and Judgment regarding such Settlement, fees,
13 costs and enhancement.

14 **IT IS FURTHER ORDERED** that all briefs regarding the Settlement shall be served and
15 filed in accordance with the following briefing schedule: All briefs and materials in support of an
16 Order of Final Approval and application for attorneys' fees and costs shall be filed with this Court
17 on or before September 9, 2026. Response briefs, if any, in opposition to objections
18 shall be filed with this Court no later than September 18, 2026. The Settlement
19 Administrator's report shall be filed be with this Court no later than October 2,
20 2026. Any objections to the Settlement and briefs regarding such objections shall be filed with this
21 Court and served in accordance with the Settlement Agreement no later than 45 days, after the first
22 mailing of the Class Notices.

23 **IT IS FURTHER ORDERED** that, in the event of final approval and the occurrence of the
24 Effective Settlement Date, all Participating Class Members, and their successors, shall conclusively
25 be deemed to have given full releases of the Released Claims against the Released Parties, and all
26 Class Members (other than opt outs) and their successors, shall be permanently enjoined and
27 forever barred from asserting any Released Claims against any Released Party as described by the
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1 Settlement Agreement.

2 **IT IS FURTHER ORDERED** that, if for any reason the Court does not execute and file an
3 Order of Final Approval and Judgment does not occur for any reason whatsoever, the Settlement
4 Agreement and the proposed Settlement which is the subject of this Order and all evidence and
5 proceedings had in connection therewith shall be without prejudice to the status quo ante rights of
6 the parties to the litigation as more specifically set forth in the Settlement Agreement.

7 **IT IS FURTHER ORDERED** that, pending further order of this Court, all proceedings in
8 this matter except those contemplated herein and in the Settlement Agreement are stayed.

9 The Court expressly reserves the right to adjourn or continue the Final Fairness Hearing
10 from time to time without further notice to the Class.

11 **IT IS SO ORDERED.**

12 Dated: _____

13 _____
14 Honorable William Cluster
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PROOF OF SERVICE

ELMER CLARO AYUNGUA v. ADEP PRECISION HOLDING, LLC

Case No.: 30-2024-01415937-CU-OE-CXC

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I, Elaine Machuca, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 230 North Maryland Avenue, Suite 306, Glendale, California 91206.

On April 27, 2026 I served the foregoing documents described

- **SECOND SUPPLEMENTAL DECLARATION OF CHRISTOPHER A. ADAMS IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS AND COLLECTIVE ACTION SETTLEMENT**
- **[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

on interested parties in this action by addressed as follows:

PLEASE SEE SERVICE LIST

BY MAIL: I deposited such envelope in the mail at Glendale, California. The envelope was mailed with postage thereon fully prepaid. As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Glendale, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

XX BY FACSIMILE / E-MAIL: I served by facsimile and/or electronic mail a true copy of the above-described document. I am "readily familiar" with this firm's practice of processing correspondence by fax and/or e-mail. Under that practice documents are placed in our fax machine and are processed and received simultaneously at their destination. The above-referenced document(s) was placed in the fax machine with all costs of faxing prepaid, directed to each party (using their fax number and/or e-mail address) listed on the attached Service List. Once the document has been transmitted, the fax machine provides a report indicating time of completion.

BY PERSONAL SERVICE: I delivered such envelope by hand to the addressee.

XX STATE: I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on April 27, 2026, at Glendale, California.

Elaine Machuca

Elaine Machuca

SERVICE LIST

ELMER CLARO AYUNGUA v. ADEP PRECISION HOLDING, LLC

Case No.: 30-2024-01415937-CU-OE-CXC

Dean A. Rocco, Esq., State Bar No.: 210481

Ani Khachatryan, Esq., State Bar No.: 348012

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[Attorneys for Defendant Adep Precision Holding, LLC]