

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Sidney Judge (“Plaintiff”) and Defendant Aliso Viejo Brewing Company, Inc. (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s PAGA lawsuit alleging wage and hour violations against Defendant captioned *Sidney Judge v. Aliso Viejo Brewing Company, Inc.*, Orange County Superior Court, Case No. 30-2021-01178139, initiated on January 8, 2021 and pending in Superior Court of the State of California, County of Orange.
- 1.2. “Administrator” means PHOENIX, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.
- 1.4. “Aggrieved Employee” means a person employed by Defendant in California and classified as a non-exempt employee who worked for Defendant during the PAGA Period.
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendant’s possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.
- 1.7. “Court” means the Superior Court of California, County of Orange.
- 1.8. “Defense Counsel” means:

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Tel: (949) 622-5575

WILLIAM C. SUNG, SB# 280792
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LEWIS BRISBOIS BISGAARD & SMITH LLP
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- 1.9. “Effective Date” means the date the Court approves the Settlement and enters a Judgment on its order approving the Settlement.
- 1.10. “Gross Settlement Amount” means Two Hundred and Five Thousand Dollars and Zero Cents (\$205,000.00) which is the total and maximum amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Plaintiff’s Enhancement Award, and the Administrator’s Expenses Payment.
- 1.11. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.12. “Judgment” means the judgment entered by the Court based upon its approval of the Settlement.
- 1.13. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.14. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.15. “Operative Complaint” means the operative Second Amended Complaint filed by Plaintiff September 9, 2022.
- 1.16. “PAGA Counsel” means the attorneys representing Plaintiff in the Action:

AMBER B. DERHAM, (SBN 255853)
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GUTIERREZ DERHAM LAW FIRM LLP
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- 1.17. “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment”

mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

- 1.18. "PAGA Pay Period" means any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.19. "PAGA Period" means the period from November 5, 2019 to the Effective Date or 60 days from July 7, 2022, whichever is earlier.
- 1.20. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.21. "PAGA Notice" means Plaintiff's March 25, 2020 letter providing notice pursuant to Labor Code section 2699.3.
- 1.22. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to LWDA in settlement of PAGA claims.
- 1.23. "Plaintiff" means Sidney Judge, the named plaintiff in the Action.
- 1.24. "Plaintiff's Enhancement Award" means the monetary award paid to Plaintiff for Plaintiff's services in this PAGA action, which shall be paid in addition to Plaintiff's share of the Individual PAGA Payment.
- 1.25. "Released Parties" means Defendant and all of its affiliates, parents, subsidiaries, owners, shareholders, officers, directors, members, agents (including, without limitation, any investment bankers, accountants, insurers, reinsurers, attorneys and any past, present or future officers, directors and employees) predecessors, successors, and assigns.
- 1.26. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.
- 1.27. "Defendant" means named Defendant Aliso Viejo Brewing Company, Inc.

2. RECITALS.

- 2.1. On or about January 8, 2021, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendant for (1) Private Attorneys General Act, (2) Failure to Provide Meal and Rest Breaks; (3) Failure to Pay All Wages at the Time of Termination; (4) Failure to Produce Personnel Records; and (5) Failure to Produce Payroll Records. On or about September 2, 2021, Plaintiff filed a First Amended Complaint adding a cause of action for Failure to Reimburse and Indemnify for Expenditures. On or about September 9, Plaintiff filed her Second Amended Complaint adding the following Labor Code violations to her PAGA cause of action: Labor Code sections 202, 203, 226(a), 558, and 1198. The Second Amended Complaint is the

operative complaint in the Action (the “Operative Complaint”).

- 2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice on March 25, 2020 which encompasses all claims asserted in the Operative Complaint. The LWDA Case No. is LWDA-CM-780205-20.
- 2.3. On July 7, 2022, the Parties participated in a full-day mediation before mediator Jason Marsili. The mediation did not result in resolution. Following the mediation, the Parties continued to engage in resolution discussions through the mediator. On July 15, 2022, through arms-length negotiations, the Parties agreed to a settlement of all causes of actions in the Operative Complaint. The settlement of Plaintiff’s PAGA cause of action is memorialized in this Agreement, and the settlement of Plaintiff’s individual causes of action is memorialized in a separate Confidential Settlement and General Release Agreement.
- 2.4. Prior to mediation, the Parties engaged in both formal and informal discovery. The Parties engaged in written discovery and the *Belair West* notice process by which the contact information of Aggrieved Employees who did not opt out were provided to PAGA Counsel. Defendant took the deposition of Plaintiff. Shortly prior to mediation, Defendant also informally produced to PAGA Counsel the following: (1) PAGA employee list with dates of employment and dates final paychecks were issued to them; (2) time and payroll records of all non-exempt employees; (3) all shift schedules of non-exempt employees; and (4) Defendants updated policies and procedures.
- 2.5. The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay Two Hundred and Five Thousand Dollars and Zero Cents (\$205,000.00) and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.2 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.
- 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:
 - 3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 33% which is currently estimated to be \$67,650.00 and PAGA Counsel Litigation Expenses Payment of not more than \$4,751.13. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts.

Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the PAGA Penalties. Released Parties shall have no liability to PAGA Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

- 3.2.2. To the Administrator: An Administrator Expenses Payment not to exceed \$2,750.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$2,750.00, the Administrator will allocate the remainder to the PAGA Penalties.
- 3.2.3. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$122,348.87 to be paid from the Gross Settlement Amount, with 75% (\$91,761.65) allocated to the LWDA PAGA Payment and 25% (\$30,587.22) allocated to the Individual PAGA Payments. The Aggrieved Employees assume full responsibility and liability for taxes owed on their share of the Individual PAGA Payments and hold Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding this payment.
- 3.2.4. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
- 3.2.5. To Plaintiff: \$7,500.00 as Plaintiff's Enhancement Award using an IRS 1099 Form. Plaintiff assumes full responsibility and liability for taxes owed on Plaintiff's Enhancement Award and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding this payment.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are 171 Aggrieved Employees who worked a total of 4554 of PAGA Pay Periods during the PAGA Period.

- 4.2. Aggrieved Employee Data. Within fourteen (14) days of the Effective Date, Defendant will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.
- 4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than thirty-one (31) days after the Effective Date.
- 4.4. Payments from the Gross Settlement Amount. Within fourteen (14) days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Fees and Expenses Payment, and Plaintiff's Enhancement Award.
- 4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
- 4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within seven (7) days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.
- 4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed

Property Fund in the name of the Aggrieved Employee.

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

5. RELEASES OF PAGA CLAIMS. Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiff, all Aggrieved Employees, and the State of California 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 for violations of Labor Code sections 201, 202, 203, 226(a), 226(c), 226.7, 432, 512, 558, 558.1, 1198, and 1198.5; applicable sections of IWC Wage Orders; failure to provide meal periods; failure to provide rest periods; failure to provide personnel file upon request; failure to provide payroll records upon request; failure to provide documents signed during employment upon request; failure to provide accurate itemized wage statements; and failure to pay all wages due upon separation of employment.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.

- 6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, and defalcation of funds or other misfeasance; and (iii) a signed declaration from PAGA Counsel attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2))).
- 6.2 Responsibilities of Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than thirty (30) days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion.
- 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of

the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected Phoenix to serve as the Administrator and verified that, as a condition of appointment, Phoenix 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 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 7.3 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE.

- 8.1. Estimations. Based on its records, Defendant estimates that, as of the date of this Settlement Agreement, from November 5, 2019 to July 7, 2022, Aggrieved Employees worked approximately 4,100 pay periods.
- 8.2. Escalator Clause. If the number of pay periods worked from November 5, 2019 to July 7, 2022 is 4,511 or more, Defendant, in its sole discretion, may (1) increase the Gross Settlement Amount by the percentage of pay periods worked that exceeds 4,100 pay periods, or (2) adjust the PAGA Period so that the total pay periods worked does not exceed 4,510 pay periods.

9. CONTINUING JURISDICTION OF THE COURT. Pursuant to Code of Civil Procedure § 664.6, the Parties agree that the Court will retain jurisdiction over the Parties, Action, and the Settlements solely for purposes of (i) enforcing full performance of this PAGA Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law. In the event that one or more of the Parties institutes any motion, legal action, or other proceeding against any other Party or Parties to enforce the provisions of this PAGA Agreement or to declare rights and/or obligations under this PAGA Agreement, the successful Party or Parties shall be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs incurred in connection with any enforcement actions.

- 9.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and

appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10. ADDITIONAL PROVISIONS.

10.1 No Admission of Liability or Representative Manageability for Other Purposes.

This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

10.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim,

demand, action, cause of action, or right released and discharged by the Party in this Settlement.

- 10.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 10.11 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 10.12 Use and Destruction of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA data provided to PAGA Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff and PAGA Counsel shall destroy all paper and electronic versions of Aggrieved Employee data received from Defendant..
- 10.13 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 10.14 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

10.15 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the day sent by email, addressed as follows:

To Plaintiff:

AMBER B. DERHAM, (SBN 255853)
abd@gutierrezderham.com
GUTIERREZ DERHAM LAW FIRM LLP
6077 Coffee Rd., Suite 4
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Telephone: (323) 676-6676
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To Defendant:

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LEWIS BRISBOIS BISGAARD & SMITH LLP
633 West 5th Street, Suite 4000
Los Angeles, California 90071
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Facsimile: 213.250.7900

10.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.17 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

10.18 Parties' Authority: The Parties as signatories hereto hereby represent that they are

fully authorized to enter into this PAGA Agreement and bind the Parties to the terms and conditions hereof.

READ AND AGREED TO INDIVIDUALLY AND ON BEHALF OF THE STATE OF CALIFORNIA AND AGGRIEVED EMPLOYEES:



Plaintiff Sidney Judge

Dated: 09 / 20 / 2022, 2022

READ AND AGREED TO ON BEHALF OF ALISO VIEJO BREWING COMPANY, INC.

By:

Dated: _____, 2022

Title:

fully authorized to enter into this PAGA Agreement and bind the Parties to the terms and conditions hereof.

READ AND AGREED TO INDIVIDUALLY AND ON BEHALF OF THE STATE OF CALIFORNIA AND AGGRIEVED EMPLOYEES:

Plaintiff Sidney Judge

Dated: _____, 2022

READ AND AGREED TO ON BEHALF OF ALISO VIEJO BREWING COMPANY, INC.



By: John Waters

Dated: September 20, 2022

Title: President