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Attorneys for Defendant
MANLEY LABORATORIES, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

AMBER RUIZ, an individual,

Plaintiff,

v.

MANLEY LABORATORIES, INC., a
California Corporation; and DOES 1-100,
inclusive,

Defendants.

Case No. CIVDS2018793

Assigned for All Purposes:
Honorable Hon. Janet M. Frangie
Department R1

DECLARATION OF JEFFREY K.
BROWN IN SUPPORT OF UNOPPOSED
MOTION FOR APPROVAL OF PAGA
SETTLEMENT

*[Filed Concurrently with Notice of Motion and
Motion; Memorandum of Points and
Authorities; Declaration of Michael Blue;
(Proposed) Order]*

Date: December 18, 2025
Time: 9:00 am

Action Filed: September 2, 2020
Trial Date: TBD

I, Jeffrey K. Brown, declare as follows:

1. I am an attorney duly admitted to practice before this court. I am a partner with Payne & Fears LLP, attorneys of record for Defendant Manley Laboratories, Inc. ("Defendant"). I have personal knowledge of the facts set forth herein, except as to those stated on information and belief and, as to those, I am informed and believe them to be true. If called as a witness, I could

1 and would competently testify to the matters stated herein. I make this declaration in support of
2 Defendant's Motion for Approval of PAGA Settlement.

3
4 2. Attached hereto as **Exhibit "A"** is a true and correct copy of the PAGA Settlement
5 Agreement between Defendant and Plaintiff Amber Ruiz ("Plaintiff"), settling all claims brought
6 by Plaintiff pursuant to the Private Attorney Generals Act, California Labor Code sections 2698,
7 *et seq.* ("PAGA"), which is maintained by my office in the normal course of business.

8
9 3. Attached hereto as **Exhibit "B"** is a true and correct copy of the Proof of Service of
10 the Settlement Agreement and this Motion and Supporting Papers on the California Labor
11 Workforce and Development Agency ("LWDA"), which were served on the LWDA by my office
12 on November 25, 2025. The Proof of Service is maintained by my office in the normal course of
13 business.

14
15 4. Attached hereto as **Exhibit "C"** is a true and correct copy of a redlined version of
16 the Settlement Agreement showing all modifications made to the Model Agreement ready for
17 filing with the Court, which was created by my office on November 17, 2025.

18
19 I declare under penalty of perjury under the laws of the State of California that the
20 foregoing is true and correct.

21
22 Executed on this 25th day of November, 2025, at Irvine, California.

23
24
25 /s/ Jeffrey K. Brown
26 Jeffrey K. Brown
27
28

EXHIBIT A

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO**

AMBER RUIZ, an individual,

Plaintiff,

v.

MANLEY LABORATORIES, INC., a
California Corporation; and DOES 1-100,
inclusive,

Defendants.

Case No. CIVDS2018793

PAGA SETTLEMENT AGREEMENT

Action Filed:
Trial Date:

September 2, 2020
TBD

This PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Amber Ruiz (“Plaintiff” or “Ruiz”) and Manley Laboratories LLC (formerly Manley Laboratories, Inc., following an F reorganization), a California limited liability company, by and through its indemnitor ManleyLabs Ventures II LLC (“Defendant” or “Manley”). The Agreement refers to Ruiz and Manley collectively as the “Parties,” or individually as “Party.”

DEFINITIONS

1. “Action” means the matter of *Amber Ruiz v. Manley Laboratories, Inc., et al.*, initiated on September 2, 2020, and pending in the Superior Court of the State of California, County of San Bernadino (Case No. CIVDS2018793).

2. “Aggrieved Individuals” means all persons, including but not limited to Plaintiff, employed by Defendant as non-exempt employees in the State of California during the PAGA Period.

3. “Aggrieved Individual Data” means Aggrieved Individual identifying information in Defendant’s possession including the Aggrieved Individual’s name, last-known mailing address, Social Security number and number of PAGA Pay Periods.

4. “Aggrieved Individual Address Search” means Defendant’s investigation and search for current Aggrieved Individual 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 Defendant with Aggrieved Individuals.

5. “Approval Order” means the proposed Court Order Granting Approval of PAGA Settlement.

6. “Court” means the Superior Court of California, County of San Bernadino.

7. “Defendant” or “Manley” means Defendant Manley Laboratories, Inc.

8. “Defense Counsel” means Jeffrey K. Brown of Payne & Fears LLP.

9. “Effective Date” means the date upon which the Court enters a Judgment on its Order Approving the PAGA Settlement.

10. “Gross Settlement Amount” means one hundred and twenty-five thousand dollars (\$125,000), which is the total amount Manley agrees to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the Representative Release Payment, the LWDA PAGA Payment, PAGA Counsel Fees Payment, and PAGA Counsel Litigation Expenses Payment.

11. “Individual PAGA Payment” means each Aggrieved Individual’s pro rata share of 25% of the PAGA Penalties calculated by: (a) dividing the amount of the Aggrieved Individual’s 25% share of the PAGA Penalties by the total number of PAGA Period Pay Periods worked by all Aggrieved Individuals during the PAGA Period; and (b) multiplying the result by each Aggrieved Individual’s PAGA Period Pay Periods.

12. “Judgment” means the judgment entered by the Court based upon the Final Approval.

13. “LWDA” means the Labor Workforce Development Agency.

14. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (i).

15. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Representative Release Payment. The remainder is to be paid to Aggrieved Individuals as Individual PAGA Payments.

16. “PAGA Counsel” means The Blue Law Group Inc., counsel of record for the Plaintiff in the Action.

17. “PAGA Counsel Fees Payment” means the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees.

18. “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable expenses incurred to prosecute the Action.

19. “PAGA Pay Period” means any Pay Period during which an Aggrieved Individual worked for Manley for at least one day during the PAGA Period.

20. “PAGA Period” means the period from June 8, 2019, until the date of the Approval Order.

21. “PAGA” means the Private Attorneys General Act (Labor Code sections 2698. *et seq.*).

22. “PAGA Notice” means Plaintiff’s June 8, 2020, letter to Manley and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

23. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, or \$12,500.00, representing 10% of the Gross Settlement Amount, allocated 25% to the Aggrieved Individuals (\$3,125.00) and 75% to LWDA (\$9,325.00) in settlement of the PAGA claims.

24. “Plaintiff” or “Representative” means Plaintiff Amber Ruiz, the named Plaintiff in the Action.

25. “Released PAGA Claims” means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraphs 42-45 below.

26. “Released Parties” means: Manley Laboratories LLC (formerly Manley Laboratories, Inc., following an F reorganization), Manley Laboratories, Inc., ManleyLabs Ventures II LLC, and each of their former and present direct and/or indirect owners, dba’s, affiliates, subsidiaries, brother and sister corporations, divisions, related companies, successors and predecessors, and current and former employees, directors, officers, shareholders, owners, trustees, fiduciaries, beneficiaries, subrogees, executors, partners, privies, agents, servants, attorneys, insurers, representatives, administrators, employee benefit plans, predecessors, successors, investors, and assigns.

27. “Representative Release Payment” means the payment made to Plaintiff in consideration for her service and assistance in prosecuting the PAGA claims, her dismissal with prejudice of all individual claims alleged in the Action, and agreement and execution of a General Release in favor of the Released Parties. The amount of the Representative Release Payment agreed to by the Parties pursuant to this Agreement is \$71,000.00.

28. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

29. “Settlement Administrator” means Defendant, after appointment by the Superior Court to administer the Settlement. Defendant agrees to be bound by this Agreement and to verify to Defendant’s counsel that Defendant has performed all duties specified in this Agreement.

RECITALS

30. Plaintiff was engaged by Defendant Manley Laboratories, Inc. from September 2016 until April 2020 as a Bookkeeper, Human Resources Manager, and Payroll Manager. Manley Laboratories, Inc. underwent an F reorganization and became Manley Laboratories LLC, a California limited liability company. Manley Laboratories LLC was subsequently sold by ManleyLabs Ventures II LLC to a third party. Under the Membership Interest Purchase Agreement

1 dated July 10, 2025, ManleyLabs Ventures LLC agreed to indemnify Manley Laboratories LLC for
2 the claims asserted by Plaintiff in this action. Accordingly, the Parties acknowledge and agree that
3 the Gross Settlement Amount shall be funded on behalf of Manley Laboratories LLC by
4 ManleyLabs Ventures II LLC, as indemnitor.

5 31. On June 8, 2020, Plaintiff submitted the PAGA Notice (attached hereto as Exhibit
6 A) to the LWDA through the online submission portal. Plaintiff served Defendant with the PAGA
7 Notice via certified mail.

8 32. On September 2, 2020, Plaintiff filed the original complaint in this Action (the
9 “Operative Complaint”) (attached hereto as Exhibit B), alleging the following claims on an
10 individual basis: (1) Failure to Pay Wages Pursuant to Labor Code sections 204 and 210 (requiring
11 wages to be paid twice per month); (2) Failure to Pay Overtime Wages; (3) Failure to Provide Meal
12 Periods; (4) Failure to Provide Rest Periods; (5) Failure to Provide Accurate Itemized Wage
13 Statements; (6) Failure to Pay All Wages Due Upon Separation of Employment; and (7) Unfair
14 Competition. The Operative Complaint also included a cause of action for civil penalties pursuant
15 to the PAGA.

16 33. Defendant answered the Operative Complaint on October 23, 2020.

17 34. The Parties agreed to directly negotiate a Settlement through counsel rather than
18 pursue litigation, which led to this Agreement to settle the Action.

19 35. Prior to negotiating the Settlement, Plaintiff obtained from Defendant via formal and
20 informal discovery Plaintiff’s personnel records, including her wage statements, information on
21 Plaintiff’s meal breaks, information on the purported size of the PAGA class, and Defendant’s
22 policies and procedures, which Plaintiff’s counsel reviewed and analyzed.

23 36. The Parties, PAGA Counsel, and Defense Counsel represent that they are not aware
24 of any other pending matter or action asserting claims that will be extinguished or affected by the
25 Settlement.

26 **TERMS OF SETTLEMENT**

27 37. **Gross Settlement Amount.** The Gross Settlement Amount shall be funded on
28 behalf of Defendant by ManleyLabs Ventures II LLC, pursuant to the indemnity provisions in the

1 Membership Interest Purchase Agreement dated July 10, 2025. The Gross Settlement Amount will
2 be One Hundred and Twenty-Five Thousand Dollars (\$125,000) and no more, upon approval of the
3 proposed settlement. The Gross Settlement Amount shall be disbursed without asking or requiring
4 Aggrieved Individuals to submit any claim as a condition of payment. None of the Gross Settlement
5 Amount will revert to Defendant.

6 38. **Payments from the Gross Settlement Amount.** The following payments shall be
7 made from the Gross Settlement Amount:

8 (a) **To PAGA Counsel:** PAGA Counsel Fees Payment of up to \$40,000.00 (32
9 percent of the Gross Settlement Amount), with a PAGA Litigation Expenses Payment of
10 \$1,500.00. Defendant will not oppose PAGA Counsel's requests for Court approval of these
11 payments provided they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file a
12 motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment with the
13 motion for approval of the settlement. If the Court approves a PAGA Counsel Fees Payment
14 and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, Defendant
15 will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability
16 to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any
17 PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. Defendant
18 will pay the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment
19 using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for
20 taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses
21 Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or
22 controversy regarding any division or sharing of any of these Payments.

23 (b) **To Plaintiff Amber Ruiz:** The Representative Release Payment of
24 \$71,000.00, payable in twenty-four equal monthly installments over the twenty-four months
25
26
27
28

following the Effective Date, with the first payment due by the end of the month in which the Effective Date occurs.

(c) **To the LWDA and Aggrieved Individuals:** PAGA Penalties in the total amount of \$12,500.00 with 75% (\$9,325.00) allocated to the LWDA PAGA Payment and 25% (\$3,125.00) allocated to the Individual PAGA Payments. Defendant will report the Individual PAGA Payments on IRS 1099 Forms. Aggrieved Individuals assume full responsibility and liability for any taxes owed on their Individual PAGA Payments.

39. Notwithstanding anything to the contrary, Manley Laboratories LLC remains liable to Plaintiff for the Gross Settlement Amount and the payments thereof, and the indemnity language set forth herein does not negate this liability.

40. Notwithstanding the existence of the Indemnitor ManleyLabs Ventures II LLC herein, Plaintiff retains enforcement rights against Manley Laboratories LLC and the Indemnitor in accordance with the terms and conditions hereunder, including, without limitation, the Gross Settlement Amount and the payments thereof as contemplated hereby.

SETTLEMENT FUNDING AND PAYMENTS

41. **Aggrieved Individual Pay Periods.** Based on a review of its records to date, Defendant estimates there are sixty-seven (67) Aggrieved Individuals who worked a total of [insert] PAGA Pay Periods.

42. **Payments of Individual PAGA Settlement Payments.** Within ten (10) days of the Effective Date, Defendant will issue checks for the Individual PAGA Payments and send them to the Aggrieved Individuals 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. Defendant will cancel all checks not cashed by the void date. Before mailing any checks, the Defendant must update the recipients' mailing addresses using the National Change of Address Database.

1 Defendant must conduct an Aggrieved Individual Address Search for all Aggrieved
2 Individuals whose checks are returned undelivered without USPS forwarding address. Within
3 seven (7) days of receiving a returned check, Defendant must re-mail checks to the USPS
4 forwarding address provided or to an address ascertained through the Aggrieved Individual
5 Address Search. Defendant need not take further steps to deliver checks to Aggrieved Individuals
6 whose re- mailed checks are returned as undelivered. Defendant shall promptly send a
7 replacement check to any Aggrieved Individual whose original check was lost or misplaced,
8 requested by the Aggrieved Individual prior to the void date.

9 For any Aggrieved Individual whose Individual PAGA Payment check is uncashed and
10 cancelled after the void date, Defendant shall transmit the funds represented by such checks to the
11 California Controller's Unclaimed Property Fund in the name of the Aggrieved Individual.

12 The payment of Individual PAGA Payments shall not obligate Defendant to confer any
13 additional benefits or make any additional payments to the Aggrieved Individuals (such as 401(k)
14 contributions or bonuses) beyond those specified in this Agreement. Each Aggrieved Individual
15 assumes full responsibility and liability for any taxes owed on their Individual PAGA Payment.
16 Defendant makes no representation as to the tax treatment or legal effect of the Individual PAGA
17 Payments called for hereunder, and Plaintiff, Plaintiff's counsel, and the Aggrieved Individuals are
18 not relying on any statement, representation, or calculation by Defendant as advice regarding any
19 taxes or taxability, if any, associated with the Individual PAGA Payments, nor shall anything in
20 this Settlement be relied upon as such within the meaning of United States Treasury Department
21 Circulate 230 (31 CFR Part 10, as amended) or otherwise.

22 RELEASE OF CLAIMS

23 43. **Release Date:** Effective on the date when Defendant fully funds the entire Gross
24 Settlement Amount, Plaintiff and the Aggrieved Individuals will release claims against all Released
25 Parties as follows:

26 44. **Plaintiff's Release.** Plaintiff and her respective former and present spouses,
27 representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors and
28 assigns generally, release and discharge Released Parties from all claims, transactions or

1 occurrences that occurred prior to the approval of this Settlement, including, but not limited to: all
2 claims that were, or reasonably could have been, alleged, based on the facts contained in the
3 Operative Complaint and the PAGA Notice, including but not limited to claims for alleged failure
4 to pay overtime wages, failure to provide meal and rest breaks, failure to pay meal and rest break
5 premiums, failure to provide accurate itemized wage statements, and failure to pay all wages due
6 upon separation of employment; this release shall include all claims under PAGA by the LWDA, in
7 Plaintiff's representative capacity based on the PAGA Notice ("Plaintiff's Release"). Plaintiff's
8 Release does not extend to any claims or actions to enforce this Agreement, or to any claims for
9 vested benefits, unemployment benefits, disability benefits, social security benefits, workers'
10 compensation benefits that arose at any time or based on occurrences that cannot be released
11 according to law. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or
12 in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless,
13 that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different
14 or additional facts or Plaintiff's discovery of them.

15 **45. Plaintiff's Waiver of Rights Under Civil Code Section 1542.** For purposes of
16 Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits,
17 if any, of section 1542 of the California Civil Code, which reads:

18 A general release does not extend to claims that the creditor or
19 releasing party does not know or suspect to exist in his or her
20 favor at the time of executing the release, and that if known by
21 him or her would have materially affected his or her settlement
22 with the debtor or Released Party.

23 **46. Release by Aggrieved Individuals:** All Aggrieved Individuals are deemed to
24 release, on behalf of themselves and their respective former and present representatives, agents,
25 attorneys, heirs, administrators, successors and assigns, the Released Parties from all claims for
26 PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA
27 Period facts stated in the Operative Complaint and the PAGA Notice, which are attached hereto as
28 Exhibits B and A, respectively, including but not limited to claims for civil penalties recoverable

1 under Labor Code sections 204, 210, 226(a), 226.3, 226.7, 256, 512, and 558.

2 47. **Release by PAGA Counsel:** PAGA Counsel release on behalf of their present and
3 former attorneys, employees, agents, successors, and assigns the Released Parties from all claims
4 for the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment incurred in
5 connection with the Operative Complaint and the PAGA Period facts stated in the Operative
6 Complaint and the PAGA Notice.

7 **MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT**

8 48. **Plaintiff's Responsibilities.** Plaintiff will prepare and deliver to Defense Counsel
9 all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699,
10 subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a
11 signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all
12 necessary PAGA documents (initial notice of violations [Labor Code section 2699.3, subd. (a)],
13 Operative Complaint [Labor Code section 2699, subd. (s)(1)], this Agreement [Labor Code section
14 2699, subd. (s)(2)]; (iii) a redlined version of the Parties' Agreement showing all modifications
15 made to the Model Agreement ready for filing with the Court; and (iv) all facts relevant to any actual
16 or potential conflict of interest with Aggrieved Individuals. In their Declarations, Plaintiff and
17 PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting
18 claims that will be extinguished or adversely affected by the Settlement.

19 49. **Responsibilities of PAGA Counsel.** PAGA Counsel and Defense Counsel are
20 jointly responsible for expeditiously finalizing and filing the application or motion for approval of
21 this Settlement no later than thirty (30) days after the full execution of this Agreement and, if
22 necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in
23 favor of the motion.

24 50. **Duty to Cooperate.** If the Parties disagree on any aspect of the proposed application
25 or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA
26 Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting
27 in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant
28 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.

SETTLEMENT ADMINISTRATION

51. **Selection of Administrator.** Given the small number of Aggrieved Individuals, the Parties have jointly elected to have Defendant administer the Settlement Sum.

CONTINUING JURISDICTION OF THE COURT

52. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, the Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

53. **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, their respective counsel, 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.

ADDITIONAL PROVISIONS

54. **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,

1 Defendant reserves all available defenses to the claims in the Action and Plaintiff reserves the
2 right to contest Defendant's defenses. The Settlement, this Agreement, and Parties' willingness to
3 settle the Action will have no bearing on, and will not be admissible in connection with, any
4 litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

5 **55. No Press Releases/Public Comment.** Unless they first obtain Defendant's express
6 written consent, PAGA Counsel and Plaintiff shall not (a) discuss, reveal, disclose, publicize, or
7 promote the terms of the Settlement, or the negotiations leading to the Settlement, to any third
8 party (including but not limited to the media, the legal community, or the public at large), or (b)
9 issue any press releases or initiate any contact with the media regarding the Settlement, or
10 otherwise advertise or publicize the Settlement. Nothing in this Agreement is intended to prevent
11 Plaintiff or PAGA Counsel from disclosing or discussing the terms of the Settlement (i) with the
12 Court, (ii) with any Aggrieved Individual, (iii) with the LWDA in conformity with PAGA, or (iv)
13 as otherwise required by law. Moreover, nothing herein will restrict PAGA Counsel from
14 including publicly available information regarding the Settlement in future judicial submissions
15 regarding PAGA Counsel's qualifications and experience.

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

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

25 **58. Cooperation.** The Parties and their counsel will cooperate with each other and use
26 their best efforts, in good faith, to implement the Settlement by, among other things, modifying the
27 Settlement Agreement, submitting supplemental evidence and supplementing points and authorities
28 as requested by the Court. In the event the Parties are unable to agree upon the form or content of

1 any document necessary to implement the Settlement, or on any modification of the Agreement that
2 may become necessary to implement the Settlement, the Parties will seek the assistance of a
3 mediator and/or the Court for resolution.

4 **59. No Prior Assignments.** The Parties separately represent and warrant that they have
5 not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
6 encumber to any person or entity and portion of any liability, claim, demand, action, cause of action,
7 or right released and discharged by the Party in this Settlement.

8 **60. No Tax Advice.** Neither Plaintiff, PAGA Counsel, Defendant nor Defense Counsel
9 are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
10 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part
11 10, as amended) or otherwise.

12 **61. Modification of Agreement.** This Agreement, and all parts of it, may be amended,
13 modified, changed or waived only by an express written instrument signed by all Parties or their
14 representatives, and approved by the Court.

15 **62. Agreement Binding on Successors.** This Agreement will be binding upon, and
16 inure to the benefit of, the successors of each of the Parties.

17 **63. Applicable Law.** All terms and conditions of this Agreement and its exhibits will
18 be governed by and interpreted according to the internal laws of the State of California, without
19 regard to conflict of law principles.

20 **64. Cooperation in Drafting.** The Parties have cooperated in the drafting and
21 preparation of this Agreement. This Agreement will not be construed against any Party on the basis
22 that the Party was the drafter or participated in the drafting.

23 **65. Confidentiality.** To the extent permitted by law, all agreements made and orders
24 entered during Action and in this Agreement relating to the confidentiality of information shall
25 survive the execution of this Agreement.

26 **66. Use and Return of Aggrieved Individual Data.** Information provided to PAGA
27 Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the PAGA Data
28 provided to PAGA Counsel by Defendant in connection with the 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 Defendant discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Individual Data received from Defendant unless, prior to paying out of all Settlement Funds, Defendant makes a written request to PAGA Counsel for the return, rather than the destruction, of Aggrieved Individual Data.

67. **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.

68. **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.

69. **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 third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:
Michael Blue, Esq.
The Blue Law Group Inc.
8599 Haven Ave., Suite Ste 201
Rancho Cucamonga, CA 91730
Michael.blue@bluelawgroup.com

To Defendant:
Jeffrey K. Brown, Esq.
Payne & Fears LLP
4 Park Plaza, Ste 1100
Irvine, CA 92614
jkb@paynefears.com

70. **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 Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

71. **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

1 Agreement shall be accepted as an original. All executed counterparts and each of them will be
2 deemed to be one and the same instrument if counsel for the Parties will exchange between
3 themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove
4 the existence and contents of this Agreement.

5 Dated: _____ PLAINTIFF

6
7 By: _____
8 Amber Ruiz

9 Dated: 8/14/2025
10 DEFENDANT MANLEY LABORATORIES LLC
11 (FORMERLY MANLEY LABORATORIES, INC.,
12 FOLLOWING AN F REORGANIZATION), A
13 CALIFORNIA LIMITED LIABILITY COMPANY,
14 BY AND THROUGH ITS INDEMNITOR
15 MANLEYLABS VENTURES II LLC

16
17 By:  _____
18 EVEANNA MANLEY

19 Title: Member

20 Dated: _____ PLAINTIFF'S COUNSEL

21 By: _____
22 The Blue Law Group Inc.
23 Michael Blue, Esq.
24 Attorneys for Plaintiff Amber Ruiz

25 Dated: _____ DEFENDANT'S COUNSEL

26 By: _____
27 PAYNE & FEARS, LLP
28 Jeffrey K. Brown, Esq.
Attorneys for Defendant

4914-0764-9625.1

1 Agreement shall be accepted as an original. All executed counterparts and each of them will be
2 deemed to be one and the same instrument if counsel for the Parties will exchange between
3 themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove
4 the existence and contents of this Agreement.

5 Dated: _____ PLAINTIFF

6
7 By: _____
8 Amber Ruiz

9 Dated: _____ DEFENDANT MANLEY LABORATORIES LLC
10 (FORMERLY MANLEY LABORATORIES, INC.,
11 FOLLOWING AN F REORGANIZATION), A
12 CALIFORNIA LIMITED LIABILITY COMPANY,
13 BY AND THROUGH ITS INDEMNITOR
14 MANLEYLABS VENTURES II LLC

15 By:  _____
16 EVEANNA MANLEY

17 Title: _____ Member

18 Dated: _____ PLAINTIFF'S COUNSEL

19 By: _____
20 The Blue Law Group Inc.
21 Michael Blue, Esq.
22 Attorneys for Plaintiff Amber Ruiz

23 Dated: 8/19/25 DEFENDANT'S COUNSEL

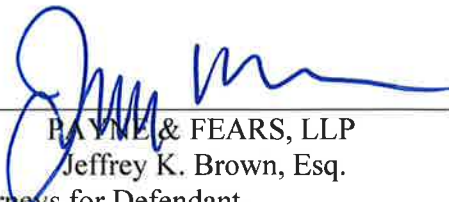
24 By:  _____
25 PAYNE & FEARS, LLP
26 Jeffrey K. Brown, Esq.
27 Attorneys for Defendant

EXHIBIT B

Intentionally Omitted

EXHIBIT C

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~~MODEL~~ PAGA SETTLEMENT AGREEMENT

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

AMBER RUIZ, an individual,

Plaintiff,

v.

MANLEY LABORATORIES, INC., a
California Corporation; and DOES 1-100,
inclusive,

Defendants.

Case No. CIVDS2018793

PAGA SETTLEMENT AGREEMENT

Action Filed: September 2, 2020
Trial Date: TBD

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This PAGA Settlement Agreement ("Agreement") is made by and between ~~plaintiff~~
~~("Plaintiff") and defendant XYZ ("XYZ").~~ Plaintiff Amber Ruiz ("Plaintiff" or
"Ruiz") and Manley Laboratories LLC (formerly Manley Laboratories, Inc., following an F
reorganization), a California limited liability company, by and through its indemnitor Manley Labs
Ventures II LLC ("Defendant" or "Manley"). The Agreement refers to ~~Plaintiff~~ Ruiz and ~~XYZ~~ Manley
collectively as the "Parties," or individually as "Party."

4. DEFINITIONS.

1.1.1. “Action” means the ~~Plaintiff’s~~ PAGA lawsuit alleging wage and hour violations against XYZ captioned ~~_____~~ matter of Amber Ruiz v. Manley Laboratories, Inc., et al., initiated on _____ September 2, 2020, and pending in the Superior Court of the State of California, County of Los Angeles, San Bernadino (Case No. CIVDS2018793).

1.2. “~~Administrator~~ Aggrieved Individuals” means ~~_____, 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 ~~“all persons, including but not to exceed” bid submitted to the Court in connection with approval of this Settlement.~~

1.4.2. “~~Aggrieved Employee~~” means ~~[e.g., a person limited to Plaintiff, employed by XYZ in California and classified Defendant as a _____ who worked for XYZ non-exempt employees in the State of California during the PAGA Period].~~

1.5.3. “Aggrieved ~~Employee~~ Individual Data” means Aggrieved ~~Employee~~ Individual identifying information in ~~XYZ’s~~ Defendant’s possession including the Aggrieved ~~Employee’s~~ Individual’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.

1.6.4. “Aggrieved ~~Employee~~ Individual Address Search” means ~~the Administrator’s~~ Defendant’s investigation and search for current Aggrieved ~~Employee~~ Individual 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~~ Defendant with Aggrieved ~~Employees~~ Individuals.

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5. “Approval Order” means the proposed Court Order Granting Approval of PAGA Settlement.

~~1.7.6.~~ “Court” means the Superior Court of California, County of ~~Los Angeles~~ San Bernadino.

7. “Defendant” or “Manley” means Defendant Manley Laboratories, Inc.

~~1.8.8.~~ “Defense Counsel” means ~~—~~ Jeffrey K. Brown of Payne & Fears LLP.

~~1.9.9.~~ “Effective Date” means the date ~~by when both of the following have occurred: (a) upon~~ which the Court enters a Judgment on its Order Approving the PAGA Settlement ~~and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) the day the Court enters Judgment.~~

~~1.10.~~ “Gross Settlement Amount” means \$ ~~—~~ one hundred and twenty-five thousand dollars (\$125,000), which is the total amount ~~XYZ~~ Manley agrees to pay under the Settlement ~~except as provided in Paragraph 9 below. The~~

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10. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the Representative Release Payment, the LWDA PAGA Payment, PAGA Counsel Fees Payment, and PAGA Counsel Litigation Expenses Payment, and the Administrator's Expenses Payment.

11. "Individual PAGA Payment" means the each Aggrieved Employee's Individual's pro rata share of 25% of the PAGA Penalties calculated according to the by: (a) dividing the amount of the Aggrieved Individual's 25% share of the PAGA Penalties by the total number of PAGA Period Pay Periods the Aggrieved Employee worked by all Aggrieved Individuals during the PAGA Period; and (b) multiplying the result by each Aggrieved Individual's PAGA Period Pay Periods.

12. "Judgment" means the judgment entered by the Court based upon the Final Approval.

13. "LWDA" means the California Labor and Workforce Development Agency; the agency entitled, under Labor Code section 2699, subd. (i).

14. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. subdivision (i).

15. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Representative Release Payment. The remainder is to be paid to Aggrieved Employees Individuals as Individual PAGA Payments.

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~~1.16.~~ 16. "PAGA Counsel" means ~~the attorneys representing~~ The Blue Law Group Inc., counsel of record for the Plaintiff in the Action.

17. "PAGA Counsel Fees Payment" ~~and means the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees.~~

~~1.17.~~ 18. "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.~~ 19. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee Individual worked for ~~XYZ~~ Manley, for at least one day during the PAGA Period.

~~1.19.~~ 20. "PAGA Period" means the period from ~~to~~ June 8, 2019, until the date of the Approval Order.

~~1.20.~~ 21. "PAGA" means the Private Attorneys General Act (Labor Code ~~§§~~ sections 2698, *et seq.*).

~~1.21.~~ 22. "PAGA Notice" means Plaintiff's ~~June 8, 2020, letter to XYZ~~ Manley and the LWDA, ~~[and Plaintiff's letter to XYZ and the LWDA]~~ providing notice pursuant to Labor Code section 2699.3, subd.(a).

~~1.22.~~ 23. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, ~~or \$12,500.00, representing 10% of the Gross Settlement Amount,~~ allocated 25% to the Aggrieved ~~Employees~~ Individuals (\$3,125.00) and 75% to LWDA (\$9,325.00) in settlement of the PAGA claims.

~~(\$) and the 75% to LWDA (\$) in settlement of PAGA claims.~~

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~~1.23.~~24. "Plaintiff" or "Representative" means ~~Plaintiff Amber Ruiz~~, the named plaintiff in the Action.

~~1.24.~~ "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.

~~1.25.~~25. "Released PAGA Claims" means the claims being released by the Plaintiff and PAGA Counsel and as described in ~~Paragraph 5~~ Paragraphs 42-45 below.

~~1.26.~~26. "Released Parties" means: ~~XYZ~~ Manley Laboratories LLC (formerly Manley Laboratories, Inc., following an F reorganization), Manley Laboratories, Inc., ManleyLabs Ventures II LLC, and each of ~~its~~ their former and present direct and/or indirect owners, dba's, affiliates, subsidiaries, brother and sister corporations, divisions, related companies, successors and predecessors, and current and former employees, directors, officers, shareholders, owners, ~~[members]~~, trustees, fiduciaries, beneficiaries, subrogees, executors, partners, privies, agents, servants, attorneys, insurers, representatives, administrators, employee benefit plans, predecessors, successors, investors, and assigns ~~[subsidiaries] [affiliates]~~.

27. "Representative Release Payment" means the payment made to Plaintiff in consideration for her service and assistance in prosecuting the PAGA claims, her dismissal with prejudice of all individual claims alleged in the Action, and agreement and execution of a General Release in favor of the Released Parties. The amount of the Representative Release Payment agreed to by the Parties pursuant to this Agreement is \$71,000.00.

~~1.27.~~28. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

~~1.28.~~ XYZ" means named Defendant

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29. “Settlement Administrator” means Defendant, after appointment by the Superior Court to administer the Settlement. Defendant agrees to be bound by this Agreement and to verify to Defendant’s counsel that Defendant has performed all duties specified in this Agreement.

2. RECITALS.

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2.1. On _____, Plaintiff commenced this Action by filing a Complaint alleging causes of action against XYZ for _____.
[The Complaint is the operative complaint in the Action (the “Operative Complaint.”)]
[On _____, Plaintiff filed a [e.g., First Amended Complaint] alleging causes of action against XYZ for _____.
The [e.g., First Amended] Complaint is the operative complaint in the Action (the “Operative Complaint.”)]. XYZ denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged.

2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to XYZ and the LWDA by sending the PAGA Notice.

2.3. On _____ (type in additional dates);
30. the Parties participated in an all-day mediation presided over by Plaintiff was engaged by Defendant Manley Laboratories, Inc. from September 2016 until April 2020 as a Bookkeeper, Human Resources Manager, and Payroll Manager. Manley Laboratories, Inc. underwent an F reorganization and became Manley Laboratories LLC, a California limited liability company. Manley Laboratories LLC was subsequently sold by ManleyLabs Ventures II LLC to a third party. Under the Membership Interest Purchase Agreement dated July 10, 2025, ManleyLabs Ventures LLC agreed to indemnify Manley Laboratories LLC for the claims asserted by Plaintiff in this action. Accordingly, the Parties acknowledge and agree that the Gross Settlement Amount shall be funded on behalf of Manley Laboratories LLC by ManleyLabs Ventures II LLC, as indemnitor.

31. On June 8, 2020, Plaintiff submitted the PAGA Notice (attached hereto as Exhibit A) to the LWDA through the online submission portal. Plaintiff served Defendant with the PAGA Notice via certified mail.

32. On September 2, 2020, Plaintiff filed the original complaint in this Action (the

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“Operative Complaint”) (attached hereto as Exhibit B), alleging the following claims on an individual basis: (1) Failure to Pay Wages Pursuant to Labor Code sections 204 and 210 (requiring wages to be paid twice per month); (2) Failure to Pay Overtime Wages; (3) Failure to Provide Meal Periods; (4) Failure to Provide Rest Periods; (5) Failure to Provide Accurate Itemized Wage Statements; (6) Failure to Pay All Wages Due Upon Separation of Employment; and (7) Unfair Competition. The Operative Complaint also included a cause of action for civil penalties pursuant to the PAGA.

33. Defendant answered the Operative Complaint on October 23, 2020.

~~34.~~ The Parties agreed to directly negotiate a Settlement through counsel rather than pursue litigation, which led to this Agreement to settle the Action.

~~(describe alternative means of negotiation)~~

~~2.4.~~ Prior to ~~mediation~~ negotiating the Settlement, Plaintiff obtained, through

~~35.~~ from Defendant via formal and informal discovery, Plaintiff’s personnel records, including her wage statements, information on Plaintiff’s meal breaks, information on the purported size of the PAGA class, and Defendant’s policies and procedures, which Plaintiff’s counsel reviewed and analyzed.

~~2.5-36.~~ 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.

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3. MONETARY TERMS OF SETTLEMENT

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~~3.1.37. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, XYZ~~
~~promises to pay \$_____ and no more as the~~ The Gross Settlement Amount. ~~XYZ has no obligation to~~
~~pay~~ shall be funded on behalf of Defendant by ManleyLabs Ventures II LLC, pursuant to the indemnity
provisions in the Membership Interest Purchase Agreement dated July 10, 2025. The Gross Settlement
Amount ~~prior to the deadline stated in Paragraph 6.1 of this Agreement.iii~~ The Administrator will
~~disburse the entire~~ be One Hundred and Twenty-Five Thousand Dollars (\$125,000) and no more, upon
approval of the proposed settlement. The Gross Settlement Amount shall be disbursed without asking
or requiring Aggrieved ~~Employees~~ Individuals to submit any claim as a condition of payment. None of
the Gross Settlement Amount will revert to ~~XYZ~~ Defendant.

~~3.2.38. Payments from the Gross Settlement Amount. The Administrator will make and~~
~~deduct the~~ The following payments shall be made from the Gross Settlement Amount, ~~in the amounts~~
~~specified by the Court in the Final Approval.~~

~~3.2.1.(a) To PAGA Counsel: A PAGA Counsel Fees Payment of not more than~~
~~% which is currently estimated to be \$_____ and up to \$40,000.00 (32 percent of the Gross Settlement~~
~~Amount), with a PAGA Counsel Litigation Expenses Payment of not more than \$_____.~~
~~XYZ~~ \$1,500.00. Defendant will not oppose PAGA Counsel's 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 a~~ motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses
Payment, ~~with the motion for approval of the settlement.~~ If the Court approves a PAGA Counsel
Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested,
~~the Administrator~~ Defendant will allocate the remainder to the Net Settlement Amount. Released
Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any

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claim to any portion of any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator Defendant will pay the PAGA Counsel Fees Payment and PAGA Counsel Litigation 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 XYZ Defendant harmless, and indemnifies XYZ Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

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~~3.2.2. To the Administrator: An Administrator Expenses Payment not to exceed \$ _____ 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 \$ _____, the Administrator will retain the remainder in the Net Settlement Amount.~~

(b) To Plaintiff Amber Ruiz: The Representative Release Payment of \$71,000.00, payable in twenty-four equal monthly installments over the twenty-four months following the Effective Date, with the first payment due by the end of the month in which the Effective Date occurs.

~~3.2.3. To the LWDA and Aggrieved Employees/Individuals: PAGA Penalties in the total amount of \$ _____ to be paid from the Gross Settlement Amount, \$12,500.00 with 75% (\$amount 9,325.00) allocated to the LWDA PAGA Payment and 25% (\$ _____ 3,125.00) allocated to the Individual PAGA Payments.~~

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~~3.2.3.1. The Administrator Defendant will calculate each report the Individual PAGA Payment by (a) dividing the amount of the Payments on IRS 1099 Forms. Aggrieved Employees' 25% share of PAGA Penalties (\$ _____) by the total number of PAGA Period Pay Periods worked~~

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~~3.2.3.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.~~

39. Notwithstanding anything to the contrary, Manley Laboratories LLC remains liable to Plaintiff for the Gross Settlement Amount and the payments thereof, and the indemnity language set forth herein does not negate this liability.

40. Notwithstanding the existence of the Indemnitor ManleyLabs Ventures II LLC herein, Plaintiff retains enforcement rights against Manley Laboratories LLC and the Indemnitor in accordance with the terms and conditions hereunder, including, without limitation, the Gross Settlement Amount and the payments thereof as contemplated hereby.

4. SETTLEMENT FUNDING AND PAYMENTS.

~~4.1.41. Aggrieved Employee Individual Pay Periods.~~ Based on a review of its records to date, XYZ Defendant estimates there are ~~sixty-seven (67)~~ Aggrieved Employees Individuals who worked a total ~~_____~~ of [insert] PAGA Pay Periods.

~~4.2. Aggrieved Employee Data.~~ Within [e.g., 15] days, XYZ will simultaneously 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. XYZ has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved

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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 XYZ 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. XYZ shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than [14] days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within [e.g., 14] days after XYZ funds the Gross Settlement Amount, the Administrator will mail checks for all Payments of Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Settlement Payments.

4.4.1.42. The Administrator Within ten (10) days of the Effective Date, Defendant will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees Individuals 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 Defendant will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Defendant must update the recipients' mailing addresses using the National Change of Address Database.

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~~Administrator must update the recipients' mailing addresses using the National Change of Address Database.~~

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~~4.4.2. The Administrator~~Defendant must conduct an Aggrieved ~~Employee~~Individual Address Search for all Aggrieved ~~Employees~~Individuals whose checks are ~~returned~~returned undelivered without USPS forwarding address. Within ~~seven (7)~~ days of receiving a returned check ~~the Administrator~~Defendant must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved ~~Employee~~Individual Address Search. ~~The Administrator~~Defendant need not take further steps to deliver checks to Aggrieved ~~Employees~~Individuals whose re-mailed checks are returned as undelivered. ~~The Administrator~~Defendant shall promptly send a replacement check to any Aggrieved ~~Employee~~Individual whose original check was lost or misplaced, requested by the Aggrieved ~~Employee~~Individual prior to the void date.

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~~4.4.3. For any Aggrieved~~ ~~Employee~~Individual whose Individual PAGA Payment check is uncashed and cancelled after the void date, ~~the Administrator~~Defendant shall transmit the funds represented by such checks ~~to~~ the California Controller's Unclaimed Property Fund in the name of the Aggrieved ~~Employee~~Individual.

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~~4.4.4. The payment of Individual PAGA Payments shall not obligate XYZ~~Defendant to confer any additional benefits or make any additional payments to the Aggrieved ~~Employees~~Individuals (such as ~~401(k)~~ contributions or bonuses) beyond those specified in this Agreement. Each Aggrieved Individual assumes full responsibility and liability for any taxes owed on their Individual PAGA Payment. Defendant makes no representation as to the tax treatment or legal effect of the Individual PAGA Payments called for hereunder, and Plaintiff, Plaintiff's counsel, and the Aggrieved Individuals are not relying on any statement, representation, or calculation by Defendant as advice regarding any taxes or taxability, if any, associated with the Individual PAGA

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Payments, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circulate 230 (31 CFR Part 10, as amended) or otherwise.

~~RELEASES~~RELEASE OF CLAIMS:

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~~5.43.~~ Release Date: Effective on the date when ~~XYZ~~Defendant fully funds the entire Gross Settlement Amount, Plaintiff and ~~PAGA Counsel~~the Aggrieved Individuals will release claims against all Released Parties as follows:

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~~5.44.~~ Plaintiff's Release. Plaintiff and ~~his or~~ her respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences ~~that occurred during prior to the PAGA Period;~~approval of this Settlement, including, but not limited to: ~~(a)~~ all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice ~~("Plaintiff's Release").~~ Plaintiff's including but not limited to claims for alleged failure to pay overtime wages, failure to provide meal and rest breaks, failure to pay meal and rest break premiums, failure to provide accurate itemized wage statements, and failure to pay all wages due upon separation of employment; this release shall include all claims under PAGA by the LWDA, in Plaintiff's representative capacity based on the PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, ~~workers'~~workers' compensation benefits that arose at any time, or based on occurrences ~~outside the PAGA Period that cannot be released according to law.~~ Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that ~~Plaintiff's~~Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or ~~Plaintiff's~~Plaintiff's discovery of them.

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5.1.1.45. ~~Plaintiff's~~ Plaintiff's Waiver of Rights Under ~~California~~ Civil Code

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

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

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~~5.2 Release by Aggrieved Employees:~~

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46. Individuals: All Aggrieved ~~Employees~~ Individuals 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~~ and the PAGA Notice, which are attached hereto as Exhibits B and A, respectively, including but not limited to claims for civil penalties recoverable under Labor Code sections 204, 210, 226(a), 226.3, 226.7, 256, 512, and 558.

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~~5.3 Release by PAGA Counsel:~~

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47. PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors, and assigns the Released Parties from all claims for the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

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~~6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.~~

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6.4.48. 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; defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel;~~ (iii) ~~a signed declaration from~~ PAGA Counsel firm 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. (1s)(1))~~; this Agreement ~~(Labor Code section 2699, subd. (1s)(2))~~; ~~(iv)~~; (iii) a redlined version of the ~~parties~~^{Parties} Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and ~~(v)~~^{iv} all facts relevant to any actual or potential conflict of interest with Aggrieved ~~Employees and/or the Administrator.~~ Individuals. In their Declarations, Plaintiff and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

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~~6.2.49. Responsibilities of PAGA 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. ~~PAGA Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.~~

~~6.3.50. 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 Given the small number of Aggrieved Individuals, the Parties have jointly selected~~
~~_____ elected to serve as the Administrator and verified~~
~~that, as a condition of appointment, _____ agrees to be bound~~
~~by this Agreement and to perform, as a fiduciary, all duties specified in this~~
~~Agreement in exchange for payment of Administration Expenses. The Parties and~~
~~their Counsel represent that they have no interest or relationship, financial or~~
~~otherwise, with the Administrator other than a professional relationship arising out~~
~~of prior experiences administering settlements.~~

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~~7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.~~

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~~7.3.1. Qualified Defendant administer the 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 Sum.~~

~~7.4 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]~~
Based on its records, XYZ estimates that, as of the date of this Settlement Agreement, (1) there are _____ Aggrieved Employees who worked _____ Pay Periods during the PAGA Period.^{iv}

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~~9.52.~~ The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, the Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

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~~53.~~ ~~9.4~~ **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, their respective counsel, 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'~~ 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.

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ADDITIONAL PROVISIONS

~~10.1~~ ~~54.~~ **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 ~~XYZ~~ Defendant that any of the allegations in the Operative Complaint have merit or that ~~XYZ~~ Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that ~~XYZ's~~ 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, ~~XYZ~~ Defendant reserves all available defenses to the claims in the Action; and Plaintiff reserves the right to contest ~~XYZ's~~ Defendant's defenses. The Settlement, this Agreement, and Parties'

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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).

55. No Press Releases/Public Comment. Unless they first obtain Defendant's express written consent, PAGA Counsel and Plaintiff shall not (a) discuss, reveal, disclose, publicize, or promote the terms of the Settlement, or the negotiations leading to the Settlement, to any third party (including but not limited to the media, the legal community, or the public at large), or (b) issue any press releases or initiate any contact with the media regarding the Settlement, or otherwise advertise or publicize the Settlement. Nothing in this Agreement is intended to prevent Plaintiff or PAGA Counsel from disclosing or discussing the terms of the Settlement (i) with the Court, (ii) with any Aggrieved Individual, (iii) with the LWDA in conformity with PAGA, or (iv) as otherwise required by law. Moreover, nothing herein will restrict PAGA Counsel from including publicly available information regarding the Settlement in future judicial submissions regarding PAGA Counsel's qualifications and experience.

~~10.2~~56. 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~~57. Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and XYZ 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,

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58. modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

~~10.5~~59. **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~~60. **No Tax Advice.** Neither Plaintiff, PAGA Counsel, ~~XYZ~~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~~61. **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~~62. **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~~63. **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~~State of California, without regard to conflict of law principles.

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~~10.10~~64. **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~~65. **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~~66. **Use and Return of Aggrieved ~~Employee~~Individual Data.** Information provided to PAGA Counsel pursuant to ~~Cal. Evid. Evidence~~ Code ~~§section~~ 1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by ~~XYZ~~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~~Defendant discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved ~~Employee~~Individual Data received from ~~XYZ~~Defendant, unless, prior to the ~~Administrator's payment~~paying out of all Settlement Funds, Defendant makes a written request to PAGA Counsel for the return, rather than the destruction, of Aggrieved Individual Data.

~~Settlement Funds, XYZ makes a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.~~

~~10.1367.~~ **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.

~~10.1468.~~ **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.

~~10.1569.~~ **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 third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:
Michael Blue, Esq.
The Blue Law Group Inc.
8599 Haven Ave., Suite Ste 201
Rancho Cucamonga, CA 91730
Michael.blue@bluelawgroup.com

To Defendant:
Jeffrey K. Brown, Esq.
Payne & Fears LLP
4 Park Plaza, Ste 1100
Irvine, CA 92614
jkb@paynefears.com

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.

~~To Plaintiff:~~

~~To XYZ:~~

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70. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

~~10.1671.~~ **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.

Dated: PLAINTIFF

By: Amber Ruiz

Dated: MANLEY LABORATORIES, LLC

By: EVEANNA MANLEY

Title:

Dated: PLAINTIFF'S COUNSEL

By: The Blue Law Group Inc.
Michael Blue, Esq.
Attorneys for Plaintiff Amber Ruiz

Dated: DEFENDANT'S COUNSEL

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By: _____
PAYNE & FEARS, LLP
Jeffrey K. Brown, Esq.
Attorneys for Defendant Manley Laboratories, Inc.

[4914-0764-9625.1](#)

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.

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_____ For Plaintiff _____ For XYZ

_____ Counsel For Plaintiff _____ Counsel For XYZ

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ⁱThis Form PAGA Settlement Agreement has been approved by the Court, the complex litigation judges and a 2022 Ad Hoc Wage and Hour Committee co-chaired by Judge David Cunningham and Judge Amy Hogue and comprised of 16 attorneys who regularly represent plaintiffs and defendants in wage and hour cases. It was drafted for settlements of single plaintiff PAGA claims against a single employer (XYZ). The parties will need to revise this form if there are multiple Plaintiffs or multiple Defendants. For settlements of wage and hour class actions that include PAGA claims, please use the Form Class Action and PAGA Settlement Agreement and Class Notice.

ⁱⁱ~~See endnote ii above. THE COURT ASKS ALL COUNSEL USING THIS MODEL AGREEMENT TO ATTACH A REDLINED VERSION TO THEIR MOTIONS OR APPLICATIONS FOR APPROVAL SO THAT THE COURT CAN EASILY SEE EXACTLY HOW THE PARTIES HAVE MODIFIED THIS MODEL AGREEMENT.~~

ⁱⁱⁱThe Parties are free to negotiate a payment plan structure, if appropriate, and payment deadlines may fall earlier as necessary thereto.

^{iv}Insert negotiated terms, if any, addressing the possibility that XYZ's estimates of the number of Aggrieved Employees or Pay Periods turn out to be understated such as an ADR clause imposing a duty to engage in good faith negotiations or mediation or an "escalator" clause memorializing XYZ's promise to increase the Gross Settlement Amount in an agreed upon proportion to the percentage by which the calculated number of Aggrieved Employees or Pay Periods exceeds XYZ's estimates.

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PROOF OF SERVICE

**Amber Ruiz v. Manley Laboratories, Inc.
San Bernardino Superior Court
Case No. CIVDS2018793**

STATE OF CALIFORNIA, COUNTY OF ORANGE

At the time of service, I was over 18 years of age and not a party to this action. I am employed in the County of Orange, State of California. My business address is 4 Park Plaza, Suite 1100, Irvine, CA 92614.

On November 25, 2025, I served true copies of the following document(s) described as **DECLARATION OF JEFFREY K. BROWN IN SUPPORT OF UNOPPOSED MOTION FOR APPROVAL OF PAGA SETTLEMENT** on the interested parties in this action as follows:

Michael Kol Blue, Esq.
The Blue Law Group
10737 Laurel Street, Suite 210
Rancho Cucamonga, CA 91730
Email: intake@bluelawgroup.com
michael.blue@bluelawgroup.com
norma.garner@bluelawgroup.com
ashlev.vasquez@bluelawgroup.com

Attorneys for Plaintiff Amber Ruiz

BY E-MAIL OR ELECTRONIC TRANSMISSION: I caused a copy of the document(s) to be sent from e-mail address pfruth@paynefears.com to the persons at the e-mail addresses listed in the Service List.

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

Executed on November 25, 2025, at Irvine, California.

/s/ Paige J. Fruth
Paige J. Fruth