

SETTLEMENT AND RELEASE

This Settlement and Release is made and entered into by and between Plaintiff DIANA MIRANDA ("Plaintiff"), individually and in her capacity as representative of the State of California on behalf of other Aggrieved Employees, on the one hand, and Defendant KITTRICH CORPORATION, ("KITTRICH" or "Defendant") on the other hand.

This Settlement and Release agreement shall be binding on Plaintiff and the Aggrieved Employees (as defined below) whom Plaintiff purports to represent and on Defendant and its present and former parent companies, subsidiaries, divisions, private employment organizations, related or affiliated companies, shareholders, officers, directors, employees, agents, attorneys, insurers, successors and assigns, and any individual or entity which could be jointly liable with Defendant, and their respective counsel, subject to the terms and conditions hereof and the approval of the Court.

REPRESENTATIONS AND DEFINITIONS

1. "Aggrieved Employees" or singularly "Aggrieved Employee" shall mean and refer to: all current and former non-exempt employees employed by Kittrich in California at any time during the PAGA Period.
2. "Counsel for Defendant" shall refer to Rachel Albert, Esq. and Jennifer Lutz, Esq. of Pettit Kohn Ingrassia Lutz & Dolin PC.
3. "Court" refers to the Los Angeles County Superior Court.
4. "Covered Claims" shall mean any and all claims for penalties, attorneys' fees, interest and/or costs under the California Private Attorneys General Act of 2004 ("PAGA") for any violations alleged in the Lawsuit, or that could have been alleged in the Lawsuit, that are based on the alleged meal and rest break, minimum wage, overtime compensation, wage statement, unreimbursed business expenses and final pay violations, and any resulting claim for penalties under PAGA alleged to have been violated in the Lawsuit during the PAGA Period. Covered Claims include, but are not limited to, alleged violations by Defendant of the California Labor Code sections 201- 204, 210, 226, 226.3,

226.7, 256, 510, 512, 558, 1194, 1197, 1198, 2698 and 2699, et seq. and the related Industrial Welfare Commission Wage Order provisions for the PAGA Period.

5. “PAGA Period” shall mean and refer to the period from August 27, 2019 through January 10, 2022.

6. “Defendant” shall mean and refer to KITTRICH CORPORATION.

7. “Eligible Pay Periods” shall mean and refer to the total number of pay periods that each Aggrieved Employee worked as a non-exempt employee during the PAGA Period.

8. “Effective Date” will be the date the Court has signed and entered the Approval Stipulation and Order Thereon or the Final Judgment (as defined below), whichever is sooner.

9. “Lawsuit” refers to the civil action filed in the Superior Court of the State of California for the County of Los Angeles, entitled *DIANA MIRANDA v. KITTRICH CORPORATION*, Case No. 20STCV25005.

10. “LWDA” refers to the California Labor and Workforce Development Agency.

11. “PAGA” refers to the Labor Code Private Attorneys General Act of 2004, codified at Labor Code § 2699, *et seq.*

12. “PAGA Counsel” shall refer to KOKOZIAN LAW FIRM, APC.

13. “Plaintiff” refers to Named Plaintiff DIANA MIRANDA.

14. “Parties” shall collectively refer to Plaintiff and Defendant.

15. “Settlement” or “Settlement Agreement” shall mean the terms and conditions as set forth in this Settlement and Release agreement.

16. “Settlement Administrator” shall mean and refer to Simpluris.

NATURE OF ACTION

17. On June 30, 2020, Plaintiff MIRANDA filed her wage and hour Class Action Complaint against Kittrich bearing Case No. 20STCV25005. The initial complaint

alleged 1. Failure to Pay Overtime Wages; 2. Failure to Pay minimum Wages; 3. Failure to Pay Overtime wages at the Legal Overtime Rate; 4. Failure to Provide All Meal Periods; 5. Failure to Authorize and Permit All Paid Rest Periods; 6. Failure to Timely Furnish Accurate Itemized Wage Statements; 7. Violations of Labor Code Section 203; and 8. Unfair Business practices.

18. Although the Lawsuit was initially filed as a class action under California Code of Civil Procedure § 382, on December 15, 2020 a second amended complaint was filed asserting claims on a representative action basis only. The class action was dismissed due to Plaintiffs having executed an arbitration agreement limiting their ability to participate in class action litigation governing their employment allegations. The operative complaint seeks recovery of civil penalties under PAGA for the underlying violations of the labor code: 1. Failure to Pay Overtime Wages; 2. Failure to Pay minimum Wages; 3. Failure to Pay Overtime wages at the Legal Overtime Rate; 4. Failure to Provide All Meal Periods; 5. Failure to Authorize and Permit All Paid Rest Periods; 6. Failure to Timely Furnish Accurate Itemized Wage Statements; and 7. Violations of Labor Code Section 203.

19. After the matter was at issue, the Parties began to engage in fact discovery and exchange pertinent information to understand the nature of the allegations and the scope of potential liability. This included the production of time and pay data for the Aggrieved Employees and information regarding the number of Aggrieved Employees and the number of pay periods.

20. The Parties engaged in arms-length settlement discussions. Through the exchange of information and attendant discussions between the Parties, Plaintiff learned that the number of Aggrieved Employees is no more than 559 (including Plaintiff).

21. Thereafter, the Parties attended mediation with Steve Rottman, Esq. on January 10, 2022 and a settlement was reached.

22. PAGA Counsel considered the following facts and arguments in determining that the Settlement was fair and reasonable: Plaintiff believed that Defendant

may persuasively argue that the Court should exercise its discretion under PAGA to significantly reduce any penalties ultimately awarded under PAGA. Pursuant to Labor Code § 226.3, the Labor Commissioner has the discretion to “decide not to penalize an employer for a first violation when that violation was due to a clerical error or inadvertent mistake.” And in accordance with PAGA, the court in a PAGA action has the same discretion “to assess a civil penalty” that the Labor Commissioner would have, as well as complete discretion to “award a lesser amount than the maximum civil penalty amount specified [by PAGA] if, based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory.” (Labor Code § 2699(e)(1) and (e)(2)). In light of all these arguments and the potential risks on the merits and manageability of the PAGA claims, PAGA Counsel determined that the Settlement was fair and reasonable.

23. This Settlement relates solely to the PAGA claims on behalf of all Aggrieved Employees whom Plaintiff purports to represent in the Lawsuit.

24. Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in Plaintiff’s PAGA notices and operative complaint(s), denies liability for the Covered Claims, and further denies that this action is appropriate for representative treatment for any purpose other than settling this Lawsuit. Defendant contends, among other things, that it has complied at all times with the California Labor Code, the related California Wage Orders and the California Business & Professions Code, all other state and federal wage laws, and further contends that all of its respective employees were and are paid properly, provided accurate wage statements, and provided meal and rest periods, and that the Lawsuit is without merit. Defendant has denied and continues to deny each and every material factual allegation and alleged claim asserted against it in the Lawsuit.

25. Neither the existence of this Settlement nor anything contained in this Settlement shall be construed or deemed as an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant. Nothing herein shall constitute an

admission by Defendant that the Lawsuit was properly brought as a class or representative action other than for settlement purposes. Settlement of the Lawsuit, the negotiation and execution of this Settlement, and all acts performed or documents executed pursuant to or in furtherance of this Settlement or the settlement of the Lawsuit: (a) are not, shall not be deemed to be, and may not be used as, an admission or evidence of any wrongdoing or liability on the part of either Defendant or of the truth of any of the factual allegations in the operative Complaint in the Lawsuit; (b) are not, shall not be deemed to be, and may not be used as, an admission or evidence of any fault or omissions on the part of Defendant in any civil, criminal, or administrative proceeding in any court, administrative agency or other tribunal; (c) are not, shall not be deemed to be, and may not be used as, an admission or evidence of the appropriateness of these or similar claims for representative treatment, class certification or administration other than for purposes of administering this Settlement; and (d) shall not constitute or be deemed a waiver of Defendant's right to compel arbitration of any dispute with Aggrieved Employees that is not the subject of the releases in the Settlement.

26. The Parties recognize that the issues presented in the Lawsuit are likely only to be resolved with extensive and costly pretrial and trial proceedings, and that further litigation will cause inconvenience, distraction, disruption, delay and expense disproportionate to the potential benefits of litigation. The Parties have taken into account the risk and uncertainty of the outcome inherent in any litigation.

27. Plaintiff and PAGA Counsel have diligently pursued an investigation of the Aggrieved Employees' claims against Defendant.

28. Based on their own independent investigations and evaluations, the Parties and their respective counsel are of the opinion that the settlement for the consideration and on the terms set forth in this Settlement is fair, reasonable, adequate, and is in the best interests of Plaintiff, the Aggrieved Employees, and Defendant in light of all known facts and circumstances and the risks inherent in litigation, including the potential appellate

issues. Further, PAGA Counsel believes that the settlement amount entered into is in the best interests of the Aggrieved Employees and that the settlement for each Aggrieved Employee is fair, reasonable, and adequate given the inherent risk of litigation.

29. The purpose of this Settlement is to settle and compromise the Lawsuit, all Covered Claims by Plaintiff and the Aggrieved Employees that Plaintiff and the Aggrieved Employees have against Defendant and the Releasees (as defined below).

TERMS OF SETTLEMENT

30. In consideration of the mutual covenants, promises and representations set forth in this Settlement, Plaintiff, individually and in her capacity as representative of the State of California on behalf of the Aggrieved Employees,, and Defendant agree to settle and compromise the Lawsuit and the Covered Claims.

The Amount of Settlement

31. As consideration for the settlement described herein and the release contained in this Settlement, Defendant agrees to pay a total settlement of \$250,000.00 ("Gross Settlement Amount"). The Gross Settlement Amount will include:

- a) \$5,000.00 litigation enhancement to Plaintiff and
- b) Settlement Administrator costs of \$6,000.00; and
- c) PAGA Counsel will request Court approval of a 33⅓% fee in the amount of \$83,333.33 and cost reimbursement of up to \$12,500; and
- d) The Net Settlement Amount, which is the Gross Settlement Amount less Plaintiffs' enhancement award, the Settlement Administrator costs, and PAGA Counsel's attorneys' fees and costs; and
- e) The Net Settlement Amount, allocated as "PAGA Penalties," will be split between the LWDA and the Aggrieved Employees as required by Labor Code § 2699(i) with \$107,375 (75%) going to the LWDA and \$35,791.67 (25%) going to the Aggrieved Employees.

32. Except as provided in paragraph below herein, under no Circumstances will

the total amount of the Gross Settlement Amount exceed \$250,000.

Allocation and Calculation of the PAGA Penalties.

33. Each Aggrieved Employee shall receive a portion of the Net Settlement Amount on a pro-rata basis. The actual amount paid will be calculated through a two-step process. First, the \$35,791.67 allocated as "PAGA Penalties" will be divided by the total number of Eligible Pay Periods during the Settlement Period (the "Pay Period Amount") and then the Pay Period Amount will be multiplied by the number of Eligible Pay Periods worked by the individual Aggrieved Employee as determined by the Settlement Administrator. The resulting number is the "Individual PAGA Payment" which shall be paid to the Aggrieved Employee in the form of a payment check ("Individual Settlement Check").

PAGA Counsel's Fees and Costs.

34. As part of the request for approval of this Settlement, PAGA Counsel will request court approval of 33 ⅓ % of the Gross Settlement Amount, which is \$83,333.33 and cost reimbursement of already-incurred costs of up to \$12,500.00. Any attorneys' fees and costs awarded to PAGA Counsel, hereinafter referred to as "PAGA Counsel Fees & Costs," shall fully compensate and reimburse PAGA Counsel for any and all of the work already performed in connection with the Lawsuit and all work remaining to be performed in fully and finally resolving the Lawsuit.

35. Should PAGA Counsel request a lesser amount for attorneys' fees and costs and/or the court approve a lesser amount, the difference shall be divided among the participating Aggrieved Employees pursuant to the allocation described in paragraph 33.

36. Payment of PAGA Counsel Fees & Costs will be reflected in a Form 1099 to PAGA Counsel who shall assume full responsibility and liability for the payment of taxes due on such payments.

Settlement Administration Costs

37. As part of the request for approval of this Settlement, PAGA Counsel will

request court approval of up to \$6,000.00 for Settlement Administration Costs by a reputable third-party settlement administrator.

38. Should PAGA Counsel request a lesser amount for Settlement Administration Costs and/or the court approve a lesser amount, the difference shall be divided among the participating Aggrieved Employees pursuant to the allocation described in paragraph 33.

Tax Treatment of Individual Settlement Checks to Aggrieved Employees.

39. The Parties agree that Individual Settlement Checks sent to Aggrieved Employees will be characterized 100% as penalties and Form 1099s will be issued. Nothing in this Settlement is intended to constitute legal advice regarding federal, state and/or local tax obligations. Plaintiff acknowledges that she has obtained no tax advice from Defendant and that neither Defendant nor Counsel for Defendant has made any representation concerning the tax consequences, if any, of the Settlement Amount in this Agreement. To the extent that this Settlement or any of its attachments is interpreted to contain or constitute advice regarding any U.S. or Federal tax issue, such advice is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding penalties under the Internal Revenue Code. Defendant is not responsible for any employee tax obligations regarding the allocation of the Gross Settlement Amount. The Individual PAGA Payments are not wages or compensation under the terms of any Retirement Plan(s) or other Benefit(s).

40. The Gross Settlement Amount and any Individual Settlement Check paid to Plaintiff and the Aggrieved Employees pursuant to this Settlement are not intended to count as earnings by Plaintiff or the Aggrieved Employees.

RELEASE

Release By All Aggrieved Employees.

41. Upon the final approval by the Court of this Settlement, each Aggrieved Employee (including Plaintiff), shall, for the Settlement Period, fully release and forever

discharge Defendant and their respective present and former officers, directors, employees, shareholders, agents, trustees, representatives, attorneys, private employment organizations, insurers, parent companies, subsidiaries, divisions, affiliates, predecessors, successors, assigns, including and any individual or entity that could be jointly liable with Defendant (the foregoing are collectively referred to hereafter as the "Releasees") from the Covered Claims as defined above.

Release by Plaintiff.

42. In addition, Plaintiff expressly waives the rights provided under California Civil Code Section 1542, which states that:

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 DEBTOR OR RELEASED PARTY.

43. Plaintiff understands the significance and consequences of a California Civil Code Section 1542 waiver, and understand that they hereby waive all claims, known or unknown, suspected or unsuspected against Defendant. Plaintiff alone shall assume full responsibility for any damages or losses caused by this waiver.

44. Nothing contained in this Agreement shall be deemed a release or waiver by Plaintiff of claims Plaintiff may have against any Releasees for: (a) unemployment, disability and paid family leave insurance benefits pursuant to the terms of applicable California law; (b) workers' compensation insurance injury or pay benefits pursuant to Division 4 of the California Labor Code, under the terms of any worker's compensation insurance policy or fund of the Plaintiff; and (c) any claims that, under applicable federal, state or local law, are not waivable.

DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL

45. The Parties recognize in accordance with Labor Code § 2699(l)(2) that

Court approval is required in the event of any settlement of a PAGA action [“The superior court shall review and approve any settlement of any civil action filed pursuant to this part.”]. However, as explained in *Arias v. Superior Court* (2009) 46 Cal.4th 969, the Parties are not obligated to follow the class action procedural rules in PAGA cases and therefore need not obtain approval of the PAGA settlement through a motion for preliminary or final approval. Instead, in order to comply with the requirements of Labor Code § 2699, promptly upon execution of this Settlement, PAGA Counsel shall submit a motion to the Court identifying the key terms of the Settlement and requesting that the Court approve the PAGA Penalties provided for in this Settlement Agreement (“Approval Motion”). PAGA Counsel shall concurrently apply to the Court for the entry of an order approving the PAGA Penalties provided for in this Settlement.

46. At the same time PAGA Counsel submitted the Approval Motion and proposed order thereon, Plaintiff shall submit a Proposed Final Judgment in accord with the terms of this settlement agreement

47. If the Court should fail to approve the Settlement as agreed upon by the Parties, the Parties shall coordinate efforts to address the Court’s questions or concerns and resubmit the Approval Motion if required by the Court. If, after the Parties make a second attempt to obtain approval of the terms of the Settlement, unless the Parties specifically agree to continue with their coordinated efforts to obtain Court approval, (a) the Court fails to approve this Settlement in the form agreed to by the Parties (except for the amount of attorneys’ fees or costs requested), or (b) the Court’s approval of this Settlement is reversed, modified, or declared or rendered void, then (i) this Settlement shall be considered null and void; (ii) neither this Settlement nor any of the related negotiations or proceedings shall be of any force or effect; and (iii) all Parties to this Settlement shall stand in the same position, without prejudice, as if the Settlement had been neither entered into nor filed with the Court. Invalidity of any material portion of this Settlement, except for the amount of attorneys’ fees and costs, shall invalidate this Settlement in its entirety unless

the Parties shall subsequently agree in writing that the remaining provisions shall remain in full force and effect.

**DUTIES AFTER COURT APPROVAL AND ADMINISTRATION OF THE
SETTLEMENT**

48. Within thirty (30) calendar days after the Effective Date, Defendant will compile and send a list of all Aggrieved Employees to the Settlement Administrator containing: (1) name; (2) last known home address and telephone number; (3) number of pay periods as an Aggrieved Employee during the Settlement Period; and (4) social security number ("Group List"). The format and transmittal of the list shall be in excel format and determined by the requirements of the Settlement Administrator.

49. Defendant shall transmit half of the entire Gross Settlement Amount due under this Agreement to the Settlement Administrator (\$125,000) within six months of February 9, 2022 or within sixty (60) days after the court approves the settlement, whichever occurs first. Defendant shall transmit the second half of the entire Gross Settlement Amount (\$125,000) six months after the first installment payment is due. The Settlement Administrator shall release the PAGA Counsel Fees & Costs to PAGA Counsel upon receipt of the first half of the Gross Settlement Amount.

50. Within three (3) days of receipt of the Group List, the Settlement Administrator shall send an email to the Parties confirming receipt of the Group List and indicating the number of Aggrieved Employees and the number of Eligible Pay Periods included in the data.

51. Within thirty (30) calendar days after the Effective Date, the Settlement Administrator shall run all the addresses provided in the Group List through the United States Postal Service NCOA database (which provides updated addresses for any individual who has moved in the previous four years who has notified the U.S. Postal Service of a forwarding address) to obtain current address information.

52. Within forty-five (45) calendar days after the receiving the second half of

the entire Gross Settlement Amount, the Settlement Administrator shall mail via U.S. First Class mail each Individual Settlement Check to the last known address with directions to the Postmaster to forward the payment checks and return all undeliverable payment checks to the Settlement Administrator. It will be conclusively presumed that an Aggrieved Employee's Individual Settlement Check was received if the payment check has not been returned within thirty (30) days of the original mailing of the payment check. The date of the initial mailing of the payment check, shall be conclusively determined according to the records of the Settlement Administrator.

53. A letter approved by the Parties in advance of Plaintiff's filing the Approval Stipulation explaining this Settlement will be included in the mailing of each Aggrieved Employee's Individual Settlement Check. The letter will notify all Aggrieved Employees of the binding nature of the release and the Parties agree that such shall have the same force and effect as if this Settlement were executed by each Aggrieved Employees. (See Exhibit "A" hereto).

54. Settlement Administrator shall ensure that 75% of each participating Aggrieved Employee's Individual PAGA Payment is paid to the LWDA.

55. Settlement checks shall remain valid and negotiable for one hundred (180) calendar days from the date of their issuance. Funds represented by checks returned as undeliverable, and funds represented by checks remaining un-cashed for more than 180 days after the issuance will be forwarded to the State of California Controller's Office in the names of the Aggrieved Employees to whom the checks were issued.

BEST EFFORTS

56. The Parties agree to use their best efforts to carry out the terms of this settlement.

PARTIES' AUTHORITY

57. The signatories hereto hereby represent that they are fully authorized to enter into this Settlement and bind the Parties hereto to the terms and conditions hereof.

MUTUAL FULL COOPERATION

58. The Parties agree to fully cooperate with each other to accomplish the terms of this Settlement, including but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement the terms of this Settlement. The Parties to this Settlement shall use their best efforts, including all efforts contemplated by this Settlement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Settlement and the terms set forth herein. As soon as practicable after execution of this Settlement, PAGA Counsel shall, with the assistance and cooperation of Defendant and its counsel, take all necessary steps to secure the approval of this Settlement from the Court.

NO PRIOR ASSIGNMENTS

59. The Parties hereto represent, covenant, and warrant that they have not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein released and discharged except as set forth herein.

NO ADMISSION

60. Nothing contained herein nor is the consummation of this Settlement to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant or any of the Releasees. Each of the Parties hereto has entered into this Settlement with the intention to avoid further disputes and litigation with the attendant inconvenience and expenses.

NON-EVIDENTIARY USE

61. Whether or not the Effective Date occurs, neither this Agreement nor any of its terms nor the Settlement itself shall be: (a) construed as, offered, or admitted in

evidence as, received as, or deemed to be evidence for any purpose adverse to Defendant or any other of the Released Parties, including but not limited to, evidence of a presumption, concession, indication, or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage, or (b) disclosed, referred to, or offered in evidence against any of the Released Parties in any further proceeding in the Lawsuit, or any other civil, criminal, or administrative action or proceeding except for the purposes of effectuating the Settlement pursuant to this Agreement or for Defendant to establish that an Aggrieved Employee has resolved any of his/her claims released through this Agreement.

NULLIFICATION

62. If (a) the Court should for any reason fail to approve this Settlement in the form agreed to by the Parties (except for the amount of attorneys' fees or costs), or (b) the Court's approval of this Settlement is reversed, modified, or declared or rendered void, then (i) this Agreement shall be considered null and void; (ii) neither this Agreement nor any of the related negotiations or proceedings shall be of any force or effect; and (iii) all Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement had been neither entered into nor filed with the Court. Invalidation of any material portion of this Agreement, except for the amount of attorneys' fees and costs, shall invalidate this Agreement in its entirety unless the Parties shall subsequently agree in writing that the remaining provisions shall remain in full force and effect. In the event of nullification of the Agreement, it shall not be admissible as evidence in any proceedings between the parties or at trial on the merits.

ESTIMATE OF AGGRIEVED EMPLOYEES

63. It was represented to Plaintiff that there were a maximum of 12,684 Eligible Pay Periods at issue and a maximum of 559 Aggrieved Employees at issue. As detailed above, upon receipt of the Group List, the Settlement Administrator shall confirm to Plaintiff that the data transmitted is consistent with the terms of this Settlement Agreement.

The Gross Settlement Amount will not increase if the motion for approval of settlement is heard within three months of February 9, 2022. In the event that the Court does not hear the motion for approval of the settlement after three months from February 9, 2022, and to the extent that the number of \ aggrieved employees or the number of workweeks reflected in the finalized long-form stipulated joint settlement agreement, increases by more than 10% as verified by the settlement administrator when the data is sent to the settlement administrator in connection with administration of the settlement after the Court grants approval, The Gross Settlement Amount will increase proportionately. For example, if the estimate is low by 12%, the proportionate increase will be 12% of the Gross Settlement amount.

ATTORNEYS' FEES, COSTS AND EXPENSES

64. Except as specifically set forth herein, each party shall bear its/ her own attorneys' fees, costs and expenses, taxable or otherwise, incurred by her/it arising out of the Lawsuit, and shall not seek reimbursement thereof from any other party to this Stipulation.

NO PUBLICITY OR MEDIA AND PRESS COMMUNICATIONS

65. Plaintiff agrees that she will not publicize this litigation or this Settlement in any manner. Plaintiff and PAGA Counsel agree that they will not issue any press releases, initiate any contact with the press, respond to any press inquiry, or have any communication with the press about this case. In addition, the Parties and their counsel agree that they will not engage in any advertising or marketing relating to the settlement of this case in any manner that identifies or that is suggestive of Defendant, including but not limited to any postings on any websites maintained by Plaintiff's Counsel. If contacted by the press or media, Plaintiff may only state that the case has been resolved. Plaintiff will refrain from discussing the terms or the fact of this Settlement with third parties other than: (1) their spouse; and (2) their accountants or lawyers as necessary for tax purposes. If they are asked by any person or entity about the matter, they may only state that the case has

been resolved.

66. The terms of this settlement shall remain confidential until Plaintiff's motion for approval is filed with the Court.

CONSTRUCTION

67. The Parties hereto agree that the terms and conditions of this Settlement are the result of lengthy, intensive arm's-length negotiations between the Parties and that this Agreement constitutes the entire agreement between Plaintiff and Defendant regarding actual or potential claims asserted by Plaintiff against Releasees. Excluding any Arbitration or Confidentiality Agreement executed by Plaintiff with Defendant, both of which will remain in full force and effect, this Agreement supersedes all prior agreements, written or oral, between or among the Parties regarding those claims or potential claims and the resolution of those claims, no other agreement, statement, or promise made by one Party to another as to any matter addressed in this Agreement shall be binding or valid.

CAPTIONS AND INTERPRETATIONS

68. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement or any provision hereof. Each term of this Settlement is contractual and not merely a recital.

MODIFICATION

69. This Settlement may not be changed, altered, or modified, except in writing and signed by the Parties hereto, and approved by the Court. This Settlement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto.

MISCELLANEOUS

70. This Settlement contains the entire agreement between the Parties relating to the Settlement of the Covered Claims and Plaintiff's released claims, and all prior or contemporaneous agreements, understandings, representations, and statements, whether

oral or written and whether by a party or such Party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

71. This Settlement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors and assigns.

72. This Settlement may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Settlement, which shall be binding upon and effective as to all Parties. The counterparts may be transmitted electronically (PDF) or by facsimile.

73. Upon full execution of this Agreement, the Parties agree that based upon Code of Civil Procedure § 583.310 ("the 5 year rule"), the Lawsuit shall be stayed in its entirety except for the submission of documents needed to obtain approval of the PAGA Penalties provided for in this Settlement. Should the Court fail to grant approval of this Settlement, the stay will be lifted five (5) days thereafter and the Parties will be restored to their positions prior to the Settlement and the Settlement shall be null and void.

74. The Parties agree that upon approval by the Court, this Settlement shall be enforceable by the Court, and the Court shall retain exclusive and continuing equity jurisdiction pursuant to California Code of Civil Procedure § 664.6 of this action over all Parties and Aggrieved Employees to interpret and enforce the terms, conditions, and obligations set forth in this Settlement. The Parties agree that if any immaterial provision of this Settlement is determined to be invalid, the invalid portion shall be deemed severed and the remaining Settlement deemed enforceable.

I HAVE READ THE FOREGOING SETTLEMENT AND RELEASE. I ACCEPT AND AGREE TO THE PROVISIONS IT CONTAINS, AND HEREBY EXECUTE IT VOLUNTARILY WITH FULL UNDERSTANDING OF ITS CONSEQUENCES.

3/23/2022

DATED: _____

DATED: 3/24/22

Diana Miranda

DIANA MIRANDA



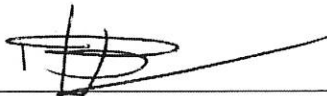
KITTRICH, CORPORATION

By: ROBERT FRIEDMAN, President

APPROVED AS TO FORM:

DATED: 3/23/22

KOKOZIAN LAW FIRM, APC

By:  _____

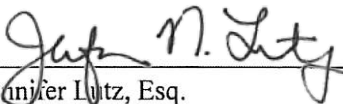
Bruce Kokozyan, Esq.

Alex Dibona, Esq.

For Plaintiffs and the Aggrieved Employees

DATED: 3/28/22

PETTIT KOHN INGRASSIA LUTZ & DOLIN

By:  _____

Jennifer Lutz, Esq.

Rachel Albert, Esq.

For Defendant KITTRICH, CORPORATION

EXHIBIT “A”

[Mailing Date]

NOTICE OF SETTLEMENT

Re: *DIANA MIRANDA, individuals on behalf of the State of California, as a private attorney general, Plaintiffs v. KITTRICH CORPORATION, and Does 1 thru 100, inclusive, Defendants*, Los Angeles County Superior Court, Case Nos. 20STCV25005

[Settlement Administrator's info]

Dear KITTRICH CORPORATION. Employee:

A settlement was reached between Plaintiff DIANA MIRANDA and Defendant KITTRICH CORPORATION., The Court issued an Order approving settlement of the claim Plaintiffs brought against Defendant pursuant to the Private Attorneys General Act of 2004 ("PAGA") for an alleged failure to provide all wages and/or overtime, accurate itemized wage statements, meal and rest breaks, and wages due at the time of resignation in compliance with California law. Defendant denies these allegations and denies any wrongdoing of any kind associated with these allegations.

After accounting for Court approved deductions from the Settlement amount for things such as attorneys' fees and costs, administration of the settlement and a payment to DIANA MIRANDA for their work in bringing the lawsuit, the remainder is \$143,166.67. Of the remainder, the law requires that 75% is allocated to the State of California and 25% is allocated to the eligible employees (described below). Therefore, the State of California will receive \$107,375 (75% of the penalties) and the eligible employees will each receive a pro rata share of the remaining \$35,791.67 (25% of the penalties).

The employees eligible to receive a payment under this Settlement are defined as: all current and former non-exempt employees employed by Kittrich in California at any time during the PAGA Period(hereafter "Aggrieved Employees" or individually "Aggrieved Employee.").

The settlement and enclosed check represents your pro-rata share of the penalties and is based on a formula that took into account the total number of pay periods that you worked as a non-exempt employee in relation to the aggregate number of pay periods attributable to all Aggrieved Employees during the time period from August 27, 2019 through January 10, 2022 [PAGA Period].

By way of this Settlement, you release KITTRICH CORPORATION For the PAGA Period from any Covered Claims which means any and all claims for penalties, attorneys' fees, interest and/or costs under the California Private Attorneys General Act of 2004 ("PAGA") for any violations alleged in the Lawsuit, or that could have been alleged in the Lawsuit, that are based on the alleged meal and rest break, minimum wage, overtime compensation, wage statement, unreimbursed business expenses and final pay violations, and any resulting claim for penalties under PAGA alleged to have been violated in the Lawsuit during the PAGA Period. Covered Claims include, but are not limited to, alleged violations by Defendant of the California Labor Code sections 201- 204, 210, 226, 226.3, 226.7, 256, 510, 512, 558, 1194, 1197, 1198, 2698 and 2699, et seq. and the related Industrial Welfare Commission Wage Order provisions for the PAGA Period. The PAGA Period means from August 27, 2019 through January 10, 2022. You have not released KITTRICH CORPORATION. from anything other than the Covered Claims for the PAGA Period.

Your check is valid for 180 days from the date of issuance. Funds attributable to any uncashed checks for more than 180 days after issuance will be forwarded to the State of California Controller's Office in the names of the Aggrieved Employees to whom the checks were issued.

If you have any questions concerning this Settlement, please contact the XX. at XXXX.
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