

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Frederick Williams and Defendants BDS Marketing, LLC; BDS National Retail Solutions, LLC; Apollo Retail Specialists, LLC; BDS Connected Solutions, LLC; and BDS Solutions Group, LLC (collectively “Defendants”). The Agreement refers to Plaintiff and Defendants collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

1.1. “Action” mean the respective Plaintiff’s lawsuits as follows:

- a. *Williams v. BDS Marketing, LLC, et al.* pending in the Superior Court of California in the County of Orange, Case No. 30-2020-01175950-CU-OE-CJC (“Orange County PAGA Action”).
- b. *Williams v. BDS Marketing, LLC, et al.* pending in the American Arbitration Association Case No 01-22-0003-7549 (“Individual Arbitration”).
- c. Plaintiff’s forthcoming PAGA action to be filed in the Superior Court of California in the County of Los Angeles (“Los Angeles PAGA Action”).

1.2. “Administrator” means Simpluris, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.

1.4. “Aggrieved Employee” means a person currently or formerly employed by Defendants in California as a non-exempt or hourly employee who worked during the PAGA Period.

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

1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.

1.7. “Court” means the Superior Court of California, County of Los Angeles.

1.8. “Defense Counsel” means Mark D. Kemple and Bryan Patton of Greenberg Traurig, LLP.

1.9. “Effective Date” means the later of: the entry of dismissal with prejudice of the Orange County PAGA Action and (A) the sixty-fifth (65) day after the Court enters a Judgment on its Order Approving the PAGA Settlement, provided no appeal has been initiated and no motion to vacate has been filed; or (B) if such an appeal or motion to vacate is timely initiated, then the later of (i) the sixty-fifth (65) day after the Court enters a Judgment on its Order Approving the PAGA Settlement, provided no appeal has been initiated and no motion to vacate has been filed, or (ii) five (5) business days after final resolution of that appeal or motion (including any requests for rehearing or appeals, including petitions for certiorari), resulting in final judicial approval of the Settlement.

1.10. “Gross Settlement Amount” means \$990,000.00 (Nine Hundred Ninety Thousand Dollars) which is the total amount Defendants agree to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Representative Service Payments, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator’s Expenses Payment.

1.11. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.

1.12. “Judgment” means the judgment entered by the Court based upon the Approval Order.

1.13. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

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

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

1.16. “Operative Complaint” refers to the consolidated Complaint to be filed by PAGA Counsel in the Los Angeles PAGA Action which contains all theories of PAGA liability in the Orange County PAGA Action, and all theories of liability in the PAGA notice, amended PAGA notice and second amended PAGA notice (attached hereto as Exhibit A), and the Individual PAGA claims brought in the Individual Arbitration (attached hereto as Exhibit B).

1.17. “PAGA Counsel” means Haig Kazandjian and Cathy Gonzalez of Haig B. Kazandjian Lawyer, APC.

1.18. “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

1.19. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for any Defendant for at least one day in California during the PAGA Period.

1.20. “PAGA Period” means the period from September 23, 2019 to the date that the Court issues the Approval Order.

1.21. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.22. “PAGA Notices” means Plaintiff’s respective letters to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a).

1.23. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to LWDA in settlement of PAGA claims.

1.24 “PAGA Representative Service Payment” is the amount to be paid to Plaintiff for his service as PAGA Representative.

1.25. “Plaintiff” means Frederick Williams the named Plaintiff in the Action.

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

1.27. “Released PAGA Claims” means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 6 below.

1.28. “Released Parties” means: Defendants and any of its past, present and future direct or indirect parents, subsidiaries, predecessors, successors, assigns, and affiliates, joint venturers, as well as its past, present and future owners, officers, directors, employees, associates, partners, shareholders, members, agents, attorneys, insurers, reinsurers, and any individual or entity that could be jointly liable with Defendant.

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

1.30. “Defendants” means Defendants BDS Marketing, LLC; BDS National Retail Solutions, LLC; Apollo Retail Specialists, LLC; BDS Connected Solutions, LLC; and BDS Solutions Group, LLC.

2. RECITALS.

2.1.

a. On December 23, 2020, Plaintiff commenced this action by filing a Complaint in Orange County Superior Court alleging a cause of action for civil penalties pursuant to the Private Attorneys General Act of 2004, Labor Code § 2698, *et seq.* against BDS Marketing, LLC and BDS National Retail Solutions, LLC.

b. On August 12, 2022, the court in the Orange County PAGA Action issued an order compelling Plaintiff to arbitrate his individual PAGA claim and staying the balance of the action.

c. As part of this Settlement, and as further discussed in paragraph 3 below, Plaintiff agreed to amend the PAGA notice and file a new Complaint in Los Angeles County Superior Court adding Apollo Retail Specialists, LLC; BDS Connected Solutions, LLC; and BDS Solutions Group, LLC, and adding all claims and theories addressed and negotiated by the parties during their mediation. (the “Operative Complaint”).

d. Defendants deny the allegations in Plaintiff’s Complaint and in the Operative Complaint, deny any failure to comply with the laws identified in Plaintiff’s Complaint and the Operative Complaint and deny any and all liability for the causes of action alleged.

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

2.3. On February 6, 2024, Plaintiff and Defendants participated in an all-day mediation presided over by the Mediator Michael Loeb, Esq., which led to this Agreement to settle the Action.

2.4. Prior to mediating the Settlement, Plaintiff obtained, through informal discovery, PAGA group information for the PAGA period, time and wage records for the Aggrieved Employees, Plaintiff’s personal files, information regarding Defendants’ policies and practices during the PAGA period, and information regarding prior settlements or judgements to aid in preparation of Plaintiff’s evaluation of the claims and formulation of a damages model. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”). Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

2.5. The Parties, PAGA Counsel and Defense Counsel represent that the following other pending matter or actions will be extinguished or affected by the Settlement: (i) *Martinelli v. Apollo Retail Specialists, LLC*, San Joaquin Superior Court Case STK-CV-UOE-2022-3870; (ii) *Holland v. Apollo Retail Specialists, LLC*, San Joaquin Superior Court Case STK-CV-UOE-2023-151; (iii) *Hutchinson v. BDS Connected Solutions, LLC* San Diego Superior Court Case 37-2023-00034897-CU-OE-CTL; and (iv) *Bumpers v. Apollo Retail Specialists, LLC*, Los Angeles Superior Court Case 23STCV19835.

3. FILING OF NEW ACTION IN LOS ANGELES COUNTY SUPERIOR COURT.

3.1. The Parties have stipulated that Plaintiff would give timely written notice to Defendants and the LWDA by sending a Second Amended PAGA Notice. Plaintiff served the Second Amended PAGA notice on April 19, 2024.

3.2. The Parties have stipulated that Plaintiff will file a new complaint in Los Angeles Superior Court, in the form attached hereto as **Exhibit A**.

3.3. The Parties have stipulated that Plaintiff will file a request to dismiss the Orange County PAGA Action with prejudice within 5 days of approval of this Settlement in the Los Angeles PAGA Action.

4. MONETARY TERMS

4.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendants promise to pay \$990,000.00 (Nine Hundred Ninety Thousand Dollars) and no more as the Gross Settlement Amount. Defendants have no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 5.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

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

4.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment as approved by the Court of not more than 35% of the Gross Settlement Amount (or \$346,500.00) and PAGA Counsel Litigation Expenses Payment as approved by the Court of not more than \$20,000.00. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

4.2.2. To Plaintiff: A PAGA Representative Service Payment to Plaintiff as approved by the Court of up to \$5,000.00 in exchange for his service in the Action, subject to the approval of the Court. As part of this settlement, and in consideration for Plaintiff's release, Defendants waive

any ability to recovery Defendants' costs in this action and will not oppose Plaintiff's request for a PAGA Representative Service Payment that does not exceed these amounts. The Administrator will issue an IRS Form 1099 to Plaintiff for the PAGA Representative Service Payment and for the General Release payment. If the Court approves a PAGA Representative Service Payment less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount.

4.2.3. To the Administrator: An Administrator Expenses Payment as approved by the Court not to exceed \$15,393.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$15,393.00, the Administrator will allocate the remainder to the Net Settlement Amount.

4.2.4. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$603,107.00 to be paid from the Gross Settlement Amount, less the PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, PAGA Representative Service Payment, Administration Expenses Payment, with 75% (projected to be \$452,330.25) allocated to the LWDA PAGA Payment and 25% (projected to be \$150,776.75) allocated to the Individual PAGA Payments.

4.3. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (projected to be \$150,776.75) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

5. SETTLEMENT FUNDING AND PAYMENTS.

5.1. Aggrieved Employee Pay Periods. Based on a review of its records, Defendants estimate Aggrieved Employees worked a total of 70,872 Pay Periods from September 23, 2019 through February 6, 2024.

5.2. Aggrieved Employee Data. Within 30 days of the Effective Date, Defendants will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants 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.

5.3. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 21 days after the Effective Date.

5.4. Payments from the Gross Settlement Amount. Within 21 days after Defendants fund the Gross Settlement Amount, the Administrator will calculate the Individual PAGA Payments and mail checks for all Individual PAGA Payments, the PAGA Representative Service Payment, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Fees Payment, and the PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

5.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

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

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

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

6. RELEASES OF CLAIMS. Effective on the date when Defendants fully fund the entire Gross Settlement Amount, Plaintiff, the LWDA, and PAGA Counsel release claims against all Released Parties through the date the Court issues the Approval Order, as follows:

6.1 Plaintiff's Release. In exchange for a PAGA Representative Service Payments and other consideration discussed herein, Plaintiff on behalf of himself and any past, present, and/or future heir, spouse, executor, administrator or agent of his, to the fullest extent permitted by law, hereby release and discharge Defendants and all Released Parties of and from any and all known or unknown liabilities, claims, demands for damages, costs, indemnification, contribution, or any

other thing for which Plaintiff has or may have, known or unknown causes of action, claims, or demands for damages, costs, indemnification, or contribution, whether certain or speculative, which may have come into existence at any time before the time of execution of this Agreement by all Parties to it, or that may be brought in the future in connection with any acts or omissions that have arisen at any time prior to all Parties' execution of this Agreement, including, but not limited to, any and all claims that Plaintiff has actually alleged or could have alleged to date, any and all claims arising out of your work for Defendants and/or employment status, any and all claims for wage and hour violations, claims for indemnification or business expense reimbursement, any and all claims for breach of any express or implied agreement, any claims related to your FMLA or CFRA leave, any claims that Plaintiff was wrongfully terminated or have been discriminated against or retaliated against in any way, or that your privacy has been violated in any way, any and all claims arising under a "whistleblower" statute (including any claims arising under Labor Code §§ 6310, 1102.5), any and all claims for tortious conduct resulting in personal injuries or intentional infliction of emotional distress, any and all claims for violations under the California Business and Professions Code Section 17200, and any and all claims for or related to harassment, discrimination or retaliation on the basis of race, color, national origin, religion, gender, age, sexual orientation, ancestry, medical condition, marital status, pregnancy, physical or mental disability, associational disability, or other protected class, discharge in violation of public policy and/or violation of any state and federal laws, regulations, or constitutions, including without limitation, the *California Fair Employment and Housing Act* ("FEHA"), the *Americans with Disabilities Act*, *Title VII of the Civil Rights Act of 1964*, as amended, Secs. 503 and 504 of the *Rehabilitation Act of 1973*, as amended, *The Fair Labor Standards Act*, as amended, *the National Labor Relations Act*, as amended, *the Labor - Management Relations Act*, as amended, *the Worker Adjustment and Retraining Notification Act of 1988*, as amended, *the Rehabilitation Act of 1973*, as amended, *the Equal Pay Act*, *the Pregnancy Discrimination Act*, *the Employee Retirement Income Security Act of 1974*, as amended, *the Family Medical Leave Act of 1993*, as amended, *the California Family Rights Act*, as amended, and *the California Labor Code*, including divisible individual claims under the Labor Code Private Attorneys General Act of 2004 ("PAGA," codified at Labor Code section 2698, *et seq.*), and *the California Wage Orders*, including but not limited to all claims pending in *Williams v. BDS Marketing, LLC, et al.*, American Arbitration Association Case No 01-22-0003-7549. Plaintiff's release of Defendants and Released Parties is a necessary condition of this settlement.

6.2 Release by Aggrieved Employees. All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notices or ascertained in the course of the Action, including but not limited to penalties for alleged violations of Labor Code Section 96, 98.6, 201, 201.3, 202, 203, 204, 204(b), 205, 205.5, 206, 210, 212, 213, 221, 223, 226, 226(a), 226.3, 226.7, 227.3, 232, 232.5, 245, 246, 246.5, 247, 247.5, 248, 248.1, 248.2, 248.3, 248.5, 248.6, 248.7, 256, 404, 432, 432.3, 432.5, 432.6, 432.7, 432.8, 510, 512(a), 551, 558, 558(a), 558(c), 1102.5, 1174, 1174(d), 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 1527, 2699, 2699.3, 2800, 2802, 2804, 2810.5, 3366, 3457, 6401, 6402, 6403, 6409.6,

6432, 8397.4 and the applicable Wage Orders, California Code of Regulations, and any and all other applicable law..

6.3 Release by PAGA Counsel. PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Fees incurred in connection with the Operative Complaints and the PAGA Period facts stated in the Operative Complaint and the PAGA Notices.

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

7.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, 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. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (iv) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. 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.

7.2 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 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 Approval Order to the Administrator.

7.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

8. SETTLEMENT ADMINISTRATION.

8.1 Selection of Administrator. The Parties have jointly selected Simpluris to serve as the Administrator and verified that, as a condition of appointment, who shall be bound 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.

8.2 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.

8.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.

8.4 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.

9. AGGRIEVED EMPLOYEE SIZE ESTIMATES and ESCALATOR CLAUSE Based on its records, Defendants estimate that there are approximately 5,275 Aggrieved Employees who worked approximately a total of 70,872 Pay Periods from September 23, 2019 through February 6, 2024. In the event the PAGA Period exceeds 70,872 Pay Periods by 10% or more at the time of court approval, the Gross Settlement Amount will be increased on a pro-rata basis for the excess pay periods. Thus, if the number of pay periods exceeds 70,872 by 11% (or 78,668), then 1% would be added to the Gross Settlement Amount or \$9,900.

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

10.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, 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.

11. ADDITIONAL PROVISIONS.

11.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this

Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaints have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

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

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

11.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the 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 mediation 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.

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

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

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

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

11.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

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

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

11.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendants unless, prior to the Administrator's payment of all Settlement Funds, Defendants make a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.

11.13 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

11.14 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

11.15 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

1. Haig B. Kazandjian, Haig B. Kazandjian Lawyers, APC, 801 N. Brand Blvd., Suite 970, Glendale, CA 91203, haig@hbklawyers.com;
2. Cathy Gonzalez, Haig B. Kazandjian Lawyers, APC, 801 N. Brand Blvd., Suite 970, Glendale, CA 91203, cathy@hbklawyers.com;

To Defendant:

1. Mark D. Kemple, Greenberg Traurig LLP, 1840 Century Park East, Suite 1900, Los Angeles, CA 90067-2121, kemplem@gtlaw.com
2. Bryan W. Patton, Greenberg Traurig LLP, 1840 Century Park East, Suite 1900, Los Angeles, CA 90067-2121, pattonbw@gtlaw.com

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

11.17 Stay of Litigation. Parties agree that upon the execution of this Agreement, they will take all reasonable steps to request and obtain a ruling that the Los Angeles PAGA Action, Orange County PAGA Action, and Individual Arbitration be stayed, except to effectuate the terms of this Agreement. The Parties further agree that they will propound no discovery, and notice no depositions, in the Los Angeles PAGA Action, Orange County PAGA Action, and Individual Arbitration, unless and until this Settlement fails to gain Court approval. The Parties further agree that upon approval of this Settlement by the Court, and within 5 courts days thereafter, Plaintiff will dismiss the Individual Arbitration with prejudice.

Dated: 02 / 12 / 2025

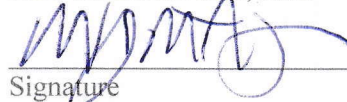
PLAINTIFF FREDERICK WILLIAMS



Frederick Williams

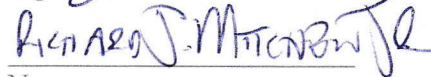
Dated: 2/7/25

BDS MARKETING, LLC



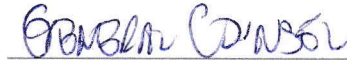
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By:



Name

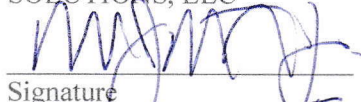
Its:



Title

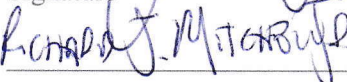
Dated: 2/7/25

BDS NATIONAL RETAIL
SOLUTIONS, LLC



Signature

By:



Name

Dated: 2/7/25

Its: GERARD CONSOR
Title

APOLLO RETAIL SPECIALISTS,
LLC

[Signature]
Signature

By: RICHARD J. MITCHELL
Name

Its: GERARD CONSOR
Title

Dated: 2/7/25

BDS CONNECTED SOLUTIONS,
LLC

[Signature]
Signature

By: RICHARD J. MITCHELL
Name

Its: GERARD CONSOR
Title

Dated: 2/7/25

BDS SOLUTIONS GROUP, LLC

[Signature]
Signature

By: RICHARD J. MITCHELL
Name

Its: GERARD CONSOR
Title

APPROVED AS TO FORM

Dated: 2/11/25

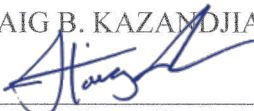
GREENBERG TRAURIG, LLP

/s/ Mark D. Kemple

Mark D. Kemple
Attorneys for Defendants

Dated: 2/11/2025

HAIG B. KAZANDJIAN LAWYERS, APC



Haig B. Kazandjian
Attorneys for Plaintiff