

PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND RELEASE

This Private Attorneys General Act Settlement Agreement and Release (“Settlement” or “Agreement”) is made by and between Cesar Canales Estrada (“Plaintiff”) on behalf of himself, the State of California and for all similarly aggrieved employees (the “PAGA Group Members” as defined in Paragraph 12 below), on the one hand, and Defendants Aware Products, LLC, Total Placement Solutions LLC, and Cortech West Staffing LLC (“Defendants”), on the other hand, subject to the approval of the Court, and subject to the following terms and conditions.

DEFINITIONS

1. “Action” means the civil action titled *Cesar Canales Estrada v. Aware Products, LLC, et al.* filed in the Superior Court of the State of California, County of Los Angeles, Case No. 21STCV00790.

2. “Agreement” or “Settlement” means this Private Attorneys General Act Settlement Agreement and Release.

3. “Defendants” means Defendants Aware Products, LLC, Total Placement Solutions LLC, and Cortech West Staffing LLC.

4. “Defense Counsel” means Leila Nourani of Jackson Lewis P.C., 725 South Figueroa Street, Suite 2500, Los Angeles, California 90017 for Defendant Aware Products, LLC and Shannon Marie Jenkins of Tredway, Lumsdaine & Doyle LLP, 2010 Main Street, Suite 1000, Irvine, California 92614.

5. “Effective Date” means when all of the following events have occurred: (i) this Settlement (and the separate, individual Settlement Agreement) has been executed by all Parties and by counsel for Plaintiff and Defendants; (ii) the Court approves the Settlement and enters a final order and judgment; and (iii) any appeal period expires. If any objection(s) or intervention(s) to the Settlement are filed, which are not later withdrawn, the effective date shall be the later of the following events; (i) when the period for filing any appeal, writ or other appellate proceeding opposing the Settlement has elapsed without any appeal, writ or other appellate proceeding having been filed or (ii) any appeal, writ or other appellate proceeding opposing the Settlement has been dismissed finally and conclusively with no right to pursue further remedies or relief; or any appeal, writ or other appellate proceeding has upheld the Court's final order with no right to pursue further remedies or relief. In this regard, in the event objection(s) or intervention(s) are filed, which are not later withdrawn, it is the intention of the Parties that the Settlement shall not become effective until the Court's order approving the Settlement is completely final, and there is no further recourse by an appellant or objector who seeks to contest the Settlement. If, after a notice of appeal, a petition for review, or a petition for certiorari, or any other motion, petition, writ, application, or appeal, the reviewing court vacates, reverses, or modifies the judgment such that there is a material modification to the Settlement, and that court's decision is not completely reversed and the Judgment is not fully affirmed on review by a higher court, then Plaintiff and Defendants will each have the unilateral

right to void the Settlement, which the Party must do by giving written notice to the other Parties, the reviewing court, and the Superior Court, not later than fourteen (14) days after the reviewing court's decision vacating, reversing, or materially modifying the Judgment becomes final. The Party exercising its right to unilaterally void the Settlement pursuant to this provision agrees to pay any fees owing to the Settlement Administrator for services rendered.

6. "Gross Settlement Amount" means Six Hundred Seventy-Five Thousand Dollars (\$675,000.00) which includes all amounts including the following: Attorneys' Fees and Costs, Settlement Administration Costs, and Net Settlement Amount. In no event shall Defendants be responsible to make any payment beyond the Gross Settlement Amount.

7. "Individual PAGA Payments" means the *pro rata* share of the Net Settlement Amount paid to PAGA Group Members, which includes Plaintiff.

8. "LWDA" means the California Labor and Workforce Development Agency.

9. "LWDA Payment" means the portion of the Net Settlement Amount to be paid to the LWDA under the Settlement Agreement.

10. "Net Settlement Amount" means the Gross Settlement Amount after reduction for the Court awarded Attorneys' Fees and Costs, and Settlement Administration Costs. The Net Settlement Amount will be distributed to the LWDA and PAGA Group Members as described in paragraph 27(d) below.

11. "PAGA" means California's Private Attorneys General Act, Cal. Lab. Code § 2699, et seq.

12. "PAGA Group Members" means current and former hourly non-exempt employees of Defendants employed in California at any time during the PAGA Period.

13. "PAGA Period" means from September 21, 2019 through January 17, 2022.

14. "Parties" means Plaintiff and Defendants collectively.

15. "Plaintiff" means Plaintiff Cesar Canales Estrada.

16. "Plaintiff's Counsel" means Joseph Lavi, Vincent C. Granberry, Melissa A. Huether and Courtney M. Miller of Lavi & Ebrahimian, LLP, 8889 W. Olympic Blvd., Ste. 200, Beverly Hills, California 90211.

17. "PAGA Released Claims" means any and all claims and/or causes of action under the California Private Attorneys General Act alleged in the Action or in the PAGA notice submitted to the LWDA on September 21, 2020 and the amended PAGA notice submitted to the LWDA on November 20, 2020, or which could have been alleged for civil penalties under PAGA based on the facts and claims alleged therein, including, PAGA penalties for violations

under the California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 1194, 1197, 1198, and the applicable IWC Wage Orders.

18. “Released Parties” means Defendants Aware Products, LLC, Voyant Beauty LLC, Voyant Beauty Holdings, Inc., and Voyant Beauty Holdings, LLC and any and all related entities. Total Placement Solutions LLC, and Cortech West Staffing LLC and their former and present parents, subsidiaries and affiliated corporations and their officers, directors, employees, managers, partners, shareholders, agents, insurers, and any other successors, assigns, or legal representatives.

19. “Settlement Administrator” means Simpluris, Inc. who was mutually agreed to by the Parties and will be responsible for administration of the settlement, as described below.

20. “Settlement Administration Costs” means the amount to be paid to the Settlement Administrator from the Gross Settlement Amount.

RECITALS

21. On September 21, 2020, Plaintiff’s counsel sent a letter to the LWDA alleging violations of the Labor Code on behalf of other similarly situated aggrieved employees. The letter to the LWDA alleged, inter alia, that Defendants did not provide to employees second meal periods and third rest periods when required, and alleged violations of Labor Code sections 201, 202, 203, 226, 226.7, 510, 512, 1194, 1197, 1198, and the applicable IWC Wage Order. On November 20, 2020, Plaintiff’s counsel sent an amended letter to the LWDA adding a violation of Labor Code section 204.

22. On September 30, 2020, Plaintiff filed a putative class action entitled *Cesar Canales Estrada v. Aware Products, LLC, et al.*, Superior Court of the State of California, County of Los Angeles, Case No. 20STCV37571 based on the disputes described in Paragraph 21 above. In his operative Complaint, Plaintiff asserted six claims for monetary damages and equitable relief on behalf of a putative class including (1) Failure to Pay Wages for All Hours of Work at the Minimum Wage In Violation Of Labor Code Sections 1194 and 1197; (2) Failure to Pay Wages for All Hours of Work at the Overtime Wage In Violation Of Labor Code Sections 510 and 1194; (3) Failure to Authorize Or Permit Meal Periods In Violation Of Labor Code Sections 512 and 226.7; (4) Failure to Authorize or Permit Rest Periods in Violation of Labor Code Section 226.7; (5) Failure to Provide Complete and Accurate Wage Statements In Violation of Labor Code Section 226; (6) Failure to Timely Pay Final Due at Time of Separation Of Employment In Violation of Labor Code Sections 201, 202, and 203; and (7) Unfair Business Practices, In Violation of Business and Professions Code Section 17200, et seq. On March 30, 2021, pursuant to Plaintiff’s request, the court dismissed Plaintiff’s putative class action.

23. On January 8, 2021, Plaintiff filed the present representative action for civil penalties under the Private Attorneys General Act of 2004, California Labor Code section 2698, et seq. (“PAGA”) in the Los Angeles County Superior Court, Case No. 21STCV00790. Plaintiff’s operative complaint alleges Defendants’ violation the following violations thus giving rise to penalties under PAGA: (1) Failure to Pay Wages for All Hours of Work at the Minimum

Wage In Violation Of Labor Code Sections 1194 and 1197; (2) Failure to Pay Wages for All Hours of Work at the Overtime Wage In Violation Of Labor Code Sections 510 and 1194; (3) Failure to Authorize Or Permit Meal Periods In Violation Of Labor Code Sections 512 and 226.7; (4) Failure to Authorize or Permit Rest Periods in Violation of Labor Code Section 226.7; (5) Failure to Provide Complete and Accurate Wage Statements In Violation of Labor Code Section 226; (6) Failure to Timely Pay Wages During Employment in Violation of Labor Code Section 204; (7) Failure to Timely Pay Final Due at Time of Separation Of Employment In Violation of Labor Code Sections 201, 202, and 203; and (8) Failure to Maintain Temperature Providing Reasonable Comfort in Violation of the Wage Order and Labor Code Section 1198.

24. The Parties understand, acknowledge, and agree that this Agreement constitutes a compromise of Plaintiff's PAGA Claim, and that it is the desire and intention of the Parties to effect a final and complete resolution of the claims that Plaintiff has against Defendants or any persons or companies affiliated with Defendants.

25. The Parties believe and agree that this Agreement provides for a fair, adequate, and reasonable resolution of the PAGA Claim, and have arrived at the settlement in extensive, arms-length negotiations (including a full day mediation session before an experienced wage and hour mediator), taking into account all relevant factors, present and potential.

SETTLEMENT TERMS

26. **Defendants Deny Liability and Wrongdoing.** This Agreement represents a full compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendants that Plaintiff's claims in the Action have merit or that Defendants have any liability to Plaintiff or any of the PAGA Group Members. Defendants deny any liability and wrongdoing of any kind associated with the alleged claims. Defendant contends that it has complied at all times with California and Federal law and that its employees have been paid all wages owed.

27. **Gross Settlement Amount Distribution.** The Gross Settlement Amount of Six Hundred Seventy-Five Thousand Dollars (\$675,000.00) shall be used for payment of the following:

a. **Plaintiff's Attorneys Fees and Costs.** Plaintiff's Counsel will seek for Attorneys' Fees up to Two Hundred Twenty-Five Thousand Dollars (\$225,000), one third of the Gross Settlement Amount, and reasonable costs up to Twenty-Five Thousand Dollars (\$25,000), as supported by a declaration from Plaintiff's Counsel, from the Gross Settlement Amount. Plaintiff's Counsel will be solely and legally responsible to pay all applicable taxes on any payment made pursuant to this paragraph. The Administrator will issue an IRS Form 1099-MISC to Plaintiff's Counsel for the payments made pursuant to this paragraph. This Agreement is not contingent upon the Court awarding Plaintiff's Counsel any particular amount in attorneys' fees and costs. If the Court reduces or does not approve the requested Plaintiff's Counsel's Attorneys' Fees and Costs, the Agreement will remain binding on the Parties and any amount requested by Plaintiff's Counsel for the Plaintiffs, Counsel's Attorneys' Fees and Costs and not

granted by the Court will be added to the Net Settlement Amount and be distributed as provided in this Agreement.

b. **Net Settlement Amount.** The Net Settlement Amount is estimated to be at least \$417,000.00 for the compromise of representative claims brought under PAGA. The Net Settlement Amount shall be distributed as follows: 75% to the LWDA and 25% to the aggrieved employees on a pro rata basis. Accordingly, approximately \$312,750.00 will be paid to the LWDA from the Net Settlement Amount by the Administrator (i.e., LWDA Payment). The remaining \$104,250.00 of the Net Settlement Amount (“PAGA Group Fund”) will be distributed by the Administrator in accordance with the terms of this Agreement to PAGA Group Members.

c. **Individual PAGA Payments.** Individual PAGA Payments will be allocated from the PAGA Group Fund. PAGA Group Members shall be entitled to a share of the PAGA Group Fund on a pro rata basis based on the number of pay periods each PAGA Group Member worked during the PAGA Period (“Pay Periods”) compared to the Pay Periods worked by all PAGA Group Members during the PAGA Period, based on information to be provided by Defendant. The Settlement Administrator shall take a fraction with the numerator the Pay Periods worked by the individual PAGA Group Member and the denominator the total Pay Periods of all PAGA Group Members and multiply it by the PAGA Group Fund to yield each PAGA Group Member’s Individual PAGA Payment. Partial Pay Periods will be rounded down and not counted; however, if a PAGA Group Member worked less than one pay period, such PAGA Group Member will be credited with one Pay Period for purposes of the Agreement. For purposes of this Agreement, the Individual PAGA Payments to PAGA Group Members are in settlement of claims for civil penalties. The Parties agree that 100% of the Individual PAGA Payments shall be allocated to penalties. The Settlement Administrator will be responsible for meeting tax reporting obligations including the issuance of IRS Form 1099 as appropriate.

d. **Settlement Administration Costs.** The Parties have agreed to appoint Simpluris, Inc. as the Settlement Administrator and have allocated Eight Thousand Five Hundred Dollars (\$8,000) for the Settlement Administration Costs. The Settlement Administrator will be tasked with receiving and processing the list of PAGA Group Members; maintaining a qualified settlement account; calculating and issuing Individual PAGA Payments and mailing with the cover letter; issuing the Court-approved Attorneys’ Fees and Costs, LWDA Payment, and Settlement Administration Costs; responding to inquiries from PAGA Group Members; providing information to counsel as necessary; and any other tasks described in this Agreement or that arise during the administration of the settlement. If the Settlement Administration Costs actually incurred are lower than the allocation described here, the unused funds shall be part of the Net Settlement Amount.

28. **Taxability of Payment.** Plaintiff and the PAGA Group Members shall be solely responsible for correctly characterizing this settlement for tax purposes and for paying any taxes on the amounts received. Defendants make no representations as to the taxability of any portions of the settlement payments, and it is understood and agreed that Defendants have made no such representations.

29. **Settlement Awards Do Not Trigger Additional Benefits.** It is expressly understood and agreed that the receipt of a settlement award under this Agreement will not entitle any PAGA Group Member or Plaintiff to additional compensation or benefit under any company bonus or other compensation or benefit plan or agreement in place during the period covered by the Agreement.

RELEASE

30. **Release by PAGA Group Members.** In consideration for the LWDA Payment and the PAGA Group Members' Individual PAGA Payments, as of the Effective Date and upon Defendants' full funding of the Gross Settlement Amount, the PAGA Group Members, release the Released Parties to the full extent permitted by law of and from the Action and from any and all claims and/or causes of action under the California Private Attorneys General Act alleged in the Action or in the PAGA notice submitted to the LWDA on September 21, 2020 and the amended PAGA notice submitted to the LWDA on November 20, 2020, or which could have been alleged for civil penalties under PAGA based on the facts and claims alleged therein, including, PAGA penalties for violations under the California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 1194, 1197, 1198, and the applicable IWC Wage Orders (i.e., PAGA Released Claims). This release also expressly includes all claims for damages, interest, penalties, premiums, fees, costs, restitution, and any recovery or award of any kind based on the Released Claims.

31. **No Right to Opt Out.** The Parties agree that there is no statutory right for any PAGA Group Member to opt out or otherwise exclude himself or herself from the Agreement. Neither the Parties, nor their respective counsel, will directly or indirectly solicit or otherwise encourage any PAGA Group Member to appeal from the Judgment.

32. **Submission of Settlement to LWDA.** Within 5 business days after the execution of the Agreement and its submission to the Court for approval by Motion, Plaintiff's Counsel shall submit the Agreement to the LWDA through its on-line procedures, and shall provide Defense Counsel with a copy of the LWDA's acknowledgment of receipt of the Agreement.

33. **Agreement Conditioned on Court Approval and Individual Release.** This Agreement is subject to and conditioned upon obtaining Court approval under Labor Code Section 2699 and the execution of a global waiver and release by Plaintiff.

a. Plaintiff's Counsel shall prepare a motion for Court approval of the Agreement. Defendants and Defense Counsel shall cooperate in preparing the motion and supply evidence necessary for obtaining Court approval. A draft of the motion shall be provided to Defense Counsel for review and revision prior to filing with the Court. The Court shall maintain jurisdiction over this matter pursuant to California Code of Civil Procedure section 664.6 as necessary to enforce the terms of the Agreement.

b. If the Court does not issue an order approving the Agreement under the specific terms requested, the Parties agree to meet and confer to address the Court's concerns in good faith and determine whether resolution of the claims encompassed by the Agreement can be

obtained in a manner consistent with the Court's concerns.

c. The Parties expressly acknowledge that the Court's approval of this Agreement is a condition precedent to any payments described in this Agreement.

d. If the Court does not grant approval of the Agreement, or if the Court's final approval of the Agreement is reversed or materially modified on appellate review, then the Agreement will become null and void. In such case, Plaintiff on the one hand and Defendants on the other will jointly and equally pay the Settlement Administrator's reasonable fees and expenses incurred as of the date. A modification of amounts payable as Plaintiff's Counsel's Attorneys' Fees and Costs shall not be deemed a material modification of the Agreement.

34. **Submission of Judgment to LWDA.** Within five (5) business days after Court approval of the Agreement and entry of a final order and Judgment, Plaintiff's Counsel shall submit the Judgment to the LWDA through its on-line procedures and shall provide Defense Counsel with a copy of the LWDA's acknowledgment of receipt of the Judgment.

DISBURSMENTS

35. **PAGA Group Member Information.** Within twenty (20) calendar days after the Effective Date, Defendants shall provide to the Settlement Administrator in Excel spreadsheet form the PAGA Group Members' full names, last known mailing addresses, Social Security numbers, start and end dates of employment, and Pay Periods, and any other information necessary for the Settlement Administrator to calculate the Individual PAGA Payments ("PAGA List"). The Parties agree the contact information and social security numbers will be used only by the Administrator for the sole purpose of effectuating the Agreement and will not be provided to Plaintiff's Counsel at any time or in any form. To the extent Plaintiff's Counsel possesses or comes to possess the PAGA Group Members' contact information and/or social security numbers, Plaintiff's Counsel shall immediately return all such information (including copies and data or information derived therefrom), shall not retain copies of such information, and shall not maintain or use such information for any purpose. The spreadsheet shall be based on Defendants' payroll and other business records. The Settlement Administrator will run a check of the PAGA Group Members' addresses against those on file with the U.S. Postal Service, National Change of Address Database and update the PAGA List for any known address changes prior to mailing. That check will be performed only once per PAGA Group Member by the Settlement Administrator.

36. **Payment of Gross Settlement Amount.** Within ninety (90) calendar days after the Court enters an order approving the Settlement and judgment, Defendants will deposit to the Settlement Administrator the Gross Settlement Amount of \$675,000.

37. **Disbursement of Gross Settlement Amount.** Within twenty (20) calendar days of the day Defendants deposit the Gross Settlement Amount, the Settlement Administrator shall distribute the Court-awarded Attorneys' Fees and Costs to PAGA Counsel, the LWDA Payment to the LWDA, the Court-awarded Settlement Administration Costs to itself. The Settlement Administrator will also distribute to each PAGA Group Member a check for their Individual

PAGA Payment.

a. The Settlement Administrator shall send a letter to the PAGA Group Members in substantially the form attached hereto as Exhibit A along with the relevant tax forms and the Individual PAGA Payments. Plaintiff's settlement checks and the forms shall be transmitted to Plaintiff's Counsel.

b. Individual PAGA Payment checks shall remain valid and negotiable for 180 calendar days from the date of their issuance. If an Individual PAGA Payment check is returned to the Settlement Administrator, the Settlement Administrator will make all reasonable efforts, including conducting a skip trace or similar search to locate a more current address, to re-mail it to the PAGA Group Member at his or her correct address. Upon the deadline to cash the Individual PAGA Payment checks, the checks will automatically be cancelled by the Settlement Administrator if not cashed by the PAGA Group Member within that time, at which point the PAGA Group Member's claims will remain released by the Settlement. The checks provided to PAGA Group Members shall prominently state the expiration date or a Statement that the checks will expire in 180 calendar days, or alternatively, such a statement may be made in a letter accompanying the check. Expired Individual PAGA Payment checks will not be reissued, except for good cause and as mutually agreed by the Parties in writing.

c. Upon complete distribution of the Gross Settlement Amount by the Settlement Administrator in accordance with this Agreement, the Settlement Administrator will notify the parties of distribution of the entire Gross Settlement Amount, and within ten (10) business days of such notification provide a declaration regarding the distribution of funds. Plaintiff will seek dismissal of the Action in its entirety with prejudice; however, the Court shall retain jurisdiction pursuant to Civil Code Procedure §664.6.

38. **Undelivered Notice Packages and Uncashed Settlement Payments.** If a PAGA Group Member's settlement letter, Individual PAGA Payment, and tax forms are undeliverable after a skip trace or similar search, or if a PAGA Group Member fails to cash the check for his or her settlement award within 180 days after it is mailed to him or her, the Settlement Administrator will distribute the funds represented by the uncashed checks to the California State Controller Unclaimed Property Division in the name and amount of the individual who did not cash their check. No portion of the Gross Settlement Amount will revert to Defendants for any reason.

MISCELLANEOUS PROVISIONS

39. **No Public Comment.** Plaintiff and Plaintiff's Counsel will not make any public disclosure of the settlement or this Agreement, except through the public filing for Court approval of this Agreement, until after the Court enters an order approving the Settlement and judgment. The Parties will use their best efforts to reach agreement on all Court filings. Plaintiff's Counsel will take all steps necessary to ensure the Plaintiff is aware of, and will ensure that she adheres to the restrictions against public comment on the Settlement.

40. **No Attorneys Advertising.** By signing the below, Plaintiff's Counsel agrees that their law firms will not specifically refer to this case, this settlement, or the names of Released Parties on their website, on any social media platform, in any advertising or promotional material of any kind, or in any other written or electronic communications of any kind or nature, until after the Court enters an order approving the Settlement and judgment.

41. **No Assignment of Claims.** The Parties and their counsel 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 right herein released and discharged except as set forth herein.

42. **Construction.** The Parties agree that the terms and conditions of this Stipulation of Agreement are the result of lengthy, intensive negotiations between the Parties and this Agreement shall not be construed in favor of or against any party by reason of the extent to which any party or his, her or its counsel participated in the drafting of this Agreement.

43. **No Admission.** Nothing contained in this Agreement, nor the consummation of this Agreement, is to be construed or deemed an admission of liability, culpability, negligence or wrongdoing on the part of the Released Parties. Each of the Parties hereto has entered into this Agreement solely with the intention to avoid further disputes and litigation with the attendant Inconvenience and expenses.

44. **Mutual Full Cooperation.** The Parties agree to fully cooperate with each other to accomplish the terms of this Agreement, including, but not limited to, execution of such documents and taking such other action as reasonably may be necessary to implement the terms of this Agreement. The Parties shall use their best efforts, including all efforts contemplated by this Agreement and any other efforts that may become necessary by order of the Court or otherwise, to effectuate this Agreement and the terms set forth herein. As soon as practicable after execution of this Agreement, Plaintiff's Counsel shall, with the assistance and cooperation of Defendants and Defense Counsel, take all necessary steps to secure the Court's approval of this Agreement.

45. **Parties' Authority.** The signatories hereto hereby represent that they are fully authorized to enter into this Agreement and bind the Parties hereto to the terms and conditions thereof.

46. **Amendments.** The terms and provisions of this Agreement may be amended only by a written agreement that is both (a) signed by Plaintiff's Counsel and Defense Counsel who executed this Agreement and (b) approved by the Court. Any waiver of any provision of this Agreement shall not constitute a waiver of any other provision of this Agreement unless expressly so indicated otherwise.

47. **Agreement Binding on Successors.** This Agreement shall be binding upon and inure to the benefit of the Parties and the Released Parties hereto, and their respective heirs, trustees, executors, administrators, successors and assigns.

48. **Integration Clause.** This Agreement regarding settlement of Plaintiff's PAGA claims and Plaintiff's individual Settlement Agreement contain the entire agreement between the Parties relating to the settlement and transaction contemplated hereby, and 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.

49. **Counterparts.** This Agreement may be executed in counterparts and sent by facsimile or via PDF through email. Each counterpart, including facsimile, PDF versions, shall be deemed an original and, when taken together with other signed counterparts, shall constitute one Agreement binding upon and effective as to all Parties.

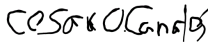
50. **California Law.** All terms of this Agreement will be governed by and interpreted according to the laws of the State of California provided, however, that parole evidence shall not be admissible to alter, vary or supplement the terms of this Agreement.

51. **Invalidity of Any Provision; Severance.** If any provision, term, section, or paragraph of this Agreement shall be found to be invalid, illegal or unenforceable, all remaining provisions, terms, sections, or paragraphs shall continue in full force and effect and remain binding on all parties. If any provision, term, section or paragraph of this Agreement is determined to be unenforceable, such provision, term, section or paragraph shall be modified so that the unenforceable provision, terms, section or paragraph is enforceable to the extent possible while maintaining the objective intent of the Agreement.

52. **Breach.** In the event of a breach of any provision of this Agreement, any Party reserves the right to institute an action specifically to enforce any term of this Agreement or seek damages for breach. In an action to enforce any term of this Agreement or to seek damages for breach of this Agreement, the prevailing Party in that action shall be entitled to recover reasonable attorneys' fees and costs from the non-prevailing Party.

53. **Voluntary Agreement.** The Parties expressly declare and represent that they have read this Agreement and have consulted with counsel, or had the opportunity to consult with counsel, regarding the meaning of the provisions, terms, and conditions contained herein. The Parties further expressly declare and represent that they understand the content and effect of this Agreement, and that they approve and accept the terms and conditions contained herein, and that the Agreement is executed freely and voluntarily.

Dated: agosto 8, 2022

DocuSigned by:

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 Cesar Canales Estrada, Plaintiff

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Dated: 10/6/2022

AWARE PRODUCTS, LLC

By: Marbella Duran

Name: Marbella Duran

Title: VP of Field HR

TOTAL PLACEMENT SOLUTIONS, LLC

Dated: _____

By: Eric Bowman

Name: ERIC BOWMAN

Title: member

CORTECH WEST STAFFING LLC

Dated: _____

By: _____

Name: _____

Title: _____

Dated: 08-09-2022

JACKSON LEWIS P.C.

By: Leila Nourani

Leila Nourani

Attorneys for Defendant

Aware Products, LLC

Dated: 4/13/22

TREDWAY, LUMSDAINE & DOYLE LLP

By: Shannon Marie Jenkins

Shannon Marie Jenkins
Attorneys for Defendants

Total Placement Solutions, LLC and Cortech
West Staffing LLC

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AWARE PRODUCTS, LLC

Dated: _____

By: _____

Name: _____

Title: _____

TOTAL PLACEMENT SOLUTIONS, LLC

Dated: _____

By: _____

Name: _____

Title: _____

CORTECH WEST STAFFING LLC

Dated: April 4, 2022

By:  _____

Name: Michael Greco

Title: General Counsel

Dated: _____

JACKSON LEWIS P.C.

By: _____
Leila Nourani

Attorneys for Defendant
Aware Products, LLC

Dated: _____

TREDWAY, LUMSDAINE & DOYLE LLP

By: _____

Shannon Marie Jenkins
Attorneys for Defendants
Total Placement Solutions, LLC and Cortech
West Staffing LLC

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Dated: August 8, 2022

LAVI & EBRAHIMIAN, LLP

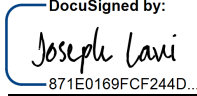
By: 
871E0169FCF244D...
Joseph Lavi
Vincent C. Granberry
Melissa A. Huether
Courtney Miller
Attorneys for Plaintiff
Cesar Canales Estrada and
Others Similarly Situated

Exhibit A

NOTICE OF PAGA RESOLUTION

Cesar Canales Estrada v. Aware Products, LLC, et al.
Superior Court of the State of California for the County of Los Angeles
Case No. 21STCV00790

<<Name>>
<<Address>>
<<City>>, <<State>> <<Zip Code>>
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I. NOTICE OF PAGA SETTLEMENT

The Los Angeles County Superior Court (the “Court”) has approved a settlement in the above-captioned action filed by Cesar Canales Estrada (“Plaintiff”) on behalf of himself and all other allegedly aggrieved employees.

In this lawsuit, Plaintiff is seeking to recover civil penalties on behalf of the California Labor and Workforce Development Agency (“LWDA”) and other aggrieved employees under the California Private Attorneys General Act (“PAGA”). These civil penalties are based on Plaintiff’s allegations that defendants Aware Products, LLC, Total Placement Solutions LLC, and Cortech West Staffing LLC (“Defendants”) violated California state wage and hour laws governing: meal and rest breaks; unpaid wages, including minimum wages, overtime wages, , and all theories for or related to nonpayment of such wages; wage statement violations; separation pay violations, and failing to maintain temperature that provides reasonable comfort.

The Court has **not** made a determination about Plaintiff’s claims. This Notice is not to be understood as an expression of any opinion by the Court as to the merits of Plaintiff’s claims.

Defendant denies Plaintiff’s allegations. Defendant maintains that the Company was in compliance with the California Labor Code at all times and enters into this settlement with no admission of liability and solely for the purposes of compromising and settling the action to avoid the cost and operational burden of continued litigation.

You are receiving this Notice because you are in the group of employees referred to as “PAGA Group Members” for purposes of settlement only, which is defined as: (a) current and former hourly non-exempt employees of Defendants employed in California at any time during the PAGA Period. The “PAGA Period” is defined as the period from September 21, 2019 through January 17, 2022.

II. CALCULATION OF INDIVIDUAL PAGA PAYMENT

Each individual PAGA payment was calculated on a proportional basis based on the number of pay periods worked by that individual during the PAGA Period. Your individual PAGA payment has been calculated at \$[AMOUNT PAID TO THIS EMPLOYEE]. Your payment is enclosed with this Notice. The amount paid to each Aggrieved Employee will be allocated as

follows: one-hundred percent (100%) will be attributed to penalties and will be reported on an IRS Form 1099.

The Parties agree that all Aggrieved Employees who receive payment pursuant to this settlement will be responsible for any and all tax obligations associated with such receipt. **You will be responsible for correctly characterizing this compensation for tax purposes and paying any taxes that may be due on the payment you receive. Neither Counsel for Plaintiff, Counsel for Defendant, nor the Settlement Administrator may legally provide you with advice regarding the tax implications of the receipt of this settlement payment.**

III. RELEASE The Court has approved the Parties' Settlement Agreement ("Settlement"). By operation of the Settlement's terms, in consideration for the LWDA Payment and the PAGA Group Members' Individual PAGA Payments, as of the Effective Date and upon Defendants' full funding of the Gross Settlement Amount, the PAGA Group Members, release the Released Parties ("Released Parties" means Defendants Aware Products, LLC, Voyant Beauty LLC, Voyant Beauty Holdings, Inc., and Voyant Beauty Holdings, LLC and any and all related entities. Total Placement Solutions LLC, and Cortech West Staffing LLC and their former and present parents, subsidiaries and affiliated corporations and their officers, directors, employees, managers, partners, shareholders, agents, insurers, and any other successors, assigns, or legal representatives) to the full extent permitted by law of and from the Action and from any and all claims and/or causes of action under the California Private Attorneys General Act alleged in the Action or in the PAGA notice submitted to the LWDA on September 21, 2020 and the amended PAGA notice submitted to the LWDA on November 20, 2020, or which could have been alleged for civil penalties under PAGA based on the facts and claims alleged therein, including, PAGA penalties for violations under the California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 1194, 1197, 1198, and the applicable IWC Wage Orders (i.e., PAGA Released Claims). This release also expressly includes all claims for damages, interest, penalties, premiums, fees, costs, restitution, and any recovery or award of any kind based on the Released Claims.

Upon entry of the Order approving the Settlement, any Aggrieved Employee covered by the Settlement will be barred from proceeding with any claim released in this Settlement.

IV. SETTLEMENT ADMINISTRATOR

**** PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE ****

You may call the Settlement Administrator at Simpluris, Inc. **[SIMPLURIS INFO]** with any questions.

Settlement checks will be void 180 days after issuance if not deposited or cashed. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement. If you do not cash or otherwise deposit your check, after 180 days, it will be transmitted to the California State Controller's Office in the Unclaimed Property Fund in your name.