

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Kody Walker (“Plaintiff”) and defendant D.P.M.S., Inc. d/b/a Danco Machine (“Defendant” or “D.P.M.S.”). The Agreement refers to Plaintiff and D.P.M.S. collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s PAGA lawsuit alleging wage and hour violations against D.P.M.S. captioned *Kody Walker v. D.P.M.S., Inc.* (Case No. 21CV379148) initiated on April 5, 2021, and pending in the Superior Court of the State of California, County of Santa Clara.
- 1.2. “Administrator” means ILYM Group, Inc., 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 current or former non-exempt employee employed by D.P.M.S. in the State of California at any time during the PAGA Period and defined as “Aggrieved” solely for purposes of this Agreement.
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in D.P.M.S.’s possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.
- 1.7. “Court” means the Superior Court of California, County of Santa Clara.
- 1.8. “Defense Counsel” means Jackson Lewis, P.C., including Shannon B. Nakabayashi, Esq.
- 1.9. “Effective Date” means the date on which the Court enters a Judgment on its Order Approving the PAGA Settlement.
- 1.10. “Gross Settlement Amount” means the amount of One Hundred and Eighty Thousand Dollars (\$180,000) which is the total amount D.P.M.S. agrees to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual PAGA

Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, 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.
- 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 PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is the Net Settlement Amount which represents the total amount to be paid towards the resolution of PAGA Penalties.
- 1.16. "PAGA Counsel" means Matern Law Group, PC, including Matthew J. Matern and Julia Z. Wells, the attorneys representing Plaintiff in the Action.
- 1.17. "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.
- 1.18. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for D.P.M.S. for at least one day during the PAGA Period.
- 1.19. "PAGA Period" means the period from January 31, 2020 to February 7, 2023.
- 1.20. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.21. "PAGA Notice" means Plaintiff's January 28, 2021 letter to D.P.M.S. and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.22. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, which shall be equal to the Net Settlement Amount. The PAGA Penalties shall be allocated as follows: 25% to the Aggrieved Employees and 75% to the LWDA in settlement of PAGA claims.

- 1.23. “Plaintiff” means Plaintiff Kody Walker, the named plaintiff in the Action.
- 1.24. “Approval Order” means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.25. “Released PAGA Claims” means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5 below.
- 1.26. “Released Parties” means: D.P.M.S. and each of its former and present affiliates, parents, and their respective successors and predecessors in interest, subsidiaries, all of their respective officers, directors, employees, administrators, fiduciaries, trustees and agents, and each of their past, present and future officers, directors, shareholders, employees, agents, principals, heirs, representatives, attorneys, accountants, auditors, consultants, insurers and reinsurers.
- 1.27. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.28. “D.P.M.S.” means named Defendant D.P.M.S., Inc. d/b/a Danco Machine.

2. RECITALS.

- 2.1. On April 5, 2021, Plaintiff commenced this Action by filing a Complaint alleging causes of action against D.P.M.S. for a) Failure to provide required meal periods and pay premium pay as required under Labor Code §§ 226.7, 510, 512, 1194, 1997 and IWC Wage Order No. 4-2001, § 11; (b) Failure to provide required rest periods and pay premium pay as required under Labor Code §§ 226.7, 512 and IWC Wage Order No. 4-2001, § 12; (c) Failure to pay overtime wages as required under Labor Code §§ 510, 1194, 1198 and IWC Wage Order No. 4-2001, § 3; (d) Failure to pay minimum wages as required under Labor Code §§ 1194, 1197 and IWC Wage Order No. 4-2001, § 4; (e) Failure to pay compensation due on discharge from employment in violation of Labor Code §§ 201-203; (f) Failure to maintain required records as required under Labor Code § 226 and IWC Wage Order No. 4-2001, § 7; (g) Failure to furnish accurate itemized wage statements in violation of Labor Code §§ 226, 1174 and Wage Order No. 4-2001, § 7; (h) Failure to indemnify employees for necessary expenditures incurred in discharge of duties in violation of Labor Code § 2802; (i) Unfair, unlawful, and/or fraudulent business practices in violation of Business & Professions Code § 17200, et seq. (“UCL”); and (j) a representative cause of action for PAGA penalties under Labor Code §§ 2698, et seq. The April 5, 2021 Complaint is the operative complaint in the Action (the “Operative Complaint.”). D.P.M.S., Inc. denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged therein.
- 2.2. D.P.M.S. denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all

liability for the causes of action alleged.

- 2.3. Pursuant to Labor Code section 2699.3, subd. (a), Plaintiff gave timely written notice to D.P.M.S. and the LWDA by sending the PAGA Notice.
- 2.4. On December 5, 2022, the Parties participated in an all-day mediation presided over by Jeffery A. Ross, Esq., which ultimately led to the issuance of a mediator's proposal. The parties accepted the mediator's proposal, subject to their entering into a more detailed long-form settlement agreement, which ultimately led to this Agreement to settle the Action.
- 2.5. Prior to mediation, Plaintiff, through PAGA Counsel, conducted an investigation through formal discovery into the underlying facts, events, and issues related to the subject matter of this Action. Class Counsel represent that they have further undertaken an analysis of the legal principles applicable to the claims asserted against Defendant, and the potential defenses thereto. Both parties have had an opportunity to evaluate their respective positions on the merits of the claims asserted. 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*").
- 2.6. The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. D.P.M.S. promises to pay \$180,000 and no more as the Gross Settlement Amount. D.P.M.S. has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 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 D.P.M.S.
- 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:
 - 3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 1 / 3 (one-third) of the Gross Settlement Amount, which is currently estimated to be \$60,000, and PAGA Counsel Litigation Expenses Payment of not more than \$16,000. D.P.M.S. will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the

Administrator will allocate the remainder to the 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 D.P.M.S. harmless, and indemnifies D.P.M.S., from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2. To the Administrator: An Administrator Expenses Payment not to exceed \$3,550, 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 \$3,550, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.3. To the LWDA and Aggrieved Employees: The Net Settlement Amount shall represent the total amount allocated as PAGA Penalties under the Settlement. Of the PAGA Penalties, 75% shall be allocated to the LWDA PAGA Payment and 25% shall be allocated to the Individual PAGA Payments.

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

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

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, D.P.M.S. estimates there are 109 Aggrieved Employees who worked a total of 4,739 PAGA Pay Periods.

4.2. Aggrieved Employee Data. Within 15 days, D.P.M.S. 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. D.P.M.S. has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved

Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which D.P.M.S. must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

- 4.3. Funding of Gross Settlement Amount. D.P.M.S. shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 14 days after the Effective Date.
- 4.4. Payments from the Gross Settlement Amount. Within 14 days after D.P.M.S. funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.
 - 4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
 - 4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.
 - 4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.
 - 4.4.4. The payment of Individual PAGA Payments, as well as any other payments made pursuant to this Agreement, shall not be utilized to calculate any additional benefits under any benefit plans to which any Aggrieved Employees may be eligible, including, but not limited to: profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plans. Rather, it is the Parties' intention that this Settlement will not

affect any rights, contributions, or amounts to which any Aggrieved Employees may be entitled under any benefit plans..

- 5. RELEASES OF CLAIMS.** Effective on the date when D.P.M.S. fully funds the entire Gross Settlement Amount, Plaintiff, the Aggrieved Employees and PAGA Counsel will release claims against all Released Parties as follows:

5.1 PAGA Release by Aggrieved Employees:

As of the Effective Date, all Aggrieved Employees (including Plaintiff) 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, rights, demands, liabilities and causes of action for civil penalties under PAGA arising at any time during the PAGA Period or that could have been brought by Plaintiff against Defendant in the Action based on the factual allegations made by Plaintiff, including without limitation, civil penalties arising during the PAGA Period that were alleged in Plaintiff's PAGA Notice ("PAGA Release"). Aggrieved Employees cannot "opt out" and/or refuse to be bound by this PAGA Release.

5.2 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 Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

- 6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.** PAGA Counsel agrees to prepare and file an application or motion for approval of this Settlement.

6.1 Plaintiff's Responsibilities. Plaintiff will prepare 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 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)). In their Declaration, 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.

6.2 Responsibilities of PAGA Counsel. Upon the full execution of this agreement, PAGA Counsel shall obtain a prompt hearing date for the motion for approval of the PAGA Settlement. PAGA Counsel is responsible for delivering the Court's Order Granting Approval of the PAGA Settlement to the Administrator.

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

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2 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.
- 7.3 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.
- 7.4 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. **AGGRIEVED EMPLOYEE SIZE ESTIMATES.** Based on its records, D.P.M.S. estimates that, as of the date of this Settlement Agreement, (1) there are 109 Aggrieved Employees who worked 4,739 Pay Periods during the PAGA Period.

9. **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.

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

10. ADDITIONAL PROVISIONS.

- 10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by D.P.M.S. that any of the allegations in the Operative Complaint have merit or that D.P.M.S. has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that D.P.M.S.'s defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, D.P.M.S. reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest D.P.M.S.'s defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).
- 10.2 Integrated Agreement; No Oral Modifications. 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. This Agreement may be amended or modified only by a written instrument signed by the Parties or their successors-in-interest. The Parties' counsel have authority to sign any amended or modified instrument on behalf of their respective clients, provided the clients have provided their consent to the amendment or modification.
- 10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and D.P.M.S., respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become

necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

- 10.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 10.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, D.P.M.S. nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 10.8 Acknowledgement that the Settlement Is Fair and Reasonable. The Parties believe this Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Settlement after arm's-length negotiations, mediation, and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Agreement.
- 10.9 Agreement Binding on Successors and Assigns. This Agreement will be binding upon, and inure to the benefit of, the successors, heirs or assigns of each of the Parties.
- 10.10 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 10.11 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 10.12 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 10.13 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 D.P.M.S. 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 D.P.M.S. unless, prior to the Administrator's payment of all Settlement Funds, D.P.M.S. makes a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.

- 10.14 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 10.15 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 10.16 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:

Matern Law Group, PC
Matthew J. Matern (mmatern@maternlawgroup.com)
Julia Z. Wells (jwells@maternlawgroup.com)
1230 Rosecrans Ave, Suite 200
Manhattan Beach, CA 90266

To D.P.M.S.:

Shannon B. Nakabayashi (Shannon.Nakabayashi@jacksonlewis.com)
Jackson Lewis P.C.
50 California Street 9th Floor
San Francisco, CA 94111

- 10.17 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 10.18 Waiver. No waiver of any condition or covenant contained in this Agreement or failure to exercise a right or remedy by any of the Parties hereto shall be considered to imply or constitute a further waiver by such party of the same or any other

condition, covenant, right or remedy.

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

10.20 Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Agreement, and further intend that this Agreement shall be fully enforceable and binding on all Parties and agree that it shall be admissible and subject to disclosure in any proceeding to enforce its terms.

Dated: May 24, 2024

Plaintiff

By: Kody Walker
Kody Walker (May 24, 2024 16:19 PDT)
Kody Walker

Dated: 7/17/2024

Defendant D.P.M.S., Inc. d/b/a Danco Machine

By: Tim Rohr
Timothy Rohr, CEO
Its _____

Approved as to form:

Dated: June 3, 2024

MATERN LAW GROUP, PC

By: Launa Adolph
Launa Adolph
Counsel for Plaintiff Kody Walker

Dated: July 24, 2024

JACKSON LEWIS P.C.

By: 
Shannon B. Nakabayashi
Counsel for Defendant D.P.M.S., Inc.