

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Tracee Stuart and Defendants AIO Acquisition Inc. and Brady Corporation (“Defendants”). The Agreement refers to Plaintiff and Defendants collectively as “Parties,” or individually as “Party.”

1. **DEFINITIONS.**

- 1.1. “Action” means the Plaintiff’s PAGA lawsuit alleging wage and hour violations against Defendants captioned *Tracee Stuart v. AIO Acquisition, Inc., et al.* Case No.: CIVSB2209113 initiated on May 3, 2022, and pending in Superior Court of the State of California, County of San Bernardino.
- 1.2. “Administrator” means Simpluris, Inc., the neutral entity the Parties have mutually 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” or “PAGA Aggrieved Employee(s)” or “PAGA Group Member(s)” means all non-exempt hourly employees who worked for Defendants in California during the PAGA Period.
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information for which Defendants will use their best efforts to diligently and in good faith compile from their records, 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 Allegedly Aggrieved Employees.
- 1.7. “Court” means the Superior Court of California, County of San Bernardino.
- 1.8. “Defense Counsel” means Nixon Peabody LLP.
- 1.9. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) the day the Court enters Judgment.

- 1.10. “Gross Settlement Amount” means \$240,000.00 which is the total amount Defendants agrees to pay under the settlement except as provided in Paragraph 8 below. 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. The parties contest that the claims in this Action have merit but will nevertheless agree to this settlement. The Gross Settlement Amount shall be all-in with no reversion to Defendants.
- 1.11. “Individual PAGA Payment” means the Aggrieved Employees pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods the Aggrieved Employees worked during the PAGA Period.
- 1.12. “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 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 75% of the PAGA Net Settlement Amount paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.15. “Net Settlement Amount” or “PAGA Net Settlement Amount” means the allocation payment for civil penalties. The Parties have agreed that the PAGA Net Settlement Amount is subject to Court Approval. Of the PAGA Net Settlement Amount, 75% will be paid to the LWDA and the remaining 25% will be distributed to PAGA Group Members based on dates of employment and the corresponding number of PAGA Pay Periods worked by each PAGA Group Member during the PAGA Period. The PAGA Net Settlement Amount is the Gross Settlement Amount less the amounts of Administration Expenses, Attorney’s Fees, and Attorneys’ Expenses.
- 1.16. “PAGA Counsel” means Joseph Lavi; Lavi & Ebrahimian, LLP, the attorneys representing the Plaintiff(s) 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. Defendants agree not to oppose a reasonable PAGA Counsel Fees Payment request up to 1/3 of the Gross Settlement Amount. Defendants agree not to oppose a reasonable PAGA Counsel Litigation Expenses Payment request up to \$17,000.00.
- 1.18. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant(s) for at least one day during the PAGA Period.
- 1.19. “PAGA Period” means the period from February 26, 2020, through June 11, 2024.
- 1.20. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.21. “PAGA Notice” means Plaintiff’s February 26, 2021 letter to Defendant(s) and the

LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a), and its subsequent March 2, 2021 Amendment.

1.22 “PAGA Penalties” means the Net Settlement Amount.

1.23. “Plaintiff” means Tracee Stuart, the named Plaintiff(s) in the Action.

1.243. "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.

1.265. “Released Parties” means: Defendants and Defendants’ former and present parents, subsidiaries, and affiliated companies and entities, and their current, and former owners, officers, shareholders, directors, members, managers, operators, employees, consultants, partners, affiliates, subsidiaries, shareholders, attorneys, insurers, payroll providers, joint venturers, and agents, and any successors, assigns, or legal representatives, both individually and in their business capacities, and any individual or entity who or that could be jointly liable with Defendant and all persons or entities acting by, through, or under any of them, including but not limited to any and all staffing agencies and professional employment organizations that supplied employees to Defendant, or performed professional employment organization services, as applicable; Doe Defendants; and anyone that can be held legally responsible for the claims alleged in the Operative Complaint.

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

1.27. “Defendants” means the named Defendants AIO Acquisition, Inc., and Brady Corporation.

2. RECITALS.

2.1. On May 3, 2022, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendants for Civil Penalties pursuant to the Private Attorneys General Act of 2004 (“PAGA”), Labor Code section 2698, *et seq.* (the “PAGA Complaint”). The PAGA Complaint is the operative complaint in the Action. Defendants deny the allegations in the PAGA Complaint, deny any failure to comply with the laws identified in the PAGA Complaint and deny any and all liability for the causes of action alleged.

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

2.3. On March 13, 2024, the Parties participated in an all-day mediation presided over by Tagore Subramaniam, Esq. which led to this Agreement to settle the Action.

2.4. Prior to Mediation, Plaintiff obtained, through informal discovery, pertinent documents

and data for the PAGA members so that the parties could fully investigate the claims at issue and understand their strengths and weaknesses.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant Brady Corporation promises to pay \$240,000.00 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 6.2 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 Defendant Brady Corporation.

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 one-third of the Gross Settlement Amount, which is currently estimated to be \$80,000.00 and PAGA Counsel Litigation Expenses Payment of not more than \$17,000.00. Defendants 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 Fees Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expense 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 Defendant(s) harmless and indemnifies Defendant(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 \$2,750.00 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 \$2,750.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.3. To the LWDA and Aggrieved Employees: The PAGA Net Settlement Amount in the amount of \$140,250.00 to be paid from the Gross Settlement Amount, with 75% (\$105,187.50) allocated to the LWDA PAGA Payment and 25% (\$35,062.50) 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 Net Settlement Amount (\$35,062.50) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA 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 a PAGA Net Settlement Amount 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, Defendant(s) estimate there are 186 Aggrieved Employees who worked a total 7,825 of PAGA Pay Periods.
- 4.2. Aggrieved Employee Data. Within twenty-three (23) days of the Effective Date, Defendants will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant(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 Defendant(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. Defendant Brady Corporation shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than thirty (30) days after the Effective Date.
- 4.4. Payments from the Gross Settlement Amount. Within fifteen (15) days of Defendant Brady Corporation funding 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 one hundred eighty

(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 seven (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 shall not obligate Defendant(s) 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.
- 5. RELEASES OF CLAIMS.** Upon entry of final judgement and effective on entry of final judgment Plaintiff and Aggrieved Employees will release the following claims ("Released PAGA Claims") against all Released Parties as follows:
- 5.1 Plaintiff's and Aggrieved Employees' Release. Any and all claims for civil penalties under PAGA based on violations of Labor Code sections 2802, and all other applicable labor code sections which were alleged in the PAGA Notice and subsequently pled in the PAGA Complaint and/or any Amended Complaint Plaintiff will file pursuant to this Settlement, as well as all facts, theories, or claims for civil penalties that would be considered administratively exhausted under applicable law by the PAGA Notice ("Released PAGA Claims"). The Parties agree that the judgement, and Released PAGA Claims provided herein, shall have *res judicata* effect.
 - 5.2 Aggrieved Employees may not opt out of the Settlement, provided it receives Court approval. The portion of the PAGA Net Settlement Amount paid to each PAGA Aggrieved Employee will be considered one hundred percent (100%) penalties and will release all claims against Defendants as described above and throughout this Agreement. PAGA Aggrieved Employees agree to hold harmless Defendants, PAGA Counsel, and Defense Counsel for any tax liability, including penalties and interest, arising out of or

relating to the PAGA Aggrieved Employees' failure to pay taxes on any amounts paid pursuant to this Agreement.

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

- 6.1 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)); (iv) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (v) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator.
- 6.2 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 Simpluris, Inc. to serve as the Administrator and verified that, as a condition of appointment, Simpluris, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in the Agreement in exchange for payment of Administration Expenses Payment. 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 to 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 and ESCALATOR CLAUSE**

Based on its records, Defendants estimate that, as of the date of the mediation, (1) there were 186 Aggrieved Employees who worked 7,825 Pay Periods during the PAGA Period. In the event the actual total number of Pay Periods exceeds 7,825 by more than 10%, i.e., (exceeds 8,607), by the end of the PAGA Period, (1) the Net Settlement Amount shall be increased on pro rata basis at a value of Thirty Dollars and Sixty-Seven Cents (\$30.67) per PAGA Pay Period. For example, if the total number of Pay Periods is 8,608, Defendants would have to increase the Gross Settlement Value by \$30.67 for a total of \$240,030.67; or (2) Defendants may elect to end the release period as of the date of the exhaustion of the 10% escalator. Defendants will provide a declaration under penalty of perjury confirming the number of applicable PAGA Group Members and the number of PAGA Pay Periods they worked during the applicable PAGA Period one week prior to Plaintiff’s deadline to file their motion for approval of the settlement.

9. **CONTINUING JURISDICTION OF THE COURT.** The Parties agree that, after entry of Judgement, the Court will retain jurisdiction over this case, the Parties, Action, and the Settlement under Code of Civil Procedure section 664.6 solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, (iii) addressing such post-Judgment matters as are permitted by law, and (iv) to ensure the continuing implementation of the provisions of this settlement.

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 Defendants

that any of the allegations in the Operative Complaint have merit or that Defendants has 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).

- 10.2 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.
- 10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendants, 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. Any dispute between the Parties as to the remaining terms of the Settlement Agreement shall be presented to the mediator for resolution. The Parties agree not to object to any Court filings consistent with this Agreement.
- 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. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY," AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS

INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON THEIR OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT; (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY; AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISOR TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISOR'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

- 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 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.9 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.
- 10.10 Enforcement Action. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.
- 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. The Parties shall instruct their respective counsel not to publicize the settlement on their website or in

advertising/marketing materials, other than filing documents with the Court. Plaintiff and Defendants shall not, and shall direct their respective counsel not to, issue any press releases or initiate any contact with the media about the fact, amount, or terms of the settlement. If Plaintiff or their counsel or Defendants or their counsel receive an inquiry about the settlement from the media, they may respond only after the motion for approval has been filed and only by confirming the accurate terms of the settlement. Nothing in this provision shall prevent Defendants or Plaintiff from making any required disclosure. Nothing shall prevent PAGA Counsel from referring to this case in a declaration establishing qualification as representative counsel in future cases.

- 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 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 ninety (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 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:

Joseph Lavi, Esq. (SBN 209776)
 Vincent C. Granberry, Esq. (SBN 276483)
LAVI & EBRAHIMIAN, LLP
 8889 W. Olympic Blvd., Suite 200
 Beverly Hills, California 90211
 Telephone: (310) 432-0000
 Facsimile: (310) 432-0001
 Email: jlavi@lclawfirm.com
 vgranberry@lclawfirm.com

To Defendant(s):

RICHARD J. FREY (State Bar No. 174120)
rfrey@nixonpeabody.com
ROBERT PEPPLER (State Bar No. 295426)
rpepple@nixonpeabody.com
ALEJANDRO CASTRO (State Bar No. 316541)
acastro@nixonpeabody.com
NIXON PEABODY LLP
300 S. Grand Ave., Suite 4100
Los Angeles, CA 90071
Telephone: (213) 629-6000
Facsimile: (213) 629-6001

- 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. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 10.18 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.

SIGNATURES

READ CAREFULLY BEFORE SIGNING

TRACEE STUART

Tracee Stuart

Date: 10/08/2024

BRADY CORPORATION

DocuSigned by:

Andrew Gorman

DCBF27F6B102484

By: Andrew Gorman
Its: General Counsel
Date:

AIO ACQUISITION, INC.

Tim Smith

By: Tim Smith
Its: General Manager
Date:

[Additional Signatures on Following Page]

APPROVED AS TO FORM ONLY:

LAVI & EBRAHIMIAN, LLP

Joseph Lavi

Joseph Lavi, Counsel for Plaintiff Tracee Stuart
Date: 10/16/2024

NIXON PEABODY LLP



Robert H. Pepple, Counsel for Defendant Brady Corporation
Date: 10/16/2024