

CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Confidential Settlement Agreement and General Release (“Agreement”) is made by and between Ryan Logan (“Plaintiff”) on one hand, and Hajoca Corporation dba WHCI Plumbing Supply, a Maine Corporation, its subsidiaries, affiliates, successors, and assigns (“Hajoca” or “Defendant”), on the other hand.

WHEREAS, Plaintiff was hired by Express Services and placed as a temporary worker with Hajoca on December 23, 2019;

WHEREAS, Plaintiff was hired by Hajoca as a full-time, non-exempt employee from June 8, 2020 until he was terminated on October 6, 2020 (“Termination Date”);

WHEREAS, on or about April 30, 2021, Plaintiff through his counsel, sent a notice to the Labor Workforce Development Agency (LWDA) on behalf of himself and former and current non-exempt hourly employees in California (from July 13, 2020 to the date of entry of the Court’s order approving settlement or April 27, 2022 (whichever is sooner)), alleging violations of California Labor Code, and seeking the civil penalties described in Cal. Code Regs., tit. 8, § 3395, and Cal. Labor Code §§2698, 2699, 2699.3, 2699.5 and violations of California Labor Code sections 200, 201, 202, 203, 226, 226.7, 510, 512, 1182 et seq., 1194, 1197, 1197.1, 1194, 1198, 2802, and 6720, California Code of Regulations, and the applicable provisions of the relevant IWC Wage Orders, and all subsections, with respect to failure to pay any wages including incentives, COVID-19 hazard pay, expenses, regular rate calculations, off-the-clock work (including temperature, security, and/or bag checks), overtime wages, minimum wage; failure to provide meal and rest breaks; failure to timely pay wages upon separation of employment; failure to provide compliant wage statements, and any violations stemming from excessive indoor or outdoor heat claims (the “Claims”);

WHEREAS, Plaintiff filed a class action complaint in California in the County of Alameda against Hajoca and Express Services, Inc., a Colorado Corporation (“Express Services”) (collectively, “Defendants”), case number RG21097645 (“First Action”);

WHEREAS, in light of Plaintiff’s arbitration agreement, Plaintiff filed a Request for Dismissal without prejudice of the First Action on July 19, 2021;

WHEREAS, Plaintiff subsequently filed a Representative Action Complaint, *Ryan Logan et al. v. Hajoca Corporation et al.* on July 13, 2021, under case number RG21104752 in Alameda County Superior Court (“PAGA Action”);

WHEREAS, the parties attended mediation with private mediator Lisa Klerman on January 26, 2022, resolved the PAGA Action and all claims between Plaintiff and Hajoca, and signed a Memorandum of Understanding on January 26, 2022;

WHEREAS, in addition to settling the PAGA Action, Defendant agrees to pay Plaintiff a Service Award (as defined below) in exchange for a settlement of any and all of Plaintiff’s claims arising out of his employment with the Defendants and a release of all known and unknown claims against the Defendants and the Releasees under Civil Code § 1542; and

WHEREAS, the Defendants deny any liability whatsoever to Plaintiff, and neither this Agreement nor compliance with it shall be construed as an admission by the Defendants or any of the Releasees (as identified below) of any liability, misconduct, or wrongdoing whatsoever, or as an admission by the Defendants of any violation of the rights of Plaintiff or any person, of any order, law, statute, regulation, duty or contract whatsoever against Plaintiff or any person.

NOW THEREFORE, in consideration of the promises made herein, the parties hereby agree as follows:

1. Recitals. The foregoing recitals are contractual and incorporated into and made part of this Agreement.

2. Payments. Plaintiff acknowledges that Plaintiff has been paid, at Plaintiff's regular rate of pay, for all hours worked and for accrued but unused vacation through the Termination Date. Plaintiff acknowledges that these amounts were all of the amounts owed to the Plaintiff by Defendants through the Termination Date. Plaintiff therefore acknowledges that California Labor Code § 206.5 is not applicable. That section provides, in part: *No employer shall require the execution of any release or any claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of such wages has been made.*

3. Service Award. In addition, subject to the Court's approval and Section 12 below, Defendant shall pay Plaintiff an amount of \$5,000 ("Service Award"). The parties agree that the payment of the Service Award shall be made to the parties' agreed upon and designated settlement administrator within thirty (30) days after the Effective Date of this Agreement and Plaintiff providing all necessary tax forms, whichever is later. Payment to Plaintiff of the Service Award is in full settlement and compromise of the Released Claims as set forth herein. The "Effective Date" is: (a) the date on which the settlement in the PAGA Action is approved and the Court's order approving the settlement becomes final and (b) following Plaintiff's execution and return of a signed copy of this Agreement in accordance with the Revocation Period described in 9(g).

4. Tax Treatment. Plaintiff understands and agrees that the Defendants are neither providing tax nor legal advice, nor are the Defendants making representations regarding tax obligations or consequences, if any, related to this Agreement. Plaintiff further agrees that Plaintiff will assume any such tax obligations or consequences that may arise from this Agreement, and that Plaintiff shall not seek any indemnification from the Defendants in this regard. Plaintiff agrees that, in the event that any taxing body determines that additional taxes are due from Plaintiff, Plaintiff acknowledges and assumes all responsibility for the payment of any such taxes and agrees to indemnify, defend, and hold the Defendants harmless from the payment of such taxes, and any failure to withhold. Plaintiff further agrees to pay, on the Defendants' behalf, any interest or penalties imposed as a consequence of such tax obligations, and to pay any judgments, penalties, taxes, costs, and attorneys' fees incurred by the Defendants as a consequence of Plaintiff's failure to pay any taxes due.

5. Confidential Information. To the extent that as part of Plaintiff's employment, Plaintiff had access to information of a nature not generally disclosed to the public, Plaintiff agrees to keep confidential and not disclose to anyone the Defendants' business, proprietary, and trade secret information, or any personal, confidential, or otherwise proprietary information regarding the Defendants' employees, customers, and clients, or the Defendants' personnel practices and related matters.

6. Return of Defendants' Property. Plaintiff agrees that he has returned to the Defendants any and all company property.

7. Release of Claims.

(a) Plaintiff agrees that the foregoing consideration represents settlement in full of all outstanding obligations owed to Plaintiff by Defendants. **THIS IS A GENERAL RELEASE OF ALL CLAIMS.** As consideration for the Service Award and benefits being provided to Plaintiff, Plaintiff, on Plaintiff's own behalf, and on behalf of Plaintiff's respective heirs, family members, executors, administrators, attorneys, representatives, and assigns, hereby fully and forever releases Defendants Hajoca and Express Services, their legal representatives, officers, directors, fiduciaries, employees, investors, shareholders, insurers, agents, administrators, affiliates, divisions, subsidiaries, predecessor and successor corporations, and assigns,

both in their individual and corporate capacities (collectively, the “Releasees”), of and from any and all claims and causes of action, demands, duties, obligations, agreements, promises, liabilities, damages, costs, and/or fees, whether known or unknown, suspected or unsuspected, arising out of or relating to Plaintiff’s employment with either Hajoca and/or Express Services, including without limitation:

- i. any and all claims relating to or arising from Plaintiff’s employment relationship with the Defendants and the termination of that relationship;
- ii. any and all claims relating to, or arising from, Plaintiff’s right to purchase, or actual purchase of, shares of stock of the Defendants, including, without limitation, any claims for fraud; misrepresentation; breach of fiduciary duty; breach of duty under applicable state corporate law; and securities fraud under any state or federal law;
- iii. any and all claims under the law of any jurisdiction including without limitation wrongful discharge of employment; constructive discharge from employment; termination in violation of public policy; discrimination; breach of contract, both express and implied; breach of a covenant of good faith and fair dealing, both express and implied; promissory estoppel; negligent and intentional infliction of emotional distress; negligent and intentional misrepresentation; negligent and intentional interference with contract or prospective economic advantage; unfair business practices; defamation; libel; slander; negligence; personal injury; assault; battery; invasion of privacy; false imprisonment; and conversion;
- iv. any and all claims for violation of any federal, state or municipal statute, including without limitation all employment laws, including without limitation the California Fair Employment and Housing Act; the California Unruh Act; the Age Discrimination in Employment Act, as amended; Title VII of the Civil Rights Act of 1964, as amended; the Civil Rights Act of 1866; the Civil Rights Act of 1871; the Fair Labor Standards Act; the Americans with Disabilities Act; the Older Workers’ Benefits Protection Act; the Family Medical Leave Act; the Equal Pay Act; the Plaintiff Retirement Income Security Act of 1974; the National Labor Relations Act; the California Constitution; the California Labor Code; the California Business & Professions Code; the California Government Code; the California Civil Code; and all other laws against discrimination or applicable to employment that may be the subject of a release under applicable law;
- v. any and all claims for violation of the federal, or any state, constitution;
- vi. any and all claims arising out of any other laws and regulations relating to employment or employment discrimination;
- vii. any and all claims arising out of any personnel policies, contracts of employment, any other contracts, severance pay agreements, and covenants of good faith and fair dealing;
- viii. any claim for any loss, cost, damage, or expense arising out of any dispute over the non-withholding or other tax treatment of any of the proceeds received by Plaintiff as a result of this Agreement;
- ix. any claim or damage arising out of Plaintiff’s employment with or separation from the Defendants under any common law theory or any federal, state, or local statute or ordinance not specifically referred to above;
- x. any and all claims that were or could have been brought in the First Action or the PAGA Action; and

xi. any and all claims for attorneys' fees and costs.

(b) Plaintiff specifically agrees that this Agreement includes without limitation the Claims, as well as any and all claims that reasonably could have been raised, under the applicable Wage Order, Labor Code sections 201, 202, 203, 212, 226, 226.3, 226.7, 510, 512, 515, 558, 1194, and 1198, as well as claims under the Business & Professions Code sections 17200, *et seq.* and Labor Code sections 2698, *et seq.* based on alleged violations of Labor Code provisions. Plaintiff further covenants that Plaintiff will dismiss the PAGA Action and will no longer, now or in the future, seek penalties under Labor Code sections 2699, *et seq.* based upon any Labor Code provision. This release applies to claims or rights that Plaintiff may possess either individually, as a class member or as an aggrieved party, and Plaintiff waives and releases any right to participate in or receive money or benefits from any class action settlement or judgment after the date this Agreement is signed that relates in any way to Plaintiff's employment with the Defendants.

(c) Plaintiff understands and agrees that, to the fullest extent permitted by law, Plaintiff is agreeing to dismiss the PAGA Action and is precluded from filing or pursuing any legal claim of any kind against any of the Releasees at any time in the future, in any federal, state, or municipal court, or other tribunal, arising out of any of the claims that Plaintiff has waived by virtue of executing this Agreement. Other than the PAGA Action, Plaintiff waives any right to receive monetary recovery related to any action or administrative charge.

(d) Nothing in this Agreement shall be construed to waive any claims that cannot be waived as a matter of law, including but not limited to claims for unemployment or workers' compensation insurance. In addition, this Agreement does not prevent Plaintiff from filing an administrative charge against any Releasee that may not be released as a matter of law. Nothing in this Agreement shall be construed to prohibit Plaintiff from reporting conduct to, providing truthful information to or participating in any investigation or proceeding conducted by any federal or state government agency or self-regulatory organization. This release does not waive any rights or claims that may arise after the date that Plaintiff executed this Agreement.

(e) Nothing in this Agreement will affect the ability of Plaintiff or the Defendants to enforce rights or entitlements specifically provided for under this Agreement as set forth above, or any rights or claims that may arise after the date that Plaintiff executed this Agreement. By Plaintiff's signature below, Plaintiff represents that: (i) Plaintiff is not aware of any unpaid wages, vacation, bonuses, expense reimbursements, or other amounts owed to Plaintiff by the Defendants, other than the Service Award specifically promised in this Agreement; (ii) Plaintiff has not been denied any request for leave to which Plaintiff believes Plaintiff was legally entitled, and Plaintiff was not otherwise deprived of any of Plaintiff's rights under the Family and Medical Leave Act or any similar state or local statute; (iii) Plaintiff has no known workplace injuries or occupational illnesses and, thus, that Plaintiff has made no claim for illness or injury against, nor is Plaintiff aware of any facts supporting any claim against, the Releasees under which the Releasees could be liable for medical expenses incurred by Plaintiff before or after the execution of this Agreement; and (iv) Plaintiff has not assigned or transferred, or purported to assign or transfer, to any person, entity, or individual whatsoever, any of the claims released in the foregoing general release and waiver. Defendant's obligations under this Agreement are contingent upon Plaintiff's compliance with all terms and conditions provided for herein.

8. Release of Unknown Claims. For the purpose of implementing a full and complete release, Plaintiff expressly acknowledges that the releases given in this Agreement are intended to include, without limitation, claims that Plaintiff did not know or suspect to exist in Plaintiff's favor at the time of the date of Plaintiff's execution of this Agreement, regardless of whether the knowledge of such claims, or the facts upon which they might be based, would have materially affected the settlement of this matter; and that the Service Award provided under this Agreement was also for the release of those claims and contemplates the extinguishment of any such unknown claims, despite the fact that California Civil Code section 1542 may provide otherwise. Plaintiff expressly waives any right or benefit available to Plaintiff in any capacity under the provisions of California Civil Code section 1542, which provides as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

9. Older Workers' Benefit Protection Act/Age Discrimination in Employment Act Waiver. This Agreement is intended to satisfy the requirements of the Older Workers' Benefit Protection Act, 29 U.S.C. Sec. 626(f). Plaintiff is advised to consult with an attorney before executing this Agreement and acknowledges, agrees and understands that:

(a) under the general release detailed above, Plaintiff is waiving and releasing, among other claims, any rights and claims that may exist under the Age Discrimination in Employment Act ("ADEA");

(b) the waiver and release of claims set forth in the release above does not apply to any rights or claims that may arise under the ADEA after the date of execution of this Agreement;

(c) the payments and other consideration that are being provided to Plaintiff are of significant value and are in addition to what Plaintiff otherwise would be entitled;

(d) Plaintiff is being advised in writing to consult with an attorney before signing this Agreement;

(e) Plaintiff has been given a period of twenty-one (21) days within which to review and consider this Agreement before signing it;

(f) Plaintiff may revoke his acceptance of this Agreement by providing written notice to Defendant within seven (7) days following its execution, and any notice of revocation of this Agreement must be in writing and transmitted by hand or certified mail to Squire Patton Boggs (US) LLP, c/o Katharine J. Liao, 1211 Avenue of the Americas, 26th Floor, New York, NY 10036; and

(g) Because of Plaintiff's right to revoke this Agreement, this Agreement shall not become effective and enforceable until the eighth (8th) day after the return of an executed copy of this Agreement by Plaintiff to Defendant (the "Revocation Period"), and Plaintiff will not be entitled to any of the benefits set forth in this Agreement until after the Revocation Period.

10. Non-Disparagement & Neutral Reference. Plaintiff agrees to refrain from taking any action, and from making any statement (oral or written), that disparages or criticizes the Defendants, its affiliates, parent companies, subsidiaries, and related entities, or its officers, directors, or employees, or that harms the Defendants' or any of the Defendants' affiliates', parent companies', subsidiaries', and related entities', or the Defendants' officers', directors', or employees' respective reputations, or that disrupts or impairs the Defendants' normal, ongoing business operations. This provision applies to all of Plaintiff's interactions with third parties, including without limitation any conversations or correspondence that Plaintiff might have with organizations, governmental entities, and persons with whom the Defendants engages in business, as well as with employees of the Defendants. Plaintiff understands that this provision does not apply on occasions when Plaintiff is subpoenaed or ordered by a court or other governmental authority to testify or give evidence and must respond truthfully. In addition, nothing in this Agreement, including the provisions relating to the No Publicity section below, prevents Plaintiff from discussing or disclosing or testifying about information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that Plaintiff has reason to believe is unlawful. Plaintiff further agrees not to otherwise interfere with the Defendants' business operations, including, without limitation, the Defendants' efforts to market and sell its products. Defendants agrees that future references and/or employment inquiries about Plaintiff will be directed to Defendant's Director of Personnel, who will only provide Plaintiff's job position and dates of employment.

11. No Publicity. Except as required by California Rule of Court 3.770, Plaintiff and Plaintiff's counsel shall not publicize the settlement on their websites, in advertising/marketing materials or on social media, other than filing documents with the Court. The parties and their counsel agree that they will not issue any press releases or initiate any contact with the media about the fact, amount, or terms of the settlement. Plaintiff and Plaintiff's Counsel agree to decline to respond to any media inquiries concerning the Agreement. Nothing in this provision shall prevent the Defendants from making any required disclosure. Nothing in this Section shall prohibit either party from complying with any valid court order or subpoena. Nothing in this Section prevents Plaintiff from discussing or disclosing or testifying about information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that Plaintiff has reason to believe is unlawful. Nothing in this Section prohibits Plaintiff from reporting possible violations of federal law or regulation to any governmental agency or entity or making other disclosures that are protected under the whistleblower provisions of federal law or regulation, and Plaintiff does not need prior authorization of the Defendants to make such reports and is not required to notify the Defendants that such reports have been made.

12. Court Approval of the Settlement in the PAGA Action. This settlement is conditioned on the Court's judgment of the PAGA Action, pending in Superior Court of the State of California, County of Alameda, becoming final. If the judgment does not become final in the PAGA Action, then this Agreement shall be void and have no force or effect, and the parties shall be deemed to have reverted to their respective status as of the date and time immediately prior to the date of mediation. Should the Court decrease the Service Award, but approves the settlement of the PAGA Action, this Agreement shall remain in full force and effect. The reduced Service Award amount shall constitute the Service Award as defined herein and Plaintiff agrees to execute and comply with this Agreement including waiving all claims and complying with the general release notwithstanding the Court's reduction. Hajoca agrees, however, that it shall not object to the proposed Service Award of Five Thousand Dollars (\$5,000).

13. No Cooperation. Plaintiff agrees that Plaintiff will not act in any manner that might damage the business of the Defendant. Plaintiff agrees that Plaintiff will not counsel or assist any attorneys or their clients in the presentation or prosecution of any disputes, differences, grievances, claims, charges, or complaints by any third party against the Defendant or any officer, director, Plaintiff, agent, representative, shareholder, or attorney of the Defendant, unless under a subpoena or other court order to do so. Plaintiff further agrees both to immediately notify the Defendant upon receipt of any court order, subpoena, or any legal discovery device that seeks or might require the disclosure or production of the existence or terms of this Agreement, and to furnish, within three (3) business days of its receipt, a copy of such subpoena or legal discovery device to the Defendants.

14. Defend Trade Secrets Act. Pursuant to the Defend Trade Secrets Act of 2016, Plaintiff acknowledges that Plaintiff shall not have criminal or civil liability under any Federal or State trade secret law for the disclosure of a trade secret that (A) is made (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. In addition, if Plaintiff files a lawsuit for retaliation by the Defendant for reporting a suspected violation of law, Plaintiff may disclose the trade secret to Plaintiff's attorney and may use the trade secret information in the court proceeding, if Plaintiff (X) files any document containing the trade secret under seal; and (Y) does not disclose the trade secret, except pursuant to court order.

15. No Admission of Liability. The parties understand and acknowledge that this Agreement constitutes a compromise and settlement of disputed claims. No action taken by the parties hereto, or either of them, either previously or in connection with this Agreement shall be deemed or construed to be (a) an admission of the truth or falsity of any claims heretofore made; or (b) an acknowledgment or admission by either party of any fault or liability whatsoever to the other party or to any third party.

16. Contingent Obligation. Defendant's obligations under this Agreement are contingent upon Plaintiff's compliance with all terms and conditions provided for herein. In the event that Plaintiff breaches any of Plaintiff's obligations under this Agreement, Plaintiff agrees that Hajoca may recover all payments already made under this Agreement, in addition to all other available legal remedies.

17. Fees and Costs. The parties shall each bear their own costs, expert fees, attorneys' fees, and other fees incurred in connection with the execution of this Agreement.

18. Arbitration. The parties agree that any and all disputes arising out of the terms of this Agreement, their interpretation, and any of the matters herein released, shall be subject to binding arbitration in Alameda County before the American Arbitration Association under its Employment Dispute Resolution Rules, or by a judge to be mutually agreed upon. The parties agree that the prevailing party in any arbitration shall be entitled to injunctive relief in any court of competent jurisdiction to enforce the arbitration award. The parties agree that the prevailing party in any arbitration shall be awarded its reasonable attorneys' fees and costs. **THE PARTIES HEREBY AGREE TO WAIVE THEIR RIGHT TO HAVE ANY DISPUTE BETWEEN THEM RESOLVED IN A COURT OF LAW BY A JUDGE OR JURY.** This Section will not prevent either party from seeking injunctive relief (or any other provisional remedy) from any court having jurisdiction over the parties and the subject matter of their dispute relating to Plaintiff's obligations under this Agreement and the agreements incorporated herein by reference.

19. No Representations. The parties represent that they each have had the opportunity to consult with an attorney, at their own expense, and have carefully read and understand the scope and effect of the provisions of this Agreement. Neither party has relied upon any representations or statements made by the other party hereto which are not specifically set forth in this Agreement.

20. Right to Counsel. Plaintiff acknowledges that Plaintiff has been informed of Plaintiff's right to consult with his attorneys regarding this Agreement, and has been given a period of not less than five (5) business days in which to do so, although Plaintiff may voluntarily sign the Agreement prior to the end of this time period. The parties acknowledge that each has read and understands this Agreement, and each signs this Agreement voluntarily, knowingly and without duress or coercion.

21. Severability. In the event that any provision in this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Agreement shall continue in full force and effect without said provision so long as the remaining provisions remain intelligible and continue to reflect the original intent of the parties.

22. Entire Agreement. Plaintiff acknowledges that this Agreement, the Memorandum of Understanding and related PAGA Action settlement documents are a full and accurate embodiment of the understanding between Plaintiff and Hajoca, and that they supersede any prior agreements or understandings made by the parties on this subject matter. The terms of this Agreement may not be modified, except by mutual consent of the parties. Any and all modifications must be reduced to writing and signed by the parties to be effective.

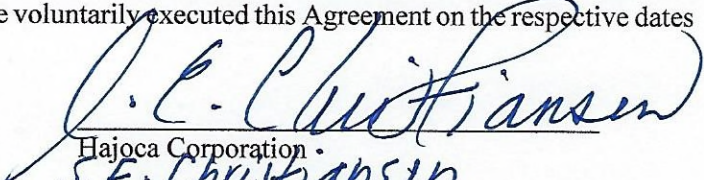
23. Governing Law and Venue. This Agreement shall be deemed to have been executed and delivered within the State of California, and it shall be construed, interpreted, governed, and enforced in accordance with the laws of the State of California, without regard to choice of law principles. In the event of any dispute in connection with this Agreement, the venue in which said dispute will be resolved, whether in arbitration or in connection with an injunction, will be Alameda, California.

24. Counterparts; Good Faith Compliance; Voluntary. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and

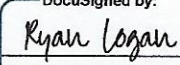
the same instrument. The parties agree to cooperate in good faith and to do all things necessary to effectuate this Agreement. This Agreement is executed voluntarily and without any duress or undue influence on the part or behalf of the parties hereto, with the full intent of releasing all claims.

IN WITNESS WHEREOF, the parties have voluntarily executed this Agreement on the respective dates set forth below.

Dated: 9/26/22


Hajoca Corporation
S.E. Christiansen
Its: General Counsel

Dated: 9/20/2022

DocuSigned by:

Ryan Logan
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Approved as to form:


Kiley Grombacher, Esq.
Attorney for Ryan Logan

Dated: 10/03/22


Katharine J. Liao, Esq.
Attorney for Hajoca Corporation

Dated: 10/3/22