

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiffs Kirstie Price and Kyle Hicks (“Plaintiffs”) and Defendants Brady Worldwide, Inc. dba Brady Corporation, AIO Acquisition, Inc. dba Personnel Concepts, or Precision Dynamics Corporation (collectively, “Brady”). The Agreement refers to Plaintiffs and Brady collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiffs’ PAGA lawsuit alleging wage and hour violations against Brady captioned *Kirstie Price and Kyle Hicks v. Brady Worldwide, Inc., et al.*, initiated on October 19, 2021 and pending in the Superior Court of the State of California, County of San Bernardino.
- 1.2. “Administrator” means CPT Group, Inc. the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount not to exceed \$10,000.00 which the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses for administering the Settlement.
- 1.4. “Allegedly Aggrieved Employee Data” means the Allegedly Aggrieved Employee identifying information for which Defendants will use their best efforts to provide, including each Allegedly Aggrieved Employee’s full name, most recent mailing address, last known telephone number if readily available, dates of employment or number of pay periods worked during the PAGA Period, and Social Security number.
- 1.5. “Allegedly Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Allegedly 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.
- 1.6. “Allegedly Aggrieved Employee” means all non-exempt employees employed by Brady in California who worked between August 15, 2020 and the date the Court grants approval of the settlement.
- 1.7. “Approval” means the Court order granting approval of the Settlement.
- 1.8. “Court” means the Superior Court of California, County of San Bernardino.
- 1.9. “Defendants” refers to Defendants Brady Worldwide, Inc. dba Brady Corporation, AIO Acquisition, Inc. dba Personnel Concepts, or Precision Dynamics Corporation (collectively, “Brady”).
- 1.10. “Defense Counsel” means Kevin Jackson, Esq. of Foley & Lardner, LLP.
- 1.11. “Effective Date” means the date that Approval becomes final. For purposes of this Section, Approval “becomes final” upon the last to occur of the following: (a) if there are no objections to

the Settlement, the date the Court enters an order granting Approval of the Settlement; (b) if there are objections to the Settlement, and if an appeal, review, or writ is not sought from the Approval, the day after the time period to appeal the Settlement has expired, *i.e.*, 60 days from the date the Court enters an order granting Approval of the Settlement; or (c) if there are objections to the Settlement, and an appeal, review, or writ is timely sought from the Approval, the day after the Approval is affirmed or the appeal, review, or writ is dismissed or denied, and the Approval is no longer subject to further judicial review.

1.12. “Gross Settlement Amount” means \$300,000.00 which has been and/or will be paid by Brady in full satisfaction of all claims arising from the Action. The Gross Settlement Amount includes all Claims Administration Expenses, PAGA Counsel Fees Payments, Service Awards, PAGA Counsel Litigation Expenses Payments, the LWDA PAGA Payment in the amount of one hundred twenty thousand Dollars and Zero Cents (\$120,000.00), and the Individual PAGA Payment in the amount of forty thousand Dollars and Zero Cents (\$40,000.00). Defendant will pay the employer’s share of payroll taxes, as applicable, in addition to the Gross Settlement Amount. Under no circumstances will Defendants pay more than the Gross Settlement Amount.

1.13. “Individual PAGA Payment” means an Allegedly Aggrieved Employee’s pro rata share of 25% of the Net Settlement Amount, calculated according to the number of Pay Periods worked during the PAGA Period. Specifically, the Individual PAGA Payments will be based on dates of employment and the corresponding number of Pay Periods worked by each Allegedly Aggrieved Employee during the PAGA Period.

1.14. “Service Award” means the payment of an enhancement award to the named Plaintiffs, as set forth herein and as awarded by the Court.

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

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

1.17. “LWDA PAGA Payment” means the 75% of the Net Settlement Amount paid to the LWDA under Labor Code section 2699, subd. (i).

1.18. “Net Settlement Amount” means the amount of one hundred sixty thousand Dollars and Zero Cents (\$160,000.00) that shall be paid from the Gross Settlement Amount for the resolution of the PAGA claim. The Net Settlement Amount shall be allocated as follows: 25% (\$40,000.00) shall be distributed amongst the Allegedly Aggrieved Employees as their Individual PAGA Payments, and 75% (\$120,000.00) shall be paid to the LWDA.

1.19. “Operative Complaint” means the complaint filed in the Action on October 19, 2021, and all amendments thereto.

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

1.21. “PAGA Counsel” means Jerusalem F. Beligan and Leah M. Beligan of Beligan Law Group, LLP, the attorneys representing the Plaintiffs in the Action.

1.22. “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.

1.23. "PAGA Pay Period" means any Pay Period during which an Allegedly Aggrieved Employee worked for Brady for at least one day during the PAGA Period.

1.24. "PAGA Period" means the period from August 15, 2020 to the date the Court grants approval of the settlement.

1.25. "PAGA Notice" means Plaintiffs' Notice Pursuant to the Private Attorneys General Act, California Labor Code § 2699.3 letter to Brady and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.26. "Plaintiffs" means Kirstie Price and Kyle Hicks, the named plaintiffs in the Action.

1.27. "Released PAGA Claims" means the claims being released by the Plaintiffs and PAGA Counsel and as described in this Agreement.

1.28. "Released Parties" means: Brady and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

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

2. RECITALS.

2.1. On June 28, 2021, Plaintiffs filed a PAGA Notice with the LWDA alleging violations of various California Labor Code sections, specifically including §§ 200-203, 218, 226, 226.7, 510, 512, 558, 558.1, 1174(d), 1194, 1197, 1198, 1400, 2802, and provisions of Industrial Welfare Commission ("IWC") Wage Order 4-2001 ("Wage Order 4"), and more generally including sections 98.6, 203.1., 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, 212, 213, 221, 222, 222.5, 223, 224, 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, 231, 232, 232.5, 233, 234, 351, 353, 403, 404, 432.2, 432.5, 432.7, 435, 450, 511, 513, 551, 552, 601, 602a, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, 1153, 1197.1, 1197.5, 1198.3, 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, 1695, 1695.5, 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.45, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, 1700.47, 1701.4, 1701.5, 1701.8, 1701.10, 1701.12, 1735, 1771, 1774, 1776, 1777.5; 1811, 1815, 2651, 2673, 2673.1, 2695.2, 2800, 2801, 2806, 2810, 2929, 3095, 6310, 6311, and 6399.

2.2. On October 19, 2021, Plaintiffs filed a PAGA Complaint (Cal. Labor Code § 2698, *et seq.*) alleging violations of the underlying California Labor Codes: (1) Failure to pay Minimum Wages (Cal. Lab. Code §§ 1194, 1194.2, 1197); (2) Failure to pay all Overtime Wages and Double Overtime Wages Based on all Requisite Work Hours in Violation of California law (Cal. Lab. Code §§ 510, 1194); (3) Failure to pay Premium Wages for Noncompliant Meal-and-Rest Periods (Cal. Lab. Code §§ 226.7, 512, Cal. IWC Wage Order 4-2001); (4) Failure to Timely pay all Wages due Upon Termination of Employment (Cal. Lab. Code §§ 201-203); (5) Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code §§ 226, 1174, Cal. IWC Wage Order 4-2001); (6)

Unpaid Wages, Earned Commission, PTO and Accrued Vacation Pay (Cal. Lab. Code §§ 201, 202, and 203); and (7) Violation of the Unfair Competition Law (UCL) (Cal. Bus. & Prof. Code §§ 17200, *et seq.*). The Complaint is the operative complaint in the Action (the “Operative Complaint.”). Brady 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), Plaintiffs gave timely written notice to Brady and the LWDA by sending the PAGA Notice.

2.4. On September 26, 2023, the Parties participated in an all-day mediation presided over by David A. Rotman which led to this Agreement to settle the Action.

3. MONETARY TERMS.

3.1. **Gross Settlement Amount.** Except as otherwise provided within this Agreement, Brady promises to pay \$300,000.00 and no more as the Gross Settlement Amount. Brady has no obligation to pay the Gross Settlement Amount prior to the deadline stated within this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Allegedly Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Brady.

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 Approval:

3.3. **To PAGA Counsel:** A PAGA Counsel Fees Payment of not more than 1/3 which is currently estimated to be \$100,000.00 and PAGA Counsel Litigation Expenses Payment of not more than \$15,000.00. Brady will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. 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 Plaintiffs’ 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 Brady harmless, and indemnifies Brady, from any dispute or controversy regarding any division or sharing of any of these payments.

3.4. **To the Administrator:** An Administrator Expenses Payment not to exceed \$10,000.00 except for a showing of good cause and as approved by the Court.

3.5. **To the Named Plaintiffs Kirstie Price and Kyle Hicks:** A Service Award in the amount of \$10,000.00 to Kirstie Price and \$5,000.00 to Kyle Hicks.

3.6. **To the LWDA and Allegedly Aggrieved Employees:** The Net Settlement Amount in the amount of \$160,000.00 to be paid from the Gross Settlement Amount, with 75% or \$120,000.00 allocated

to the LWDA PAGA Payment and 25% or \$40,000.00 allocated to the Individual PAGA Payments.

3.6.1.1. The Administrator will calculate each Individual PAGA Payment a pro rata basis based on their respective number of Pay Periods, by (a) dividing the amount of the Allegedly Aggrieved Employees' 25% share of the Net Settlement Amount or \$40,000.00 by the total number of PAGA Period Pay Periods worked by all Allegedly Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Allegedly Aggrieved Employee's respective number of Pay Periods. Allegedly Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.6.1.2. If the Court approves a 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. Allegedly Aggrieved Employee Pay Periods. Based on a review of its records to date, Brady estimates there are 187 Allegedly Aggrieved Employees who worked for Brady for a total of 6500 PAGA Pay Periods.

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

4.3. Funding of Gross Settlement Amount. Brady shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 30 days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within 14 days after Brady funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, Service Awards, the Administration Expenses Payment, and will electronically wire the PAGA Counsel Expenses Payment and PAGA Counsel Fees Payment to PAGA Counsel.

4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Allegedly 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 Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct an Allegedly Aggrieved Employee Address Search for all Allegedly 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 Allegedly Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Allegedly Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Allegedly Aggrieved Employee whose original check was lost or misplaced, requested by the Allegedly Aggrieved Employee prior to the void date.

4.4.3. For any Allegedly 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 Allegedly Aggrieved Employee.

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

5. RELEASES OF CLAIMS. Effective on the date when Brady fully funds the entire Gross Settlement Amount, Plaintiffs and PAGA Counsel will release claims against all Released Parties as follows:

5.1 **Plaintiffs' Release.** Plaintiffs and their respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the PAGA Period including, but not limited to, all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice ("Plaintiffs' Release"). Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the PAGA Period. Plaintiffs acknowledge that they may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agrees, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

5.1.1 **Plaintiffs' Waiver of Rights Under California Civil Code Section 1542.** For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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.

5.2 **Release by Allegedly Aggrieved Employees:**

All Allegedly Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, or that would be considered administratively exhausted during the PAGA Period based on the facts, statutory sections, and reasonable inferences stated in the Operative Complaint, and the PAGA Notice.

5.3 **Release by PAGA Counsel:**

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

6. **STIPULATION FOR APPROVAL OF PAGA SETTLEMENT.**

The Parties agree to jointly prepare and file a joint stipulation and [proposed] order approving the Settlement.

6.1 **Plaintiffs' Responsibilities.** Plaintiffs 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 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 Allegedly 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 Allegedly Aggrieved Employees or the LWDA, and the nature and extent of any financial relationship with Plaintiffs, 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) all facts relevant to any actual or potential conflict of interest with Allegedly Aggrieved Employees and/or the Administrator.

6.2 **Responsibilities of PAGA Counsel.** PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the joint stipulation and [proposed] order approving the Settlement no later than 15 days after the full execution of this Settlement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the joint stipulation. PAGA Counsel is responsible for delivering the order approving the 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 stipulation 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 CPT Group, Inc. to serve as the Administrator. 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. ALLEGEDLY AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE.

Based on its records, Brady estimates that, as of the date of this Settlement Agreement, (1) there are 187 Allegedly Aggrieved Employees who worked 6,500 Pay Periods during the PAGA Period. Should the number of pay periods exceed 6,500 pay periods by more than 15% (i.e., 7,475) as of the date the Court grants approval of the Settlement, Brady shall have the option to either:

(a) Proportionately increase the Gross Settlement Amount by an equal percentage. For the avoidance of doubt, and by way of example, this means that if the number of Pay Periods at the time the Court grants approval of the Settlement exceeds 7,475 by 2%, then the Gross Settlement Amount shall increase by 2%; or

(b) Set the PAGA Period end date for a date that caps the number of Pay Periods in the PAGA Period at no more than 15% of 6,500 (i.e. 7,475 pay periods).

9. CONTINUING JURISDICTION OF THE COURT.

The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, this Action, and the Settlement under California Code of Civil Procedure § 664.6 for purposes of (i) enforcing this Agreement, Settlement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters. Should any court action be filed by either party as a result of the breach of this Agreement, the prevailing party in such action shall be entitled to reimbursement of its reasonable attorneys' fees and costs incurred in such action.

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 Brady that any of the allegations in the Operative Complaint have merit or that Brady has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Brady'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, Brady reserves all available defenses to the claims in the Action, and Plaintiffs reserve the right to contest Brady'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.** 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 Plaintiffs and Brady, 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 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. As set forth within this Agreement, the Parties intend this Agreement to be enforceable, admissible and binding under California Code of Civil Procedure § 664.6.
- 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 Plaintiffs, PAGA Counsel, Brady, 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 **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 **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.
- 10.11 **Confidentiality.** To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 10.12 **Use and Return of Allegedly 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 Brady 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, Plaintiffs shall destroy all paper and electronic versions of Allegedly Aggrieved Employee Data received from Brady unless, prior to the Administrator's payment of all
- 10.13 **Headings.** The descriptive heading of any section of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 10.14 **Calendar Days.** Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 10.15 **Notice.** All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after **mailing by United States mail, or the day sent by email or messenger, addressed as follows:**

To Plaintiffs' Counsel:

Jerusalem F. Beligan, Esq.
Leah M. Beligan, Esq.
Beligan Law Group, LLP
19800 MacArthur Blvd., Suite 300
Newport Beach, CA 92612
Telephone: (949) 224-3881
Email: jbeligan@bbclawyers.net
Email: lmbeligan@bbclawyers.net

To Brady's Counsel:

Kevin Jackson
Foley & Lardner LLP
11988 El Camino Real, Suite 400
San Diego, CA 92130
Telephone: (858) 847-6734
Email: kjackson@foley.com

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

10.17 **Stay of Litigation.** The Parties agree that upon the execution of this Agreement, the Action 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.

WHEREFORE, Plaintiffs, in their capacities as proxies for the LWDA, and Defendant, by its duly authorized agents or counsel, have executed this Agreement as of the dates set forth below.

SIGNATURES TO FOLLOW

Plaintiff Kirstie Price

Dated: February 1, 2024



Kirstie Price

Plaintiff Kyle Hicks

Dated: February 1, 2024



Kyle Hicks

Defendants Brady Worldwide, Inc., et al.

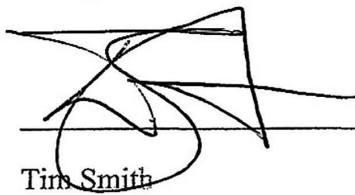
Dated: February 8, 2024



Andrew T. Gorman
General Counsel

Defendant AIO Acquisition, Inc. dba Personnel Concepts.

Dated: February , 2024



Tim Smith
General Manager

Precision Dynamics Corporation

Dated: February 8, 2024



Andrew T. Gorman
General Counsel

Approval as to Form and Context:

On Behalf of Plaintiffs and the Alleged Aggrieved Employees

Dated: February 6, 2024



Leah M. Beligan
Jerusalem F. Beligan
Beligan Law Group, LLP

On Behalf of Defendants

Dated: February 14, 2024



Kevin Jackson
Foley & Lardner, LLP