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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

JAMES BRENNAN, *et al.*,

Plaintiffs,

vs.

BASALITE BUILDING PRODUCTS, LLC, *et al.*,

Defendants.

Case No.: 34-2021-00304507-CU-OE-GDS

CLASS ACTION

**PRIVATE ATTORNEYS GENERAL ACT
SETTLEMENT AGREEMENT AND
RELEASE**

Action Filed: July 20, 2021

Trial Date: Not Set

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PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made by and between plaintiff James Brennan and plaintiff Gabriela Estrada ("Plaintiffs") and defendant Basalite Building Products, LLC ("BASALITE" or "Defendant"). The Agreement refers to Plaintiffs and Defendant collectively as "Parties," or individually as "Party."

1. DEFINITIONS.

- 1.1. "Action" means the Plaintiff's lawsuit alleging wage and hour violations against BASALITE captioned *Brennan, et al. v. Basalite Building Products, LLC*, Sacramento County Superior Court, Case No. 34-2021-00304507-CU-OE-GDS initiated on July 20, 2021 and pending in Superior Court of the State of California, County of Sacramento.
- 1.2. "Administrator" means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with approval of the Settlement.
- 1.4. "Aggrieved Employee" means a person employed by BASALITE in California and classified as a non-exempt employee who worked for BASALITE during the PAGA Period.
- 1.5. "Aggrieved Employee Data" means Aggrieved Employee identifying information in BASALITE's possession including the Aggrieved Employee's name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.6. "Aggrieved Employee Address Search" means the Administrator's investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.
- 1.7. "Court" means the Superior Court of California, County of Los Angeles.

- 1.8. "Defense Counsel" means PALMER KAZANJIAN WOHL HODSON 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 day the Court enters Judgment.
- 1.10. "Gross Settlement Amount" means \$190,000.00 which is the total amount BASALITE 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.
- 1.11. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.12. "Judgment" means the judgment entered by the Court based upon the Order granting Approval of the Settlement.
- 1.13. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code § 2699(i).
- 1.14. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code § 2699(i).
- 1.15. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.
- 1.16. "PAGA Counsel" means Moon & Yang, APC, the attorneys representing Plaintiffs in the Action.
- 1.17. "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

- 1.18. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for BASALITE for at least one day during the PAGA Period.
- 1.19. "PAGA Period" means the period from July 18, 2020 through the earlier of October 31, 2022 or the date of entry of order for PAGA settlement approval.
- 1.20. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).
- 1.21. "PAGA Notice" means Plaintiff Brennan's July 18, 2021 letter to BASALITE and the LWDA providing notice pursuant to Labor Code § 2699.3(a) and Plaintiff Estrada's December 24, 2021 letter to BASALITE and the LWDA providing notice pursuant to Labor Code § 2699.3(a).
- 1.22. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to LWDA in settlement of PAGA claims.
- 1.23. "Plaintiffs" mean James Brennan and Gabriela Estrada, the named plaintiffs in the Action.
- 1.24. "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.25. "Released PAGA Claims" means the claims being released as described in Paragraph 5 below.
- 1.26. "Released Parties" means: BASALITE and each of its former and present directors, officers, managerial employees, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.
- 1.27. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.
- 1.28. "BASALITE" means named Defendant Basalite Building Products, LLC.

2. RECITALS.

- 2.1. On July 20, 2021, Plaintiff Brennan commenced this Action by filing a Complaint alleging causes of action against BASALITE for (1) failure to provide meal periods (Lab. Code §§ 204, 223, 226.7, 512 and 1198 and Wage Order); (2) failure to provide rest periods (Lab.

Code §§ 204, 223, 226.7 and 1198 and Wage Order); (3) failure to pay all hourly wages (Lab. Code §§ 223, 510, 1194, 1194.2, 1197, 1997.1 and 1198 and Wage Order as to minimum wage), including both minimum wage, straight time and overtime; (4) failure to maintain and provide accurate itemized wage statements (Lab. Code §§ 226(a) and 1174); (5) failure to timely pay all wages and final wages (Lab. Code §§ 201, 202, 203, 204 and 210); (6) failure to indemnify necessary business expenses (Lab. Code § 2802); and (7) unfair competition (Bus. & Prof. Code §§ 17200 et seq.). On October 8, 2021, Plaintiff filed a First Amended Complaint alleging an additional cause of action against BASALITE for violation of PAGA. Plaintiff Brennan then dismissed causes of action one through eight, leaving on the cause of action for violation of PAGA. On or about March 30, 2022, Plaintiffs filed a Second Amended Complaint alleging only a cause of action for violation of PAGA. The Second Amended Complaint is the operative complaint in the Action (the "Operative Complaint.") BASALITE 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.

2.2. Pursuant to Labor Code § 2699.3(a), Plaintiffs gave timely written notice to BASALITE and the LWDA by sending the PAGA Notices.

2.3. On May 19, 2022, the Parties participated in an all-day mediation presided over by Steve Serratore, Esq., which led to this Agreement to settle the Action.

2.4. Prior to mediation, Plaintiffs obtained, through informal discovery, policy documents and pay and timekeeping data necessary to evaluate potential penalties, including sufficient data to project violations rates with a high level of accuracy.

2.5. The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. **MONETARY TERMS.**

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below,

1 BASALITE promises to pay \$190,000.00 and no more as the Gross Settlement Amount.
2 BASALITE has no obligation to pay the Gross Settlement Amount prior to the deadline
3 stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross
4 Settlement Amount without asking or requiring Aggrieved Employees to submit any claim
5 as a condition of payment. None of the Gross Settlement Amount will revert to
6 BASALITE.

7 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the
8 following payments from the Gross Settlement Amount, in the amounts specified by the
9 Court in the Final Approval:

10 3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 35%, which
11 is currently estimated to be \$66,500.00 and a PAGA Counsel Litigation Expenses
12 Payment of not more than \$17,500.00. BASALITE will not oppose requests for
13 these payments provided that do not exceed these amounts. Plaintiffs and/or
14 PAGA Counsel will file an application or motion for PAGA Counsel Fees
15 Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA
16 Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less
17 than the amounts requested, the Administrator will allocate the remainder to the
18 Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel
19 or any other Plaintiff's Counsel arising from any claim to any portion any PAGA
20 Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The
21 Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel
22 Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes
23 full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment
24 and the PAGA Counsel Litigation Expenses Payment and holds BASALITE
25 harmless, and indemnifies BASALITE, from any dispute or controversy regarding
26 any division or sharing of any of these Payments.

27 3.2.2. To the Administrator: An Administrator Expenses Payment not to exceed
28 \$15,000.00 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 \$15,000.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.3. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of at least \$91,000.00 to be paid from the Gross Settlement Amount, with 75% (no less than \$68,250.00) allocated to the LWDA PAGA Payment and 25% (no less than \$22,750.00) allocated to the Individual PAGA Payments.

3.2.3.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (no less than \$22,750.00) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, BASALITE estimates there are approximately 370 Aggrieved Employees who worked a total 13,000 PAGA Pay Periods.

4.2. Aggrieved Employee Data. Within 14 days, BASALITE will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved

1 Employee Data to Administrator employees who need access to the Aggrieved Employee
2 Data to effect and perform under this Agreement. BASALITE has a continuing duty to
3 immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data
4 omitted employee identifying information and to provide corrected or updated Aggrieved
5 Employee Data as soon as reasonably feasible. Without any extension of the deadline by
6 which BASALITE must send the Aggrieved Employee Data to the Administrator, the
7 Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or
8 otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

9 4.3. Funding of Gross Settlement Amount. BASALITE shall fully fund the Gross Settlement
10 Amount by transmitting the funds to the Administrator no later than 14 days after the
11 Effective Date.

12 4.4. Payments from the Gross Settlement Amount. Within 14 days after BASALITE funds the
13 Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA
14 Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA
15 Counsel Fee Payment, and the PAGA Counsel Litigation Expenses Payment.
16 Disbursement of the PAGA Counsel Fee Payment and the PAGA Counsel Litigation
17 Expenses Payment shall not precede disbursement of Individual PAGA Payments.

18 4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send
19 them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The
20 face of each check shall prominently state the date (not less than 180 days after the
21 date of mailing) when the check will be voided. The Administrator will cancel all
22 checks not cashed by the void date. Before mailing any checks, the Settlement
23 Administrator must update the recipients' mailing addresses using the National
24 Change of Address Database.

25 4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all
26 Aggrieved Employees whose checks are returned undelivered without USPS
27 forwarding address. Within seven days of receiving a returned check the
28 Administrator must re-mail checks to the USPS forwarding address provided or to

1 an address ascertained through the Aggrieved Employee Address Search. The
2 Administrator need not take further steps to deliver checks to Aggrieved
3 Employees whose re-mailed checks are returned as undelivered. The Administrator
4 shall promptly send a replacement check to any Aggrieved Employee whose
5 original check was lost or misplaced, requested by the Aggrieved Employee prior
6 to the void date.

7 4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed
8 and cancelled after the void date, the Administrator shall transmit the funds
9 represented by such checks to the California Controller's Unclaimed Property Fund
10 in the name of the Aggrieved Employee.

11 4.4.4. The payment of Individual PAGA Payments shall not obligate BASALITE to
12 confer any additional benefits or make any additional payments to the Aggrieved
13 Employees (such as 401(k) contributions or bonuses) beyond those specified in this
14 Agreement.

15
16 **5. RELEASES OF CLAIMS.**

17 Effective on the date when BASALITE fully funds the entire Gross Settlement Amount, Plaintiffs and
18 PAGA Counsel will release claims against all Released Parties as follows:

19 5.1. Plaintiffs' Releases.

20 5.1.1. Scope of Plaintiffs' Releases. Each Plaintiff shall provide a general release set
21 forth in a separate, individual settlement agreement.

22 5.1.2. Plaintiffs' Waivers of Rights Under California Civil Code § 1542. In separate,
23 individual settlement agreements, Plaintiffs shall waive the provision of Section
24 1542 of the California Civil Code as part of their individual releases.

25 5.2. Release by Aggrieved Employees: All Aggrieved Employees are deemed to release, on
26 behalf of themselves and their respective former and present representatives, agents,
27 attorneys, heirs, administrators, successors, and assigns, the Released Parties from all
28 claims for PAGA penalties that were alleged, or reasonably could have been alleged, based

on the PAGA Period facts stated in the Operative Complaint and the PAGA Notices.

- 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 Notices.

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. 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 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 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 § 2699.3(a)), Operative Complaint (Labor Code § 2699(l)(1)), this Agreement (Labor Code § 2699(l)(2)); and (iv) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiffs and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

- 6.2. Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than 30 days after the full execution of this Agreement and, if

1 necessary, obtaining a prompt hearing date for the motion and appearing in Court to
2 advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's
3 Order granting approval to the Administrator.

- 4 6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or
5 motion for approval of this Settlement and/or the supporting declarations and documents,
6 PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the
7 Parties by meeting in person or by telephone, and in good faith, to resolve the
8 disagreement. If the Court does not grant the motion for approval of this Settlement or
9 conditions its approval on any material change to this Agreement, PAGA Counsel and
10 Defense Counsel will expeditiously work together on behalf of the Parties by meeting in
11 person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy
12 the Court's concerns.

13
14 **7. SETTLEMENT ADMINISTRATION.**

- 15 7.1. Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve
16 as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc.
17 agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in
18 this Agreement in exchange for payment of Administration Expenses. The Parties and
19 their Counsel represent that they have no interest or relationship, financial or otherwise,
20 with the Administrator other than a professional relationship arising out of prior
21 experiences administering settlements.
- 22 7.2. Employer Identification Number. The Administrator shall have and use its own Employer
23 Identification Number for purposes of calculating payroll tax withholdings and providing
24 reports state and federal tax authorities.
- 25 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets
26 the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation §
27 468B-1.
- 28 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, BASALITE estimates that, as of the date of this Settlement Agreement, (1) there are 370 Aggrieved Employees who worked 13,000.00 Pay Periods during the PAGA Period. If the number of actual pay periods during the PAGA period exceeds 14,300 pay periods, Defendant will have an option of either: a. increasing the Gross Settlement Amount by a pro-rata dollar value equal to the number of pay periods in excess of 14,300 pay periods; or b. ending the PAGA Period on the first date the number of pay periods exceeds 14,300.

9. CONTINUING JURISDICTION AND WAIVER OF RIGHT TO APPEAL.

9.1. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

9.2. 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.

1 **10. ADDITIONAL PROVISIONS.**

2 10.1. No Admission of Liability or Representative Manageability for Other Purposes. This
3 Agreement represents a compromise and settlement of highly disputed claims. Nothing in
4 this Agreement is intended or should be construed as an admission by BASALITE that any
5 of the allegations in the Operative Complaint have merit or that BASALITE has any
6 liability for any claims asserted; nor should it be intended or construed as an admission by
7 Plaintiffs that BASALITE's defenses in the Action have merit. The Parties agree that
8 representative treatment is for purposes of this Settlement only. If, for any reason the Court
9 does not approve this Settlement, BASALITE reserves all available defenses to the claims
10 in the Action, and Plaintiffs reserve the right to contest BASALITE's defenses. The
11 Settlement, this Agreement and Parties' willingness to settle the Action will have no
12 bearing on, and will not be admissible in connection with, any litigation (except for
13 proceedings to enforce or effectuate the Settlement and this Agreement).

14 10.2. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
15 together with its attached exhibits shall constitute the entire agreement between the Parties
16 relating to the Settlement, superseding any and all oral representations, warranties,
17 covenants, or inducements made to or by any Party.

18 10.3. Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and
19 represent that they are authorized by Plaintiffs and BASALITE, respectively, to take all
20 appropriate action required or permitted to be taken by such Parties pursuant to this
21 Agreement to effectuate its terms, and to execute any other documents reasonably required
22 to effectuate the terms of this Agreement including any amendments to this Agreement.

23 10.4. Cooperation. The Parties and their counsel will cooperate with each other and use their
24 best efforts, in good faith, to implement the Settlement by, among other things, modifying
25 the Settlement Agreement, submitting supplemental evidence and supplementing points
26 and authorities as requested by the Court. In the event the Parties are unable to agree upon
27 the form or content of any document necessary to implement the Settlement, or on any
28 modification of the Agreement that may become necessary to implement the Settlement,

1 the Parties will seek the assistance of a mediator and/or the Court for resolution.

2 10.5. No Prior Assignments. The Parties separately represent and warrant that they have not
3 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
4 encumber to any person or entity and portion of any liability, claim, demand, action, cause
5 of action, or right released and discharged by the Party in this Settlement.

6 10.6. No Tax Advice. Neither Plaintiffs, PAGA Counsel, BASALITE nor Defense Counsel are
7 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be
8 relied upon as such within the meaning of United States Treasury Department Circular 230
9 (31 CFR Part 10, as amended) or otherwise.

10 10.7. Modification of Agreement. This Agreement, and all parts of it, may be amended,
11 modified, changed, or waived only by an express written instrument signed by all Parties
12 or their representatives, and approved by the Court.

13 10.8. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the
14 benefit of, the successors of each of the Parties.

15 10.9. Applicable Law. All terms and conditions of this Agreement and its exhibits will be
16 governed by and interpreted according to the internal laws of the state of California,
17 without regard to conflict of law principles.

18 10.10. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of
19 this Agreement. This Agreement will not be construed against any Party on the basis that
20 the Party was the drafter or participated in the drafting.

21 10.11. Confidentiality. To the extent permitted by law, all agreements made, and orders entered
22 during Action and in this Agreement relating to the confidentiality of information shall
23 survive the execution of this Agreement.

24 10.12. Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel
25 pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data
26 provided to PAGA Counsel by BASALITE in connection with the mediation, other
27 settlement negotiations, or in connection with the Settlement, may be used only with
28 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 Aggrieved Employee Data received from BASALITE unless, prior to the Administrator's payment of all Settlement Funds, BASALITE makes a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.

10.13. 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.

10.14. 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:

Kane Moon
H. Scott Leviant
scott.leviant@moonyanglaw.com
Mariam Ghazaryan
mariam.ghazaryan@moonyanglaw.com
MOON & YANG, APC
1055 W. Seventh St., Suite 1880
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125

To BASALITE:

Larry M. Kazanjian
lkazanjian@pkwhlaw.com
Corina Johnson
cjohnson@pkwhlaw.com
PALMER KAZANJIAN WOHL HODSON LLP

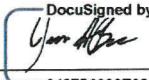
2277 Fair Oaks Blvd., Suite 445
 Sacramento, CA 95825
 Telephone: (310) 312-2000
 Facsimile: (310) 312-3100

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 and contents of this Agreement.

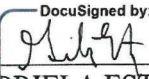
10.17. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure § 583.330 to extend the date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

Plaintiffs:

Dated: October 11, 2022

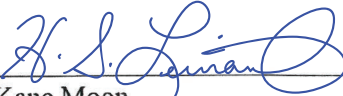
DocuSigned by:

 By: _____
 JAMES BRENNAN

Dated: October 11, 2022

DocuSigned by:

 By: _____
 GABRIELA ESTRADA

Plaintiff's Counsel:

Dated: October 12, 2022

MOON & YANG, APC
 By:  _____
 Kane Moon
 H. Scott Leviant
 Mariam Ghazaryan
 Attorneys for Plaintiff

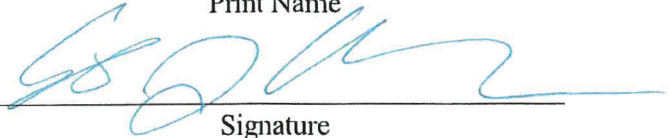
1 **Defendant:**

2 Dated: October __, 2022

BASALITE BUILDING PRODUCTS, LLC

3 By: Erik J. Absalon

4 Print Name

5 

6 Signature

7 President

8 Title

9
10 **Defendant's Counsel:**

11 Dated: October 12, 2022

PALMER KAZANJIAN WOHL HODSON LLP

12
13 By: 

14 Larry Kazanjian

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