

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Dexter Green (“Plaintiff”) and defendants OSL Retail Services Corp. and OSL Retail Services California LLC (“Defendants”). The Agreement refers to Plaintiff and Defendants collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means Plaintiff’s PAGA lawsuit alleging wage and hour violations against Defendants captioned *Dexter Green v. OSL Retail Services Corp. and OSL Retail Services California LLC* (Case No. 34-2022-00316065) initiated on February 25, 2022 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 PAGA Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.
- 1.4. “PAGA Group” means all individuals who worked for Defendants, or either of them, as non-exempt employees in California at any time during the PAGA Period. To be included in the PAGA Group, individuals must have worked at least one day for Defendants (or either of them) in California during the PAGA Period, as determined from Defendants’ payroll and employment records. For the avoidance of doubt, individuals who were hired but never worked or received any wages are not part of the PAGA Group.
- 1.5. “PAGA Group Data” means identifying information of members of the PAGA Group in Defendants’ possession including the PAGA Group Member’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.6. “PAGA Group Member Address Search” means the Administrator’s investigation and search for current PAGA Group members’ 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 PAGA Group members.

- 1.7. "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.8. "Court" means the Superior Court of California, County of Sacramento.
- 1.9. "Defendants" means named defendants OSL Retail Services Corp. and OSL Retail Services California LLC.
- 1.10. "Defense Counsel" means Philippe A. Lebel, Anthony J. Oncidi, and Sehreen Ladak of Proskauer Rose LLP.
- 1.11. "Effective Date" means the date on which all of the following events have occurred: (i) this Settlement Agreement has been executed by Plaintiff, Defendants, Plaintiff's Counsel, and Defendants' Counsel; (ii) Notice of the Settlement has been sent to the LWDA; (iii) the Court has approved the Settlement; (iv) the Court has entered the Court's Final Order and Judgment; and (v) the later of the following events: (A) when the period for filing any appeal, writ, or other appellate proceeding opposing approval of the settlement and judgment has elapsed without any appeal, writ, or other appellate proceeding having been filed; (B) when any appeal, writ, or other appellate proceeding opposing the settlement has been dismissed finally and conclusively with no right to pursue further remedies or relief; or (C) when any appeal, writ, or other appellate proceeding has upheld the Court's Final Order and Judgment with no right to pursue further remedies or relief.
- 1.12. "Gross PAGA Settlement Amount" means the total sum of Five Hundred Fifty-Seven Thousand One Hundred Dollars and Zero Cents (\$557,100.00) which is the maximum amount Defendants agree to pay under the Settlement, except as provided in paragraph 8 below. The Gross PAGA Settlement Amount will be used to satisfy all of Defendants' liabilities arising from this Settlement, including to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator Expenses.
- 1.13. "Individual PAGA Payment" means each PAGA Group member's pro rata share of the Twenty-Five Percent (25%) of the PAGA Payment calculated according to the number of PAGA Pay Periods a member of the PAGA Group worked during the PAGA Period.
- 1.14. "Judgment" means the judgment entered by the Court based upon the Approval Order.

- 1.15. "LWDA" means the California Labor and Workforce Development Agency.
- 1.16. "LWDA PAGA Payment" means the Seventy-Five Percent (75%) of the PAGA Payment paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.17. "Notice" means the Notice of PAGA Settlement, which shall be subject to Court approval and which the Settlement Administrator shall mail to each member of the PAGA Group at their last known address explaining the terms of this Agreement and the Settlement. The form of the proposed Notice is attached to this Agreement as **Exhibit A**.
- 1.18. "PAGA" means the Labor Code Private Attorneys General Act (Cal. Lab. Code §§ 2698. *et seq.*).
- 1.19. "PAGA Counsel" means Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, and Nicholas J. De Blouw of the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP, the attorneys representing the Plaintiff in the Action.
- 1.20. "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.
- 1.21. "PAGA Notice" means Plaintiff's November 8, 2021 letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.22. "PAGA Payment" means the Gross PAGA Settlement Amount, less the following payments in the amounts approved by the Court: (a) PAGA Counsel Fees Payment, (b) PAGA Counsel Litigation Expenses Payment, and (c) Administration Expenses Payment.
- 1.23. "PAGA Pay Period" means any Pay Period during which a member of the PAGA Group worked for Defendants, or either of them, for at least one day during the PAGA Period.
- 1.24. "PAGA Period" means the period from February 25, 2021 to May 23, 2024.
- 1.25. "Plaintiff" means Dexter Green, the named plaintiff in the Action.
- 1.26. "Released PAGA Claims" means the claims being released by the Plaintiff and

PAGA Group and as described in Paragraph 5.2 below.

- 1.27. “Released Parties” means Defendants and their respective present, former, or future parents, subsidiaries, owners, officers, members, directors, shareholders, partners, employees, insurers, successors, predecessors, contractors, assigns, and managing agents; and any and all agents, legal representatives, and/or attorneys.
- 1.28. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS

- 2.1. On February 25, 2022, Plaintiff Green commenced the Action by filing a Representative Action Complaint against Defendants alleging a single cause of action for recovery of civil penalties for violation of the PAGA. The Representative Action Complaint is the operative complaint in the Action (the “Operative Complaint”). Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in the Operative Complaint, and deny any and all liability for the causes of action alleged.
- 2.2. In addition to the Gross PAGA Settlement Amount, Defendants have agreed to separately settle Plaintiff’s individual claims pursuant to a separate confidential Individual Settlement Agreement (“Individual Settlement”). Plaintiff’s individual claims were not at issue in the Action and exist independent and apart from the PAGA claims at issue in the Action. If the Court and/or the LWDA requires the Parties to submit the terms of Plaintiff’s Individual Settlement Agreement to obtain approval of the PAGA Settlement in the Action, the Parties agree that the terms of Plaintiff’s Individual Settlement Agreement will only be submitted under seal or disclosed to the Court and/or LWDA in some other way to ensure that the Individual Settlement amount is not disclosed publicly.
- 2.3. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendants and the LWDA by sending the PAGA Notice.
- 2.4. On May 23, 2024, the Parties participated in an all-day mediation presided over by Deborah Crandall Saxe, Esq. which led to this Agreement to settle the Action.
- 2.5. Prior to mediation, Plaintiff obtained, through informal discovery, documents relating to Defendants’ policies, practices, and procedures regarding paying non-exempt employees for all hours worked, overtime, meal and rest period policies, payroll and operations policies, and more.

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

3. MONETARY TERMS.

3.1. Gross PAGA Settlement Amount. Except as otherwise expressly provided in paragraph 8 below, Defendants promise to pay a total amount of Five Hundred Fifty-Seven Thousand One Hundred Dollars and No Cents (\$557,100.00) and no more as the Gross PAGA Settlement Amount. The Gross PAGA Settlement Amount shall be used to satisfy all of Defendants' liabilities arising from this Settlement, including the Individual PAGA Payments to the PAGA Group members, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. Defendants have no obligation to pay the Gross PAGA Settlement Amount prior to the deadline stated in Paragraph 6.1 of this Agreement. The Administrator will disburse the entire Gross PAGA Settlement Amount without asking or requiring members of the PAGA Group to submit any claim as a condition of payment. The Gross PAGA Settlement Amount shall be all-in and none of the Gross PAGA Settlement Amount will revert to Defendants.

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

3.2.1 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third (1/3) of the Gross PAGA Settlement Amount which is currently estimated to be One Hundred Eighty-Five Thousand Seven Hundred Dollars and No Cents (\$185,700.00) and PAGA Counsel Litigation Expenses Payment of not more than \$30,000. Defendants will not oppose requests for Court approval of these payments in these amounts 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, it shall not affect the Settlement and the Administrator will allocate any portions of either payment not approved by the Court to the PAGA Payment. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion of 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 and will report such payments 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 Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2 To the Administrator: An Administrator Expenses Payment not to exceed \$5,850 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 \$5,850, the Administrator shall allocate the remainder to the PAGA Payment.

3.2.3 To the LWDA and PAGA Group members: PAGA Payment in the amount of not less than \$335,550 to be paid from the Gross PAGA Settlement Amount, with 75% (no less than \$251,662.50) allocated to the LWDA PAGA Payment and 25% (no less than \$83,887.50) allocated to the Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the PAGA Group members' 25% share of PAGA Payment by the total number of PAGA Period Pay Periods worked by all PAGA Group members during the PAGA Period and (b) multiplying the result by each PAGA Group member's PAGA Pay Periods. Members of the PAGA Group assume full responsibility and liability for any taxes owed on their Individual PAGA Payments. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms. PAGA Group members may not opt out of this PAGA Settlement.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. PAGA Group Pay Periods. Based on a review of its records to date, Defendants estimate there are 750 members of the PAGA Group who worked a total of 5,571 pay periods during the PAGA Period.

4.2. PAGA Group Data. Within fifteen (15) calendar days of the Effective Date, Defendants will simultaneously deliver the PAGA Group Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect PAGA Group members' privacy rights, the Administrator must maintain the PAGA Group Data in confidence, use the PAGA Group Data only for purposes of this Settlement and for no other purpose, and restrict access to the PAGA Group Data to Administrator employees who need access to the PAGA Group Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify PAGA Counsel if they discover that the PAGA Group Data omitted employee identifying information and to provide corrected or updated PAGA Group Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants

must send the PAGA Group 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 PAGA Group Data.

- 4.3. Funding of Gross PAGA Settlement Amount. Defendants shall fully fund the Gross PAGA Settlement Amount by transmitting the funds to the Administrator within ten (10) calendar days of the Effective Date.
- 4.4. Payments from the Gross PAGA Settlement Amount. Within fourteen (14) calendar days after Defendants fund the Gross PAGA Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, and the PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.
 - 4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the members of the PAGA Group via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the void date, which is 180 calendar days after the date of mailing. The Administrator will cancel all checks not cashed or deposited by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
 - 4.4.2. The Administrator must conduct a PAGA Group Address Search for all members of the PAGA Group whose checks are returned undelivered without USPS forwarding address. Within seven (7) calendar 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 PAGA Group Address Search. The Administrator need not take further steps to deliver checks to members of the PAGA Group whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any members of the PAGA Group whose original check was lost or misplaced, requested by the PAGA Group member prior to the void date.
 - 4.4.3. For any member of the PAGA Group whose Individual PAGA Payment check is uncashed/undeposited and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California State Controller's Office Unclaimed Property Fund in the name of the individual who failed to cash/deposit their check.

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

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

5.1. Plaintiff's Release. Plaintiff and his 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 ("Plaintiff's Release"). Plaintiff's 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, claims that cannot be released as a matter of law, or based on occurrences outside the PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. Plaintiff's release of claims include all claims, whether known or unknown up to and including the end of the PAGA Period. Even if Plaintiff discovers facts in addition to or different from those that he now knows or believes to be true with respect to the subject matter of Plaintiff's released claims, those claims will remain released and forever barred. Thus, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits 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 PAGA Group members:

All members of the PAGA Group 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 "Released PAGA Claims." "Released PAGA Claims" means any representative PAGA claim on behalf of the LWDA and/or any individual PAGA claim that was alleged in the Operative Complaint and/or the PAGA Notice, or that could have been alleged in the Operative Complaint and/or the LWDA Notice, based upon or arising out of the facts and/or claims alleged in the Operative Complaint or in the PAGA Notice from the beginning of time up to and including the end of the PAGA Period.

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. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. The Parties agree to cooperate in the filing of a motion for approval of this Settlement.

- 6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of PAGA Group 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 PAGA Group members or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel, or Defense Counsel; (iii) a signed declaration from PAGA Counsel attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (iv) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (v) all facts relevant to any actual or potential conflict of interest with PAGA

Group members and/or the Administrator. In their declarations, Plaintiff 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 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 sixty (60) calendar days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's 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 motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns. If, after the Parties have exhausted all good faith efforts to obtain approval of the Settlement, the Court declines to approve the Settlement, the entire Agreement is deemed void and unenforceable as if no settlement of any claim were ever reached.

7. SETTLEMENT ADMINISTRATION.

- 7.1. Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.

7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

7.4. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. **PAGA GROUP SIZE ESTIMATES and ESCALATOR CLAUSE.** Based on its records, Defendants estimate that, as of the date of this Settlement Agreement, (1) there are 750 members of the PAGA Group who worked 5,571 Pay Periods during the PAGA Period. Defense Counsel (or other authorized representation for Defendants) will verify the number of PAGA Pay Periods in a declaration under penalty of perjury prior to the filing of the motion for approval of the Settlement. If it is determined that the number of PAGA Pay Periods exceeds 6,128 (5,571, plus 10% of 5,571), then Defendants may elect to either (A) end the PAGA Period on the date on which the number of pay periods reached 6,128, or (B) increase the Gross PAGA Settlement Amount in proportion to the increased percentage – for example, if such increase in workweeks is 12% over 5,571 pay periods, the Gross PAGA Settlement Amount will increase by 2%.

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

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

10. ADDITIONAL PROVISIONS.

10.1 No Admission of Liability or Representative Manageability for Other Purposes.

This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. Defendants expressly deny all liability for any wrongdoing alleged by Plaintiff. If, for any reason the Court does not approve this Settlement, Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendants' defenses. The Settlement, this Agreement, and the 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 of the Action, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

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

10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of the mediator, Deborah Crandall Saxe, Esq., for resolution.

10.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported

to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

- 10.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendants 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 No Publicity. Neither Plaintiff nor PAGA Counsel shall issue a press release, hold a press conference, publish information about the Settlement on any website or social media, respond to any press inquiries, or otherwise publicize the Settlement.
- 10.12 Use and Return of PAGA Group Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff and PAGA Counsel shall destroy all paper and electronic versions of PAGA Group Data received from Defendants unless, prior to the Administrator's payment of all Settlement Funds, Defendants makes a written request to PAGA Counsel for the return, rather than the destruction, of PAGA Group 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 Plaintiff: Norman Blumenthal
 norm@bamlawca.com
 Kyle R. Nordrehaug
 kyle@bamlawca.com
 Aparajit Bhowmik
 aj@bamlawca.com
 Nicholas J. De Blouw
 deblouw@bamlawca.com
 Blumenthal Nordrehaug Bhowmik De Blouw LLP
 2255 Calle Clara
 La Jolla, California 92037
 Phone: (858) 551-1223
 Facsimile: (858) 551-1232

To Defendants: PROSKAUER ROSE, LLP
 Anthony J. Oncidi
 aoncidi@proskauer.com
 Philippe A. Lebel
 plebel@proskauer.com
 Sehreen Ladak
 sladak@proskauer.com
 2029 Century Park East, 24th Floor
 Los Angeles, CA 90067
 Telephone: (310) 557-2900
 Facsimile: (310) 557-2193

- 10.16 Execution in Counterparts. This Settlement Agreement is subject only to the execution of all Parties. However, this Agreement may be executed in one or

more counterparts by facsimile, electronic signature, or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.17 Court Filings. The Parties agree not to object to any Court filings consistent with this Agreement.

10.18 No Other Pending Claims. Plaintiff represents that he does not have any other pending claims, complaints, charges, or lawsuits of any kind whatsoever with any court, governmental agency, or other regulatory body with respect to any matter arising out of his employment with Defendants, or otherwise related to Defendants

10.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement and obtain Court approval of the Settlement. 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. In the event the settlement is not finally approved, or is terminated, cancelled, or fails to become effective for any reason, the Parties shall revert back to their respective positions as of before entering into the settlement. The Parties shall cooperate in good faith to secure a court order staying the Action and all deadlines, pending implementation of the settlement. If the Court denies approval of the settlement, the Parties will resume litigation.

10.20 Disputed Claims. If there is a dispute regarding the number of PAGA Pay Periods worked by any PAGA Group member, Defendants' records will be presumed accurate. If an individual disputes Defendants' records, he or she will have the burden of proof to establish otherwise with documentary evidence.

11. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: Oct 1, 2024

 Oct 1, 2024 02:45 PDT

Plaintiff Dexter Green

20 September 2024

Signed by:

A7254A0D98E142E...

Dated: _____

20 September 2024

Matthew Atlas
For Defendant OSL Retail Services Corp.

Signed by:

A7254A0D98E142E...

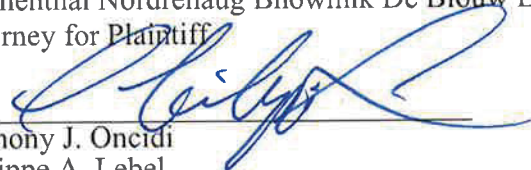
Dated: _____

Matthew Atlas
For Defendant OSL Retail Services California LLC

Dated: _____

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Dated: 10/2/24


Anthony J. Oncidi
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