

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Jimmy Lee Alexander, Jr. (“Plaintiff”) and Defendant Total Safety U.S., Inc., its affiliates and subsidiaries (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as a “Party.”

1. DEFINITIONS.

- 1.1. “Action” means Plaintiff’s lawsuit alleging wage and hour violations against Defendant captioned *Alexander v. Total Safety U.S., Inc.* initiated on April 28, 2022, and pending in the Superior Court of the State of California, County of Alameda (Case No. 22CV010594).
- 1.2. “Administrator” means the neutral entity the Parties will agree to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.
- 1.4. “Aggrieved Employee 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.
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendant’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” means all non-exempt employees who worked for Defendant in the State of California during the PAGA Period.
- 1.7. “Complaint” means the complaint filed on April 28, 2022, in this Action.
- 1.8. “Court” means the Superior Court of California, County of Alameda.
- 1.9. “Defense Counsel” means Jason S. Campbell and Zarouhi Papazyan of Winston & Strawn LLP.
- 1.10. “Effective Date” means the date by which both of the following have occurred: (a) the Court enters Judgment on the Settlement Approval Order and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (i) if there is an appeal of the Court’s Judgement, the date the order and judgement approving the settlement are affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for writ of certiorari; (ii) if a petition for writ of

certiorari is filed, the date of denial of the petition for writ of certiorari, or the date the order and judgment approving the settlement are affirmed pursuant to such petition; or (iii) if no appeal is filed, the expiration date of the time for filing or noticing any appeal of the order approving the settlement and/or entry of judgment.

- 1.11. "First Amended Complaint" means the First Amended Complaint filed in this action on July 13, 2022.
- 1.12. "Gross Settlement Amount" means \$280,000.00, which is the total amount Defendant 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, the Incentive Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator's Expenses Payment.
- 1.13. "Incentive Payment" means the payment to Plaintiff, separate from and in addition to his Individual PAGA Payment, and subject to approval by the Court, for his participation in representing the State of California and the Aggrieved Employees in this Action and for his general release of claims known and unknown as provided in Paragraph 5.1 below.
- 1.14. "Individual PAGA Payment" means each 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.
- 1.15. "Judgment" means the judgment entered by the Court based upon the Settlement Approval Order.
- 1.16. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.17. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.18. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: the Incentive Payment, 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.
- 1.19. "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.
- 1.20. "PAGA Counsel" or "Plaintiff's Counsel" means Mehrdad Bokhour of Bokhour Law Group, P.C. and Joshua S. Falakassa of Falakassa Law, P.C.
- 1.21. "PAGA Notice" means Plaintiff's April 28, 2021 written noticed submitted by PAGA Counsel on behalf of Plaintiff and the Aggrieved Employees to the LWDA, with a

copy sent to Defendant via U.S. Certified Mail, pursuant to California Labor Code section 2699.3, in which Plaintiff provided notice of the specific provisions of the California Labor Code alleged to have been violated by Defendant, including the facts and theories to support the alleged violations.

- 1.22. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.23. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employee and 75% to LWDA in settlement of PAGA claims.
- 1.24. "PAGA Period" means the period commencing on April 28, 2021 to January 13, 2024.
- 1.25. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698 *et seq.*).
- 1.26. "Plaintiff" means Jimmy Lee Alexander, Jr., the named plaintiff in the Action.
- 1.27. "Released PAGA Claims" means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5 below.
- 1.28. "Released Parties" means: Defendant, its parent or subsidiary corporations; each of its present, former, or future owners, officers, directors, shareholders, partners, employees, insurers, successors, predecessors, contractors, assigns, and managing agents; any and all agents, legal representatives and/or attorneys of all of the foregoing entities and individuals and any entities that Plaintiff, and/or any Aggrieved Employee may assert are joint employers with Total Safety U.S., Inc.
- 1.29. "Second Amended Complaint" means the Second Amended Complaint to be filed in this Action.
- 1.30. "Settlement Approval Order" means the order from the Court granting approval of the Settlement.
- 1.31. "Settlement" or "Settlement Agreement" means the agreement to settle the claims as set forth and embodied in this Agreement.

2. RECITALS.

- 2.1. On April 28, 2022, Plaintiff commenced this Action against Defendant by filing a class action Complaint alleging causes of action based on purported Labor Code violations. Plaintiff's Complaint claims that Defendant: failed to pay all minimum and overtime wages; failed to provide compliant meal and rest periods; failed to reimburse business expenses; failed to issue accurate itemized wage statements; failed to timely pay wages; and engaged in unfair competition.
- 2.2. On July 13, 2022, Plaintiff filed a First Amended Complaint, which added to the Complaint a claim for civil penalties pursuant to PAGA based on the same allegations

asserted in the Complaint. Plaintiff will file a Second Amended Complaint to allege a single cause of action for civil penalties pursuant to PAGA based on the same allegations asserted in the Complaint and PAGA Notice and all factual allegations and claims raised at mediation, including claims associated with failure to pay all overtime wages based on allegedly unlawful alternative workweek schedules

- 2.3. The Second Amended Complaint will be the operative complaint in the Action (hereinafter “Operative Complaint”).
- 2.4. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint, and denies any and all liability for the causes of action alleged.
- 2.5. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.
- 2.6. On October 13, 2023, the Parties participated in an all-day mediation presided over by the Hon. Michael Latin (Ret.), which led to this Agreement to settle the Action.
- 2.7. Prior to mediation, Plaintiff obtained, through informal discovery, (a) Defendant’s workplace policies and procedures relevant to the claims asserted in the Action and (b) data regarding the Aggrieved Employees to conduct an exposure analysis (including an estimate of the number of Aggrieved Employees; an estimate of the number of pay periods through the date of mediation; and a 25% sample of the Aggrieved Employees’ time data and corresponding pay records).
- 2.8. 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.
- 2.9. There has been no determination of the merits of the Action or Defendant’s defenses thereto. However, in order to avoid additional cost and the uncertainty of litigation, the Parties desire to resolve the released claims (as set forth in Paragraph 5) as of the date of the execution of this Settlement Agreement.

3. **TERMS.**

- 3.1. Gross Settlement Amount. Defendant promises to pay \$280,000.00 and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.2 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.
- 3.2. Amended Complaint and PAGA Notice Letter. In connection with this Settlement, Plaintiff shall file a Second Amended Complaint in the Action and submit an Amended PAGA Notice letter to the LWDA both in the form that will be attached to a joint stipulation to amend to be filed and approved by the Parties. The Second

Amended Complaint shall remove class-based allegations and any request for relief on a class-wide basis; the Second Amended Complaint and Amended PAGA Notice letter shall also include all the factual allegations and claims currently alleged in the First Amended Complaint and the original PAGA Notice letter submitted by the Plaintiff and all factual allegations and claims raised at mediation, including claims associated with failure to pay all overtime wages based on an allegedly unlawful alternative workweek schedules. The Parties agree that Defendant shall maintain any and all affirmative defenses but shall not be required to file an Answer or other responsive pleading to the Second Amended Complaint and that such agreement precludes Plaintiff from any right to: (a) obtain a default judgment against Defendant on the basis that Defendant did not respond to the Second Amended Complaint; (b) argue that Defendant waived any right to a demurrer or other challenge to the pleadings; and (c) argue that Defendant waived any affirmative defense. If the settlement does not obtain approval, Plaintiff will withdraw the Second Amended Complaint and Amended PAGA Notice letter and each will be void *ab initio*.

- 3.3. 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 its Settlement Approval Order:

- 3.3.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 1/3 of the Gross Settlement Amount and PAGA Counsel Litigation Expenses Payment of not more than \$20,000. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel 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 the Released Parties harmless, and indemnifies the Released Parties, from any dispute or controversy regarding any division or sharing of any of these Payments.
- 3.3.2. To the Administrator: An Administrator Expenses Payment not to exceed \$5,000 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 \$5,000, the Administrator will allocate the remainder to the Net Settlement Amount.

- 3.3.3. To Plaintiff: An Incentive Payment of \$10,000 to Plaintiff for his work in bringing this Action on behalf of the State of California and Aggrieved Employees, and for providing a general release of claims known and unknown as provided in Paragraph 5 below. To the extent the Court approves payment less than \$10,000, the Administrator will allocate the remainder to the Net Settlement Amount.
- 3.3.4. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$151,667 to be paid from the Gross Settlement Amount, with 75% (\$113,750.25) allocated to the LWDA PAGA Payment and 25% (\$37,916.75) allocated to the Individual PAGA Payments.
- 3.3.4.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$37,916.75) by the total number of PAGA Period Pay Periods 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.
- 3.3.4.2. 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 Data. Within 30 days of the Settlement Approval Order and Judgment, Defendant 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 Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.
- 4.2. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 7 calendar days after the Effective Date.

- 4.3. Payments from the Gross Settlement Amount. Within 7 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Incentive Payment to Plaintiff, the Administration Expenses Payment, and the PAGA Counsel Expenses Payment. Subject to Court approval, a cover letter explaining the Settlement shall accompany the Individual PAGA Payments. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.
- 4.3.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
- 4.3.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within seven days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.
- 4.3.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.
- 4.3.4. The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS.

Effective on the date when Defendant fully funds the entire Gross 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 – known or unknown – that occurred through the last day of the PAGA Period (“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, or workers' compensation benefits that arose at any time. 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 warrants and represents that Plaintiff has not assigned or transferred or purported to assign or transfer to any person or entity all or any part of or any interest in any claim released under this Settlement. Plaintiff is solely responsible for the satisfaction of any assignment or lien to any lien holder and will indemnify and hold the Released Parties harmless against any liens, damages, penalties, fines, fees, assessments, taxes or attorneys' fees that may be imposed against or incurred by any of the Released Parties as a result of the Action of any lien holder or any lien claimant or any court in relation to any interest which any third party may have in any claim which Plaintiff is releasing under this Settlement Agreement or any interest in any of the proceeds paid to Plaintiff or PAGA Counsel under this Settlement Agreement.

5.1.2. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes 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 Aggrieved Employees:

All 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 or causes of action for civil penalties pursuant to PAGA, whether known or unknown, that Plaintiff or any Aggrieved Employee had, now has, has asserted, or may hereafter assert against Defendant or any Released Parties that are based on, or arise from, the factual allegations in the Operative Complaint, PAGA Notice, or Amended PAGA Notice during the PAGA Period, including claims for violation(s) of California Labor Code sections 201 through 204, 210, 221, 226(a), 226(e), 226.3, 226.7, 227.3, 246, 256, 510, 511, 512, 516, 558, 1174, 1174.4, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698 *et seq.*, 2699 *et seq.*, and 2800-2802 and any applicable IWC Wage Order, and any and all claims from attorneys' fees and costs and statutory interest associated with the aforementioned claims.

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 jointly prepare and file an application or motion for approval of this Settlement.

- 6.1. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Settlement Approval Order and entry of Judgment; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (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, 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. PAGA Counsel shall provide Defense Counsel a draft motion for approval for review and comment no later than five business days before filing.
- 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 60 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 Settlement Approval Order and Judgment 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.

7. SETTLEMENT ADMINISTRATION.

- 7.1. Selection of Administrator. The Parties will jointly select a qualified third party settlement administrator to serve as the Administrator and will verify that, as a condition of appointment, the administrator 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 will 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. AGGRIEVED EMPLOYEE SIZE ESTIMATES.

- 8.1. Defendant represents that the total number of pay periods worked by Aggrieved Employees from the beginning of the PAGA Period through October 13, 2023 is 3,505. If the total number of pay periods through October 13, 2023 exceeds the pay period count by 10% or more (e.g., pay period count x 1.10), the Gross Settlement Amount shall increase proportionately for each additional pay period over the foregoing pay period count listed.

9. 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.

- 9.1. 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 Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant'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, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant'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 Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 10.4. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 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 Plaintiff, PAGA Counsel, Defendant 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 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 Defendant 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 shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendant unless, prior to the Administrator's payment of all Settlement Funds, Defendant 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 Plaintiff:

Mehrdad Bokhour
BOKHOUR LAW GROUP, P.C.
1901 Avenue of the Stars, Suite 450
Los Angeles, CA 90067

Joshua S. Falakassa
FALAKASSA LAW, P.C.
1901 Avenue of the Stars, Suite 450
Los Angeles, California 90067

To Defendant:

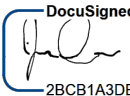
Jason S. Campbell
Zarouhi Papazyan
WINSTON & STRAWN LLP
333 S. Grand Avenue, 38th Floor
Los Angeles, CA 90071

- 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, including amending the operative pleading. 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.

HAVING ELECTED TO EXECUTE THIS SETTLEMENT AGREEMENT, TO FULFILL THE PROMISES AND TO RECEIVE THE CONSIDERATION SET FORTH ABOVE, PLAINTIFF AND DEFENDANT, FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTER INTO THIS SETTLEMENT AGREEMENT.

IN WITNESS THEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date(s) set forth below:

Dated: 12/26/2023

By:  2BCB1A3DBF9346C...
Jimmy Lee Alexander, Jr.
Individually and on behalf of the State of California
and Aggrieved Employees

TOTAL SAFETY U.S., INC.

Dated: _____

By: _____
Name: Will Frederking
Title: Chief Legal Officer

APPROVED AS TO FORM:

Dated: 12/26/2023

By:  15A628B2C5A149C...
Joshua Falakassa, Esq.
FALAKASSA LAW, PC
Attorneys for Plaintiff and the Aggrieved Employees

Dated: 12/26/2023

By:  D8D3643F271940F...
Mehrdad Bokhour, Esq.
BOKHOUR LAW GROUP, P.C.
Attorneys for Plaintiff and the Aggrieved Employees.

Dated: _____

By: _____
Jason S. Campbell, Esq.
WINSTON & STRAWN LLP
Attorneys for Defendant Total Safety U.S., Inc.

IN WITNESS THEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date(s) set forth below:

Dated: _____

By: _____
Jimmy Lee Alexander, Jr.
Individually and on behalf of the State of California
and Aggrieved Employees

TOTAL SAFETY U.S., INC.

Dated: 1/3/2024 _____

By: Will Frederking _____
Name: Will Frederking
Title: Chief Legal Officer

APPROVED AS TO FORM:

Dated: _____

By: _____
Joshua Falakassa, Esq.
FALAKASSA LAW, PC
Attorneys for Plaintiff and the Aggrieved Employees

Dated: _____

By: _____
Mehrddad Bokhour, Esq.
BOKHOUR LAW GROUP, P.C.
Attorneys for Plaintiff and the Aggrieved Employees.

Dated: 1/10/2024 _____

By: Jason Campbell _____
Jason S. Campbell, Esq.
WINSTON & STRAWN LLP
Attorneys for Defendant Total Safety U.S., Inc.