PRIVATE ATTORNEYS' GENERAL ACT SETTLEMENT AGREEMENT AND RELEASE

This Private Attorneys' General Act Settlement Agreement and Release ("Settlement Agreement," "Settlement" or "Agreement"), is entered into by and between **PLAINTIFF JON BRAYALL** ("Plaintiff"), on behalf of himself and as a representative of the State of California and the PAGA Members (as defined below), and **DEFENDANTS CASTLEWORKS HOME SERVICES COMPANY, AWHAP ACQUISITION CORP.,** and **AWHAP HOLDING CORP.** (hereinafter "Defendants") (collectively, the "Parties), subject to approval by the Court. This Agreement is intended to fully, finally and forever resolve, discharge and settle the PAGA Released Claims and Plaintiff's Released Claims, as defined herein, upon and subject to the terms and conditions of this Agreement.

I. RECITALS

A. WHEREAS, Plaintiff is a former employee of Defendant Castleworks Home Services Company, fka AWHAP Acquisition Corp. ("Castleworks"). Plaintiff was employed with Castleworks from approximately July 2018 until his resignation in December 2022;

B. WHEREAS, on March 3, 2023, Ferraro Vega Employment Lawyers ("PAGA Representative Group Counsel") submitted a letter to the California Labor and Workforce Development Agency ("LWDA") on behalf of Plaintiff to notify the LWDA that Plaintiff intended to seek civil penalties under the Private Attorneys' General Act of 2004, California Labor Code section 2698, *et seq.* ("PAGA"). Plaintiff alleged Defendants failed to pay for all hours worked, failed to pay minimum wages, failed to pay all overtime, failed to pay all paid sick leave, failed to pay meal and rest period premiums, failed to timely pay all wages owed during employment, failed to pay all wages upon separation of employment, failed to provide accurate and itemized wage statements, and failed to maintain accurate wage records. Plaintiff notified the LWDA of his intent to seek civil penalties under PAGA based on Defendants' alleged violation of California Labor Code sections 201 through 204, 204b, 210, 226, 226.3, 226.7, 246 through 248.7, 256, 510, 512, 516, 1174, 1194, 1197, 1198, and various IWC Wage Orders (the "PAGA Notice");

C. WHEREAS, on May 12, 2023, Plaintiff filed a Representative Action Complaint against Defendants entitled *Jon Brayall v. Castleworks Home Services Company, AWHAP Acquisition Corp., AWHAP Holding Corp., and Does 1 through 50, inclusive*, San Diego County Superior Court, Case No. 37-2023-00021278-CU-OE-CTL (the "Complaint"). Plaintiff's Complaint raised a single claim for Civil Penalties Under the Private Attorneys General Act, violation of Labor Code §§ 2698 *et seq.*;

D. WHEREAS, on July 12, 2023, Defendants filed their Answer to Plaintiff's Complaint;

E. WHEREAS, on April 23, 2025, the Parties attended a full day of mediation with Tripper Ortman, ultimately thereafter reaching an agreement to settle the Action (as defined below) in its entirety with the assistance of Mr. Ortman;

F. WHEREAS, this Settlement Agreement is made in compromise of disputed claims. Defendants make no admission of liability or any wrongdoing whatsoever;

G. WHEREAS, this Settlement Agreement is made for the sole purpose of settling the Action on a representative basis. In the event that the Court does not approve the Settlement Agreement, or a Judgment is not entered in this lawsuit, or the conditions precedent are not met for any reason, this Settlement Agreement shall be deemed null and void *ab initio*, it shall be of no force or effect whatsoever, it shall not be referred to or utilized for any purpose whatsoever, and the negotiations, terms and entry of the Agreement shall remain subject to the provisions of California Evidence Code sections 1119 and 1152, Rule 408 of the Federal Rules of Evidence and/or any other analogous rules of evidence that might apply.

II. DEFINITIONS

A. "Action" refers to the Complaint entitled *Jon Brayall v. Castleworks Home Services Company, AWHAP Acquisition Corp., AWHAP Holding Corp., and Does 1 through 50, inclusive*, San Diego County Superior Court, Case No. 37-2023-00021278-CU-OE-CTL.

B. "Court" refers to the Superior Court of the State of California for the County of San Diego.

C. "Compensable Pay Period" refers to each pay period during which a PAGA Member performed work from March 3, 2022 through April 23, 2025.

D. "Defense Counsel" refers to Jasmine L. Anderson, Esq. and Kyle P. O'Malley, Esq. of Fox Rothschild LLP.

E. "Effective Date" means the date of approval of the Settlement by the Court.

F. "Final Order" refers to the order of the Court approving this Settlement on substantially the terms provided herein or as the same may be modified by subsequent agreement of the Parties.

G. "Gross Settlement Amount" shall be the total amount which Defendants are obligated to pay under this Agreement, which is Four Hundred and Thirty-Five Thousand Dollars and Zero Cents ($435,000.00).

H. "Incentive Award" refers to the amount the Court authorizes to be paid to Plaintiff in recognition for his efforts and the risks associated with assisting in the litigation of the Action.

I. "Judgment" refers to the judgment entered by the Court in conjunction with the Final Order.

J. "LWDA" means the State of California Labor and Workforce Development Agency.

K. "Net Settlement Amount" refers to the Gross Settlement Amount, less (1) the PAGA Representative Group Counsel's attorney's fees as approved by the Court, (2) the PAGA Representative Group Counsel's litigation costs as approved by the Court, (3) the Incentive Award as approved by the Court, and (4) the costs and fees of the Settlement Administrator as approved by the Court. To the extent the Court does not approve the full requested amount of attorney's fees or litigation costs, the Incentive Award, and/or costs and fees of the Settlement Administrator, the Net Settlement Amount will increase accordingly.

L. "PAGA" refers to the Private Attorneys' General Act of 2004, California Labor Code section 2698, *et seq*.

M. "PAGA Notice" refers to the letter PAGA Representative Group Counsel sent the LWDA on March 3, 2023 to give notice of Plaintiff's intent to seek civil penalties under PAGA against Defendants.

N. "PAGA Payment Letter" refers to the letter that the Settlement Administrator will enclose with each PAGA Representative Group Penalty Payment (substantially in the form attached hereto as Exhibit A) as it may hereafter be modified by agreement of the Parties or order of the Court.

O. "PAGA Period" means March 3, 2022 through April 23, 2025.

P. "PAGA Representative Group" or "PAGA Members" consists of all individuals currently or formerly employed by Defendants in California as hourly, non-exempt employees during the PAGA Period.

Q. "PAGA Representative Group Counsel" refers to Nichola J. Ferraro, Esq. and Lauren N. Vega, Esq. of Ferraro Vega Employment Lawyers, Inc.

R. "PAGA Representative Group Penalty Payment" refers to the share of the Net Settlement Amount to which a PAGA Member is entitled to receive pursuant to this Settlement.

S. "Released Parties" means CASTLEWORKS HOME SERVICES COMPANY, AWHAP ACQUISITION CORP., and AWHAP HOLDING CORP. and each of them, and their respective present or former officers; agents; attorneys; employees; directors; parents; holding companies; subsidiaries; affiliated divisions and companies including, but not limited to, successors and assigns, predecessors, insurers, reinsurers, and agents thereof, both individually and in representative capacities; employee benefit plans, programs, arrangements and their administrators, functionaries and fiduciaries; and each of them.

T. "Settlement Administrator" refers to ILYM Group, Inc. or such other entity upon whom the Parties mutually agree, and which will handle the administration of the Settlement set forth in this Agreement.

III. <u>TERMS OF SETTLEMENT</u>

A. Qualified Stipulation to Representative Group under PAGA.

The Parties stipulate, for settlement purposes only to the establishment of a PAGA Representative Group. Should this Settlement not become effective for any reason, the fact that the Parties stipulated to the establishment of a PAGA Representative Group in this Agreement shall have no bearing on and shall not be admissible on the question of whether a representative action treatment is appropriate in a non-settlement context. Defendants have agreed to resolve the Action through this Settlement, but to the extent this Settlement is deemed void, Defendants do not waive, but rather expressly reserve, all rights to challenge all such claims and allegations in the Action upon all procedural and factual grounds, including without limitation the ability to challenge representative action treatment on any grounds, as well as asserting any and all other potential defenses or privileges. Plaintiff and PAGA Representative Group Counsel agree that should this Settlement not become effective, Defendants retain and reserve these rights. Specifically, Plaintiff and PAGA Representative Group Counsel agree not to argue or present any argument that, in the event this Settlement is not approved in full, and to the extent it may be based upon any conditional agreements resulting from mediation and this Agreement, Defendants could not contest any representative action treatment on any grounds, or assert any and all other potential defenses and privileges if the Action were to proceed. Plaintiff and PAGA Representative Group Counsel hereby waive such arguments and agree they will not take a position contrary to this provision.

B. Settlement Agreement Procedure.

1. Settlement Data.

In preparation for the filing of Plaintiff's Motion for Approval of the PAGA Settlement, Defendants shall share the following data for each PAGA Member for settlement purposes only: Employee ID number, Position, and Pay Periods Worked from March 3, 2022 through April 23, 2025.

2. Stipulation to Set Hearing for Approval of PAGA Settlement.

The Parties hereby stipulate and agree to continue the hearing regarding Plaintiff's Motion for Approval of the PAGA Settlement, currently set for May 8, 2026, to June 26, 2026, or as soon thereafter as the Court is available to hear said motion.

3. Motion for Approval of PAGA Settlement.

Not later than 16 court days before the hearing, Plaintiff shall file a Motion for Approval of the PAGA Settlement and the PAGA Payment Letter, which Plaintiff shall provide a draft of the Motion to Defendants' counsel prior to filing. Defendants shall have the right to review and comment upon the Motion for Approval of the PAGA Settlement. The Parties will agree on the form of any proposed orders or notices to the PAGA Members, and shall work in good faith reasonably and promptly to present the Settlement to the Court for approval.

C. Attorneys' Fees and Litigation Costs.

The PAGA Representative Group Counsel will request that the Court award them attorney's fees in an amount up to 33.33% of the Gross Settlement Amount, which equals One Hundred and Forty-Four Thousand, Nine Hundred and Eighty-Five Dollars and Fifty Cents ($144,985.50). The PAGA Representative Group Counsel will also ask the Court to award them actual litigation costs incurred, not to exceed twenty five thousand dollars ($25,000), which shall be paid from the Gross Settlement Amount. Defendants have agreed not to oppose such requests. However, if the Court awards a lesser amount of attorney's fees and/or litigation costs, it shall not affect the terms of the Parties' Settlement, and any portion of the requested attorney's fees and/or litigation costs not approved shall become part of the Net Settlement Amount. Any award of attorney's fees and costs shall include and satisfy all past and future fees and costs incurred to prosecute, settle, and administer this Settlement Agreement and settle the Action, including obtaining the Final Order and Judgment. Under no circumstances shall Defendants pay more than the Gross Settlement Amount under this Agreement. The Settlement Administrator shall issue PAGA Representative Group Counsel an IRS Form 1099 for its award of attorney's fees.

D. Incentive Award.

The PAGA Representative Group Counsel will request that the Court award Plaintiff an Incentive Award in the amount of Ten Thousand Dollars and Zero Cents ($10,000.00). Defendants will oppose this request. If the Court awards a lesser amount to Plaintiff as an incentive award, it shall not affect the terms of the Parties' Settlement, and any portion of the requested Incentive Award not approved shall become part of the Net Settlement Amount. Under no circumstances shall Defendants pay more than the Gross Settlement Amount under this Agreement. The Settlement Administrator shall issue Plaintiff an IRS Form 1099 for the Incentive Award.

E. Settlement Administration Costs.

All costs of administering the Settlement, including, but not limited to, the duties provided in this Section E below ("Settlement Administration Costs"), shall be paid to the Settlement Administrator out of the Gross Settlement Amount as provided in this Agreement. Settlement Administration Costs shall not exceed Ten Thousand Dollars and No Cents ($10,000.00). In the event the Settlement Administration Costs exceed $10,000.00, any additional amounts shall be paid from the Gross Settlement Amount. Defendants' total obligation under this Settlement shall not exceed the Gross Settlement Amount, including the Settlement Administrator's fees.

The Settlement Administrator shall be solely responsible for: (1) Preparing, printing and disseminating to PAGA Members the PAGA Payment Letter; (2) Determining and distributing the PAGA Representative Group Penalty Payment to each PAGA Member; (3) Preparing and mailing, in accordance with this Agreement and the Final Order of the Court, PAGA Representative Group Counsel's attorney's fees and costs, PAGA Representative Group Penalty Payments, Plaintiff's Incentive Award and the LWDA Penalty Payment; (4) Ascertaining current address and addressee information for each PAGA Payment Letter returned as undeliverable and re-mailing the PAGA Payment Letter where appropriate and, as necessary, utilizing the National Change of Address Database maintained by the U.S. Postal Service and undertaking customary skip-tracing measures to confirm and/or determine proper addresses; (5) Performing all tax reporting duties required by federal, state, and/or local law pertaining to the Settlement Administrator's duties (e.g., 1099s, etc.); (6) Apprising PAGA Representative Group Counsel and Defense Counsel of the activities of the Settlement Administrator; (7) Maintaining adequate records of its activities, including the dates of each mailing of PAGA Payment Letters, returned mail and other communications and attempted written or electronic communications with PAGA Members; (8) Confirming with PAGA Representative Group Counsel and Defense Counsel, in writing, its completion of the administration of the Settlement; and (9) Such other tasks as the Parties mutually agree.

F. Payment of PAGA Penalties.

Pursuant to PAGA, seventy-five percent (75%) of the Net Settlement Amount shall be distributed to the LWDA ("LWDA Penalty Payment") and the remaining twenty-five percent (25%) shall be distributed to the PAGA Members ("PAGA Representative Group Penalty Payment").

All PAGA Members shall be paid their PAGA Representative Group Penalty Payment. PAGA Representative Group Penalty Payment amounts shall be based on a formula taking into account the number of each PAGA Member's Compensable Pay Periods. The amount paid to each PAGA Member will be determined as follows: the PAGA Representative Group Penalty Payment will be divided by the total number of Compensable Pay Periods for all PAGA Members from March 3, 2022 through April 23, 2025 ("Compensable Pay Period Amount"). Each PAGA Member will then be paid an amount equal to the Compensable Pay Period Amount multiplied by the PAGA Member's total number of Compensable Pay Periods. With the exception of Plaintiff, PAGA Members are not eligible to receive any compensation other than the PAGA Representative Group Penalty Payment from this Settlement.

The PAGA Representative Group Penalty Payments are civil penalties, shall be reported on an IRS Form 1099 (to the extent required by law), and will not be subject to local, state, or federal tax withholdings. Each PAGA Member will be responsible for paying all applicable local, state, and federal income taxes on all amounts received pursuant to this Settlement, and they shall not seek any indemnification from the Released Parties in this regard. The PAGA Representative Group Penalty Payments are not being made for any other purpose and will not be construed as compensation for purposes of determining eligibility for any health and welfare benefits or unemployment compensation.

G. Pay Period Estimate and Escalation Clause

In reaching this Agreement, Defendant has provided a Compensable Pay Period estimate, which is 21,000 pay periods during the PAGA period. In the event that the total PAGA Pay Periods set forth in the PAGA Pay Period estimate increases by more than 10%, Plaintiff may deem the Settlement Agreement null and void, and the Settlement Agreement shall have no force or effect whatsoever. In any event, the Parties agree that under no circumstances shall the Gross Settlement Amount be increased to satisfy the terms and conditions of the Settlement Agreement.

H. PAGA Members' Release of Claims.

Upon the payment of the Gross Settlement Amount to the Settlement Administrator by Defendants, Plaintiff and the PAGA Members will fully release and discharge Defendants and other Released Parties from any and all claims for civil penalties under PAGA that were or could have been derived from or recovered based on the facts alleged in the Action from March 3, 2022 through April 23, 2025 (collectively, "PAGA Released Claims"). The PAGA Released Claims include all claims for civil penalties under PAGA for: (1) Failure to pay all minimum wages (Labor Code §§ 1194, 1197, 1197.1, 1198, and 1199); (2) Failure to pay all overtime wages (Labor Code §§ 510, 558, 1194 and 1198; § 3 of the Wage Orders); (3) Failure to provide compliant meal periods (Labor Code §§ 226.7, 512 and 1198; § 11 of the Wage Orders); (4) Failure to authorize and permit compliant rest periods (Labor Code §§ 226.7 and 1198; § 12 of the Wage Orders);; (5) Failure to issue accurate and complete itemized wage statements and hours statements (Labor Code § 226 and 1174); (6) Failure to maintain complete and accurate payroll records (Labor Code § 1174; § 7 of the Wage Orders); (7) Failure to provide required information upon hire (Labor Code § 2810.5); (8) Failure to timely pay wages during employment (Labor Code §§ 204 and 210); (9) Failure to pay final wages (Labor Code §§ 201-203); (10) Failure to reimburse business expenses (Labor Code §§ 2800 and 2802); (11) Failure to pay accrued sick pay (Labor Code § 246); (12) Failure to pay accrued vacation pay (Labor Code § 227.3); (13) Requirement that employee agree in writing to multiple terms and conditions prohibited by law as a condition of employment (Labor Code § 432.5); (14) Failure to keep and provide accurate records (Labor Code § 226, 1174); (15) all claims for attorneys' fees and expenses and interest.

I. Plaintiff's Released Claims.

Upon the payment of the Gross Settlement Amount to the Settlement Administrator by Defendants, Plaintiff, as the named PAGA representative and in light of the service payment Plaintiff will receive under the settlement, agrees to further and forever release and discharge the Released Parties from any and all claims, demands, rights, liabilities, and/or causes, of any form whatsoever, arising under federal, state or local wage-and-hour laws, rules, or regulations, whether known or unknown, unforeseen, unanticipated, unsuspected or latent, that have been or could have been asserted by Plaintiff, or the heirs, successors and/or assigns of Plaintiff, whether directly, indirectly, representatively, derivatively or in any other capacity, arising based on Plaintiff' employment with Defendants, at any time prior to the date that the court grants approval of this Settlement ("Plaintiff's Released Claims").

The Plaintiff's Released Claims further include all causes of action, claims, judgments, obligations, damages, and liabilities of whatever kind and character, including, but not limited to, those arising under the Employee Retirement Income Security Act of 1974; the Family Medical Leave Act; the Americans with Disabilities Act; Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1991; the Civil Rights Act of 1866 (42 U.S.C. §1981); the Civil Rights Act of 1871 (42 U.S.C. §§ 1985 and 1986); the Equal Pay Act of 1963; the Consolidated Omnibus Budget Reconciliation Act of 1985; the California Fair Employment and Housing Act, Gov. Code §§12940 et seq.; the California Health and Safety Code; the California Labor Code (to the extent permitted by law), all as amended; or any other federal, state, or local insurance, human rights, civil rights, wage-hour, pension, or labor laws, rules and/or regulations, public policy, contract or tort laws, or any claim of retaliation under such laws, or any claim arising under common law, including but not limited to, causes of action for wrongful termination; constructive discharge; discrimination or harassment on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status or retaliation for opposing such discriminatory practice; intentional infliction of emotional distress; negligent infliction of emotional distress; fraudulent misrepresentation; negligent misrepresentation; invasion of privacy; false imprisonment; conspiracy to commit any act mentioned herein; breach of contract (whether oral or written, express or implied); breach of the implied covenant of good faith and fair dealing; defamation; interference with prospective economic advantage; interference with contractual relationship; violation of any national, state or local statute, law, or ordinance; tortious termination in violation of public policy; or any other action, whether cognizable in law or in equity based upon any conduct up to and including the date of this Agreement, and Plaintiff further and agrees that Plaintiff will not, from any source or proceeding, seek or accept any award or settlement therefrom.

As to the Plaintiff's Released Claims only, Plaintiff expressly waives all rights and benefits under the terms of section 1542 of the California Civil Code. Section 1542 reads as follows:

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

Notwithstanding the provisions of section 1542, and for the purpose of implementing a full and complete release and discharge of all of Plaintiff's Released Claims, Plaintiff expressly acknowledges that this Settlement is intended to include in its effect, without limitation, all Plaintiff's Released Claims which Plaintiff does not know or suspect to exist in his favor at the time of execution hereof, and that the Settlement contemplates the extinguishment of all such Plaintiff's Released Claims.

The Action is, in part, the result of a bona fide dispute over whether Plaintiff received all wages due to him during his employment with Castleworks. By entering into this Agreement, Plaintiff acknowledges in that he received all wages due to him under his employment agreement with Castleworks with the exception of the allegations made in the Action, compensation for which is paid hereunder. Plaintiff therefore acknowledges and agrees that California Labor Code Section 206.5 is not applicable. That section provides in pertinent part as follows:

> *An employer shall not require the execution of a release of a claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of such wages has been made.*

J. <u>Binding Effect of Settlement.</u>

This Settlement shall be enforceable, binding upon and inure to the benefit of the respective Parties, their respective legal successors, heirs, administrators, executors, assigns and each of them. Upon the Court's approval, all PAGA Members will be bound by the terms and conditions of this Agreement, the Final Order, the Judgment, and the releases provided herein. The Judgment is intended to have res judicata effect with respect to the PAGA Released Claims and Plaintiff's Released Claims.

K. <u>Settlement Termination.</u>

1. Grounds for Settlement Termination.

In accordance with the procedures specified herein, this Agreement may be terminated solely on the following grounds: Any Party may terminate the Agreement if the Court declines to enter the Final Order or Judgment in substantially the form submitted by the Parties (incidental or minor changes to the PAGA Payment Letter ordered by the Court are not grounds for termination), or the Settlement as agreed does not become final for any other reason. The terminating Party shall give written notice to the other Party no later than ten (10) business days after the Court acts. The recovery of attorney's fees and costs by PAGA Representative Group Counsel are terms of this Agreement, but the allowance or disallowance by the Court of an award of attorney's fees and/or costs shall not be grounds for terminating this Settlement, unless such allowance or disallowance would increase the Gross Settlement Amount.

2. Effect of Settlement Termination.

Valid termination shall have the following effects: (a) The Settlement Agreement shall be terminated and shall have no force or effect, and no Party shall be bound by any of its terms, except as otherwise provided herein; (b) The Final Order and Judgment shall be vacated; (c) The Settlement Agreement and all negotiations, statements and proceedings relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be restored to their respective positions in the Action prior to the Settlement; (d) This Settlement Agreement, any filings in furtherance of the Settlement and the data shared for settlement purposes shall not be admissible or offered into evidence in the Action or any other action for any purpose whatsoever; and (e) Defendants shall have no obligation to pay any amounts set forth in this Agreement.

L. <u>Funding of Settlement.</u>

Within fifteen (15) business days of the Effective Date, Defendants shall deposit the Gross Settlement Amount into an interest-bearing account established by the Settlement Administrator, which is to be held in escrow for the purpose of effectuating this Settlement. The Parties agree to treat this account as a "Qualified Settlement Fund" ("QSF") pursuant to section 468(13) of the Internal Revenue Code of 1986, as amended. All interest earned on the account opened by the Settlement Administrator shall inure to the benefit of the LWDA and the PAGA Representative Group.

Defendants' monetary obligation under this Agreement is limited to the Gross Settlement Amount. Defendants may not be called upon or required to contribute additional monies above the Gross Settlement Amount under any circumstances. If this Agreement is cancelled, rescinded, terminated, voided, or nullified, or the Settlement of the Action is barred by operation of law, or invalidated, or ordered not to be carried out by a court of competent jurisdiction, Defendants will cease to have any obligation to pay any portion of the Gross Settlement Amount to anyone under the terms of this Agreement, and all previous disbursements from the Gross Settlement Amount will be immediately paid back to Defendants by the person or entity who received such disbursement, except for the Settlement Administration Costs.

M. Payment Procedure.

This shall be an all-in Settlement without a reversion. PAGA Members will be automatically paid without submitting any claim form.

1. PAGA Representative Group Counsel will advise Defense Counsel and the Settlement Administrator as to the amount of attorney's fees and litigation costs payments awarded by the Court.

2. Within fifteen (15) business days of the Effective Date, Defendants will provide the Settlement Administrator with confidential "PAGA Representative Group Member Data" containing the following for each PAGA Member, to the extent Defendants has such information: (1) full legal name; (2) social security number; (3) last known address; (4) telephone number and/or e-mail address, if available; and (5) number of Compensable Pay Periods for each of the PAGA Members. The Parties agree that the PAGA Representative Group Member Data shall be treated and maintained as confidential. Promptly upon receipt of the PAGA Representative Group Member Data, the Settlement Administrator shall obtain updated forwarding addresses from the U.S. Postal Service.

3. Within five (5) business days after receipt of the PAGA Representative Group Member Data, or as soon thereafter as the Settlement Administrator is able, the Settlement Administrator shall provide to the Parties a written statement of how the Gross Settlement Amount will be allocated. The allocation shall include attorney's fees and litigation costs of PAGA Representative Group Counsel as awarded by the Court, the Incentive Award to Plaintiff, the Settlement Administration Costs, the LWDA Penalty Payment, and the total of all payments to be paid to all eligible PAGA Members.

4. Within fifteen (15) business days after the funding of the Gross Settlement Amount, the Settlement Administrator shall issue to each qualifying PAGA Member a check in the amount of his or her PAGA Representative Group Penalty Payment with the PAGA Payment Letter via first-class mail using the updated address information. With respect to each PAGA Payment Letter and PAGA Representative Group Penalty Payment which is returned as undeliverable, the Settlement Administrator shall, within ten (10) days, attempt to determine a correct address by conducting a skip-trace to locate the PAGA Members and shall re-send the PAGA Payment Letter with the PAGA Representative Group Penalty Payment via fist-class mail to any new address thereby determined. Checks not negotiated within one hundred and eighty (180) calendar days from their issue are void, but this Agreement and the release herein will nonetheless be binding as if they had cashed the checks. Any unclaimed funds in the Settlement

Administrator's account as a result of the failure to timely cash PAGA Representative Group Penalty Payment checks, plus any interest that has accrued thereon, will be distributed to the California State Controller's Unclaimed Property Fund in the name of the PAGA Member.

5. Within fifteen (15) business days after the funding of the Gross Settlement Amount, the Settlement Administrator shall distribute the PAGA Representative Group Counsel's attorney's fees and litigation costs.

6. Within fifteen (15) business days after the funding of the Gross Settlement Amount, the Settlement Administrator shall pay the LWDA Penalty Payment to the LWDA.

7. Within fifteen (15) business days after the funding of the Gross Settlement Amount, the Settlement Administrator shall pay itself the Court approved Settlement Administration Costs.

N. No Admission.

By entering to this Settlement Agreement, Defendants deny that they have engaged in any unlawful activity, that they failed to comply with the law in any respect, that they have any liability to anyone based on the claims asserted in the Action, and but for this Settlement Agreement, Defendants deny that Plaintiff could proceed on his claims on a representative basis. This Settlement Agreement is entered into solely for the purposes of comprising highly-disputed claims. Nothing in this Agreement is intended or shall be construed as an admission of liability or wrongdoing by Defendants, or any of them. This Settlement Agreement is a settlement document and shall, pursuant to California Evidence Code Section 1152 and/or Federal Rule of Evidence 408 and/or any other similar law, be inadmissible as evidence against Defendants or the Released Parties in any proceeding, except upon an action to approve the Settlement and/or interpret or enforce the Settlement Agreement.

N. Publicity.

Plaintiff and PAGA Representative Group Counsel shall not issue a press release or otherwise notify the media or the public about the terms of the Settlement or advertise or market any of the terms of the Settlement through written, recorded or electronic communications. Plaintiff and PAGA Representative Group Counsel further agree that if contacted in writing regarding this case, they will state only that the lawsuit exists and has been resolved. This provision does not prevent PAGA Representative Group Counsel from communicating with PAGA Members and/or taking any step necessary to obtain approval of the Settlement.

O. Interim Stay of Proceedings.

Pending completion of the settlement process, the Parties agree to a stay of all proceedings in the Action except such as are necessary to implement the Settlement itself.

P. Notices

All notices, requests, demands and other communications required or permitted to be given pursuant to this Agreement shall be in writing and, except as provided elsewhere in this Agreement or in any communication to PAGA Members, shall be delivered personally or via postage prepaid first-class mail as follows:

If to Plaintiff or PAGA Representative Group Counsel, then to:

Nicholas J. Ferraro, Esq.
Ferraro Vega Employment Lawyers, Inc.
3333 Camino del Rio South, Suite 300
San Diego, CA 92108

If to Defendants or Defense Counsel, then to:

Jasmine L. Anderson, Esq.
Kyle O'Malley, Esq.
Fox Rothschild LLP
345 California Street, Suite 2200
San Francisco, CA 94104

Q. Retention of Jurisdiction by the Court.

Following entry of the Final Order and Judgment pursuant to this Settlement Agreement, the Court shall retain jurisdiction for the purpose of addressing any issues which may arise with respect to settlement administration or the enforcement of the terms of this Settlement Agreement.

R. Entire Agreement.

This Settlement Agreement, including the attached Exhibit A, sets forth the entire agreement of the Parties with respect to Plaintiff's claims and supersedes any and all other prior agreements and all negotiations leading up to the execution of this Settlement Agreement with respect to Plaintiff's claims, whether oral or written, regarding the subjects covered herein. With respect to Plaintiff's claim, the Parties acknowledge that no representations, inducements, promises or statements relating to the subjects covered herein, oral or otherwise, have been made by any of the Parties or by anyone acting on behalf of the Parties which are not embodied or incorporated by reference herein, and further agree that no other agreement, covenant, representation, inducement, promise or statement relating to the subjects covered herein not set forth in writing in this Settlement Agreement have been made.

S. Reasonable Cooperation.

The Parties shall support the Settlement and its approval by the Court. The Parties shall provide reasonable cooperation with one another and the Settlement Administrator in implementing this Settlement, including but not limited to providing information and executing documents necessary to effectuating its purpose.

T. Tax Treatment.

The Parties make no representations as to the tax treatment or legal effect of the payments specified in this Agreement and Plaintiff and PAGA Members are not relying on any statement or representation by the Parties, the PAGA Representative Group Counsel, or Defense Counsel in this regard. Plaintiff and PAGA Members will be responsible for the payment of all taxes and penalties assessed on the payments specified herein and shall hold the Parties, the PAGA Representative Group Counsel, and Defense Counsel free and harmless and against any claims resulting from treatment of such payments as non-taxable including the treatment of such payments as not subject to withholding or deduction for payroll and employment taxes.

U. Circular 230 Disclaimer.

The Parties acknowledge and agree: (1) no provision of this Settlement and no written communication or disclosure between or among the Parties, the PAGA Representative Group Counsel or Defense Counsel and other advisors is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Settlement, (b) has not entered this Settlement based on the recommendation of any other party or any attorney or advisor to any other party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or advisor to any other party to avoid any tax penalty that may be imposed on the acknowledging party; and (3) no attorney or advisor to any other party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Settlement.

V. Fair, Adequate and Reasonable Settlement.

The PAGA Representative Group Counsel submits that this Settlement is a fair, adequate, and reasonable settlement of the Action, and that the Parties have arrived at this Settlement after extensive arm's-length negotiations, taking into account all relevant factors, present and potential.

W. Miscellaneous.

1. Modification or Amendment of Settlement.

This Settlement Agreement may not be modified, amended or altered except in a writing signed by each Party whose rights or obligations hereunder would be affected thereby or by that Party's authorized legal representative, or as ordered by the Court.

2. Choice of Law.

This Settlement Agreement shall be governed by and construed, enforced, and administered in accordance with the laws of the State of California, without regard to any provision regarding conflict of laws.

3. Construction.

This Settlement Agreement is entered into freely and voluntarily without duress or undue pressure or influence of any kind or nature whatsoever, and neither Plaintiff, nor the PAGA Members, nor Defendants have relied on any promises, representations or warranties regarding the subject matter hereof other than as set forth in this Agreement. Each Party has been represented by counsel in the settlement negotiations leading up to, and in connection with the preparation and execution of, this Settlement Agreement. The headings in this Agreement are included for convenience only and shall not be given weight in its construction.

The Parties acknowledge and agree that all Parties had an equal hand in drafting this Settlement Agreement so that it shall not be deemed to have been prepared or drafted by one Party or another. All Parties waive the provisions of California Civil Code section 1654, which provides, in pertinent part, that "the language of a contract should be interpreted most strongly against the Party who caused the uncertainty to exist."

4. Execution in Counterparts.

This Settlement Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Any signature to this Agreement transmitted by digital signature (provided verification as to the authenticity of the digital signature is provided) and/or facsimile and any copies of any signatures are valid and binding.

5. Authority.

The individuals signing this Settlement Agreement represent and warrant that they are duly authorized to do so. The Parties likewise represent and warrant that they have the authority to execute this Settlement Agreement and to take all appropriate action required and permitted to be taken by this Settlement Agreement, except such action that is the prerogative of the Court.

6. No Prior Assignment.

The Parties hereto represent, covenant, 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 rights herein released and discharged except as set forth herein.

7. Invalidity of Any Provision.

Before declaring any term or provision of this Settlement invalid, the Parties request that the Court first attempt to construe the terms or provisions as valid to the fullest extent possible, consistent with applicable precedents so as to define all provisions of this Settlement and valid and enforceable.

X. Binding Nature of Notice of PAGA Settlement and PAGA Payment Letter.

The Parties agree that because the PAGA Members are so numerous, it is impossible or impractical to have each PAGA Member execute this Settlement Agreement. The PAGA Payment Letter shall advise all PAGA Members of the binding nature of the Settlement and the release of the PAGA Released Claims, and shall have the same force and effect as if this Settlement Agreement were executed by each PAGA Member.

NOW, IN WITNESS WHEREOF, this Settlement Agreement, consisting of eighteen pages, has been duly executed by and on behalf of the Parties as of the date first written above.

Dated: Jun 11, 2026

Jonnie B

Jon Brayall

On behalf of himself and the PAGA Members

Dated: 06/20/26

By: Signed by: Tammy Alameda 8BEBEBE37F3C4DC...

Name: Tammy Alameda

Title: CHRO

On behalf of Defendants CASTLEWORKS HOME SERVICES COMPANY, AWHAP ACQUISITION CORP., and AWHAP HOLDING CORP.

Approved as to form and content.

FERRARO VEGA EMPLOYMENT LAWYERS

Date: June 11, 2026

Nicholas J. Ferraro

Nicholas J. Ferraro, Esq.
Attorney for Plaintiff Jon Brayall

FOX ROTHSCHILD LLP

Date: June 22, 2026

Jasmine Anderson, Esq.
Kyle P. O'Malley, Esq.
Attorneys for Defendants CASTLEWORKS HOME SERVICES COMPANY, AWHAP ACQUISITION CORP., and AWHAP HOLDING CORP.

Exhibit A

<<Mailing Date>>

To: <<First Name>><<Last Name>>
<<Street Address>>
<<City>> <<State>> <<Zip>>

Re: Settlement Payment from *Jon Brayall v. Castleworks Home Services Company et al.*, San Diego County Superior Court, Case No. 37-2023-00021278-CU-OE-CTL

Dear <<First Name>><<Last Name>>:

Please find enclosed a check in the amount of **<<amount of payment>>** ("Individual Settlement Share"). This check is your payment from the settlement in the lawsuit entitled *Jon Brayall v. Castleworks Home Services Company, AWHAP Acquisition Corp., AWHAP Holding Corp., and Does 1 through 50, inclusive*, San Diego County Superior Court, Case No. 37-2023-00021278-CU-OE-CTL ("Action").

The lawsuit was filed by Jon Brayall ("Plaintiff") against his former employer, Castleworks Home Services Company, AWHAP Acquisition Corp., AWHAP Holding Corp ("Castleworks" or "Defendants") on behalf of the State of California, with respect to himself and other alleged aggrieved employees, to seek recovery of civil penalties pursuant to the Private Attorneys' General Act of 2004, California Labor Code § 2698, *et seq.* ("PAGA"), for multiple alleged violations of the California Labor Code and Industrial Welfare Commission Wage Orders, including, *inter alia*, for failure to pay for all hours worked, failure to pay minimum wages, failure to pay all overtime, failure to pay all paid sick leave, failure to pay meal and rest period premiums, failure to timely pay all wages owed during employment, failure to pay all wages upon separation of employment, failure to provide accurate and itemized wage statements, and failure to maintain accurate wage records.

Defendants deny these allegations and deny any wrongdoing of any kind associated with these allegations. Defendants are resolving the Action to avoid the uncertainties and costs of litigation.

A settlement was reached between Plaintiff and Defendants.

On << Date>>, the settlement was approved by the Court, with a portion to be paid to the State of California Labor and Workforce Development Agency and a portion to be paid to all individuals currently or formerly employed by Defendants in California as hourly, non-exempt employees from March 3, 2022 through April 23, 2025 (collectively, the "PAGA Members"). The period of March 3, 2022 through April 23, 2025 is the "PAGA Period."

You are receiving a portion of the settlement (the enclosed Individual Settlement Share) because you have been identified as a PAGA Member. Your Individual Settlement Share is based on the total number of pay periods that you were paid by Defendants for working in California during the PAGA Period. The Individual Settlement Share is considered to be 100% penalties, which will be reported on an IRS Form 1099. You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement, and should consult a tax advisor regarding the tax consequences of such payment.

Under the settlement, as of <<date of payment of Gross Settlement Amount>>, the Released Parties are fully released and forever discharged from any and all PAGA Released Claims.

> "Released Parties" means Defendant and any past, present, and future parent, subsidiary, affiliate, predecessor or successor, and all past, present and future agents, employees, officers, directors and attorneys thereof.
>
> "PAGA Released Claims" means any and all claims for civil penalties under PAGA that were or could have been recovered based on the facts alleged in the Action from March 3, 2022 through April 23, 2025. The PAGA Released Claims include all claims for civil penalties under PAGA for: (1) Failure to pay all minimum wages (Labor Code §§ 1194, 1197, 1197.1, 1198, and 1199); (2) Failure to pay all overtime wages (Labor Code §§ 510, 558, 1194 and 1198; § 3 of the Wage Orders); (4) Failure to provide compliant meal periods (Labor Code §§ 226.7, 512 and 1198; § 11 of the Wage Orders); (5) Failure to authorize and permit compliant rest periods (Labor Code §§ 226.7 and 1198; § 12 of the Wage Orders); (6) Failure to provide at least one day's rest in seven (Labor Code § 551); (7) Failure to issue accurate and complete itemized wage statements and hours statements (Labor Code §

226 and 1174); (8) Failure to maintain complete and accurate payroll records (Labor Code § 1174; § 7 of the Wage Orders); (9) Failure to provide required information upon hire (Labor Code § 2810.5); (10) Failure to timely pay wages during employment (Labor Code §§ 204 and 210); (11) Failure to pay final wages (Labor Code §§ 201-203); (12) Failure to reimburse business expenses (Labor Code §§ 2800 and 2802); (13) Failure to pay accrued sick pay (Labor Code § 246); (14) Failure to pay accrued vacation pay (Labor Code § 227.3); (15) Requirement that employee agree in writing to multiple terms and conditions prohibited by law as a condition of employment (Labor Code § 432.5); (16) Failure to provide suitable seating (§ 14 of the Wage Orders); (17) Failure to provide personnel records (Labor Code §§ 226, 432 and 1198.5); (18) Failure to pay wages as required by statute or contract (Labor Code § 223); (19) Failure to keep and provide accurate records (Labor Code §226, 1174); (20) Willful misclassification (Lab. Code §226.8), and (21) all claims for attorneys' fees and expenses and interest. The PAGA Released Claims do not include any claims that cannot be released as a matter of law.

The enclosed check is valid for 90 days from the original date of issuance and mailing, and if it is not cashed, deposited, or otherwise negotiated within the 90-day timeframe, it will be cancelled, and the funds associated with the cancelled check will be transmitted to the State Controller's Office Unclaimed Property Division in your name and in the amount of your respective Individual Settlement Share.

Do <u>not</u> call or write the Court, Office of the Clerk of the Court, Defendant, Defendant's counsel, or Plaintiff's counsel to ask questions about the settlement or to ask tax-related questions. If you have any such questions, you may contact ILYM Group, Inc. at [toll-free phone number].