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Attorneys for Plaintiff KODY WALKER,
individually and on behalf of other similarly situated persons and the State of California

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SACRAMENTO**

KODY WALKER, individually and on
behalf of all persons similarly situated and
the State of California,

Plaintiff,

v.

NAPROTEK, LLC, a California Limited
Liability Company, and DOES 1 to 50,
inclusive,

Defendants.

Case No.: 25CV007274

JOINT STIPULATION OF PAGA
SETTLEMENT AND RELEASE

Complaint filed: March 26, 2025
Trial Date: None Set

1 **JOINT STIPULATION OF SETTLEMENT AND RELEASE**

2 This Joint Stipulation of Settlement and Release (hereinafter “Stipulation of Settlement”) is made
3 and entered into by and between Plaintiff KODY WALKER (“Plaintiff” or “PAGA Representative”)
4 individually and on behalf of the State of California and all other allegedly similarly aggrieved employees
5 (“PAGA Members”), on the one hand, and Defendant NAPROTEK, LLC (“Defendant”) on the other.

6 This Stipulation of Settlement shall be binding on Plaintiff, the State of California, and those
7 persons Plaintiff represents as PAGA Members as provided herein, and on Defendant and its present and
8 former parents, affiliated or related companies, shareholders, officers, directors, employees, agents,
9 attorneys, insurers, successors, and assigns, and any individual or entity which could be jointly liable with
10 Defendant, and its respective counsel, subject to the terms and conditions hereof and the Court’s approval.

11 THE PARTIES STIPULATE AND AGREE as follows:

12 **I. DEFINITIONS**

13 Unless otherwise defined in this Stipulation of Settlement, the following terms used in this
14 Stipulation of Settlement shall have the meanings ascribed to them as set forth below:

15 a. “Action” means the civil action titled *KODY WALKER v. NAPROTEK, LLC, et al.*, filed in
16 the Superior Court of the State of California, County of Sacramento, Case No. 25CV007274.

17 b. “Agreement,” “Stipulation of Settlement,” “Settlement,” or “Settlement Agreement”
18 means this Stipulation of Settlement.

19 c. “Complaint” means the operative Complaint filed in the Action.

20 d. “Court” means the Superior Court for the State of California, County of Sacramento.

21 e. “Covered Period” means the period of time from March 7, 2024, through April 30, 2026.

22 f. “Defendant” means NAPROTEK, LLC.

23 g. “Effective Date” shall mean the date the Court has granted approval of the PAGA
24 Settlement and issued its order granting same.

25 h. “Gross Settlement Amount” means the total amount to be paid by Defendant as provided
26 by this Stipulation of Settlement.

27 i. “Order” means the Order Granting Approval of Settlement. The Parties will submit a
28 proposed Order with the Motion to Approve this Stipulation of Settlement for consideration by the Court.

1 j. "PAGA" means California's Labor Code Private Attorneys General Act of 2004, Cal. Lab.
2 Code § 2698, *et seq.*

3 k. "Parties" means Plaintiff, KODY WALKER and NAPROTEK, LLC, collectively and
4 "Party" shall mean either Plaintiff or Defendant, individually.

5 l. "LWDA" means the California Labor and Workforce Development Agency.

6 m. "LWDA Payment" means the portion of the payment from the Net Settlement Amount to
7 be paid to the LWDA under the Stipulation of Settlement.

8 n. "Net Settlement Amount" means the amount from the Gross Settlement Amount that is
9 available for distribution for the LWDA Payment and for Settlement Shares to the PAGA Members after
10 deducting: (1) Plaintiff's Counsel's attorney's fees (not to exceed 35%) and costs (not to exceed \$8,000)
11 (the final amount of which is subject to Court approval); (2) Enhancement Payment to the representative
12 Plaintiff (not to exceed \$5,000); and (3) the Settlement Administrator's fees and expenses (not to exceed
13 \$4,250.00). The Net Settlement Amount will be distributed to the LWDA and PAGA Members in
14 payment of PAGA penalties.

15 o. "PAGA Members or Aggrieved Employees" means non-exempt individuals who worked
16 in California for Defendant at any point during the Covered Period.

17 p. "Aggrieved Employee List" means the spreadsheet containing the list of Aggrieved
18 Employees that Defendant will, in good faith compile from their human resources records and provide
19 only to the Settlement Administrator in a secure manner on a confidential basis. The Aggrieved Employee
20 List shall include Aggrieved Employees' full names, social security numbers, last known mailing
21 addresses to the extent available in Defendant's electronic business records, and their dates of employment
22 and/or pay periods worked as an Aggrieved Employee during the Covered Period.

23 q. "Plaintiff" means KODY WALKER.

24 r. "Plaintiff's Counsel" and "PAGA Counsel" means the law firm of Castle Law: California
25 Employment Counsel, P.C.

26 s. "Released Parties" means Defendant and any of its present and former parents, subsidiaries
27 and affiliated companies or entities, and their respective owners, officers, directors, employees, partners,
28

1 shareholders and agents, as well as any other successors, assigns and legal representatives and their related
2 persons and entities.

3 t. “Settlement Administrator” means ILYM Group, Inc.

4 u. “Settlement Share” means the portion of the Net Settlement Amount allocable to each
5 PAGA Member as provided by this Stipulation of Settlement.

6 **II. FACTUAL BACKGROUND**

7 A. Plaintiff was employed by Defendant as a Senior Mechanical Assembler in its Engineering
8 Department from February 27, 2024 to the present.

9 B. On March 7, 2025, Plaintiff filed a PAGA letter with the LWDA alleging various violations
10 of the Labor Code, including: (1) Failure to Pay Minimum Wage; (2) Failure to Pay Overtime Wages; (3)
11 Failure to Keep Accurate Time records; (4) Failure to Provide Meal and Rest Periods; (5) Failure to
12 Provide Accurate Wage Statements; (6) Failure to Pay Reimbursements for Expenses; and (7) Failure to
13 Provide Requested Personnel and Payroll Records (“LWDA Notice Letter”). The LWDA did not indicate
14 an intention to investigate the allegations on its own within the applicable statutory time period.

15 C. On March 26, 2025, Plaintiff filed a Class Action against Defendant, which was later
16 amended to add a claim seeking to recover civil penalties under PAGA on behalf of himself, other
17 aggrieved employees, and the State of California. In this Settlement, Plaintiff agrees to dismiss the Class
18 claims asserted against Defendant without prejudice. This Settlement Agreement is intended only to be
19 effective as to Plaintiff’s individual and representative PAGA claims, although Plaintiff’s individual
20 claims will be dismissed with prejudice.

21 D. Defendant denies any liability or wrongdoing of any kind whatsoever associated with the
22 claims and allegations alleged in Plaintiff’s Complaint and LWDA Notice Letter. Defendant further
23 denies that, for any purpose other than settling this Action, these claims are appropriate for PAGA
24 representative treatment, and contend, among other things, that it has complied with all applicable state,
25 federal, and local laws regarding the payment of wages, accurate wage statements, and meal and rest
26 period provisions.

27 E. Through arms-length, serious negotiations conducted between the parties, and following a
28 failed mediation on November 19, 2025, the Parties have reached a settlement of Plaintiff’s individual

1 claims and all PAGA claims brought in the Action (“Settlement”). The negotiation between the parties
2 was adversarial and contentious, while remaining professional. These negotiations allowed the parties to
3 reach a final resolution as to Plaintiff’s claims under the Private Attorneys General Act of 2003 (the
4 “PAGA”), which will be submitted to the LWDA, and to the above captioned Court for approval, pursuant
5 to Labor Code section 2699(1)(2). The Parties now enter this detailed, formalized settlement agreement
6 with respect to the Complaint, subject to the Court’s approval of the Settlement.

7 F. It is the desire of the Parties to settle, compromise, and discharge all individual disputes
8 and claims, as well as the PAGA Claim, that were alleged in Plaintiff’s Complaint and LWDA Notice
9 Letter in this case fully, finally, and forever. To achieve a full and complete release of Defendant, Plaintiff
10 and PAGA Counsel acknowledge that this Stipulation of Settlement is intended to include in its effect all
11 claims alleged in the LWDA Notice Letter and the Action, with the exception of Plaintiff’s Class claims,
12 and all Released Claims against all Released Parties (as defined herein) as of the date of the Court’s
13 approval of this Settlement.

14 G. PAGA Counsel has conducted a thorough investigation into the facts of this representative
15 case, including an extensive review of relevant documents and data, and has diligently investigated PAGA
16 Members’ alleged claims against Defendant. Based on their own independent investigation and
17 evaluation, PAGA Counsel are of the opinion that the Settlement with Defendant for the consideration
18 and on the terms set forth in this Stipulation of Settlement is fair, reasonable, and adequate, and is in the
19 best interest of Plaintiff, the State of California, and PAGA Members in light of all known facts and
20 circumstances, including the risk of significant delay, the numerous defenses asserted by Defendant, and
21 various potential appellate issues.

22 H. The Parties agree to cooperate and take all steps necessary and appropriate to consummate
23 this Settlement and to effectuate a judgment. In the event that: (i) the Court does not approve the
24 Settlement as provided herein; or (ii) the Effective Date does not occur for any other reason apart from
25 the Court’s refusal to approve, then this Settlement Agreement—and any documents generated to bring it
26 into effect—will be null and void, and the Parties will be returned to their respective positions.

27 NOW THEREFORE, in consideration of the mutual covenants, promises and agreements set forth
28 herein, the Parties agree, subject to the Court’s approval, as follows:

1 **III. SETTLEMENT TERMS AND CONDITIONS**

2 A. Stipulation of Dismissal for Settlement. Subject to the terms of this Stipulation of
3 Settlement, Plaintiff will stipulate to the dismissal of the Class claims without prejudice.

4 B. Representation Regarding PAGA Members. Defendant represents that the PAGA
5 Members consist of approximately 160 individuals, who worked approximately 6,614 weekly pay periods
6 during through November 2025.

7 C. Gross Settlement Amount. This Settlement provides for mailing of an explanatory notice
8 (as set forth in **Exhibit A** below) and payment of Settlement Shares to all PAGA Members according to
9 a specified formula as provided herein. The Gross Settlement Amount under the Settlement, including all
10 attorneys' fees and costs, settlement administration costs, interest, PAGA penalties and any other
11 payments provided by this Settlement is \$49,605.00. It is understood and agreed that Defendant's gross
12 total liability under this Settlement shall not exceed \$49,605.00. It is further understood and agreed that
13 Defendant shall have no obligation to pay any person, entity, or organization more than its gross total
14 liability under this Settlement as set forth above, with the exception of the Settlement of Plaintiff's
15 individual claims, filed in a separate action and which are the subject of a separate settlement agreement,
16 which includes the total amount of: (1) the Settlement Shares to the PAGA Members; (2) Enhancement
17 Payment to the representative Plaintiff, not to exceed \$5,000; (3) the attorneys' fees and costs approved
18 by the Court; (4) the actual fees and expenses of the Settlement Administrator; and (5) payment to the
19 State of California pursuant to PAGA.

20 Any amount of the Gross Settlement Amount not required to pay administration costs, attorneys'
21 fees and costs, Plaintiff's enhancement payments, and any other payments provided by this Settlement,
22 shall be included in the Net Settlement Amount. The Settlement Share to PAGA Members will be
23 calculated by the Settlement Administrator based on Defendant's records and paid out of the Net
24 Settlement Amount as detailed in section (1) below. The Gross Settlement Amount shall be paid by
25 Defendant to the Settlement Administrator within thirty (30) calendar days after the Effective Date.

- 26 1. California Private Attorneys' General Act Allocation: Sixty-five Percent (65%) of the
27 Net Settlement Amount will be paid to the State of California LWDA pursuant to the
28 California Private Attorneys General Act and the remaining 35% is paid as Settlement

Shares to the PAGA Members, all within sixty (60) calendar days after the Effective Date. The Settlement Shares will be calculated by the Settlement Administrator based on Defendant's records and paid out of the Net Settlement Amount as detailed in section (2) below.

2. Settlement Shares: The Settlement Administrator shall first determine for each PAGA Member the pay periods he or she actively worked for Defendant during the PAGA Period. The Settlement Administrator shall divide the amount of the Net Settlement Amount by the sum of all PAGA Members' pay periods worked to calculate an "Estimated Amount Per Pay Period." For each PAGA Member, the Settlement Administrator shall then multiply the Estimated Amount Per Pay Period by the PAGA Member's pay periods worked in the Settlement Period to determine each individual Settlement Share. The Settlement Share process is discussed further below.

3. Allocation and Taxability of Settlement Shares: The individual Settlement Shares payable to PAGA Members shall be allocated entirely to alleged penalties, for which IRS Forms 1099 MISC will be issued to the PAGA Members. Each PAGA Member shall be individually responsible for the employee's share of taxes attributable to receipt of any payments under this Settlement.

4. Settlement Shares Do Not Trigger Additional Benefits: All Settlement Shares to PAGA Members shall be deemed to be income to such PAGA Members solely in the year in which such awards actually are received by the PAGA Members. It is expressly understood and agreed that the receipt of such Settlement Shares will not entitle any PAGA Member to additional compensation or benefits under any company bonus, contest, or other compensation or benefit plan or agreement in place during the period covered by the Settlement, nor will it entitle any PAGA Member to any increased retirement, 401(k) benefits or matching benefits, or deferred compensation benefits. No deductions or contributions for 401(k) shall be made from the Settlement Shares. It is the intent of the Parties that the Settlement Shares provided for in this Agreement are the sole payments to be made by Defendant to PAGA Members in connection with

1 this Settlement, and that the PAGA Members are not entitled to any new or additional
2 compensation or benefits as a result of having received the Settlement Shares
3 (notwithstanding any contrary language or agreement in any benefit or compensation
4 plan document that might have been in effect during the period covered by this
5 Settlement).

6 5. Attorneys' Fees and Attorneys' Costs: Subject to Court approval, attorneys' fees and
7 costs shall be paid to Plaintiff's Counsel from the Gross Settlement Amount, as set
8 forth below. The Court-approved attorneys' fees and costs will be paid out of a
9 Settlement Administrator-established escrow account to PAGA Counsel within sixty
10 (60) days after the Effective Date. Attorneys' fees and costs are discussed further
11 below.

12 6. Enhancement Payments: Subject to Court approval, an enhancement payment to
13 Plaintiff shall be paid to Plaintiff from the Gross Settlement Amount, as set forth below.
14 The Court-approved enhancement payment will be paid out of the Settlement
15 Administrator-established escrow account to PAGA Counsel within sixty- (60) days
16 after the Effective Date.

17 7. Settlement Administrator: The fees of the Settlement Administrator for work done
18 shall be paid from the Gross Settlement Amount. If the Settlement is ineffective for
19 any reason, the Parties shall evenly split the costs of the Settlement Administrator
20 regardless of the outcome of the Settlement. The Settlement Administrator, ILYM
21 Group, Inc. has capped the settlement administration fees at \$4,250.00. The Court-
22 approved Settlement Administrator's expenses will be paid within 60 days after the
23 Effective Date, provided that payments to the PAGA members have already been made.
24 The Settlement Administrator is discussed further below.

25 8. Escalator Clause. It was estimated in connection with negotiation of the Settlement,
26 based on data provided by Defendant, that there are approximately 160 PAGA
27 Members who worked a total of approximately 6,614 weekly pay periods through
28 November 2026. In the event the actual number of weekly pay periods is more than

1 10% greater than the estimated numbers above (i.e., is more than 7,276 weekly pay
2 periods worked), then Defendant at its sole discretion shall either: (1) increase the
3 Gross Settlement Amount proportionally by the same percentage points above 10% by
4 which the actual number of pay periods worked is more than 10% greater than the
5 estimate; or (2) end the PAGA Period at the point in time where the number of pay
6 periods is less than or equal to 7,276 pay periods.

7 **IV. SETTLEMENT ADMINISTRATION**

8 The Parties will agree to the appointment of ILYM Group, Inc. as the Settlement Administrator.
9 However, the Parties shall have the right to select or substitute a different Settlement Administrator by
10 mutual agreement at any time. The Settlement Administrator will send an agreed-upon explanatory notice
11 of the Settlement, attached hereto as **Exhibit A**, along with the Settlement Share to all PAGA Members
12 as discussed herein. The Settlement Administrator will calculate the Settlement Share amounts due to
13 PAGA Members in accordance with this Stipulation of Settlement. The Settlement Administrator shall
14 report, in summary or narrative form, the substance of its findings. Upon receipt of funds from Defendant
15 and as provided by the terms of the Settlement, the Settlement Administrator will issue and send out the
16 Settlement Shares to PAGA Members. Tax treatment of the Settlement Shares will be as set forth herein,
17 and in accordance with state and federal tax laws. The Settlement Administrator shall report the payments
18 on a Form 1099 to the federal and state taxing agencies. All disputes relating to the Settlement
19 Administrator's performance of duties shall be referred to the Court, if necessary, which will have
20 continuing jurisdiction over the terms and conditions of this Stipulation of Settlement until all payments
21 and obligations contemplated by this Stipulation of Settlement have been fully carried out.

22 **V. ATTORNEYS' FEES AND COSTS**

23 Except as set forth herein, each Party shall bear their own costs and fees of the Actions. In
24 consideration for settling this matter and in exchange for the release of claims by the PAGA Group, and
25 subject to approval or modification by the Court, PAGA Counsel's attorneys' fees shall be subtracted
26 from the Gross Settlement Amount as approved by the Court. Subject to Court approval, PAGA Counsel's
27 attorney's fees shall be an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount,
28 which is \$17,361.75. In addition, and also subject to Court approval, PAGA Counsel shall be reimbursed

1 for their out-of-pocket expenses, in the amount set forth in a declaration to be submitted to the Court
2 concurrently with the motion for approval of this Joint Stipulation of PAGA Settlement and Release, but
3 not to exceed \$8,000.00. Attorneys' fees and costs approved by the Court will cover all work performed
4 and all fees and costs incurred to date, and all work to be performed and all fees and costs to be incurred
5 in connection with the approval by the Court of this Joint Stipulation of PAGA Settlement and Release,
6 the administration of the Settlement, and final judgment in this case. The attorneys' fees and costs
7 approved by the Court shall be paid out of the Settlement Administrator's escrow account to PAGA
8 Counsel, Castle Law: California Employment Counsel, PC within sixty (60) calendar days after the
9 Effective Date.

10 **VI. ENHANCEMENT PAYMENTS**

11 In consideration for acting as the named PAGA representative, and in exchange for the release of
12 claims, and subject to approval or modification by the Court, PAGA representative Plaintiff's
13 enhancement payments shall be subtracted from the Gross Settlement Amount as approved by the Court.
14 Subject to Court approval, representative Plaintiff's enhancement payment shall be an amount not to
15 exceed \$5,000. The enhancement payment approved by the Court shall be paid out of the Settlement
16 Administrator's escrow account to PAGA Counsel within 60 calendar days after the Effective Date.

17 **VII. SETTLEMENT SHARE ADMINISTRATION**

18 A. Thirty (30) calendar days after the Court has approved this Stipulation of Settlement,
19 Defendant shall provide to the Settlement Administrator a spreadsheet, which will list for each PAGA
20 Member the PAGA Member's name, last-known address, social security number, and the number of pay
21 periods worked through that date. This spreadsheet shall be based on Defendant's payroll and other
22 business records. The Settlement Administrator will run a check of the PAGA Members' address against
23 those on file with the U.S. Postal Service's National Change of Address Database. Within forty-five (45)
24 calendar days after the Settlement becomes final and effective as defined above, the Settlement
25 Administrator will mail the Notice accompanying the Settlement Shares to all PAGA Members.

26 B. Prior to the mailing of the Notice and Settlement Shares, the Settlement Administrator will
27 search for updated addresses through the U.S. Postal Service's National Address Database. Notices
28 returned to the Settlement Administrator as non-delivered shall be re-mailed to the forwarding address, if

any, on the returned envelope; any returned envelopes with forwarding addresses will be used by the Settlement Administrator to forward the Notice to PAGA Members. If no forwarding address is provided, the Settlement Administrator will perform a computer search for a new address and an additional skip tracing pursuant to its usual and customary procedures.

C. All costs associated with the Notices are part of, and included within, the Gross Settlement Amount.

VIII. SETTLEMENT SHARES PROCESS

A. Within ten (10) days after the Effective Date, as defined in this Agreement, the Settlement Administrator will provide Defendant with wire transfer information. Within thirty (30) days after the Effective Date, Defendant will transfer the Gross Settlement Amount to the Settlement Administrator via wire transfer.

B. Within sixty (60) calendar days after the Effective Date, the Settlement Administrator shall pay the Settlement Share checks from the escrow account, which it will mail to PAGA Members along with the Notice. Settlement Share checks shall remain valid and negotiable for 180 calendar days from the date of issuance and will be cancelled by the Settlement Administrator if not cashed within that time. The checks provided to PAGA Members shall prominently state the checks will expire in 180 calendar days, or alternatively, such a statement may be made in the explanatory notice accompanying the check. PAGA Members shall be bound by the Settlement whether or not they cash a Settlement Share Check.

C. Any unclaimed funds in the Settlement Administrator's account as a result of a failure to timely cash a settlement check shall be handled by the Settlement Administrator and be issued to the State Controller Fund, Department of Unclaimed Property in the name of the PAGA Member.

IX. RELEASED CLAIMS

Upon approval by the Court of this Stipulation of Settlement, and once funded by Defendant, each PAGA Member, including Plaintiff, and the State of California fully release and discharge the Released Parties, from any and all PAGA claims, known and unknown, contingent or accrued, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, interest, or civil penalties, arising out of the facts alleged in the Action, the claims asserted by Plaintiff in his LWDA Notice Letter or the Complaint, and any other PAGA claims that were raised or could have been raised in the LWDA

1 Notice Letter, Action, or Complaint (“PAGA Released Claims”) for the PAGA Period, with the exception
2 of Plaintiff’s individual Fair Employment and Housing Act, Labor Code, and wrongful termination claims
3 which the Parties hereby acknowledge are subject to a separate individual confidential settlement and
4 release agreement. By and through this Settlement each PAGA Member and the State of California
5 forever agrees he or she shall not be entitled to pursue, accept, or recover civil penalties for any PAGA
6 Released Claims against the Released Parties. The PAGA Released Claims expressly exclude claims for
7 vested benefits, wrongful termination, unemployment insurance, disability, social security, workers
8 compensation, class claims, and PAGA claims outside of the Covered PAGA Period.

9 PAGA Members shall have no right to opt out of this Stipulation of Settlement or object thereto.

10 **X. PARTIES’ DUTIES TO OBTAIN COURT APPROVAL OF THE PAGA**
11 **SETTLEMENT**

12 PAGA Counsel shall promptly submit this Stipulation of Settlement to the Court after all
13 signatures being obtained. This Settlement shall remain confidential until filed with the Court. Plaintiff
14 shall apply to the Court via noticed motion for entry of an order approving the PAGA Settlement,
15 consistent with the terms provided herein.

16 **XI. PARTIES’ AUTHORITY**

17 The signatories hereto hereby represent that they are fully authorized to enter into this Stipulation
18 of Settlement and bind the Parties hereto to the terms and conditions thereof.

19 **XII. MUTUAL FULL COOPERATION**

20 The Parties agree to fully cooperate with each other to accomplish the terms of this Stipulation of
21 Settlement, including but not limited to, execution of such documents and taking such other action as
22 reasonably may be necessary to implement the terms of this Stipulation of Settlement.

23 The Parties to this Stipulation of Settlement shall use their best efforts, including all efforts
24 contemplated by this Stipulation of Settlement and any other efforts that may become necessary by order
25 of the Court, or otherwise, to effectuate this Stipulation of Settlement and the terms set forth herein.

26 As soon as practicable after execution of this Stipulation of Settlement, PAGA Counsel shall, with
27 the assistance and cooperation of Defendant and its counsel, take all necessary steps to secure the Court’s
28 approval of this Stipulation of Settlement.

1 **XIII. NO PRIOR ASSIGNMENTS**

2 The Parties and their counsel represent, covenant, and warrant that they have not directly or
3 indirectly assigned, transferred, encumbered or purported to assign, transfer or encumber to any person or
4 entity any portion of any liability, claim, demand, action, cause of action or right herein released and
5 discharged except as set forth herein.

6 **XIV. SUBMISSION OF SETTLEMENT AND ORDER**

7 Plaintiff shall comply with all requirements under Labor Code section 2699 regarding the timely
8 submission of documents to the LWDA.

9 **XV. WAIVER OF RIGHT TO APPEAL**

10 Provided that the Court's approval of this Settlement is consistent with the material terms of this
11 Stipulation of Settlement, Plaintiff, Defendant, and their respective counsel hereby waive any and all rights
12 to appeal approval of the Settlement, and the Order therefore will become non-appealable at the time it is
13 entered. If, for any reason an appeal is taken, the time for consummating the Settlement (including making
14 payments under the Settlement) will be suspended until such time as the appeal is finally resolved and the
15 Order becomes Final, as defined in this Stipulation of Settlement.

16 **XVI. ATTORNEY AUTHORIZATION**

17 Plaintiff's Counsel, and Defendant's Counsel, warrant and represent that they are authorized by
18 Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by
19 such Parties pursuant to this Stipulation of Settlement to effectuate its terms, and to execute any other
20 documents required to effectuate the terms of this Stipulation of Settlement. The Parties and their counsel
21 will cooperate with each other and use their best efforts to affect the implementation of the Settlement. In
22 the event the Parties are unable to reach Stipulation of Settlement on the form or content of any document
23 needed to implement the Stipulation of Settlement, or on any supplemental provisions that may become
24 necessary to effectuate the terms of this Stipulation of Settlement, the Parties will seek the assistance of
25 the Court or mediator, and in all cases all such documents, supplemental provisions and assistance of the
26 court will be consistent with this Stipulation of Settlement.

27 **XVII. NOTICES**

28

1 All notices, demands or other communications given under this Stipulation of Settlement will be
2 in writing and deemed to have been duly given as of the third business day after mailing by United States
3 mail, addressed as follows:

4
5 ***To Plaintiff and the PAGA Members:***

6 Timothy B. Del Castillo, Esq.
7 Kent L. Bradbury
8 Lisa L. Bradner, Esq.
9 CASTLE LAW: CALIFORNIA EMPLOYMENT COUNSEL, PC
10 2999 Douglas Blvd., Suite 180
Roseville, CA 95661
tdc@castleemploymentlaw.com
kb@castleemploymentlaw.com
lb@castleemploymentlaw.com

11 ***To Defendant***

12 Karin M. Cogbill (State Bar No. 244606)
13 Inder Singh (SBN 354002)
14 JACKSON LEWIS P.C.
15 160 W. Santa Clara St., Ste. 400
16 San Jose, Ca 95113
Telephone: (408) 579-0404
Facsimile: (408) 454-0290
E-mail: Karin.Cogbill@jacksonlewis.com
E-mail: Inder.Singh@jacksonlewis.com

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18 **XVIII. EXECUTION IN COUNTERPART**

19 This Stipulation of Settlement may be executed in one or more counterparts. All executed
20 counterparts and each of them will be deemed to be one and the same instrument provided that counsel
21 for the Parties will exchange between themselves original signed counterparts. Facsimile or electronic
22 generated signatures (e.g., DocuSign signatures) will be accepted, which for purposes of this Agreement
23 shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and
24 the same instrument. Any executed counterpart will be admissible in evidence to prove the existence and
25 contents of this Stipulation of Settlement.

26 **XIX. ACKNOWLEDGEMENT THAT THE SETTLEMENT IS FAIR AND**
27 **REASONABLE.** The Parties believe that this Settlement Agreement is a fair, adequate and reasonable
28

1 settlement of the Actions and have arrived at this Settlement Agreement after arm's – length negotiations
2 by experienced counsel. The Parties further acknowledge that they are each represented by competent
3 counsel and that they have had an opportunity to consult with their counsel regarding the fairness and
4 reasonableness of this Settlement Agreement.

5 **XX. BINDING AGREEMENT.** The Parties warrant that they understand and have
6 full authority to enter into this Settlement Agreement and further intend that this Settlement Agreement
7 will be fully enforceable and binding on all parties, and agree that it will be admissible and subject to
8 disclosure in any proceedings to enforce its terms, notwithstanding any mediation confidentiality
9 provisions that otherwise might apply under federal or state law.

10 **XXI. STAY OF LITIGATION.** The Parties agree that the continuing litigation of the
11 Action shall be stayed and that the time within which to bring this action to trial shall be extended from
12 the date of the signing of this Settlement Agreement by all Parties until the entry of the final approval
13 order, or if not entered, the date this agreement shall no longer be of any force or effect.

14 **XXII. GOVERNING LAW.** This Settlement Agreement shall be construed under and
15 governed by the law of the State of California. This Settlement Agreement shall be deemed to have been
16 entered into in Sacramento County, California and all questions of validity, interpretation, or performance
17 of any of its terms or of any rights or obligations of the Parties to this Settlement Agreement shall be
18 governed by California law. If any legal or equitable action or arbitration is necessary to enforce the terms
19 of this Settlement Agreement, it shall be brought in the State of California, County of Sacramento.

20 **XXIII. JUDGMENT AND CONTINUED JURISDICTION.** After approval of this
21 Settlement, the Court will have continuing jurisdiction pursuant to California Code of Civil Procedure
22 section 664.6, solely for purposes of addressing: (1) the interpretation and enforcement of the terms of the
23 Settlement, (ii) settlement administration matters, and (iii) such post-judgment matters as may be
24 appropriate under court rules or as set forth in this Settlement Agreement.

25
26 *[Signatures on Following Page]*
27
28

1 **EXECUTION BY PARTIES AND COUNSEL**

2 IN WITNESS THEREOF, the Parties each acknowledge that he/she/it has read the foregoing
3 Settlement Agreement, accepts and agrees to the provisions contained in this Settlement Agreement and
4 hereby executes it voluntarily and with full understanding of its consequences. Accordingly, the Parties
5 and their counsel hereby execute this Stipulation of Settlement.

6 Dated: May 29, 20, 2026


Kody Walker (May 30, 2026 04:15:33 GMT+8)

KODY WALKER

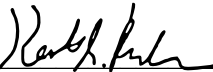
8 Dated: June 01, 2026


NAPROTEK, LLC
[Authorized Representative]

11 APPROVED AS TO FORM:

12 Dated: May 29, 2026

CASTLE LAW: CALIFORNIA EMPLOYMENT
COUNSEL, P.C.

14 By: 
Timothy B. Del Castillo
Lisa L. Bradner
Kent L. Bradbury
Attorneys for Plaintiff KODY WALKER

19 Dated: June 3, 2026

JACKSON LEWIS PC

21 By: 
Karin Cogbill
Attorneys for Defendant

EXHIBIT A

NOTICE OF PAGA SETTLEMENT

KODY WALKER v. Naprotek, LLC
Superior Court of the State of California for the County of Sacramento
Case No. 25CV007274

ILYM Group, Inc.
14751 Plaza Dr., Ste. J
Tustin, CA 92780
www.ilymgrouplassaction.com
(888)250-6810

[Name]
[Address]

You are receiving this Notice because of a lawsuit brought on behalf of the State of California by KODY WALKER (“Plaintiff”), against NAPROTEK (“Defendant”). Mr. Walker sought civil penalties pursuant to the Private Attorneys General Act, California Labor Code § 2698 *et seq.* (“PAGA”) for alleged violations of the Labor Code.

Defendant strongly denies these claims, denies any violations occurred as to Mr. Walker or any other employee, and denies that it owes any penalties. To avoid further time and expense in litigation, Defendant and Plaintiff have agreed to settle the case. The settlement resolves and releases all PAGA claims that were asserted in the lawsuit on behalf of all non-exempt employees who worked in California for NAPROTEK, LLC any time during the period from March 6, 2024, to April 30, 2026 (“PAGA Member”).

The lawsuit and Settlement are for PAGA penalties only. This Settlement does not release any individual claims that you might have against NAPROTEK, LLC outside of PAGA.

According to Defendant’s records, you are a PAGA Member and are therefore entitled to a share of the settlement. Enclosed with this Notice is your settlement check. **The settlement check shall remain valid for one hundred eighty (180) calendar days.** Checks remaining un-cashed for more than 180 calendar days after issuance will be tendered to the California Department of Unclaimed Property.

If you have questions, contact the Settlement Administrator at the number above.

2026.05.29 (Walker_Class) PAGA Settlement Agreement Final

Final Audit Report

2026-05-29

Created:	2026-05-29
By:	Kathleen Rodda (kr@castleemploymentlaw.com)
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"2026.05.29 (Walker_Class) PAGA Settlement Agreement Final" History

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Signature Date: 2026-05-29 - 8:15:33 PM GMT - Time Source: server - Signature Appearance Selected: MOBILE_DRAW
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