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SSA MARINE, INC., and CARRIX, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

MARISSA ADDERLEY, individually, and on behalf of all others similarly situated, and on behalf of the State of California and other aggrieved persons, *Plaintiff*, v. SSA PACIFIC, INC., a Washington corporation; SSA MARINE, INC., a Washington corporation; CARRIX, INC., a Washington corporation; and DOES 1 through 10, inclusive, *Defendants*.	Case No. 22STCV27591 *Assigned for all purposes to Hon. Elihu M. Berle, Department 6* **NON-INDIVIDUAL PAGA CLAIM SETTLEMENT AGREEMENT**

This Non-Individual PAGA Claim Settlement Agreement ("Agreement") is made by and between Plaintiff Marissa Adderley ("Plaintiff"), on the one hand, and Defendants SSA Pacific, Inc. (now known as SSA Conventional, Inc.), SSA Marine, Inc., and Carrix, Inc. (referred to altogether herein as "Defendants"), on the other hand. The Agreement refers to Plaintiff and Defendants collectively as the "Parties," or individually as a "Party."

1. DEFINITIONS.

1.1 "Action" means Plaintiff's lawsuit filed and pursued against Defendants asserting, among other things, a claim under PAGA based on alleged violations of California wage and hour law that seeks civil penalties and other forms of relief. Plaintiff filed this lawsuit, entitled *Marissa Adderley v. SSA Pacific, Inc., et al.* (case no. 22STCV27591), in Los Angeles Superior Court on August 24, 2022. Note, the lawsuit identified immediately above, when filed, included other claims, including putative class action claims. However, all but the non-individual component of Plaintiff's PAGA claim were compelled to arbitration and subsequently resolved and/or dismissed, leaving only Plaintiff's non-individual PAGA claim pending in this Court. As such, this Settlement resolves and applies to that remaining claim in the Action (i.e., the non-individual PAGA claim) and otherwise disposes of the Action.

1.2 "Administrator" means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3 "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with approval of this Settlement.

1.4 "Aggrieved Employees" means all current and former non-exempt, hourly employees who worked at least one day for any of the three named defendants in California during the PAGA Period. Note, Plaintiff's individual PAGA claim was resolved and/or settled outside of and separate from this Settlement, but when doing so, she preserved her non-individual PAGA claim (which is now being resolved via this Settlement).

1.5 "Aggrieved Employee Data" means Aggrieved Employee identifying information in Defendants' possession, including each Aggrieved Employee's first and last name, last-known mailing address, Social Security number, and dates of employment for any of the Defendants.

1.6 "Aggrieved Employee Address Search" means the Administrator's investigation and search for current Aggrieved Employees' mailing addresses using all reasonably available sources, methods, and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.

1.7 "Approval Order" means the [proposed] Order Granting Approval of Non-Individual PAGA Claim Settlement.

1.8 "Court" means the Superior Court of California, County of Los Angeles.

1.9 "Defendants" means Defendants SSA Pacific, Inc. (now known as SSA Conventional, Inc.), SSA Marine Inc., and Carrix, Inc.

1.10 "Defense Counsel" means Jim McMullen, Esq., and Justin M. Michitsch, Esq., of Gordon Rees Scully Mansukhani, LLP.

1.11 "Effective Date" means the date by which both of the following have occurred: (a) the Court enters a Judgment on its Approval Order; and (b) the Judgment is final. The Judgment is final as of the day the Court enters Judgment.

1.12 "Gross Settlement Amount" or "GSA" means $200,000.00 (two hundred thousand dollars and zero cents), which is the total amount Defendants agree to pay under the Settlement, unless the escalator clause at Paragraph 7 below is triggered.

1.13 "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties, to be calculated according to the number of PAGA Pay Periods worked by the Aggrieved Employee during the PAGA Period against the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period. Given Plaintiff filed her PAGA claim against Defendants prior to enactment of California Assembly Bill 2288 and Senate Bill 92, "old" PAGA rules apply as to this Settlement/the settlement of Plaintiff's non-individual PAGA claim against Defendants, meaning PAGA Penalties are to be split 25% to the Aggrieved Employees and 75% to the LWDA.

1.14 "Judgment" means the judgment entered by the Court based upon the Approval Order.

1.15 "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i) (2016).

1.16 "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i) (2016).

1.17 "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, the Administration Expenses Payment, and Plaintiff's Enhancement Award (if the Court grants Plaintiff's request for same, as explained below). The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.

1.18 "PAGA Counsel" means John G. Yslas, Esq., and Jeffrey Bils, Esq. of Wilshire Law Firm, PLC.

1.19 "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel for payment of reasonable attorneys' fees and reimbursement of reasonable expenses, respectively, incurred to prosecute the Action, including through settlement and resolution of Plaintiff's non-individual PAGA claim. These payments also result in waiver and/or release of any claim(s) for attorney's fees and costs pursued, requested, or alleged by Plaintiff in the Action.

1.20 "PAGA Pay Period" means any pay period during which an Aggrieved Employee worked at least one day for one of the Defendants during the PAGA Period.

1.21 "PAGA Period" means the period from August 24, 2021, to October 9, 2025.

1.22 "PAGA" means the Labor Code Private Attorneys General Act of 2004 (Labor Code §§ 2698, *et seq*. (2016)).

1.23 "PAGA Notice" means Plaintiff's August 24, 2022, letter to the LWDA and Defendants, which provided notice pursuant to Labor Code section 2699.3, subd.(a) (2016).

1.24 "PAGA Penalties" means the amount of money to be paid from the Gross Settlement Amount to the Aggrieved Employees and LWDA after deducting the PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Administration Expenses Payment, and Plaintiff's Enhancement Award (if the Court grants Plaintiff's request for same). The PAGA

Penalties will be allocated 25% to the Aggrieved Employees and 75% to the LWDA in settlement of Plaintiff's non-individual PAGA claim. Note, use of the term "PAGA Penalties" in this Agreement should not be misconstrued nor does it amount to an admission or indication of a finding of wrongdoing by Defendants or that Defendants owe civil penalties. Rather, this term is simply being used to denote the amount of the Gross Settlement Amount that will be paid to the Aggrieved Employees and LWDA after deductions for other payments are made. It has no meaning beyond that and cannot be used in this or any other matter, proceeding, or claim as evidence of wrongdoing or a finding against any of the Defendants.

1.25 "Plaintiff" means Marissa Adderley, the named plaintiff in the Action.

1.26 "Released PAGA Claims" means the claims being released as described in Paragraph 5 below.

1.27 "Released Parties" means Defendants.

1.28 "Settlement" means the disposition of the remaining claim in the Action and the Action, itself, effected by this Agreement and the Judgment.

2. RECITALS.

2.1 On August 24, 2022, Plaintiff issued her PAGA Notice. That same day, she commenced the Action by filing a civil complaint alleging wage and hour-based causes of action on a putative class action basis against Defendants. On October 28, 2022, Plaintiff filed a first amended complaint ("FAC"), which added a PAGA claim based on Defendants' alleged violation of California wage and hour law, to her lawsuit. The FAC is the operative complaint in this Action (the "Operative Complaint"). Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in the Operative Complaint, deny any joint employment, single enterprise, or other similar type of relationship between them, and deny any and all liability for the causes of action alleged.

2.2 Pursuant to Labor Code §2699.3(a) (2016), Plaintiff gave timely written notice to Defendants and the LWDA by sending the PAGA Notice.

2.3 On October 9, 2025, the Parties participated in an all-day mediation presided over by Jason Marsili, Esq.

2.4 Prior to mediation, Plaintiff obtained, through informal discovery, a representative sampling of time and payroll data for Aggrieved Employees and the necessary policy documents.

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

3. MONETARY TERMS.

3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 7 below, Defendants promise to pay $200,000.00 (two hundred thousand dollars and zero cents) and no more as the Gross Settlement Amount. Defendants have no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 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, especially given the Settlement is of Plaintiff's non-individual PAGA claim only and, as a result, is not subject to any opt out period, protocol, or process. None of the Gross Settlement Amount will revert to Defendants.

3.2 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 the Approval Order:

3.2.1 To Plaintiff: Plaintiff will make a request for payment of the Enhancement Award to her of not more than $5,000.00 (five thousand dollars and zero cents), to be paid out of the Gross Settlement Amount when filing her motion for approval of this Settlement. Defendants may oppose Plaintiff's request for an Enhancement Award orally and/or in writing, including by filing a limited opposition (for purposes of opposing Plaintiff's request for an Enhancement Award, only, assuming Plaintiff's Motion for Approval otherwise follows and/or comports with this Agreement) in response to Plaintiff's Motion for Approval. As part of Plaintiff's motion for the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, Plaintiff will, no later than sixteen (16) court days prior to the approval hearing, or as otherwise ordered by the Court, request the Court allow her to receive an Enhancement Award. If the Court grants Plaintiff's request for an Enhancement Award, then the amount for which it is granted shall be paid out of the Gross Settlement Amount. If the Court grants Plaintiff's request for an

Enhancement Award, an IRS Form 1099 will be used for issuance of that amount. Plaintiff assumes full responsibility and liability for any taxes owed on any Enhancement Award she may receive. If the Court decides Plaintiff is not entitled to an Enhancement Award, Plaintiff agrees this will not serve as a basis to invalidate the Settlement and/or serve as a material provision or determination that may serve as grounds to rescind the Settlement.

3.2.2 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third of the Gross Settlement Amount, which is currently estimated to be $66,666.66 (sixty-six thousand six hundred sixty-six dollars and sixty-six cents), and a PAGA Counsel Litigation Expenses Payment for actual costs, not to exceed $27,500.00 (twenty-seven thousand five hundred dollars and zero cents). Defendants will not oppose requests for these payments. Plaintiff and/or PAGA Counsel will file a motion for PAGA Counsel Fees Payment no later than sixteen (16) court days prior to the Approval Hearing, or as otherwise ordered by the Court. If the Court approves a PAGA Counsel Fees Payment or PAGA Counsel Litigation Expenses Payment that is less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount for distribution to the Aggrieved Employees and LWDA in accordance with the 25%/75% split as set forth herein. Released Parties shall have no liability to PAGA Counsel or any other plaintiff's counsel arising from any claim to any portion of PAGA Counsel Fees Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Litigation 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 will hold Defendants harmless, and indemnify Defendants, from any dispute or controversy regarding any division or sharing of any of these payments.

3.2.3 To the Administrator: An Administration Expenses Payment not to exceed $2,950.00 except for a showing of good cause and as approved by the Court. To the extent this payment is less or the Court approves payment of less than $2,950.00, the Administrator will retain the remainder in the Net Settlement Amount to be distributed to Aggrieved Employees and the LWDA in accordance with the 25%/75% split as set forth herein.

3.2.4 To the LWDA and Aggrieved Employees: After deducting any Enhancement Award awarded to Plaintiff by the Court (assuming one is), PAGA Counsel's Fees Payment, PAGA Counsel's Litigation Expenses Payment, and Administration Expenses Payment, the amount remaining of the GSA shall be allocated to the resolution of claims for alleged civil penalties arising under PAGA. Pursuant to PAGA prior to the most recent amendments and/or reforms to same (i.e., "old" PAGA), 75% of the PAGA Penalties payment shall be paid to the LWDA, and 25% of the PAGA Penalties payment shall be paid pro-rata by pay periods to all Aggrieved Employees as Individual PAGA Payments as discussed herein. All Individual PAGA Payments will be allocated 100% to the settlement of claims for civil penalties and shall be reported on an IRS Form 1099 by the Administrator.

3.2.4.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' total 25% share of PAGA Penalties by the total number of Pay Periods worked by all Aggrieved Employees during the PAGA Period, and (b) multiplying the result by each individual Aggrieved Employee's PAGA Pay Period count. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payments.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Aggrieved Employee Pay Periods. Based on a review of their respective records, Defendants represent there are 88 Aggrieved Employees who worked a total of 4,350 PAGA Pay Periods during the PAGA Period.

4.2 Aggrieved Employee Data. Not later than ten (10) days after the Court grants Approval of the Settlement, Defendants will deliver the Aggrieved Employee Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' 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. Defendants have a continuing duty to immediately notify PAGA Counsel if they discover that the Aggrieved Employee Data omitted Aggrieved 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 Defendants 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.

4.3 Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than fourteen (14) days after the Effective Date.

4.4 Payments from the Gross Settlement Amount. Within ten (10) days after Defendants fully fund the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Costs Payment, the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, and the Enhancement Award (if the Court grants Plaintiff's request for same). Disbursement of the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, and the Enhancement Award (again, if the Court grants Plaintiff's request for same) shall not precede disbursement of Individual PAGA Payments.

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

4.4.2 The Administrator must conduct an Aggrieved Employee Address Search for all other Aggrieved Employees whose checks are returned undelivered without USPS forwarding addresses. Within seven (7) 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.

4.4.3 For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and canceled after the Void Date, the Administrator shall transmit the funds represented by such check(s) to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

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

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

5.1 Released PAGA Claims: The claims released by Aggrieved Employees and the LWDA (the "Released PAGA Claims") are all claims for PAGA civil penalties and any associated relief (such as for attorneys' fees and costs per PAGA) that are alleged or reasonably could have been alleged based on the allegations and/or contentions in the Operative Complaint and/or the PAGA Notice issued by Plaintiff. The Released PAGA Claims are those that allegedly accrued and/or occurred during the PAGA Period and/or resulted in Defendants' alleged incurrence of PAGA civil penalties. The release shall apply only to Defendants and shall not extend to any subsidiaries, parent companies, or related entities. Expressly excluded from this release are SSA Terminals, LLC; SSA Containers, Inc.; and any other entity or person other than Defendants. But, if an Aggrieved Employee is later alleged to be an aggrieved employee as to another entity or person not covered by this Agreement/the Settlement and civil penalties are sought in relation to him/her for any part of the PAGA Period, then this Agreement/the Settlement may be pled as a defense.

5.2 Mutual Waiver of Attorneys' Fees and Costs: Aside from the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties agree to a mutual waiver of all attorneys' fees and costs incurred by their respective counsel with respect to the Action. This Settlement may not be used as evidence of nor does it constitute any finding that any Party is a "prevailing party" or has secured a resolution in its favor for purposes of attorneys' fees and/or costs recovery.

6. SETTLEMENT ADMINISTRATION.

6.1 Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, the Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for the Administration Expenses Payment. The Parties and their counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

6.2 Employer Identification Number. Although the Individual PAGA Payments are being classified as 100% Form 1099 income, meaning they are not subject to employer-side taxes or wage-related withholdings, the Administrator shall have and use its own Employer Identification Number for purposes of calculating any tax-related amounts or figures in relation to the Settlement and/or the Released Claims.

6.3 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 for the funding of the GSA. Any interest that accrues on the GSA sums paid into the QSF prior to distribution by the Administrator will become part of the Net Settlement Amount for distribution to Aggrieved Employees and the LWDA via the 25%/75% split identified herein.

6.4 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.

6.4.1 Final Report by Settlement Administrator. Within ten (10) days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide PAGA Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least fifteen (15) days before any deadline set by the Court, the Administrator will prepare, and submit to PAGA Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. PAGA Counsel is responsible for filing the Administrator's declaration in Court.

7. <u>ESCALATOR CLAUSE.</u> Based on its records, Defendants represent there are 88 Aggrieved Employees who worked a total of 4,350 PAGA Pay during the PAGA Period. If, on final calculation, the total number of Pay Periods worked by Aggrieved Employees during the PAGA Period exceeds 4,350 Pay Periods by more than 10% (i.e. more than 435 pay periods), then the Gross Settlement Amount will be increased proportionally by the number of pay periods worked in excess of 10% greater than 4,350 (i.e. 4,785) pay periods. For example, if the final number of total pay periods worked by Aggrieved Employees during the PAGA Period exceeds 4,350 by 15% (or to 5,003 pay periods), the GSA will increase by 5% (or to $210,000). If this provision is triggered, the Parties agree that the portion of the GSA allocated to attorneys' fees will increase proportionally such that the total amount of attorneys' fees remains one-third of the GSA after the upward adjustment required by this provision is implemented. Unless this escalator clause is triggered, Defendants shall not owe any monies or amounts beyond the GSA in relation to the Settlement. Note, this escalator clause <u>will not</u> be triggered if the total number of Pay Periods for the Aggrieved Employees for the PAGA Period totals 4,785 or less.

8. <u>MOTION FOR APPROVAL</u>. Not later than sixteen (16) court days before the calendared Approval Hearing, unless otherwise scheduled by the Court, Plaintiff will file in Court, a Motion for Approval of the Settlement that includes a request for approval of the Settlement under Labor Code section 2699, subd. (l); a proposed Approval Order; and a proposed Judgment (collectively "Motion for Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel prior to filing the Motion for Approval. PAGA Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Approval, aside from Plaintiff's request for an Enhancement Award, which the Parties have already extensively met and conferred on and on which the Parties have reached impasse (which resulted in agreement that the Court would ultimately decide whether Plaintiff receives an Enhancement Award as to the Settlement).

8.1 <u>Duty to Cooperate</u>. If the Court does not grant Approval or conditions Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Aggrieved Employees), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary and agreeable to obtain Approval.

The Court's decision to not award an Enhancement Award or award one less than the amount requested and/or its decision to award PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and/or Administrator Costs Payment in amounts less than requested, shall not constitute a material modification to the Agreement within the meaning of this paragraph.

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

8.3 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Gross Settlement Amount, PAGA Counsel Fees Payment, and PAGA Counsel Litigation Expenses Payment as set forth in this Settlement, the Parties, their respective counsel, and all Aggrieved Employees 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, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an appeal is taken of 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.

8.4 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Aggrieved Employees), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to try to address the appellate court's concerns and seek Approval and Entry of Judgment, sharing, on a 50-50 basis, any additional Administration Costs reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's decision on Plaintiff's request for an Enhancement Award or any payments to PAGA Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

8.5 Submission of Agreement to LWDA. On the same day Plaintiff files her Motion for Approval with the Court, she shall also submit a fully-executed version of the Agreement along with any other applicable materials to the LWDA for its review. If the LWDA takes issue with, raises any concerns as to, and/or objects to the Agreement and/or Settlement, then the Parties shall meet and confer to try to sufficiently address any such concerns, issues, and/or objections raised by the LWDA to the LWDA's satisfaction. Note, any funding obligations of Defendants as to the Settlement are suspended and to be held in abeyance while any issue, objection, and/or concern identified by the LWDA is pending, unless the Court overrules any objection and/or dismisses and/or denies any issue(s) or concern(s) raised or made by the LWDA as to the Agreement and/or Settlement.

9. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure §384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

10. ADDITIONAL PROVISIONS.

10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. It also does not amount to an admission that the group of Aggrieved Employees is manageable for any purpose other than administration of this Settlement. If, for any reason, the Court does not grant Approval, or enter Judgment, Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendants' defenses. The Settlement, this Agreement, and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party, including the Memorandum of Understanding (short-form settlement agreement) executed by the Parties as of February 3, 2026.

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

10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the 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, any portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

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

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

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

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

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

10.11 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 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.

10.13 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.

10.14 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:

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To Defendants:

JAMES MCMULLEN (SBN: 095853)
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JUSTIN M. MICHITSCH (SBN: 285702)
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GORDON REES SCULLY MANSUKHANI, LLP

101 W. Broadway, Suite 2000
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10.15 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or by 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.

10.16 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement pursuant to CCP section 583.330, the date to bring a case to trial under CCP section 583.310 will be extended for the entire period of this settlement process.

10.17 Binding Agreement. The Parties intend that this Agreement shall be fully enforceable and binding upon all Parties within the provisions of Cal. Civil Proc. § 664.6, and that it shall be admissible and subject to disclosure in any proceeding to enforce its terms pursuant to Cal. Evid. Code §§ 1122(a)(1) and l123(b), notwithstanding the confidentiality provisions that otherwise might apply under federal or state law. The Parties further agree and intend that the Los Angeles County Superior Court may enforce this Agreement pursuant to Code of Civil Procedure § 664.6.

IT IS SO AGREED.

By the Parties:

DATED: 4/1/2026 ______________

Signed by:
Marissa Adderley
B14FD341B7D44CB...
____
Plaintiff Marissa Adderley

DATED: March 31, 2026

____
Defendant SSA Pacific, Inc. (now know as SSA Conventional, Inc.)

Signed by:
Klaudio Biazevich
F6590F16FB3A47D...
By: Klaudio Biazevich
Position: Regional Vice President of Operations

DATED: March 31, 2026

____
Defendant SSA Marine, Inc.

DocuSigned by:
Matthew K. McCardell
DA70542E2820420...
By: Matthew K. McCardell
Position: General Counsel

DATED: March 31, 2026

____
Defendant Carrix, Inc.

DocuSigned by:
Jaime L. Neal
2116AD1B32CA40B...
By: Jaime L. Neal
Position: Chief Financial Officer

Approved by counsel:

DATED:

WILSHIRE LAW FIRM

BY: ______________________________
John G. Yslas
Jeffrey C. Bils
Counsel for Plaintiff Marissa Adderley

DATED:

GORDON REES SCULLY MANSUKHANI, LLP

BY: ______________________________
Jim McMullen
Justin M. Michitsch
Counsel for Defendants SSA Pacific, Inc. (now known as SSA Conventional, Inc.), SSA Marine, Inc., and Carrix, Inc.

DATED: ____________ ____________________________________

Defendant SSA Pacific, Inc. (now known as SSA Conventional, Inc.)

By: ________________________________
Position: ____________________________

DATED: ____________ ____________________________________

Defendant SSA Marine Inc.

By: ________________________________
Position: ____________________________

DATED: ____________ ____________________________________

Defendant Carrix, Inc.

By: ________________________________
Position: ____________________________

Approved by counsel:

DATED: 4/1/2026 WILSHIRE LAW FIRM

BY: ____________________________________
John G. Yslas
Jeffrey C. Bils
Counsel for Plaintiff Marissa Adderley

DATED: 4/1/2026 GORDON REES SCULLY MANSUKHANI, LLP

BY: ____________________________________
Jim McMullen
Justin M. Michitsch
Counsel for Defendants SSA Pacific, Inc. (now known as SSA Conventional, Inc.), SSA Marine, Inc., and Carrix, Inc.

EXHIBIT A

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

Marissa Adderley* v. *SSA Pacific, Inc., et al.
Case No. 22STCV27591

NOTICE RE: SETTLEMENT OF REPRESENTATIVE LEGAL CLAIM AND YOUR PORTION OF SETTLEMENT FUND

Please allow the following to serve as notice of a settlement reached on a representative claim filed under the California Labor Code Private Attorneys General Act of 2004 ("PAGA") and payment to you of your portion of the resulting settlement fund.

In 2022, Plaintiff Marissa Adderley ("Plaintiff") filed a lawsuit against Defendants SSA Pacific, Inc. (now known as SSA Conventional, Inc.), SSA Marine, Inc., and Carrix, Inc. ("Defendants") in Los Angeles Superior Court, case no. 22STCV27591. Plaintiff alleged, among other things, Defendants committed wage and hour violations as to their non-exempt/hourly California employees, resulting in civil penalties. Plaintiff filed the claim as a representative action under the PAGA in civil court ("Claim") after the California Labor and Workforce Development Agency ("LWDA") did not respond to Plaintiff's request for the agency to pursue such claim.

As noted below, the parties reached a settlement on the Claim ("Settlement"). The individuals covered by the Settlement are all current and former non-exempt employees of Defendants who worked at least one day in the State of California between August 24, 2021, through October 9, 2025. These individuals are referred to as the "Aggrieved Employees".

Why You Are Receiving This Notice:

Defendants' records indicate that you worked for one of the Defendants in the State of California for at least one day between August 24, 2021, through October 9, 2025. As such, you have been identified as an Aggrieved Employee covered by and entitled to a portion of the settlement reached on the Claim.

The Lawsuit and Settlement Reached By the Parties:

The lawsuit alleged Defendants violated the California Labor Code by, among other things, failing to (1) provide compliant meal periods and rest breaks and/or premium pay for non-compliant meal periods and rest breaks, (2) timely pay all wages during employment and at the end of employment, (3) pay for all hours worked, (4) pay overtime and double-time wages, and (5) provide accurate, itemized wage statements. Plaintiff contended Defendants owed civil penalties and other forms of relief because of these alleged violations and sought them under PAGA. Defendants denied and continue to deny Plaintiff's contentions, that Defendants violated the California Labor Code, that Defendants employed the Aggrieved Employees jointly or as a single unit, and that Defendants incurred or owe any civil penalties.

The Court has made no determination on the merits of Plaintiff's contentions or Defendants' defenses. But, to avoid the risk of litigation and costs associated with it, the parties agreed to resolve the Claim via settlement.

The Court has approved the Settlement. You are not a named party to this lawsuit, but you and the LWDA will be bound by the judgment in this matter entered on the Claim. Note, you cannot opt-out of or object to the Settlement.

Settlement Check Valid for 180 Days:

The enclosed check represents your portion of the Settlement, which is based on your share of the total settlement proceeds that are to be paid to the Aggrieved Employees. You may deposit or cash the check without any further obligation on your part and there is no need for you to contact the settlement administrator, the parties, or the Court in order to do so. The check will be valid for 180 days from the date of issuance. If the check remains uncashed for more than 180 days after issuance, the funds will be remitted to the State Controller's Office, Unclaimed Property Division, in your name.

Please note that you not cashing the check will not result in you being excluded from the Settlement or being considered to not release or waive the Claim. Regardless of whether you cash the check, you will be deemed to be covered by the Settlement and, as a result, have released the Claim.

No Tax Advice:

Please note that your portion of the Settlement will be considered civil penalties and reported to the IRS and state tax authorities as Form 1099 Income. This payment may be subject to local, state, or federal taxes. However, this notice and the statements contained herein, are not and shall not constitute tax advice. You should rely on your own tax advisors as to any tax consequences resulting from your portion of the Settlement.

Again, neither Plaintiff, Defendants, nor their respective counsel have made any representations or warranties regarding the taxation of your settlement payment. Nothing within this notice or any other communication shall constitute or be construed or relied upon as tax advice within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended).

How to Obtain Further Information About the Claim or Settlement:

If you would like further information about this case or the Settlement, you can visit the office of the Clerk of the Los Angeles Superior Court, at Spring Street Courthouse, 312 North Spring Street, Los Angeles, California 90012, from 8:30 a.m. to 4:30 p.m., Monday through Friday, excluding Court holidays, or you may access the Court docket in this case through the Court's Case Access system at https://www.lacourt.ca.gov/pages/lp/access-a-case. Alternatively, you may contact the settlement administrator:

ILYM Group, Inc.
Administrator Address
Administrator Address
Website

PLEASE DO NOT CALL OR WRITE THE COURT ABOUT THIS NOTICE OR FOR INFORMATION REGARDING THIS SETTLEMENT