

PLAINTIFF/PETITIONER: Kierra Russo
 DEFENDANT/RESPONDENT: Markstein Sales Company., et al.

CASE NUMBER:
 C23-00119

**PROOF OF SERVICE BY FIRST-CLASS MAIL
 NOTICE OF ENTRY OF JUDGMENT OR ORDER**

(NOTE: You cannot serve the Notice of Entry of Judgment or Order if you are a party in the action. The person who served the notice must complete this proof of service.)

1. I am at least 18 years old and **not a party to this action**. I am a resident of or employed in the county where the mailing took place, and my residence or business address is (*specify*):
 22939 Hawthorne Blvd, Suite 300, Torrance, CA 90505

2. I served a copy of the *Notice of Entry of Judgment or Order* by enclosing it in a sealed envelope with postage fully prepaid and (*check one*):

- a. ☐ deposited the sealed envelope with the United States Postal Service.
 b. ☒ placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

3. The *Notice of Entry of Judgment or Order* was mailed:

- a. on (*date*): September 18, 2026
 b. from (*city and state*): Torrance, CA

4. The envelope was addressed and mailed as follows:

a. Name of person served:
 Joshua M. Henderson, Esq./JACKSON LEWIS P.C.
 Street address: 50 California Street, 9th Floor
 City: San Francisco
 State and zip code: CA 94111

c. Name of person served:
 Street address:
 City:
 State and zip code:

b. Name of person served:
 Street address:
 City:
 State and zip code:

d. Name of person served:
 Street address:
 City:
 State and zip code:

☐ Names and addresses of additional persons served are attached. (*You may use form POS-030(P).*)

5. Number of pages attached: 23

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: September 18, 2026

Kimberly Rodriguez

(TYPE OR PRINT NAME OF DECLARANT)



Kimberly Rodriguez

(SIGNATURE OF DECLARANT)

Justin Lo (SBN: 280102)
justin@caworklawyer.com
WORK LAWYERS, PC
22939 Hawthorne Blvd., #300
Torrance, CA 90505
Phone: (310) 248-2944
Fax: (424) 355-8335

Attorneys for Plaintiff KIERRA RUSSO, as representative of the State of California and the Labor and Workforce Development Agency, and on behalf of herself and other current and former employees.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF CONTRA COSTA**

KIERRA RUSSO, on behalf of herself and all
other aggrieved employees,

Plaintiff,

v.

MARKSTEIN SALES COMPANY., a
California Corporation; LAURA
MARKSTEIN, an individual; and DOES 1- 50,
Inclusive,

Defendants,

Case No. C23-00119

Assigned for all purposes, Hon. Edward G. Weil

**AMENDED ~~PROPOSED~~ ORDER
GRANTING APPROVAL OF
SETTLEMENT OF CLAIMS BROUGHT
PURSUANT TO THE PRIVATE
ATTORNEYS GENERAL ACT OF 2004,
AWARDING ATTORNEYS' FEES,
COSTS, AND REIMBURSEMENT OF
SETTLEMENT ADMINISTRATION
EXPENSES AND DISMISSING THIS
ACTION WITH PREJUDICE**

**Date: May 8, 2025
Time: 9:00 a.m.
Dept.: 39**

Complaint Filed: January 18, 2023
Trial: Not Yet Set.

1 Plaintiff KIERRA RUSSO's ("Plaintiff") Unopposed Motion for an Order: (1) granting
2 approval of the proposed settlement of claims brought pursuant to the Private Attorneys General
3 Act of 2004 (Cal. Labor Code § 2698 *et seq.*) ("PAGA") set forth in the Parties' PAGA Settlement
4 Agreement (the "Settlement" or "Settlement Agreement"), attached as Exhibit 1; (2) appointing
5 Phoenix Settlement Administrators as the Settlement Administrator and approving payment of its
6 fees not to exceed \$8,500.00 from the Settlement Sum; (3) directing disbursement of the Settlement
7 Sum pursuant to the terms of the Settlement Agreement; (4) directing payment of attorneys' fees
8 and litigation costs from the Settlement Sum not to exceed \$143,333.33 to Plaintiffs' counsel for
9 attorney's fees and \$13,189.21 in expenses; and (5) dismissing this Action with prejudice came on
10 for hearing before this Court in Department 39, the Honorable Edward G. Weil presiding on May
11 8, 2025. The Courts tentative ruling is adopted as the order of the court which is attached hereto
12 as **Exhibit 1**.

13 Having reviewed the Settlement Agreement and duly considered the parties' papers and oral
14 argument, and good cause appearing,

15 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

16 1. All terms used herein shall have the same meaning as defined in the PAGA
17 Settlement Agreement, which is attached hereto as **Exhibit 2**.

18 2. This Court has jurisdiction over the claims of the Aggrieved Employees and the
19 State of California asserted in this proceeding and over all Parties to the Action.

20 3. The Settlement is not an admission by Defendant MARKSTEIN SALES
21 COMPANY ("Defendant"), nor is this Order a finding of the validity of any allegation or of any
22 liability or wrongdoing by Defendant. Neither this Judgment, the Settlement Agreement, nor any
23 document referred to herein, nor any action taken to carry out the Settlement, may be used as an
24 admission of any fault, wrongdoing, omission, concession, or liability whatsoever by or against
25 Defendant.

26 4. The Court finds that the Settlement was entered into in good faith, that the
27 Settlement is fair, reasonable and adequate, and that the Settlement satisfies the standards and

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1 applicable requirements for approval of PAGA representative actions under California law. The
2 Court finds that the Settlement Sum of \$430,000.00 represents a fair compromise of the claims
3 alleged in the Action, considering the maximum potential value of the claims asserted and the risks
4 inherent in further litigation.

5 5. The Court has considered the authorities and evidence presented by Plaintiff and
6 based thereon hereby approves the following awards and deductions from the Settlement Sum:

7 a. To Plaintiffs' counsel, Work Lawyers, PC, an award of \$143,333.33 in
8 attorneys' fees which represents 33.3% of the Gross Settlement Amount and \$13,189.21 in
9 costs. The Court finds that these amounts are fair and reasonable and commensurate with
10 applicable California law. \$7,166.66 (5%) of the attorneys fees shall be withheld by the
11 Administrator pending the compliance hearing.

12 b. To Phoenix Settlement Administrators, the settlement administrator, a
13 payment of up to \$8,500.00 to administer the Settlement through its conclusion, including
14 disbursement of the Settlement Sum and all tax reporting associated therewith.

15 5. The amount remaining of the Settlement Sum following these deductions is the Net
16 Settlement Amount of approximately \$264,977.46. The Net Settlement Amount shall be distributed
17 75% to the Labor and Workforce Development Agency and 25% to the Aggrieved Employees.

18 6. Upon entry of this Order, the Parties shall effectuate all terms of the Settlement
19 based on the provisions and timelines set forth in the Settlement Agreement.

20 7. After entry of this Order, pursuant to the Settlement Agreement, the Court shall
21 retain jurisdiction of the Action under Code of Civil Procedure § 664.6. to construe, interpret,
22 implement, and enforce the Settlement Agreement and this Order.

23 8. A Compliance Hearing is set for March 19, 2026, at 9:00 a.m. in Department 39.

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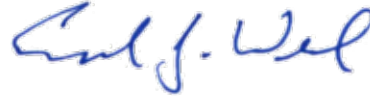
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1 Counsel for Plaintiff and Aggrieved Employees shall submit a final accounting report regarding
2 the status of settlement administration at least week prior to this Compliance Hearing.

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4 **IT IS SO ORDERED.**



Hon. Edward Weil

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6 Dated: 5/28/2025

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8 HON. EDWARD G. WEIL
9 JUDGE OF THE SUPERIOR COURT
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EXHIBIT 1

Superior Court of California, Contra Costa County

Department 39
925-608-1000
www.cc-courts.org



F. Li
Court Executive Officer

MINUTE ORDER

KIERRA RUSSO VS. MARKSTEIN SALES COMPANY.,

C23-00119

HEARING DATE: 05/08/2025

PROCEEDINGS: *HEARING ON MOTION IN RE: ORDER APPROVING SETTLEMENT OF CLAIMS

DEPARTMENT 39
JUDICIAL OFFICER: EDWARD G WEIL

CLERK: BROOKE POOL
COURT REPORTER: NOT REPORTED
BAILIFF: KIAN LAVASSANI

JOURNAL ENTRIES:

Appearances:

No appearance by or for either party.

Proceedings:

There being no opposition to the tentative ruling, the tentative ruling becomes the order of the court as follows:

***TENTATIVE RULING: ***

Kierra Russo moves for approval of the settlement of her PAGA suit against defendant Markstein Sales Company.

A. Background of the Case and Terms of Settlement

This is a PAGA case, alleging a variety of violations of the Labor Code concerning failure to provide rest and meal breaks, failure to pay for off-the-clock work, and cascading derivative violations. Plaintiff has given notice to the LWDA. The complaint was filed January 18, 2023.

The total settlement payment is \$430,000. This is composed of attorney's fees of \$143,333.33 (one-third of the settlement), litigation costs of up to \$20,000, \$8,500 in costs to the settlement administrator. The remaining amount (\$265,666.67) would be a PAGA penalty, which would be apportioned 75% to the LWDA and 25% to the aggrieved employees, i.e., \$192,500 to the LWDA and \$64,166.66 to the aggrieved employees.

The settlement indicates that there are an estimated 293 aggrieved employees. The payments from the employee share of the penalty will be distributed among the employees based on the number of pay periods each individual worked during the PAGA period. The average employee share will be about \$220.27.

Plaintiff's counsel attests that they engaged in extensive arms-length settlement negotiations. Informal and formal discovery was undertaken. Counsel's declaration provides a general discussion of the strengths and weaknesses of the case. He estimates the maximum theoretical recovery at \$910,000, and explains why the settlement is justified.

Plaintiff provided required notices to the LWDA of the initial claims and of the proposed settlement.

The settlement provides a process for mailing the notices to the aggrieved employees, who

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will not have to submit a claim, along with a process for following up on returned mail. Because this is a PAGA settlement, not a class action, there is no opportunity to object or opt out.

The settlement provides that the value of checks uncashed after 180 days will be turned over to the State Controller's Office Unclaimed Property Division in the names of the aggrieved employees.

The settlement releases any claims under PAGA that "that were described in the notice of alleged PAGA violations sent by Plaintiff to the LWDA, and alleged or could have been alleged in the Operative complaint." Under recent appellate authority, limitation to those claims with the "same factual predicate" as those alleged in the complaint is critical. (*Amaro v. Anaheim Arena Mgmt., LLC* (2021) 69 Cal.App.5th 521, 537 ["A court cannot release claims that are outside the scope of the allegations of the complaint." "Put another way, a release of claims that goes beyond the scope of the allegations in the operative complaint' is impermissible." (*Id.*, quoting *Marshall v. Northrop Grumman Corp.* (C.D. Cal.2020) 469 F.Supp.3d 942, 949.) Similarly, in a PAGA case, the release is limited to claims set forth in the LWDA notice.

B. Standards for Review of a PAGA Settlement

Settlements in PAGA cases must be approved by the court. (Labor Code § 2699(s)(2).) The Court of Appeal's decision in *Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, provided guidance on this issue. In *Moniz*, the court found that the "fair, reasonable, and adequate" standard applicable to class actions applies to PAGA settlements. (*Id.*, at 64.) The Court also held that the trial court must assess "the fairness of the settlement's allocation of civil penalties between the affected aggrieved employees[.]" (*Id.*, at 64-65.)

California law provides some general guidance concerning judicial approval of any settlement. First, public policy generally favors settlement. (*Neary v. Regents of University of California* (1992) 3 Cal.4th 273.) Nonetheless, the court should not approve an agreement contrary to law or public policy. (*Bechtel Corp. v. Superior Court* (1973) 33 Cal.App.3d 405, 412; *Timney v. Lin* (2003) 106 Cal.App.4th 1121, 1127.) Moreover, "[t]he court cannot surrender its duty to see that the judgment to be entered is a just one, nor is the court to act as a mere puppet in the matter." (*California State Auto. Assn. Inter-Ins. Bureau v. Superior Court* (1990) 50 Cal.3d 658, 664.) As a result, courts have specifically noted that *Neary* does not always apply, because "[w]here the rights of the public are implicated, the additional safeguard of judicial review, though more cumbersome to the settlement process, serves a salutary purpose." (*Consumer Advocacy Group, Inc. v. Kintetsu Enterprises of America* (2006) 141 Cal.App.4th 46, 63.)

C. Application to this settlement

Plaintiff indicates that the settlement is fair and was evaluated by counsel based on adequate information and arms-length negotiation. Even assuming success on the merits of each claim, PAGA gives the court discretion to reduce penalties for a variety of reasons, including where "based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust arbitrary and oppressive, or confiscatory." (Labor Code, § 2699(e)(2).) These factors make the result hard to predict. Considering counsel's analysis, the Court finds that the recovery is fair, reasonable, and adequate.

Labor Code section 2699(k)(1) provides that a prevailing employee in a PAGA action may recover attorney's fees. Plaintiff seeks one-third of the total settlement amount as fees, relying on

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the "common fund" theory. Even a proper common fund-based fee award, however, should be reviewed through a lodestar cross-check. In *Lafitte v. Robert Half International* (2016) 1 Cal.5th 480, 503, the Supreme Court endorsed the use of a lodestar cross-check as a way to determine whether the percentage allocated is reasonable. It stated: "If the multiplier calculated by means of a lodestar cross-check is extraordinarily high or low, the trial court should consider whether the percentage used should be adjusted so as to bring the imputed multiplier within a justifiable range, but the court is not necessarily required to make such an adjustment." (*Id.*, at 505.) Although *Lafitte* concerns a class action, not a PAGA-only case, this Court views the use of a lodestar cross-check as appropriate here. Based on one-third of the recovery, plaintiff seeks \$143,333.33.

Plaintiff has conducted a lodestar cross-check. Counsel calculate 108.97 hours, at an hourly rate of \$750. This results in a lodestar of approximately \$81,727.50, with an implied multiplier of 1.75. Without necessarily endorsing every individual component of the lodestar, no adjustment is required.

The statute does not expressly address how the 25% plaintiff's share of the penalties is to be allocated among all of the aggrieved employees. (*Iskanian v. CLS Transp. Los Angeles, LLC* (2014) 59 Cal.4th 348, 382.) One court has held, however, that the entire 25% share of penalties could not be awarded to the plaintiff. (*Moorer v. Noble L.A. Events, Inc.* (2019) 32 Cal.App.5th 736, 742-743.) In *Moorer*, the plaintiff had a claim worth about \$9,500, yet was collecting penalties of \$148,000, and keeping the entire employee share, causing the court to be concerned that the plaintiff had lost sight of the fact that the purpose of the action is to benefit the public, not private parties. Allocation based on pay periods is reasonable here.

Litigation costs of \$13,189.21 (less than the maximum of \$20,000 provided in the agreement), are sought. They are reasonable and are approved.

The administrator's costs of \$8,500 (less than the maximum of \$10,000 provided in the agreement), are reasonable and are approved.

D. Conclusion

The Court finds that the settlement is fair, reasonable, and adequate, and grants the motion to approve.

Counsel are directed to prepare an order incorporating the provisions of this ruling.

In addition, the order should include a compliance hearing for a suitable date (after the settlement has been implemented), chosen in consultation with the Department's clerk. One week before the compliance hearing, counsel shall file a compliance statement. 5% of the attorney's fees shall be withheld by the Administrator pending the compliance hearing.

DATED: 5/8/2025

BY: _____

B. POOL, DEPUTY CLERK

EXHIBIT 2

PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT

Kierra Russo v. Markstein Sales Company, et al. **Contra Costa County Superior Court, Case No. C23-00119**

This Private Attorneys General Act Agreement (“Agreement”) is made and entered into between Kierra Russo (acting in her individual capacity and in a representative capacity as a private attorney general on behalf of Aggrieved Employees and the State of California), on the one hand (“Plaintiff”) and Markstein Sales Company (“Defendant”) on the other hand (Plaintiff and Defendant are collectively referred to herein as the “Parties.”) Capitalized terms used herein shall have the meanings set forth in Section I or elsewhere in this Agreement.

I. DEFINITIONS

The following terms, when used in this Agreement, shall have the following meanings:

1. “Administrator” means Phoenix Class Action Settlement Administration Solutions, the neutral entity the Parties have agreed to appoint to administer the Settlement.
2. “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.
3. “Aggrieved Employees” consist of all hourly and/or non-exempt former and current employees of Markstein Sales Company any time from January 18, 2022 through November 19, 2024. The number of Aggrieved Employees, including Plaintiff, is estimated to be Two-Hundred Ninety-three (293) and the number of pay periods is estimated to be Nine Thousand One Hundred (9,100) from January 18, 2022 through November 19, 2024.
4. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for the current mailing addresses for the Aggrieved Employees 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.
5. “Aggrieved Employee Data” means identifying information for the Aggrieved Employees in Defendant’s possession, including the names, last-known mailing addresses, Social Security numbers, and number of PAGA Pay Periods for the Aggrieved Employees.
6. “Agreement” means the Settlement Agreement of the PAGA Action as memorialized in this Agreement.
7. “Approval Order” means the proposed Court Order Granting Approval of the PAGA Settlement.
8. “Court” means the Superior Court of California for the County of Contra Costa.

9. “Defendant” means Markstein Sales Company, a California Corporation.
10. “Defendant’s counsel” means Joshua M. Henderson, Esq. and Adrienne T. Subido, Esq. of Jackson Lewis P.C.
11. “Effective Date” means the date on which the Court approves this Agreement and dismisses the Action, with prejudice.
12. “Gross Settlement Amount” is the non-reversionary sum of Four-Hundred Thirty Thousand Dollars and Zero Cents (\$430,000.00), which represents the total amount payable under this Agreement by Defendant, including, without limitation, payments to all Aggrieved Employees, payment to the California Labor and Workforce Development Agency (“LWDA”), payment to the Settlement Administrator, and payment of Plaintiff’s attorneys’ fees and costs.
13. “Individual PAGA Payment” means the Aggrieved Employees’ pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
14. “Judgment” means the final approval Order and judgment entered by the Court in the PAGA Action.
15. “LWDA” means the California Labor and Workforce Development Agency.
16. “LWDA Payment” means the 75% of the PAGA Penalties paid to the LWDA pursuant to Labor Code section 2699, subd. (i).
17. “Net Settlement Amount” is the amount remaining to distribute to the LWDA and Aggrieved Employees after the following amounts (if approved by the Court) are subtracted from the Maximum Agreement Amount: (a) Plaintiff’s attorneys’ fees up to 33.3% of the Maximum Agreement Amount, currently estimated at One Hundred Forty-Three Thousand Three-hundred Thirty-three Dollars and Thirty-Three Cents (\$143,333.33); (b) Plaintiff’s costs of suit, not to exceed Twenty Thousand Dollars and Zero Cents (\$20,000.00); and (c) the cost of the Settlement Administrator, up to Ten Thousand Dollars and Zero Cents (\$10,000.00).
18. “PAGA” means the California Labor Code Private Attorneys General Act, California Labor Code § 2698, *et seq.*
19. “PAGA Action” means the matter entitled *Kierra Russo vs. Markstein Sales Company, et al.*, Superior Court of the State of California, County of Contra Costa, Case No. C23-00119, and as set forth in Plaintiff’s correspondence to the LWDA (“LWDA Letter”) dated October 21, 2022 (Case No. LDWA-CM-915208-22).
20. “PAGA Complaint” means the Representative Action Complaint entitled *Kierra Russo vs. Markstein Sales Company, et al.*, Superior Court of the State of California, County of Contra Costa, Case No. C23-00119, filed on January 18, 2023.

21. “PAGA Notice” means Plaintiff’s October 21, 2022 letter to Defendant and the LWDA (Case No. LDWA-CM-915208-22) providing notice pursuant to Labor Code section 2699.3, subd. (a).
22. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Net Settlement Amount allocated 25% to the Aggrieved Employees and 75% to the LWDA in settlement of the PAGA Action.
23. “PAGA Period” means the time period of January 18, 2022 through November 19, 2024.
24. “PAGA Released Claims” means any and all claims under PAGA that are pled in the PAGA Action or which could have been pled in the PAGA Action, and all other claims under PAGA that could have been premised on the facts, claims, causes of action, or legal theories in the PAGA Complaint and Plaintiff’s October 21, 2022 LWDA Letter (Case No. LDWA-CM-915208-22) that arose during the PAGA Period, including but not limited to those arising out of California Labor Code sections 201, 202, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1194, 1194.2, 2802, 2698, 2699, and 2699.3.
25. “Parties” means Plaintiff Kierra Russo and Defendant Markstein Sales Company.
26. “Plaintiff” means Kierra Russo, the named plaintiff in the PAGA Action.
27. “Plaintiff’s Counsel” means Justin Lo of Work Lawyers PC.
28. “Released PAGA Claims” means the claims being released by Plaintiff and Plaintiff’s Counsel, and as described in Section IV hereinbelow.
29. “Released Parties” means Laura Markstein, Defendant and each of its past, present, and future officers, directors, employees, agents, representatives, principals, accountants, auditors, attorneys, insurers, reinsurers, investors, shareholders, consultants, parent companies, acquirers, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint ventures.
30. “Settlement” means the disposition of the PAGA Action effected by this Agreement and the Approval Order.

II. RECITALS

1. On October 21, 2022, Plaintiff filed the PAGA Notice with the LWDA, and served the PAGA Notice on Defendant, asserting claims for civil penalties pursuant to PAGA stemming from alleged violations of the California Labor Code described in the PAGA Action.

On January 18, 2023, Plaintiff and her counsel filed the PAGA Complaint. In the PAGA Complaint, Plaintiff alleged a single cause of action seeking imposition of civil penalties under PAGA based upon Defendant’s alleged failure to: (1) Provide Required Meal Periods in violation of Labor Code section 512; (2) Provide Rest Periods in violation of Labor Code section 226.7; (3) Provide Complete and Accurate Wage Statements in violation of Labor Code section 226; (4) Pay

Overtime Wages; (5) Pay Minimum Wages; (6) Timely Pay Wages During Employment; (7) Pay All Wages Due To Discharged And Quitting Employees; and (8) Reimburse Business Expenses.

2. On June 20, 2024, the Parties participated in mediation with professional neutral, Kelly Knight, Esq., an experienced and reputable wage and hour and PAGA action mediator. At the conclusion of the mediation, the Parties reached an agreement for resolution to fully and finally resolve the PAGA Action as to Plaintiff and the Aggrieved Employees, which was memorialized in a Memorandum of Understanding, which this Agreement now supersedes in full.

3. Plaintiff, Plaintiff's Counsel, Defendant, and Defendant's Counsel have concluded that it is desirable that the PAGA claims asserted in the PAGA Action be settled in a manner and upon such terms and conditions set forth in this Agreement order to avoid further expense, inconvenience, and distraction of further legal proceedings, and the risk of an adverse outcome that each of the Parties potentially face. Plaintiff, Plaintiff's Counsel, Defendant, and Defendant's Counsel are of the opinion that this Agreement, including the consideration and terms set forth herein are fair, reasonable, and adequate in light of all known facts and circumstances.

4. Contemporaneous with the negotiation of this Agreement, Plaintiff separately negotiated terms of settlement of her own personal claims against Defendant. The Settlement Agreement pertaining to Plaintiff's individual claims, including a general release of all claims Plaintiff has or may have against Defendant, is a separate document that is being executed contemporaneously with this PAGA Settlement Agreement.

III. MONETARY TERMS OF SETTLEMENT

1. **Gross Settlement Amount.** Except as otherwise provided by Paragraph 9 below, Defendant promises to pay \$430,000.00, and no more, as the Gross Settlement Amount. The Gross Settlement Amount shall be paid by Defendant within 20 days of entry of the Court's Approval Order. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

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:

- a. **To Plaintiff's Counsel:** A Plaintiff's Counsel Fees Payment of not more than one-third (1/3) of the Gross Settlement Amount, which is currently estimated to be \$143,333.33 and a PAGA Counsel Litigation Expenses Payment of not more than \$20,000.00. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or Plaintiff's Counsel will file an application or motion for approval of Plaintiff's Counsel Fees Payment and Plaintiff's Costs Payment. If the Court approves a Plaintiff's Counsel Fees Payment and/or a Plaintiff's Costs Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Plaintiff's Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any Plaintiff's Counsel Fees Payment and/or Plaintiff's Costs Payment. The

Administrator will pay the Plaintiff's Counsel Fees Payment and Plaintiff's Costs Payment using one or more IRS 1099 Forms. Plaintiff's Counsel assumes full responsibility and liability for taxes owed on the Plaintiff's Counsel Fees Payment and the Plaintiff's Costs Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

- b. To the Administrator: An Administrator Expenses Payment not to exceed \$10,000.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$10,000.00, the Administrator will allocate the remainder to the Net Settlement Amount.
- c. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of at least \$256,666.66 to be paid from the Gross Settlement Amount, with 75% (\$192,500.00) allocated to the LWDA PAGA Payment and 25% (\$64,166.66) allocated to the Individual PAGA Payments.
 - i. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$64,166.66) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payments.
 - ii. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.
- d. Failure to timely tender payment to the Settlement Administrator will be deemed a breach of this Agreement. In the event of any breach of the Agreement, the unpaid amounts and all other accrued obligations shall automatically become immediately due and payable within thirty (30) calendar days. The Parties agree the Court shall retain jurisdiction to enforce this settlement agreement pursuant to Code of Civil Procedure § 664.6.

3. **Escalator Clause.** The Parties agree that the following Escalator Clause will not take effect unless, if, as of the time of the approval of the settlement, the total pay periods for Aggrieved Employees is more than 10% of the estimated total pay periods of 9,100 (which is 10,010 pay periods or more):

As stated above, for the period from January 18, 2022, through November 19, 2024, Defendant represents, and Plaintiff has confirmed, that the number of relevant pay periods from January 18, 2022 through November 19, 2024, based on their review of data and records, is estimated to be Nine Thousand One Hundred (9,100), and that the total number of Aggrieved Employees is estimated to be Two Hundred Ninetythree (293). If the actual number of pay periods increases by ten percent (10%) or more through the date of Settlement approval, Defendant shall either (1)

increase the Global Settlement Amount on a proportional basis, or (2) back the PAGA release date up to where the number of pay periods is 10,010 or less. In the event the number of pay periods worked increases by more than 10% of the estimated total, or 10,010 pay periods worked or greater, and Defendant elects to increase the Maximum Settlement Amount on a proportional basis, then the Maximum Settlement Amount shall be increased proportionally by the pay periods in excess of 10,010 multiplied by the pay period value. The pay period's value shall be calculated by dividing the Global Settlement Amount by \$430,000.00. The Parties agree that the pay period value amounts to \$47.25 per pay period (\$430,000/9,100 pay periods). Thus, for example, should there be 10,011 pay periods in the PAGA Period, then the Maximum Settlement Amount shall be increased by \$47.25 (10,011 pay periods – 10,010 pay period x \$47.25).

IV. **LIMITATION ON USE OF THIS SETTLEMENT**

1. **No Admission.** Defendant has denied and continue to deny all claims as to liability, damages, liquidated damages, penalties, interest, fees, restitution, injunctive relief, and all other forms of relief asserted in the PAGA Action. It is understood and agreed by the Parties that this Agreement is a compromise and settlement of all disputed claims, and that the promises and payment in consideration of this Agreement shall not be construed to be an admission of any liability or obligation whatsoever by Defendant or Released Parties to any other party or to any other person whomsoever. Defendant has agreed to resolve the asserted PAGA claims in the PAGA Action via this Agreement, but to the extent this Agreement is deemed void or the Court does not enter an order granting this Agreement, Defendant does not waive, and is expressly reserving, all rights to challenge all such claims and allegations in the PAGA Action upon all procedural and factual grounds, including, without limitation, the ability to challenge representative or collective treatment on any grounds, as well as to assert any and all other potential defenses or privileges.

2. **Non-Evidentiary Use.** This Agreement is made for the sole purpose of settling the PAGA claims asserted in the PAGA Action and may only be used as evidence of the resolution detailed in this Agreement. However, neither this Agreement, nor any of its terms, any of the negotiations connected with it or proceedings relating to this Agreement, payouts or anything else associated with it, shall be offered or used as evidence by any of the Parties, or their respective counsel in the PAGA Action or in any other action or proceeding, including to establish any liability or admission on the part of Defendant or any Released Parties, or to establish the existence of any condition constituting a violation of, or noncompliance with, federal, state, local or other applicable law; provided, however, this shall not prevent this Agreement from being used, offered, or received in evidence in any proceeding to enforce, construe, or finalize this Agreement. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it or proceedings relating to this Agreement, payouts or other events associated with it, shall be construed as an admission or concession by Defendant or any Released Parties or establishment of any such violation(s) or failure(s) to comply with any applicable law. If the Court does not enter an order approving this Agreement, this Agreement shall be deemed null and void; it shall be of no force or effect whatsoever; it shall not be referred to or utilized for any purpose whatsoever; and the negotiation, terms, and entry of this Agreement shall remain subject to the provisions of California Evidence Code Sections 1119 and 1152, Federal Rule of Evidence 408, and any other

analogous rules of evidence that may be applicable. Defendant specifically retains the right to defend, on the merits, against any non-settled claims brought by any Aggrieved Employees.

3. **Nullification.** If the Court should for any reason fail to approve this Agreement, then: (a) this Agreement shall be considered null and void, (b) neither this Agreement nor any of the related negotiations or proceedings shall be of any force or effect, and (c) all Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement had been neither entered into nor filed with the Court. Invalidation of any material portion of this Agreement shall invalidate this Agreement in its entirety unless the Parties subsequently agree in writing that the remaining provisions shall remain in full force and effect. Material terms of this Agreement include: the definition of Aggrieved Employees; the definition of Effective Date; the definition of PAGA Release Period; the definition of Released Claims; the definition of Released Parties; the definition of Net Settlement Fund; the requirement for entry of an order by the Court approving this Agreement and dismissing the PAGA Complaint, with prejudice. The following terms are not material to this Agreement: Plaintiff's Counsel Payment; the amount of the Settlement Administration Fee; the allocation within the Net Settlement Fund.

V. **RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiff and Plaintiff's Counsel will release claims against all Released Parties as follows:

1. **Plaintiff's Release.** Plaintiff releases and discharges Released Parties from the PAGA Released Claims and all PAGA wage and hour claims that occurred during the PAGA Period, including all claims that were, or reasonably could have been alleged, based on the facts contained in the PAGA Complaint and the PAGA Notice ("Plaintiff's PAGA Release"). Plaintiff's PAGA Release does not extend to any claims or actions to enforce this Agreement, any claims released in Plaintiff's separate individual settlement agreement for non-wage and hour claims or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's PAGA Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

2. **Release by Aggrieved Employees.** Upon complete funding of the Gross Settlement Amount, Plaintiff, the LWDA, all Aggrieved Employees, and the State of California shall fully release and forever discharge, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties, as defined herein, from the PAGA Released Claims and any and all PAGA claims which arose during the PAGA Period (defined above), seeking civil penalties and any other remedies available under California Labor Code sections 2698, *et seq.*, including attorneys' fees and costs, that were described in the notice of alleged PAGA violations sent by Plaintiff to the LWDA, and alleged or could have been alleged in the Operative Complaint, including but not limited to California Labor Code sections 201, 201.3, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 218.5, 218.6, 510, 512, 558, 1174, 1174.5, 1182.12-1198, *et seq.*, 1194, 1197, 2698, 2699, and 2802, and all applicable IWC Wage Orders as to the above claims. ("Released Claims"). The release of the Released Claims shall be effective as to the PAGA Period (defined above).

3. Defendant is fully discharged of their obligations to the Aggrieved Employees to whom they will pay Individual PAGA Payments through the mailing of a check by the Administrator, regardless of whether such checks are actually received and/or negotiated by the Aggrieved Employees.

4. Plaintiff and the State of California shall be deemed to have, and by operation of the Order granting approval of this Agreement, shall have fully, finally, and forever released, relinquished, and discharged each and all of the Released Parties from the PAGA Released Claims and Released Claims that arose during the PAGA Period. As a result of this release, Aggrieved Employees will be unable to bring a claim under or recover in any other claim brought under the PAGA for any violations of the Released Claims that took place during the PAGA Period.

VI. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. Plaintiff and Plaintiff's counsel agree to prepare all papers necessary to obtain the Court's Approval Order, including all moving papers and supporting evidence.

1. **Plaintiff's Responsibilities.** Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2), including: (i) a draft [Proposed] Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel's firm attesting to its timely transmission to the LWDA of all necessary PAGA documents [initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint [Labor Code section 2699, subd. (l)(1)], this Agreement [Labor Code section 2699, subd. (l)(2); (iv) a [Proposed] Judgment consistent with the terms of this Agreement and the [Proposed] Order Granting Approval of PAGA Settlement; and (v) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator.

2. **Responsibilities of Plaintiff's Counsel.** Plaintiff's Counsel is responsible for expeditiously finalizing and filing the motion for PAGA approval of this Settlement no later than 30 days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. Plaintiff's Counsel is responsible for delivering the Court's Approval Order to the Administrator.

3. **Duty to Cooperate.** If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, Plaintiff's Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, Plaintiff's Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns. Should the Court not grant approval of the payment of this Settlement as described in this Agreement or decline to dismiss

the PAGA Complaint, with prejudice, this Agreement shall be null and void and have no further effect, and all sums paid by Defendant, if any, shall be promptly returned to them.

VII. ADMINISTRATION OF SETTLEMENT

1. **Selection of Administrator.** The Parties have jointly selected Phoenix Class Action Administration Solutions to serve as the Administrator and verified that, as a condition of appointment, Phoenix Class Action Administration Solutions agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

2. **Employer Identification Number.** The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.

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.

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.

5. **Provision of Information for Aggrieved Employees.** Within 15 business days of the Effective Date, Defendant will in good faith compile from its records a list of Aggrieved Employees, formatted as a Microsoft Excel spreadsheet, that includes each Aggrieved Employee’s full name, last known mailing address, last known telephone number, hire date(s), termination date(s) (if applicable), total pay periods worked during the PAGA Period, and Social Security numbers, and provide that spreadsheet to the Administrator.

6. **Explanatory Letter and Individual PAGA Payments.** Within 15 business days of Defendant’s provision of Aggrieved Employee roster and data and funding of the Gross Settlement Amount, the Administrator will transmit the Individual PAGA Payments to all Aggrieved Employees via regular First-Class U.S. Mail, together with a letter explaining the terms of settlement and calculation of the Individual PAGA Payment, to be prepared and approved by the Parties.

7. **Undeliverable Notices.** The Administrator shall make best efforts to deliver the Individual PAGA Payment to each Aggrieved Employee. Any checks returned as non-deliverable on or before the check cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace or other search using the name, address or Social Security number of the Aggrieved Employee involved and will perform a single re-mailing.

a. Funds represented by checks returned as undeliverable after a re-mailing, and funds represented by checks remaining un-cashed for more than 180 days after issuance, will be tendered

to the California Department of Industrial Relations – Unclaimed Wage Fund in the names of the Aggrieved Employees to whom the checks were issued.

8. **Tax Treatment.** All Individual PAGA Payments made under this Agreement will be attributed 100% as penalties and interest and paid via IRS Form 1099 issued to each Aggrieved Employee. Neither Plaintiff nor Defendant, nor counsel for the Parties, makes any representations or warranties with respect to tax consequences of any payment under this Agreement.

9. **Accounting.** Within five (5) business days after mailing the Individual PAGA Payments and the additional payments, the Administrator will provide an accounting under oath to Plaintiff's Counsel and Defendant's counsel of the amounts paid from the Settlement. Upon reasonable request, the Administrator will provide an accounting under oath to Plaintiff's Counsel and Defendant's counsel of the amounts paid as Individual PAGA Payments, LWDA Payment, Plaintiff's Counsel Fees Payment and Plaintiff's Counsel Costs Payment.

VII. **MISCELLANEOUS PROVISIONS**

1. **Authorization to Enter into Agreement.** Counsel for all Parties warrant and represent that they are expressly authorized by the Parties whom they represent to negotiate this Agreement and 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 required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties may seek the assistance of the Court to resolve such disagreement.

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

3. **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, except that Plaintiff and Defendant have concurrently entered into an individual general release agreement through which Plaintiff shall release any and all claims against the Released Parties, with a waiver of her rights under California Civil Code section 1542, for additional consideration.

4. **Drafting.** The Parties agree that the terms and conditions of this Agreement are the result of lengthy, intensive, arm's-length negotiations between the Parties and that neither Plaintiff nor Defendant shall be considered the "drafter" of this Agreement for purposes of having terms construed against that Party.

5. **No Admission.** Nothing in this Agreement shall be construed to be an admission by Plaintiff that her claims do not have merit or by Defendant of any liability or wrongdoing as to

Plaintiff, the Aggrieved Employees or any other person, and Defendant specifically disclaims any such liability or wrongdoing. The Parties have entered into this Agreement with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses, and risks. This Agreement and any related court documents or orders are not and may not be cited or admitted as evidence of liability.

6. **Successors.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators and successors.

7. **Costs and Fees.** The Parties shall each bear their own costs, attorneys' fees, mediator fees and other fees incurred in connection with this Agreement and the PAGA Action, except as specifically set forth in Paragraph III(2)(a) hereinabove.

8. **Governing Law.** This Agreement shall be construed under and governed by the laws of the State of California. All questions of validity, interpretation or performance of any of its terms or of any rights or obligations of the Parties to this Agreement shall be governed by California law. If any legal or equitable action is necessary to enforce the terms of this Agreement, it shall be brought in the State of California.

9. **Amendment or Modification.** This Agreement may be amended or modified only by a written instrument, signed by either the Parties or their successors-in-interest or counsel for all Parties.

10. **Execution and Counterparts.** This Agreement is subject to the execution of all Parties. However, the Agreement may be executed in one or more counterparts. All executed counterparts, and each of them, including facsimile and scanned copies of the signature page, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange among themselves original signed counterparts.

11. **Covenants and Representations by Plaintiff and Plaintiff's Counsel.**

- a. Plaintiff represents and warrants that she has not assigned or transferred or purported to assign or transfer to any person or entity, any claim or portion thereof, or interest therein, which is or may be subject to this Agreement.
- b. Plaintiff acknowledges that she has read this Agreement, that she fully understands her rights, privileges and duties under the Agreement, and enters into this Agreement freely and voluntarily. Plaintiff further acknowledges that she had the opportunity to consult with her attorneys to explain the terms of this Agreement and the consequences of signing this Agreement.

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

13. **Use and Return of Aggrieved Employee Data.** Information provided to Plaintiff's Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data

provided to Plaintiff's Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff and Plaintiff's Counsel shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendant unless, prior to the Administrator's payment of all Settlement Funds, Defendant makes a written request to Plaintiff's Counsel for the return, rather than the destruction, of Aggrieved Employee Data.

14. **Acknowledgement that the Settlement is Fair and Reasonable.** The Parties believe this Agreement is a fair, adequate and reasonable settlement of the Action, and have arrived at this Agreement after arm's-length negotiations by experienced counsel. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Agreement.

15. **Invalidity of Any Provision.** Before declaring any provision of this Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Agreement valid and enforceable.

16. **Severability.** If any term or provision of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will continue to be valid and will be performed, construed and enforced to the fullest extent permitted by law, and the invalid or unenforceable term will be deemed amended and limited in accordance with the intent of the Parties, as determined from the face of the Agreement, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

17. **Waiver.** No waiver of any condition or covenant contained in this Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such Party of the same or any other condition, covenant, right or remedy.

18. **Mutual Preparation.** The Parties have had a full opportunity to negotiate the terms and conditions of this Agreement. Accordingly, this Agreement will not be construed more strictly against one Party merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties, all Parties have contributed to the preparation of this Agreement.

19. **Enforcement Action.** In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Agreement or to declare rights and/or obligations under this Agreement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

20. **Representation by Counsel.** The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Agreement, and this Agreement has been executed with the consent and advice of counsel and reviewed in full.

21. **Cooperation and Execution of Necessary Documents.** All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Agreement.

22. **Binding Agreement.** The Parties warrant that they understand and have full authority to enter into this Agreement, and further intend that this Agreement will be fully enforceable and binding on all Parties and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

23. **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. This provision does not apply to public court filings, the notice of settlement that shall be sent to the Aggrieved Employees by the Administrator, or for the limited purposed of allowing Plaintiff's Counsel to prove adequacy as counsel in other unrelated actions by referring to any information in the public record regarding the Settlement for such purposes.

24. **No Press Release or Publicity Regarding the Terms of the Settlement.** Plaintiff and Plaintiff's Counsel, as well as Defendant and Defendant's Counsel, agree that they will not issue any media or press release, initiate any contact with the media or the press, respond to any media or press inquiry, or have any communications with the media or the press about the fact, amount, or terms of this Agreement, except to (i) Aggrieved Employees, but only upon inquiry, and (ii) the Court and the LWDA, but only as necessary to obtain Court approval of the Settlement.

25. **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.

26. **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.

27. **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 that pursuant to Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

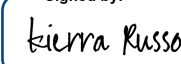
28. **No Reliance on Representations.** The Parties have made such investigation of the facts and the law pertaining to the matters described herein and to this Agreement as they deem necessary, and have not relied, and do not rely, on any statement, promise, or representation of fact or law, made by any of the other Parties, or any of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted rights, or with regard to the advisability of making and executing this Agreement, or with respect to any such matters. No

representations, warranties, or inducements have been made to any Party concerning this Agreement.

IN WITNESS THEREOF, the Parties each acknowledge that they have read the foregoing Agreement, accept and agree to the provisions contained in this Agreement and hereby execute it voluntarily and with full understanding of its consequences.

Dated: 1/6/2025, 2025

Kierra Russo (Plaintiff)

Signed by:

34B0C02199AB489...

Kierra Russo

Dated: 1/14/2025, 2025

Markstein Sales Company (Defendant)



By: Chief Executive Officer

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STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and am not a party to the within action. My business address is 22939 Hawthorne Blvd., Suite 300 Torrance, California 90505.

On September 18, 2026, I served the foregoing document(s) described as: **NOTICE OF ENTRY OF JUDGMENT OR ORDER**, on the interested parties in this action as follows:

Joshua M. Henderson, Esq.
Joshua.Henderson@jacksonlewis.com
JACKSON LEWIS P.C.
 50 California Street, 9th Floor
 San Francisco, CA 94111

Attorneys for Defendants
Markstein Sales Company et al.

**CALIFORNIA LABOR & WORKFORCE
DEVELOPMENT AGENCY**

Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
Via Online Upload

☐ BY MAIL: I deposited such envelope in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid. I am “readily familiar” with the firm’s practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

☐ IN PERSON: I personally served the above-mentioned documents.

XX BY E-MAIL: I sent the documents by e-mail to the e-mail address mentioned above.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on September 18, 2026, at Torrance, California.

Kimberly Rodriguez
Kimberly Rodriguez