

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made and entered into by and between Plaintiff Carl Schmidt (“Schmidt” or “Plaintiff”) on the one hand, and Defendants The Euclid Chemical Company, erroneously sued as Euclid Chemical Company, Inc. (“Euclid”) and RPM International Inc. (“RPM”) (collectively referred to herein as “Defendants” or “the Company”), on the other hand. Schmidt and Defendants are referred to collectively as the “Parties” and, in the singular, as a “Party.” This Agreement is intended to resolve all disputes and extinguish those obligations described below.

I. DEFINITIONS

1.1. “Action” means the Plaintiff’s lawsuit, including his individual claims and his PAGA representative claim, which alleges wage and hour violations on behalf of Aggrieved Employees against Defendants, captioned *Carl Schmidt v. Euclid Chemical, Inc., et al.*, Case No.: CVPS2300271, initiated on January 20, 2023, and pending in the Superior Court of the State of California, County of Riverside.

1.2. “Aggrieved Employees” means all current and former employees in a sales role who received a commission payment and who were employed by Defendant Euclid in California during the PAGA Period (individually, “Aggrieved Employee”), including Plaintiff.

1.3. “Aggrieved Employee Data” means allegedly Aggrieved Employee identifying information in Defendants’ possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.

1.4. “Aggrieved Employee Address Search” means the investigation and search for current Aggrieved Employee mailing addresses by Euclid 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 Euclid with Aggrieved Employees.

1.5. “Approval Order” means the Court’s Order Granting Approval of PAGA Settlement.

1.6. “Court” means the Superior Court of California, County of Riverside.

1.7. “Defense Counsel” means Elizabeth Staggs-Wilson, Luis Lorenzana, and Heidi Hegewald of Littler Mendelson, P.C.

1.8. “Effective Date” means the date when all of the following events have occurred (“Effective Date”): (i) the Settlement Agreement has been executed by Plaintiff, Defendants, Plaintiff’s Counsel, and Defendants’ Counsel; (ii) Notice of the Settlement has been sent to the LWDA; (iii) the Court has given approval to the Settlement; (iv) the Court has entered the Court’s Final Order and Judgment and notice of entry of judgment is filed; and (v) Plaintiff has tendered a Notice of Dismissal with prejudice to Defendant’s counsel. If the Court declines to approve the Settlement, the Parties will work in good faith to address the Court’s concerns. If, after the Parties have exhausted all good faith efforts to obtain approval of the Settlement Agreement, the Court declines to approve the settlement, the entire Settlement Agreement is deemed void and unenforceable as if no settlement of any claim was ever reached. All negotiations, statements and proceedings, and data relating thereto shall be protected by California Evidence Code §1152 and shall be without prejudice to the rights of any of the Parties.

1.9. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties, calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.

1.10. “Judgment” means the judgment entered by the Court based upon the Approval Order.

1.11. “LWDA” means the California Labor and Workforce Development Agency, whose legal rights and obligations with respect to PAGA actions are set forth in Labor Code section 2699.

1.12. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.13. “Operative Complaint” means the Second Amended Complaint (“SAC”), currently pending in the Riverside County Superior Court, designated as Carl Schmidt v. Defendants Company, Inc., et al., Case No.: CVPS2300271.

1.14. “PAGA Counsel” means Blalock Dye Law, LLP and Hellmich Law Group, P.C.

1.15. “PAGA Claims” means all PAGA claims alleged or that could have been alleged arising out of the facts, circumstances, and primary rights at issue in the PAGA Notice and Operative Complaint or any subsequent amendments thereto. This includes, but is not limited to, all PAGA claims for: failure to timely pay all wages to Plaintiff and/or the allegedly aggrieved employees; failure to timely pay all wages to Plaintiff and/or the allegedly aggrieved employees; failure to pay all sales commission wages to Plaintiff and/or the allegedly aggrieved employees; failure to timely pay all sales commission wages to Plaintiff and/or the allegedly aggrieved employees; failure to disclose all sales commission wage calculations to Plaintiff and/or the allegedly aggrieved employees; failure to provide accurate wage statements, including those related to COVID-19 Supplemental Paid Sick Leave Labor Code § 248.6 to Plaintiff and/or the allegedly aggrieved employees; failure to indemnify employees for incurred business expenses to Plaintiff and/or the allegedly aggrieved employees; failure to pay all wages due upon termination to Plaintiff and/or the allegedly aggrieved employees; failure to indemnify employees for incurred business expenses upon termination to Plaintiff and/or the allegedly aggrieved employees; failure to provide disclosures of earned vacation pay each pay period and/or upon termination to Plaintiff and/or the allegedly aggrieved employees; and retaliation under Labor Code §§ 98.6, 1102.5. Plaintiff’s PAGA claims include alleged violations of Labor Code §§ 98.6, 200, 201, 202, 203, 204, 204.1, 210, 216, 218.5, 223, 225.5, 226, 226.3, 226.7, 227.3, 246, 247.5, 248.5, 248.6, 510, 512(a), 551, 552, 558, 558.1, 1102.5, 1174, 1174.5, 1194, 1197, 1197.1, 1197.5, 1198, 2698, 2699, 2699.3, 2751, 2753, 2800, 2802, 2810.3, 2802, and 2804, as well as Unfair Competition Law – Bus. & Prof. Code § 17200.

1.16. “PAGA Notice” means Plaintiff’s initial PAGA letter to Defendants and the LWDA, dated October 6, 2022, as well as all amended/supplemental Notices, including those dated August 4, 2023, collectively.

1.17. “PAGA Pay Period” means any Salary Pay Period during which an Aggrieved Employee performed work for Defendants for at least one day during the PAGA Period.

1.18. “PAGA Period” means the period from January 20, 2022, through the date of the Approval Order, unless otherwise ordered by the Court.

1.19. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the PAGA Settlement Amount (\$5,000.00), allocated 25% to the Aggrieved Employees (\$1,250.00) and 75% to the LWDA (\$3,750.00) in settlement of PAGA Claims, unless the PAGA Settlement Amount is modified pursuant to 3.1.5. PAGA Penalties is the total amount Defendants agree to pay under the Settlement except as provided in Paragraphs 3.1.2 and 7.4 below. The PAGA Settlement Amount will be used to pay Individual PAGA Payments and the LWDA PAGA Payments pursuant to Paragraph 3.1.

1.20. “Plaintiff” means Carl Schmidt, the named Plaintiff in the Action.

1.21. “Released PAGA Claims” means the claims being released by the Plaintiff and PAGA

Counsel, as described in par. 1.15, and , and further below in Paragraph 5.2, as including only those identified in the PAGA Notice, and only to the extent that they are alleged in the Operative Complaint.

1.22. “Released Parties” means Defendants and, as applicable, each of their past, present, or future, directors, officers, employees and agents.

1.23. “Settlement” means the disposition of the PAGA Claim only in the Action effected by this Agreement and the Judgment.

II. RECITALS

WHEREAS, Schmidt was employed by and performed work for Euclid Chemical from approximately January 1, 2017 to August 17, 2022;

WHEREAS, Schmidt alleged the following individual non-PAGA claims in the Action: (1) Breach of Contract; (2) Wrongful Termination; (3) Retaliation – Labor Code § 98.6; (4) Intentional Infliction of Emotional Distress; (5) Failure to Pay Wages – Labor Code § 204; (6) Inaccurate Wage Statement – Labor Code § 226(a); (7) Failure to Keep Payroll Records – Labor Code § 1174(d); (8) Deficient Pay Penalties – Labor Code § 210; (9) Unreimbursed Business Expenses – Labor Code § 2802; (10) Waiting Time Penalties – Labor Code § 203; (11) Violation of Unfair Competition Law – Bus. & Prof. Code 17200, *et seq.*; and (12) Age Discrimination – Govt. C. 12940, *et seq.* (“Individual Claims”).

WHEREAS, Schmidt also alleged, as his Thirteenth cause of action, his PAGA Claims, under the California Private Attorneys General Act of 2004 (Labor Code §§ 2698, *et. seq.*), for penalties for alleged violations of the Labor Code, IWC Wage Orders, and related regulations, as identified more specifically herein, on behalf of himself individually and similarly situated Aggrieved Employees.

WHEREAS, Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in the Operative Complaint, and deny any and all liability for the causes of action alleged, whether as to Schmidt’s individual or representative claims, but, like Plaintiff, wish to avoid the further costs and uncertainty of litigation;

WHEREAS, pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely notice to Defendants and the LWDA by sending the PAGA Notice;

WHEREAS, on December 13, 2024, after several months of informal settlement negotiations, the Parties reached a settlement by the Parties’ Counsel of both Plaintiff’s Individual and PAGA Claims;

WHEREAS, the Parties believe and agree that the settlement of the PAGA Claim is fair, adequate, and reasonable, and was arrived at by and through extensive, arms-length negotiations, taking into account all relevant factors, present and potential;

WHEREAS, the Parties understand, acknowledge, and agree that this Agreement constitutes a compromise of Plaintiff’s PAGA Claim and that it is the desire and intention of the Parties to effect a final and complete resolution of the PAGA Claim that Plaintiff, on behalf of herself and all Aggrieved Employees, has against Defendants or any persons or companies affiliated with Defendants; and

WHEREAS, this Agreement contemplates (i) entry of an Order approving the Agreement and the settlement described herein; (ii) Defendants’ payment of PAGA penalties to the LWDA and the Aggrieved Employees, after approval of this Agreement by the Court, and (iii) the provision of time for the LWDA to serve any objections to the Agreement.

NOW, THEREFORE, in consideration of the covenants and agreements contained in this

document and the other valuable consideration described herein, the sufficiency of which is now acknowledged by all Parties, the Parties agree as follows:

III. AGREEMENT

3.1. **PAGA Settlement Amount.** Defendants promise to pay Five Thousand dollars and no cents (\$5,000.00) and no more as the “PAGA Settlement Amount.” Defendants have no obligation to pay the PAGA Settlement Amount prior to the Effective Date.

3.1.1. Additionally, the Parties agree that Euclid will serve as the Claims Administrator with the settlement administration to handle and report all aspects of collecting, calculating, and distributing the disposition of the entire PAGA Settlement Amount to all recipients, and reporting to the Court the disposition of the entire PAGA Settlement Amount to all recipients.

3.1.2. The PAGA Settlement Amount is the maximum amount Defendants can be required to pay under this settlement. The PAGA Settlement Amount will be administered by Euclid without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the PAGA Settlement Amount will revert to Defendants.

3.1.3. No attorney’s fees or costs will be paid from the PAGA Settlement Amount.

3.1.4. The Plaintiff will not be paid any enhancement or service fees from the PAGA Settlement Amount.

3.1.5. If the Court rejects the PAGA Settlement Amount and/or PAGA Penalties (\$5,000) as being insufficient, Defendants’ payment to Plaintiff’s Counsel as described in the concurrently executed Individual Settlement Paragraph 3(c), shall be automatically reduced by the amount required by the Court to approve this Settlement. The distributions in Paragraph 3.2 of this Agreement shall be increased by the additional contribution from Plaintiff’s Counsel.

3.2. **Payments from the PAGA Settlement Amount.** Unless modified pursuant to Paragraph 3.1.5, Euclid shall distribute the PAGA Settlement Amount as follows:

3.2.1. **Distributions to the LWDA and Aggrieved Employees:** Pursuant to Labor Code section 2699, subd. (i), 75% (\$3,750.00) of the PAGA Settlement Amount of Five Thousand dollars (\$5,000.00) shall be allocated to the LWDA PAGA Payment and the remaining 25% (\$1,250.00) shall be allocated to the Individual PAGA Payments.

3.2.2. Euclid will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees’ 25% share of the PAGA Penalties (\$1,250.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period to determine the value of each PAGA Pay Period (“PAGA Pay Period Settlement Value”) and (b) multiplying the PAGA Pay Period Settlement Value by the number of each Aggrieved Employee’s PAGA Pay Periods.

IV. SETTLEMENT FUNDING AND PAYMENTS

4.1. **Aggrieved Employee Pay Periods.** Based on a review of Company records from on or around the date of settlement and extrapolating that data through the February 27, 2025, hearing date, Defendants estimated there would be approximately 16 allegedly Aggrieved Employees who worked approximately 788 PAGA Pay Periods. Should the Court approve the proposed settlement, with the currently defined PAGA Period, current Company records indicate that, due to an increase in Aggrieved Employees, the total PAGA Pay Periods at issue would be minimally higher than originally estimated Aggrieved Employee numbers. To protect the Aggrieved Employee’ privacy rights, Euclid must maintain the Aggrieved Employee Data in strictest confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose. At no point will Euclid share the Aggrieved Employee Data with Plaintiff.

4.2. **Distributions from the PAGA Settlement Amount.** Within 28 days after the Approval Order, Euclid will mail checks for all Individual PAGA Payments and the LWDA PAGA Payment.

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

4.2.2. Euclid must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without a USPS forwarding address. Within 7 business days of receiving a returned check, Euclid must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. Euclid need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. Euclid shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, as requested by the Aggrieved Employee prior to the void date.

4.2.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and canceled after the void date, Euclid shall transmit the funds represented by such check to the California State Controller's Office Unclaimed Property Division in the name of the Aggrieved Employee.

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

4.3. **Tax Treatment for Individual PAGA Payments.** Each Eligible Aggrieved Employee's Individual PAGA Payments will be apportioned as 100% penalties and shall be subject to all authorized and required withholdings other than the tax withholdings customarily made from employees' wages and shall be reported by IRS 1099 forms. Eligible Aggrieved Employees will be responsible for the payment of any taxes and penalties assessed on the Individual PAGA Payments and will be solely responsible for any penalties or other obligations resulting from their personal tax reporting of Individual PAGA Payments.

V. RELEASES OF CLAIMS

In full and adequate consideration for the PAGA Settlement Amount, Plaintiff and PAGA Counsel will release claims against all Released Parties, as follows:

5.1. The Releases contained herein shall bind only the Plaintiff and the State of California.

5.2. **PAGA Release.** Plaintiff, in his capacity as a private attorney general "aggrieved employee" acting on behalf of himself, the State of California, and the Aggrieved Employees, and the State of California, in consideration of the PAGA Settlement Amount, shall be deemed to have fully, finally, and forever released, relinquished, and discharged each and all of the Released Parties, as defined in Section 1.23 herein, from all the Released Claims, i.e., claims for the statutory penalties that were or could have been sought by the Labor Commissioner for the violations identified in Plaintiff's PAGA Notice, as defined above, whether under the California Labor Code, applicable Wage Order(s), regulations, and/or other provisions of law, and as they are or could have been alleged in the Operative Complaint, including, but not limited to, the PAGA Claims and Released PAGA Claims, as defined above in par. 1.15 and 1.21, that arose during the PAGA Period (i.e., January 20, 2022 through the Court's approval or through such other date ordered by the Court). To

the extent the LWDA has released the PAGA claims in connection with this Agreement, no Aggrieved Employee may pursue these same PAGA claims released here in another action. The Aggrieved Employees are collaterally estopped from pursuing the PAGA claims released and compromised by the LWDA. After the Court grants final approval of the settlement, Plaintiff will provide the LWDA with a copy of the Judgment which will include a list of the Aggrieved Employees during the PAGA Period. Plaintiff does not release any Aggrieved Employee's claims for wages or damages.

5.3. **Plaintiff's Waiver of Rights Under California Civil Code Section 1542.** For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

5.4. **Covenants Not to Sue/Participate in Suits Under PAGA.** Plaintiff agrees not to bring, assist with, encourage or otherwise participate in the filing or prosecution of a PAGA action against either of the Defendants or any of the Released Parties, whether directly or indirectly, including by assisting with the identification of another PAGA representative or counsel any person to bring such suit(s).

5.5. **Release by PAGA Counsel.** PAGA Counsel releases on behalf of their present and former attorneys, employees, agents, successors, and assigns, the Released Parties from all claims for PAGA fees incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

VI. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT

The Parties agree to cooperate on an application or motion for approval of this settlement.

6.1. **Plaintiff's Responsibilities.** Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (PAGA Notice(s) (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)); and (iii) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees. In their Joint Declaration, Plaintiff and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2. **Responsibilities of PAGA Counsel.** PAGA Counsel is responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than 45 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.

6.3. **Duty to Cooperate.** The Parties shall file with the Court all documents and information it requires for adjudicating whether to approve the instant PAGA Settlement and dismiss the Action, including the PAGA Claim. 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 this Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone and, in good faith, to modify this Agreement and otherwise satisfy the Court's concerns.

VII. SETTLEMENT ADMINISTRATION

7.1. **Selection of Administrator.** The Parties agree that Euclid will serve as the Claims Administrator with the settlement administration. This is based on the limited PAGA representative group consisting of 16 aggrieved employees.

VIII. AGGRIEVED EMPLOYEE SIZE ESTIMATES

Based on a review of Company records from on or around the date of settlement and extrapolating that data through the February 27, 2025 hearing date, Defendants estimated there would be approximately 16 allegedly Aggrieved Employees who worked approximately 788 PAGA Pay Periods. Should the Court approve the proposed settlement, with the currently defined PAGA Period, current Company records indicate that, due to an increase in Aggrieved Employees, the total PAGA Pay Periods at issue would be minimally higher than originally estimated.

IX. NULLIFICATION

Payment of the PAGA Settlement Amount is conditioned on the Court's approval of this Agreement. If the Court should for any reason fail to approve the payment of PAGA penalties as described in this Agreement and/or refuse to dismiss the Action with prejudice, then the Parties shall request leave and work jointly to attempt to revise the Agreement consistent with the Court's expressed concerns, if any, in order to obtain the Court's approval. In the event that the Court does not finally approve the settlement and dismiss the Action with prejudice: (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 shall subsequently agree in writing that the remaining provisions shall remain in full force and effect.

X. 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 are permitted by law.

9.1. **Waiver of Right to Appeal.** Provided the Judgment is consistent with the terms and conditions of this Agreement, the Parties and their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs, or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the PAGA Settlement Amount.

XI. 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. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason, the Court does not approve this Settlement, Defendants reserve all available defenses to the claims in the Action, including, but not limited to, defenses on the merits of the claims, as well as any arguments as to Plaintiff's representative standing under PAGA and/or the manageability of the PAGA action, as alleged, 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 shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

10.3. **Attorney Authorization.** PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and 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 Settlement Agreement, submitting supplemental evidence, and supplementing points and authorities as requested by the Court.

10.5. **No Prior Assignments.** Each Party separately represents and warrants that it has 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 it in this Settlement.

10.6. **No Tax Advice.** Neither Plaintiff, PAGA Counsel, Defendants nor Defense Counsel is 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.** The Parties agree the PAGA Settlement shall be binding on Plaintiff, his heirs, successors, and assigns, the LWDA, the State of California, and the Released Parties defined in section 1.25 herein.

10.9. **Applicable Law.** All terms and conditions of this Agreement 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 the Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

10.12. **Use and Return of Aggrieved Employee Data.** Information provided to PAGA Counsel pursuant to Cal. Evid. Code section 1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendants in connection with 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 Euclid discharges its obligation to distribute all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendants.

10.13. **Headings.** The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

10.14. **Calendar Days.** Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or California state or federal legal holiday, such date or deadline shall be on the first business day thereafter.

10.15. **Notice.** All notices, demands, or other communications between the Parties in connection with this Agreement shall 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 Counsel and PAGA Counsel: Alanna Blalock and Danielle Dye of Blalock Dye, LLP 78-370 Hwy 111, Ste. 200, La Quinta CA 92253 (Alanna@mydesertlaw.com; Danielle@mydesertlaw.com).

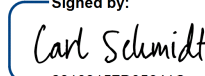
To Defense Counsel: Luis Lorenzana or Heidi Hegewald of Littler Mendelson, P.C. at 501 W. Broadway, Suite 900, San Diego, California 92101-3577, in writing via email: to Luis Lorenzana at llorenzana@littler.com and/or Heidi Hegewald at hhegewald@littler.com.

10.16. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign or PDF), 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.

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

I, having read the foregoing PAGA Settlement Agreement and knowing the contents thereof, am effecting this settlement and executing this release after having the opportunity to obtain legal advice from counsel, and I sign the same as my own free act.

Dated: 2/4/2025 _____

Signed by:


28103157D05641C...
Carl Schmidt, Plaintiff

Dated: _____

Name and Title, On Behalf of The Euclid
Chemical Company, erroneously sued as Euclid
Chemical Company, Inc.

Dated: _____

Name and Title on Behalf of RPM
International, Inc.