

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Diogenes Alcala (“Plaintiff”) and defendant GLASSWERKS LA, INC. (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1 “Action” means the Plaintiff’s PAGA lawsuit alleging wage and hour violations against Defendant captioned *DIOGENES ALCALA VS GLASSWERKS LA, INC.*, initiated on October 4, 2022, and pending in Superior Court of the State of California, County of Los Angeles.
- 1.2 “Administrator” means CPT Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3 “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.
- 1.4 “Aggrieved Employee” means a person employed by Defendant in California and classified as a non-exempt hourly paid employee who worked for Defendant during the PAGA Period.
- 1.5 “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendant’s possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number and number of PAGA Pay Periods.
- 1.6 “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces and direct contact by the Administrator with Aggrieved Employees.
- 1.7 “Approval Order” means the proposed Court Order or Order issued by the Court Granting Approval of PAGA Settlement.
- 1.8 “Court” means the Superior Court of California, County of Los Angeles.
- 1.9 “Defendant” means named Defendant GLASSWERKS LA, INC.
- 1.10 “Defense Counsel” means Ryan J. Krueger of SHEPPARD, MULLIN, RICHTER & HAMPTON LLP.

- 1.11 “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order approving the PAGA Settlement and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (i) if no appeal, or other challenge is filed, the sixty-first (61st) day following service of the Notice of Entry of the Court’s Order and/or Judgment; (ii) in the event of an appeal, the date of affirmance of the Order approving the PAGA Settlement and/or the date Judgment becomes final under the California Rules of Court; (iii) the date of final dismissal of any appeal from the Order approving the PAGA Settlement and/or Judgment; or (iv) the final dismissal of any proceeding on review of any court of appeal decision relating to the Order Granting Approval and/or Judgment, and the issuance of remittitur.
- 1.12 “Gross Settlement Amount” means \$1,200,000.00 which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, Plaintiff’s Service Award, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment and the Administrator’s Expenses Payment.
- 1.13 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the Net Settlement Amount calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.14 “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.15 “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subdivision (i).
- 1.16 “LWDA PAGA Payment” means the 75% of the Net Settlement Amount paid to the LWDA under Labor Code section 2699, subdivision (i).
- 1.17 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Plaintiff’s Service Award, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment and the Administration Expenses Payment. The remainder is the Net Settlement Amount to be paid 75% to the LWDA as the LWDA PAGA Payment and 25% to Aggrieved Employees as Individual PAGA Payments.
- 1.18 “PAGA Counsel” means George S. Azadian and Ani Azadian of Azadian Law Group, PC, the attorneys representing the Plaintiff in the Action.
- 1.19 “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

- 1.20 “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.21 “PAGA Period” means the period from September 23, 2019 to the date on which the Court enters the Approval Order.
- 1.22 “PAGA” means the Private Attorneys General Act (Lab. Code, § 2698. et seq.).
- 1.23 “PAGA Notice” means Plaintiff’s October 4, 2022 letter to Defendant and the LWDA and Plaintiff’s January 12, 2024 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a).
- 1.24 “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 the 75% to LWDA in settlement of PAGA claims.
- 1.25 “Plaintiff” means Diogenes Alcala, the named plaintiff in the Action.
- 1.26 “Plaintiff’s Service Award” means the monetary award paid to Plaintiff for Plaintiff’s services in this PAGA action, which shall be paid in addition to Plaintiff’s share of the Individual PAGA Payment.
- 1.27 “Released PAGA Claims” means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5 below.
- 1.28 “Released Parties” means Defendant and each of its past, present and future agents, servants, officers, directors, partners, trustees, representatives, shareholders, stockholders, members, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships, divisions, assigns, predecessors, successors, insurers, consultants, joint venturers, joint employers, temporary staffing agencies, affiliates, alter-egos, vendors, and affiliated organizations, and all of its respective past, present and future directors, officers, agents, representatives, payroll agencies, attorneys, stockholders, fiduciaries, parents, subsidiaries, and assigns.
- 1.29 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS.

- 2.1 On October 4, 2022, Plaintiff commenced this Action by filing a Complaint alleging various wage-and-hour causes of action against Defendant. On December 13, 2022, Plaintiff filed a First Amended Complaint alleging a cause of action against Defendant for violations of PAGA. On February 14, 2024, Plaintiff filed a Second Amended Complaint alleging a cause of action against Defendant for violations of PAGA, arising from the following alleged Labor Code violations:

- a. Underpayment of minimum wages and hourly wages in violation of California Labor Code §§ 204, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, IWC Wage Order, California Minimum Wage Order.
- b. Failure to pay all overtime wages owed in violation of California Labor Code §§ 510, 1194, 1198, and IWC Wage Order.
- c. Failure to provide compliant meal periods in violation of California Labor Code §§ 226.7, 512, 516, 1198, and IWC Wage Order.
- d. Failure to provide compliant rest periods in violation of California Labor Code §§ 226.7, 512, 516, 1198, and IWC Wage Order.
- e. Non-compliant wage statements in violation of California Labor Code §§ 226(a), 1198, and IWC Wage Order.
- f. Failure to timely pay final wages upon resignation or termination in violation of California Labor Code §§ 201-203.
- g. Failure to pay all wages upon resignation or termination due to the underpayment of wages and/or overtime in violation of California Labor Code §§ 201-203.
- h. Failure to timely pay wages during employment in violation of California Labor Code § 204.
- i. Failure to maintain accurate and complete records showing total hours worked and wages paid in violation of California Labor Code §§ 1174-1174.5, 1198, and IWC Wage Order.
- j. Failure to produce and/or permit inspection of records and instruments signed in violation of California Labor Code §§ 226, 432, 1198.5, and IWC Wage Order.
- k. Failure to reimburse business expenses in violation of California Labor Code 2802 and IWC Wage Order.
- l. Failure to compensate for mandatory physical examinations and/or drug testing in violation of California Labor Code § 222.5.
- m. Failure to provide written notice of the information mandated by California Labor Code § 2810.5(a).
- n. Failure to provide safety devices and safeguards, such as personal protective equipment, in violation of California Labor Code §§ 6401 and 6403.

The Second Amended Complaint is the operative complaint in the Action (the “Operative Complaint”). Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.

2.2 Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.

2.3 On November 28, 2023, the Parties participated in an all-day mediation presided over by Hon. Zaven Sinanian (Ret.), which led to a mediator’s proposal that was accepted by the

Parties, which resulted in this Agreement to settle the Action.

- 2.4 Prior to mediation, Plaintiff obtained, through both formal and informal discovery a sampling of time records and earnings records for 186 Aggrieved Employees randomly selected by PAGA Counsel, which were analyzed by Plaintiff's expert. Plaintiff also obtained all employee handbooks that were applicable during the PAGA Period and all written policies relating to meal and rest breaks, overtime, clocking in and out, recording of work time, reimbursement, and related to other alleged claims.

3. MONETARY TERMS.

- 3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay \$1,200,000.00 and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.
- 3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:
- 3.2.1 To Plaintiff: Plaintiffs Service Award to Plaintiff of not more than \$7,500.00 (in addition to any Individual PAGA Payment that Plaintiff is entitled to receive). Defendant will not oppose Plaintiff's request for Plaintiff's Service Award that does not exceed this amount. Plaintiff will seek Court approval for any Plaintiff's Service Award. If the Court approves a Plaintiff's Service Award less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount to be distributed to Aggrieved Employees. The Administrator will pay Plaintiffs Service Award using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on Plaintiff's Service Award.
- 3.2.2 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than \$400,000 (1/3 of the Gross Settlement Amount), and PAGA Counsel Litigation Expenses Payment of not more than \$17,000.00. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and

liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3 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. If the Court approves any such excess amounts those will also come from the Gross Settlement Amount. To the extent the Administration Expenses are less or the Court approves payment less than \$10,000.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4 To the LWDA and Aggrieved Employees: PAGA Penalties are to be paid from the Net Settlement Amount, with 75% allocated to the LWDA PAGA Payment and 25% allocated to the Individual PAGA Payments.

3.2.3.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties 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 Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.3.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates that as of February 16, 2024 there are 1,044 Aggrieved Employees who worked a total 49,387 of PAGA Pay Periods.

4.2 Aggrieved Employee Data. Within 15 days of the Approval Order, Defendant will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will

expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

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

4.4 Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, Plaintiffs Service Award, the PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

4.4.1 The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid along with the notice of Settlement (“Settlement Notice”) substantially in the same form as Exhibit A attached hereto. The Settlement Notice will be provided in both English and Spanish. 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. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients’ mailing addresses using the National Change of Address Database.

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

4.4.3 For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller’s Unclaimed Property Fund in the name of the Aggrieved Employee thereby leaving no “unpaid residue” subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

4.4.4 The payment of Individual PAGA Payments shall not obligate Defendant 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.

5. **RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the entire Gross Settlement Amount Plaintiff and PAGA Counsel will release claims against all

Released Parties as follows:

5.1 Plaintiff's Release. Plaintiff and his, her or their respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors and assigns generally, release and discharge Released Parties from all claims, transactions or occurrences, including, but not limited to: all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, 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 Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.1.1 Plaintiff's Waiver of Rights Under 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.

5.2 Release by Aggrieved Employees:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, assigns, the LWDA, and the State of California, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice, including claims for PAGA penalties arising from the following alleged Labor Code violations:

- a. Underpayment of minimum wages and hourly wages in violation of California Labor Code §§ 204, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, IWC Wage Order, California Minimum Wage Order.
- b. Failure to pay all overtime wages owed in violation of California Labor Code §§ 510, 1194, 1198, and IWC Wage Order.
- c. Failure to provide compliant meal periods in violation of California Labor Code §§ 226.7, 512, 516, 1198, and IWC Wage Order.
- d. Failure to provide compliant rest periods in violation of California Labor Code §§ 226.7, 512, 516, 1198, and IWC Wage Order.

- e. Non-compliant wage statements in violation of California Labor Code §§ 226(a), 1198, and IWC Wage Order.
- f. Failure to timely pay final wages upon resignation or termination in violation of California Labor Code §§ 201-203.
- g. Failure to pay all wages upon resignation or termination due to the underpayment of wages and/or overtime in violation of California Labor Code §§ 201-203.
- h. Failure to timely pay wages during employment in violation of California Labor Code § 204.
- i. Failure to maintain accurate and complete records showing total hours worked and wages paid in violation of California Labor Code §§ 1174-1174.5, 1198, and IWC Wage Order.
- j. Failure to produce and/or permit inspection of records and instruments signed in violation of California Labor Code §§ 226, 432, 1198.5, and IWC Wage Order.
- k. Failure to reimburse business expenses in violation of California Labor Code 2802 and IWC Wage Order.
- l. Failure to compensate for mandatory physical examinations and/or drug testing in violation of California Labor Code § 222.5.
- m. Failure to provide written notice of the information mandated by California Labor Code § 2810.5(a).
- n. Failure to provide safety devices and safeguards, such as personal protective equipment, in violation of California Labor Code §§ 6401 and 6403.

5.3 Release by PAGA Counsel:

PAGA Counsel release 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.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. The Parties agree to jointly prepare and file 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, subdivision (f)(2). Plaintiff shall also submit the Settlement to the LWDA.
- 6.2 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for 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. PAGA Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

- 6.3 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, 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 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, 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 the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected CPT Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, CPT Group, Inc. 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.
- 7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 7.3 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.
- 7.4 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.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE

Based on its records, Defendant estimates that, as of February 16, 2024, there were 1,044 Aggrieved Employees who worked 49,387 Pay Periods during the PAGA Period. If the actual number of Workweeks through the date of approval of this Settlement by the Court exceeds 49,387 by more than 10%, then Defendant shall have the choice of (i) increasing the Gross Settlement Amount on a proportional basis above 10% (i.e., if there is an 11% increase in the number of Pay Periods during the PAGA Period, Defendant agrees to increase the Gross Settlement Amount by 1%); or (2) electing to end the PAGA Period on the date that the number of Pay Periods reaches 54,326 Workweeks (49,387 Pay Periods + 4,939 Pay Periods).

9. CONTINUING JURISDICTION OF THE COURT. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, 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, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, 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 Net Settlement Amount.

10. ADDITIONAL PROVISIONS.

- 10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's 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, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement, this Agreement and 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 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.
- 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. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the

Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

- 10.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action or right released and discharged by the Party in this Settlement.
- 10.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, 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.
- 10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.9 Applicable Law. All terms and conditions of this Agreement will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 10.11 Confidentiality. To the extent permitted by law, all agreements made and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 10.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the PAGA Data provided to PAGA 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 California Rules of Court rule. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff 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 PAGA Counsel for the return, rather than the destruction, of Aggrieved Employee Data.

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 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 will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:
AZADIAN LAW GROUP, PC
George S. Azadian
Ani Azadian
La Canada Flintridge, California 91011
E-mail: george@azadianlawgroup.com

To Defendant:
SHEPPARD, MULLIN, RICHTER & HAMPTON LLP
RYAN J. KRUEGER
333 South Hope Street, 43rd Floor
Los Angeles, California 90071-1422
E-mail: rkrueger@sheppardmullin.com

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

[SIGNATURES ON NEXT PAGE]

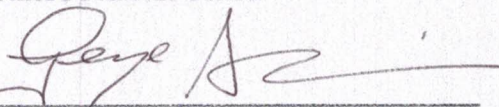
DATED: February 21, 2024


Diogenes Alcala (Feb 21, 2024 07:02 PST)
Plaintiff Diogenes Alcala

DATED: February __, 2024

By: _____
Defendant's Representative, Michael Torres,
Chief Financial Officer

DATED: February 21, 2024

By: 
Plaintiff's Counsel, George S. Azadian

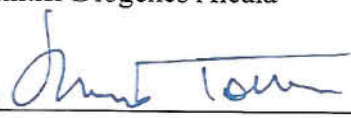
DATED: February __, 2024

By: _____
Defendant's Counsel, Ryan J. Krueger

DATED: February __, 2024

Plaintiff Diogenes Alcala

DATED: February 22, 2024

By:  CFO
Defendant's Representative, Michael Torres,
Chief Financial Officer

DATED: February __, 2024

By: _____
Plaintiff's Counsel, George S. Azadian

DATED: February 22, 2024

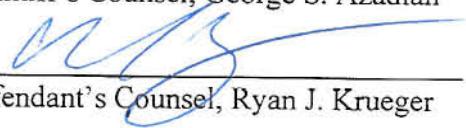
By: 
Defendant's Counsel, Ryan J. Krueger

EXHIBIT A

EXHIBIT A

Re: **PAYMENT FROM ALCALA VS GLASSWERKS LA, INC.**
Superior Court of California for the County of Los Angeles; Case No. 22STCV32456

Date: [REDACTED]

[Name]

[Address]

Dear [Name]:

Enclosed please find a check made payable to you. This is your payment from the settlement of the lawsuit titled *Alcala v. Glasswerks LA, Inc.*, Case No. 22STCV32456, pending in the Superior Court of the State of California for the County of Los Angeles (the “Action”).

The Action was filed against Glasswerks LA, Inc. (“Glasswerks”) and includes a claim pursuant to the California Labor Code Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* (“PAGA”). The Action was brought by Plaintiff Diogenes Alcala (“Plaintiff”), a former employee of Glasswerks, on behalf of the State of California and alleged Aggrieved Employees. You have been identified as one of the Aggrieved Employees on whose behalf the case was brought.

Plaintiff claimed that the Glasswerks owed civil penalties under PAGA for alleged violations of the California Labor Code listed below, including for alleged failure to pay minimum, regular, and overtime wages, failure to provide meal and rest breaks, failure to pay wages timely upon termination, failure to provide compliant wage statements, and failure to reimburse necessary business expenses, and failure to maintain records and provide notice of material terms of employment.

The Parties have reached a settlement of Plaintiffs PAGA claims (the “Settlement”), and on [date], the Court approved the Settlement, including the amount of civil penalties to be paid under the Settlement. A portion of the civil penalty settlement amount is required by law to be sent to the State of California’s Labor & Workforce Development Agency. Another portion of the civil penalty settlement amount goes to current and former hourly paid employees of Glasswerks. In agreeing to this Settlement, the Glasswerks does not admit that it is liable in any way to Aggrieved Employees for any violations of the California Labor Code or any penalties. The Court has not decided the merits of Plaintiff’s claims.

Pursuant to the settlement, enclosed is a check for your share of a portion of the civil penalties. This check will remain valid for 180 days from the date of issuance. If you do not cash your check within 180 days of issuance, the funds will be deposited by the Administrator with the California State Controller to be deposited in the Unclaimed Property Fund in your name.

While you were not a party to the Action, you and the State of California have been bound by the Settlement entered in this matter and approved by the Court, including the release contained in the Settlement. The release includes all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice, including claims for PAGA penalties arising from the following alleged Labor Code violations:

- a. Underpayment of minimum wages and hourly wages in violation of California Labor Code §§ 204, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, IWC Wage Order, California Minimum Wage Order.

Questions? Call toll-free [phone number]

- b. Failure to pay all overtime wages owed in violation of California Labor Code §§ 510, 1194, 1198, and IWC Wage Order.
- c. Failure to provide compliant meal periods in violation of California Labor Code §§ 226.7, 512, 516, 1198, and IWC Wage Order.
- d. Failure to provide compliant rest periods in violation of California Labor Code §§ 226.7, 512, 516, 1198, and IWC Wage Order.
- e. Non-compliant wage statements in violation of California Labor Code §§ 226(a), 1198, and IWC Wage Order.
- f. Failure to timely pay final wages upon resignation or termination in violation of California Labor Code §§ 201-203.
- g. Failure to pay all wages upon resignation or termination due to the underpayment of wages and/or overtime in violation of California Labor Code §§ 201-203.
- h. Failure to timely pay wages during employment in violation of California Labor Code § 204.
- i. Failure to maintain accurate and complete records showing total hours worked and wages paid in violation of California Labor Code §§ 1174-1174.5, 1198, and IWC Wage Order.
- j. Failure to produce and/or permit inspection of records and instruments signed in violation of California Labor Code §§ 226, 432, 1198.5, and IWC Wage Order.
- k. Failure to reimburse business expenses in violation of California Labor Code 2802 and IWC Wage Order.
- l. Failure to compensate for mandatory physical examinations and/or drug testing in violation of California Labor Code § 222.5.
- m. Failure to provide written notice of the information mandated by California Labor Code § 2810.5(a).
- n. Failure to provide safety devices and safeguards, such as personal protective equipment, in violation of California Labor Code §§ 6401 and 6403.

The parties released from the above claims are Glasswerks LA, Inc., and each of its past, present and future agents, servants, officers, directors, partners, trustees, representatives, shareholders, stockholders, members, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships, divisions, assigns, predecessors, successors, insurers, consultants, joint venturers, joint employers, temporary staffing agencies, affiliates, alter-egos, vendors, and affiliated organizations, and all of its respective past, present and future directors, officers, agents, representatives, payroll agencies, attorneys, stockholders, fiduciaries, parents, subsidiaries, and assigns.

The release of the Released PAGA Claims shall extend for the duration of the “PAGA Period,” which is September 23, 2019 to [date or approval].

If you have any questions, you can contact the Settlement Administrator, CPT Group, Inc., at [phone number].