PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made by and between Plaintiff Jonathan Schilly ("Plaintiff") and Defendant Williams Scotsman, 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 *Jonathan Schilly, et al. v. Williams Scotsman, Inc., et al.* initiated on February 17, 2023 and pending in Superior Court of the State of California, County of Kern, Case No. BCV-23-100502.

1.2. "Administrator" means Simpluris, 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 Persons" all current and former individuals who have done contract work for Defendant through a third-party company named Aerotek, Inc. in California any anytime during the PAGA Period.

1.5. "Aggrieved Persons Data" means Aggrieved Persons identifying information in Defendant's possession including the Aggrieved Person's name, last-known mailing address, Social Security number, and number of pay periods during the PAGA Period ("PAGA Pay Periods").

1.6. "Aggrieved Persons Address Search" means the Administrator's investigation and search for current Aggrieved Persons 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 Persons.

1.7. "Court" means the Superior Court of California, County of Kern.

1.8. "Defense Counsel" means Cynthia Emry and Orlando Arellano of Jackson Lewis, P.C.

1.9. "Effective Date" means the date by which both of the following have occurred: (a) the Court enters a judgment or Approval Order of the PAGA Settlement and (b) the Judgement or Order is final. The Judgment or Approval Order is final as of the latest of the following occurrences: (a) the day the Court enters Judgment and/or the Approval Order, and (b) there are no timely appeals concerning the Judgment and/or Approval Order. If there are any timely appeals concerning the Judgment and/or Approval Order, the Effective Date shall be the day after the appellate court affirms the Judgment or issues a remittitur.

1.10. "Gross Settlement Amount" means $165,000.00 which is the total amount Defendant agrees to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator's Expenses Payment.

1.11. "Individual PAGA Payment" means the Aggrieved Person's pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Person worked during the PAGA Period.

1.12. "Judgment" means the judgment or order entered by the Court approving this Agreement and PAGA Settlement set forth herein.

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

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

1.15. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Persons as Individual PAGA Payments.

1.16. "PAGA Counsel" means Roman Otkupman and Nidah Farishta of Otkupman Law Firm, A Law Corporation, the attorneys representing the Plaintiff in the Action.

1.17. "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 such amounts shall not exceed $54,450.00 for PAGA Counsel Fees Payment and shall not exceed $20,000 for PAGA Counsel Litigation Expenses Payment.

1.18. "PAGA Pay Period" means any Pay Period during which an Aggrieved Person did work for Defendant for at least one day during the PAGA Period.

1.19. "PAGA Period" means the period from November 28, 2021 through November 11, 2024.

1.20. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.21. "PAGA Notice" means Plaintiff's November 28, 2022 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.22. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Net Settlement Amount, allocated 25% to the Aggrieved Persons and the 75% to LWDA in settlement of PAGA claims.

1.23. "Plaintiff" means Jonathan Schilly, the named plaintiff in the Action.

1.24. "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.

1.25. "Released PAGA Claims" means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5 below.

1.26. "Released Parties" means: Defendant, and Aerotek, Inc. and each of their former and present directors, officers, shareholders, owners, members, managing agents, current and/or former employees, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

1.27. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

1.28. "Defendant" means named Defendant Williams Scotsman, Inc.

2. **RECITALS**.

2.1. On December 9, 2022, Plaintiff asserted claims arising out of his contract work at Defendant, including wage and hour violations by filing a putative class action complaint in the Kern County Superior Court entitled *Jonathan Schilly, on behalf of himself and all others similarly situated, and on behalf of the general public v. William Scotsman, Inc* (Case No. BCV-23-100502)("Class Action"). On September 8, 2023, the Class Action was dismissed.

2.2. On February 17, 2023, Plaintiff commenced this Action by filing a Complaint alleging one cause of action against Defendant for penalties pursuant to Labor Code section 2699(f) (PAGA) for violations of Labor Code sections 226.7, 512, 558, 510, 1194, 1194.2, 226(a)(e), 201-203, and 204(a)(b), 1174(d), 2802, 210, 218, 222, 6400, 6401, 6403, 6404, 6407, 8 CCR 3202, 17200 (the "Operative Complaint"). Plaintiff's individual PAGA claims were sent to arbitration. 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.

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

2.4. On October 30, 2024, the Parties participated in an all-day mediation presided over by Todd Smith, which led to this Agreement to settle the Action. Prior to mediation, Plaintiff obtained, through formal and informal discovery, statistical data, including records of the individuals who performed work for Defendant during the PAGA period through Aerotek, Inc., which consisted of wage statements, clock in and clock out times, times taken for meal breaks, wages earned during the relevant pay periods, written policies and procedures on meal breaks, rest breaks, overtime compensation, the number of pay periods in the PAGA Period, and the total number of Aggrieved Persons.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Defendant agrees to pay $165,000.00 and no more as the Gross Settlement Amount. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Persons 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 Approval Order:

3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 33% of the Gross Settlement ($54,450.00) and 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 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. Any reduction by the Court of the PAGA Counsel Fees Payment or PAGA Counsel Litigation Fees Expense Payment shall not be a material alteration of this Agreement and shall not be subject to appellate review. 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.

3.2.2. To the Administrator: An Administrator Expenses Payment not to exceed $20,000.00, 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 $20,000.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.3. To the LWDA and Aggrieved Persons: PAGA Penalties in the amount of $70,550.00 to be paid from the Gross Settlement Amount, with 75% ($52,912.50) allocated to the LWDA PAGA Payment and 25% ($17,637.50) 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 Persons' 25% share of PAGA Penalties ($17,637.50) by the total number of PAGA Period Pay Periods worked by all Aggrieved Persons during the PAGA Period and (b) multiplying the result by each Aggrieved Person's PAGA Period Pay Periods. Aggrieved Persons assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.3.2. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Aggrieved Persons Pay Periods. Based on a review of its records at the time of mediation, Defendant estimated that there are a total of 5,900 PAGA Pay Periods. If the actual number of pay periods worked by Aggrieved Employees during the PAGA Period should exceed the foregoing representation by more than ten percent (10%), Defendant has the option of either: 1) increasing the Gross Settlement proportionally (i.e., if the workweeks increased by twelve percent (12%), the Gross Settlement Amount would increase by two percent (2%), or 2) shortening the PAGA Period to an end date at which the PAGA Pay Periods do not exceed ten percent (10%) of the forgoing representation.

4.2. Aggrieved Persons Data. Within 30 days of the Effective Date, Defendant through Aerotek will deliver the Aggrieved Persons Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Persons' privacy rights, the Administrator must maintain the Aggrieved Persons Data in confidence, use the Aggrieved Persons Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Persons Data to Administrator employees who need access to the Aggrieved Persons Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Persons Data omitted identifying information and to provide corrected or updated Aggrieved Persons Data as soon as reasonably feasible. 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 Persons 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 90 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, and the PAGA Counsel Fees and Expenses Payments. Disbursement of the PAGA Counsel Fees and Expenses Payments 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 Persons 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. The Administrator will cancel all checks not cashed by the void date unless a specific request to do so is made in writing by an Aggrieved Person and approved by both PAGA Counsel and Defense Counsel. 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 Persons Address Search for all Aggrieved Persons whose checks are retuned 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 Persons Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Persons whose re-mailed checks are returned as undelivered and such undeliverable checks shall not impact the Release. The Administrator shall promptly send a replacement check to any Aggrieved Person whose original check was lost or misplaced, provide the replacement is requested by the Aggrieved Person prior to the void date and it is confirmed that the original check was not cashed or otherwise negotiated.

4.4.3. For any Aggrieved Persons 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 Person.

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 Persons (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. **RELEASES OF CLAIMS**. Upon the Effective Date and full funding of the Gross Settlement Amount Plaintiff, PAGA Counsel, and the State of California will release claims against all Released Parties as follows:

5.1 Plaintiff's Release. Plaintiff and his 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 that occurred during the PAGA Period, including, but not limited to: (a) 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. Plaintiff's release under this Agreement specifically excludes the claims asserted in the action filed by Plaintiff entitled Jonathan *Schilly v. Williams Scotsman, Inc*., JAMS Case No.: 5220004866 (which are being released in a separate agreement); nothing herein affects any rights or remedies that are available to Plaintiff in that case. That case is specifically and expressly carved out of this Agreement's release.

5.1.1 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.

5.2 Release by Aggrieved Persons and the State of California. All Aggrieved Persons and the State of California are deemed to release, on behalf of itself, themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, 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 but not limited to, for failure to pay minimum, regular, and overtime wages, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to provide one day's rest in a seven-day workweek, failure to pay reporting time pay, failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to provide compliant and accurate wage statements, failure to maintain complete and accurate payroll records, and failure to reimburse necessary business-related expenses and costs, in violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802 and any applicable Industrial Welfare Wage Orders.

5.2.1 No Right to Opt-Out or Object. Because this Settlement resolves claims and actions brought pursuant to PAGA by Plaintiff acting as a proxy and as a private attorney general of and for the State of California and the LWDA, the Parties agree that no Aggrieved Person (including Plaintiff) has the right to exclude themself from this Settlement, regardless of whether the Aggrieved Person cashes or otherwise receives any payment from this Settlement. Upon the Effective Date, this Settlement will preclude Aggrieved Persons from pursuing any of the Released Claims against the Released Parties. The Parties also agree that no Aggrieved Person (including Plaintiff) has the right to object to the terms of the Settlement Agreement.

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, 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 Persons 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 Persons 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 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)); and (iv) all facts relevant to any actual or potential conflict of interest with Aggrieved Persons and/or the Administrator.

6.2 Responsibilities of 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 60 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 Simpluris to serve as the Administrator and verified that, as a condition of appointment, Simpluris 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 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.

7.3 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. CONTINUING JURISDICTION OF THE COURT. The Parties agree that, after entry of Judgment or the Approval Order, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment/Approval Order, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment/Approval Orders matters as are permitted by law.

8.1. Waiver of Right to Appeal. Provided the Judgment is consistent with the material terms and conditions of this Agreement, the Parties, their respective counsel waive all rights to appeal from the Judgment and/or Approval Order, 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 or Approval Order, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment or Approval Order becomes final, except as to matters that do not affect the amount of the Gross Settlement Amount.

9. ADDITIONAL PROVISIONS.

9.1. 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).

9.2. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

9.3. 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.

9.4. 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.

9.5. 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.

9.6. 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.

9.7. 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.

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

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

9.10. 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.

9.11. 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. The Parties and their counsel agree that they will not communicate with the press about the fact, amount, or terms of the Settlement. In addition, the Parties and their counsel agree that they will not engage in any advertising or distribute any marketing materials relating to the Settlement, including but not limited to any postings on any websites maintained by Plaintiff's Counsel. Any communication to Aggrieved Persons about the Settlement prior to Court approval of the Settlement will be limited to a statement that a settlement has been reached and the details will be communicated in a written letter to the Aggrieved Persons. However, nothing shall prevent the Parties from informing counsel purporting to represent Aggrieved Persons that the lawsuit has been resolved subject to the approval by the Court. Nothing herein restricts PAGA Counsels' required disclosures and/or submissions of information and/or documents to the LWDA in conformity with the statutory requirements of PAGA and/or at the specific direction of the Court.

9.12. Use and Return of Aggrieved Persons Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §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 rule of court. 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 Persons Data received from Defendant.

9.13. 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.

9.14. 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.

9.15. 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 day sent by e-mail provided they are addressed as follows:

To Plaintiff: Roman Otkupman
Nidah Farishta
roman@olfla.com
nidah@olfla.com

To Defendant: Cynthia Emry
Orlando Arellano
Cynthia.emry@jacksonlewis.com
Orlando.arellano@jacksonlewis.com

9.16. 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.

9.17. Stay of Litigation. The Parties agree that upon the execution of this Agreement the Action shall be stayed, except to effectuate the terms of this Agreement.

HAVING ELECTED TO EXECUTE THIS SETTLEMENT AGREEMENT, TO FULFILL THE PROMISES, AND TO RECEIVE THE CONSIDERATION SET FORTH ABOVE, PLAINTIFFS AND DEFENDANT, FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTER INTO THIS SETTLEMENT AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date set forth below:

APPROVED AS TO FORM AND CONTENT:

Date: 03 / 21 / 2025 ,2024 ____________________

Jonathan Schilly, Plaintiff
Individually and On Behalf of the State of California
and Aggrieved Persons

WILLIAMS SCOTSMAN, INC.

Date: ____________________, 2024 ____________________

Samantha Bishop
VP, Legal & Compliance

APPROVED AS TO FORM:

OTKUPMAN LAW FIRM, A LAW CORPORATION

Date: 03 / 21 / 2025 , 2024 ____________________

Roman Otkupman
Niddah Farishta
Counsel for Plaintiff and the Aggrieved Persons

JACKSON LEWIS, PC

Date: ____________________, 2024 ____________________

Cynthia Emry
Orlando Arellano
Attorneys for Defendant Williams Scotsman, Inc.

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9.17. Stay of Litigation. The Parties agree that upon the execution of this Agreement the Action shall be stayed, except to effectuate the terms of this Agreement.

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IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date set forth below:

APPROVED AS TO FORM AND CONTENT:

Date: ________________________,2024 ________________________________
Jonathan Schilly, Plaintiff
Individually and On Behalf of the State of California
and Aggrieved Persons

WILLIAMS SCOTSMAN, INC.

Date: 3/21/2025, 2024 Samantha Bishop
Samantha Bishop
VP, Legal & Compliance

APPROVED AS TO FORM:

OTKUPMAN LAW FIRM, A LAW CORPORATION

Date: ________________________, 2024 ________________________________
Roman Otkupman
Niddah Farishta
Counsel for Plaintiff and the Aggrieved Persons

JACKSON LEWIS, PC

Date: 3/25/2025, 2024 Orlando Arellano
Cynthia Emry
Orlando Arellano
Attorneys for Defendant Williams Scotsman, Inc.

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