# PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made by and between Plaintiffs Francisco Saldana and Abraham Gonzalez ("Plaintiffs") and Defendant Nationwide Legal, LLC ("Defendant"). The Agreement refers to Plaintiffs and Defendant collectively as "Parties," or individually as "Party."

1. **DEFINITIONS**.

1.1. "Action" means the Plaintiffs PAGA lawsuit alleging wage and hour violations against Defendant captioned *Saldana, et al v. Nationwide Legal, LLC,* Los Angeles Superior Court Case No. 23STCV01925 (the "PAGA Action").

1.1. "Administrator" means Rust Consulting, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement. Plaintiff will obtain bids from multiple settlement administrators.

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

1.3. "Aggrieved Employee" means all current and former hourly non-exempt employees who worked in California for Defendant during the PAGA Period.

1.4. "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.

1.5. "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.

1.6. "Agreement" means this Private Attorneys General Act Settlement Agreement and Release.

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

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

1.9. "Defendant" means Defendant Nationwide Legal, LLC.

1.10. "Defense Counsel" means Loeb & Loeb LLP, the attorneys representing the Defendant in the Action.



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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 Settlement and (b) the judgment is final. The Judgment is final as the day the Court enters Judgment.

1.12. "Gross Settlement Amount" means One Hundred Seventy-Five Thousand Dollars ($175,000.00) which is the total amount Defendant agrees to pay under the settlement except as provided in Paragraphs 8 and 9 below. 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.

1.13. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of twenty-five percent (25%) of the PAGA Penalties 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 to PAGA Penalties under Labor Code section 2699, subd. (i).

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

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

1.18. "Operative Complaint" means the Complaint filed in the PAGA Action on January 30, 2023.

1.19. "PAGA Counsel" means Lavi & Ebrahimian, LLP the attorneys representing the Plaintiffs in the Action.

1.20. "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.

1.21. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.22. "PAGA Period" means the period from November 23, 2021 through the date on which the Court enters an Order Approving the PAGA Settlement.

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

1.24. "PAGA Notice" means Plaintiff's August 19, 2024, letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a)



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1.25. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated twenty-five percent (25%) to the Aggrieved Employees and seventy-five percent (75%) to LWDA in settlement of PAGA claims.

1.26. "PAGA Representative Service Payment" means an amount up to $1,000.00 to each of the Plaintiffs from the Gross Settlement Amount, for Plaintiffs' efforts in bringing these actions

1.27. "Plaintiff" means Francisco Saldana and Abraham Gonzalez, the named Plaintiffs in the Action.

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

1.29. "Released Parties" means: Defendant and its parents, affiliates, subsidiaries, predecessors, successors, directors, owners, shareholders, officers, and attorneys, past and present, and each of them acting in concert with the foregoing.

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

2. **RECITALS**.

2.1. On January 30, 2023, Plaintiffs commenced this PAGA Action Seeking civil penalties pursuant to the Private Attorney General Act of 2004 ("PAGA").

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

2.3. On March 28, 2025, the Parties participated in an all-day mediation presided over by Eve Wagner, which led to this Agreement to settle the Action.

2.4. Prior to mediation Plaintiffs obtained, through informal discovery, pertinent documents and data for the PAGA members so that the parties could fully investigate the claims at the issue and understand their strengths and weaknesses.

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

3. **MONETARY TERMS.**

3.1. <u>Gross Settlement Amount</u>. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay One Hundred Seventy-Five Thousand Dollars ($175,000.00) and no more as the Gross Settlement Amount. Defendant has no Obligation to pay the gross Settlement Amount prior to the deadlines stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross



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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 PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third 1/3% of the Gross Settlement Amount , which is currently estimated to be Fifty-Eight Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents ($58,333.33) and PAGA Counsel Litigation Expenses Payment of not more than Twenty-Three Thousand Dollars ($23,000). Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff(s) will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. In the event that the Court reduces or does not approve the requested PAGA Counsel Fees Payment and/or PAGA Counsel Litigation Expenses Payment, Plaintiffs reserve their right to appeal such order, however, Plaintiffs will not request or demand an increase to the Gross Settlement Amount on that basis. If after such appeal the Court still 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 Fees Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expense 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 ($6,200) 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 ($6,200), the Administrator will retain the remainder in the Net Settlement Amount.

3.2.3. To the Plaintiffs: A PAGA Representative Service Payment of not more than $1,000.00 to each of the Plaintiffs, subject to Court approval. Defendant will not oppose a request for Court approval of this payment provided that it does not exceed these amounts. To the extent the Court approves an amount less than $1,000.00 (including no payment) to each of the Plaintiffs, the Administrator will allocate the remainder to the Net Settlement Amount.

3.2.4. To the LWDA and Aggrieved Employees: PAGA Penalties to be paid from the Gross Settlement Amount, with seventy-five percent (75%) allocated to the LWDA PAGA Payment and twenty-five percent (25%) allocated to the



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Individual PAGA Payments.

3.2.4.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' twenty-five percent (25%), share of PAGA Penalties by the total number of PAGA Periods 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. The Individual PAGA Payments will be treated as penalties reportable on IRS Form 1099. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment including any Defendant's portion of taxes on such payment. Aggrieved Employees agree to indemnify and hold Defendant harmless from and against any tax or tax withholdings claims, amounts, interest, penalties, fines or assessments brought or sought by any taxing authority or governmental agency with regard to the Individual PAGA Payments. Aggrieved Employees may not opt-out of the PAGA Settlement and Released PAGA Claims. Aggrieved Employees will receive their share of the PAGA Penalties and will be bound by the Released PAGA Claims.

3.2.4.2. 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 there are one hundred sixty-seven (167) Aggrieved Employees who worked a total of eight thousand (8,000) of PAGA Pay Periods.

4.2. Aggrieved Employee Data. Within twenty-one (21) days of the Court issuing its Order Granting Plaintiff's Motion for Approval of PAGA Settlement, Defendant will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' 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 as follows::



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4.3.1. $87,500 to be paid 60 days after Court approval of the PAGA Settlement; and

4.3.2. $87,500 to be paid 6 months after the first payment.

4.3.3. Defendant will provide a declaration explaining the need for this installment payment plan in connection with the PAGA Settlement approval motion, to the extent required by the Court.

4.4. <u>Payments from the Gross Settlement Amount</u>. Within fourteen (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, the PAGA Counsel Fees Payment, and 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. 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. All funds represented by uncashed checks remaining in the Qualified Settlement Fund (to be established by the Settlement Administrator) shall be tendered to the California State Controller's Unclaimed Property Fund, so that the Aggrieved Employees will have an opportunity to claim their payments after the expiration of the settlement checks.

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**. Upon the Effective Date occurring and Defendant fully funding the entire Gross Settlement Amount, Plaintiffs, on behalf of themselves and the State of California,



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release, and all other Aggrieved Employees are deemed to release and discharge, on behalf of themselves and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all known and unknown claims for civil penalties under PAGA that were alleged, or reasonably could have been alleged, in the Action and/or in the PAGA Notice based on the facts alleged in the Operative Complaint and PAGA Notice included, but not limited to, (1) failure to pay wages for overtime hours worked at the overtime rate of pay; (2) failure to pay wages to hourly non-exempt employees for workdays that Defendants failed to provide legally required and compliant meal periods; (3) failure to pay wages to hourly non-exempt employees for workdays that Defendants failed to provide legally required and compliant rest periods; (4) failure to indemnify for losses and expenditures incurred as part of employment; (5) failure to timely pay earned wages during employment; and (6) failure to provide complete and accurate wage statements (the "Released PAGA Claims"). The Released PAGA Claims are limited to the PAGA Period. The Released PAGA Claims do not release any Aggrieved Employees' claims for wages or statutory penalties. The Released Claims do 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 or after Plaintiffs' execution of this 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. Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiffs, 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 (the PAGA Notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), and this Agreement (Labor Code section 2699, subd. (l)(2)); and (iv) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiffs shall, and shall direct PAGA Counsel to, 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. Duty to Cooperate. Following execution of this Agreement, Plaintiff will promptly file a motion for approval of the Settlement within 14 days. Plaintiff shall select the earliest date available after the motion has been finalized for the motion to be heard. 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, the Parties will expeditiously work together 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, the Parties will expeditiously work together by meeting in person or by telephone, and in



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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 Rust Consulting, Inc. to serve as the Administrator and verified that, as a condition of appointment, Rust Consulting, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in the Agreement in exchange for payment of Administration Expenses. The Parties 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**

8.1. Based on its records, it is estimated that there are 167 Aggrieved Employees who worked approximately 8,000 PAGA Pay Periods during the PAGA Period. If the total number of PAGA Pay Periods as of the end of the PAGA Period exceeds the above figure by greater than 20% (i.e., exceeds 9,600), then the PAGA Settlement Amount shall increase pro rata based on the number of additional PAGA Pay Periods above 20% (i.e., if the number of PAGA Pay Periods is 21% greater than the above figure, then the PAGA Settlement Amount shall increase by 1%).

9. **CONTINUING JURISDICTION OF THE COURT**. The Parties agree that, after entry of Judgement, 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 Plaintiffs that Defendant' 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 Plaintiffs reserve the right to contest Defendant' 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 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.

10.3. Attorney Authorization. Plaintiffs and Defendant separately warrant and represent that they have authorized, and hereby do authorize, PAGA Counsel and Defense Counsel, 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. The Parties, by and through their respective counsel, are not 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,



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modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

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

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

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

10.11. 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.

10.12. 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.

10.13. Use and Return of Aggrieved Employee Data. Information provided to Plaintiff 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, Plaintiffs 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 destructions, of Aggrieved Employee Data.

10.14. 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.

10.15. 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.

10.16. 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



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or messenger, addressed as follows:

| To Plaintiff: | To Defendant: |
|---|---|
| Joseph Lavi, Esq.<br>Vincent C. Granberry, Esq.<br>Stephen M. Sloane, Esq.<br>LAVI & EBRAHIMIAN, LLP<br>8889 W. Olympic Boulevard, Suite 200<br>Beverly Hills, California 90211<br>Telephone: (310) 432-0000<br>Facsimile: (310) 432-0001<br>Emails: jlavi@lelawfirm.com<br>vgranberry@lelawfirm.com<br>ssloane@lwlawfirm.com | Michelle La Mar, Esq.<br>Avi Gholian, Esq.<br>LOEB & LOEB LLP<br>10100 Santa Monica Blvd., Suite 2200<br>Los Angeles, California 90067<br>Telephone: (310) 282-2000<br>Fax: (310) 828-2200<br>Emails: mlamar@loeb.com<br>agholian@loeb.com |

10.17. 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.

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

Plaintiff: Francisco Saldana

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Dated:________________________

Defendant: Nationwide Legal, LLC

______________________________

Name: _______________________
Title: _______________________

Dated:________________________

Plaintiff: Abraham Gonzalez

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Dated: 09/10/2025



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or messenger, addressed as follows:

| To Plaintiff: | To Defendant: |
|---|---|
| Joseph Lavi, Esq.<br>Vincent C. Granberry, Esq.<br>Stephen M. Sloane, Esq.<br>LAVI & EBRAHIMIAN, LLP<br>8889 W. Olympic Boulevard, Suite 200<br>Beverly Hills, California 90211<br>Telephone: (310) 432-0000<br>Facsimile: (310) 432-0001<br>Emails: jlavi@lelawfirm.com<br>vgranberry@lelawfirm.com<br>ssloane@lwlawfirm.com | Michelle La Mar, Esq.<br>Avi Gholian, Esq.<br>LOEB & LOEB LLP<br>10100 Santa Monica Blvd., Suite 2200<br>Los Angeles, California 90067<br>Telephone: (310) 282-2000<br>Fax: (310) 828-2200<br>Emails: mlamar@loeb.com<br>agholian@loeb.com |

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Plaintiff: Francisco Saldana

_______________________

Dated: 09/09/2025

Defendant: Nationwide Legal, LLC

_______________________

Name: _______________________
Title: _______________________

Dated: _______________________

Plaintiff: Abraham Gonzalez

_______________________

Dated: _______________________

or messenger, addressed as follows:

| To Plaintiff: | To Defendant: |
|---|---|
| Joseph Lavi, Esq.<br>Vincent C. Granberry, Esq.<br>Stephen M. Sloane, Esq.<br>LAVI & EBRAHIMIAN, LLP<br>8889 W. Olympic Boulevard, Suite 200<br>Beverly Hills, California 90211<br>Telephone: (310) 432-0000<br>Facsimile: (310) 432-0001<br>Emails: jlavi@lelawfirm.com<br>vgranberry@lelawfirm.com<br>ssloane@lwlawfirm.com | Michelle La Mar, Esq.<br>Avi Gholian, Esq.<br>LOEB & LOEB LLP<br>10100 Santa Monica Blvd., Suite 2200<br>Los Angeles, California 90067<br>Telephone: (310) 282-2000<br>Fax: (310) 828-2200<br>Emails: mlamar@loeb.com<br>agholian@loeb.com |

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Plaintiff: Francisco Saldana

____________________________

Dated:________________________

Defendant: Nationwide Legal, LLC

Tony Davoodi

Name: Tony Davoodi

Title: Manager

Dated: September 14, 2025

Plaintiff: Abraham Gonzalez

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Dated:________________________

**APPROVED AS TO FORM ONLY:**

Joseph Lavi, Esq.
Vincent C. Granberry, Esq.
Stephen M. Sloane, Esq.
Counsel for Plaintiff:
LAVI & EBRAHIMIAN, LLP

Dated: 09/10/2025

Michelle La Mar, Esq.
Avi Gholian, Esq.
Counsel for Defendant:
LOEB & LOEB, LLP

Dated: 9/15/2025