

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff David Josephson (“Plaintiff”) and defendant Lamon Construction Company, Inc. (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as the “Parties,” or individually as “Party.”

1. DEFINITIONS.

1.1. “Action” means the Plaintiff’s lawsuit alleging Labor Code violations against Defendant captioned “*DAVID JOSEPHSON, as an individual on behalf of himself and on behalf of all others similarly situated, Plaintiff, v. LAMON CONSTRUCTION COMPANY INC., a California Corporation; and DOES 1-100, inclusive, Defendants.*,” case number 2:23-cv-00043, initiated on November 8, 2022, and pending in the United States District Court, Eastern District of California.

1.2. “Administrator” means Simpluris, 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 all of Defendant’s non-exempt employees who were covered by the Operators or Laborers collective bargaining agreements with Defendant, or non-union members, in the State of California, at any time between November 14, 2021 to August 5, 2024.

1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendant’s possession, including the name, last-known mailing address, Social Security number, and number of PAGA Pay Periods worked by each Aggrieved Employee.

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. “Court” means the United States District Court, Eastern District of California.

1.8. “Defendant” means Lamon Construction Company, Inc.

1.9. “Defense Counsel” means Murphy Austin Adams Schoenfeld LLP.

1.10. “Effective Date” is defined as the date when this Settlement becomes final, which is the date when the Final Approval Order and Judgment in this Action is entered, unless there is an appeal. If there is an appeal, the Effective Date will be the date on which (a) all such appeals have been dismissed; or (b) the Ninth Circuit Court of Appeals has entered a final judgment

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affirming the Final Approval Order and Judgment, which (i) is no longer subject to any further appellate challenge, or (ii) has been affirmed by the United States Supreme Court, whichever is earlier.

1.11. “Enhancement Payment” means the Court-approved payment to Plaintiff, in addition to Plaintiff’s Individual PAGA Payment, in exchange for the general release and waiver of claims specified in this Agreement.

1.12. “Gross Settlement Amount” means \$263,000.00, which is the total, and maximum, 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, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, the Administrator’s Expenses Payment, and the Enhancement Payment.

1.13. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Payment 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.

1.16. “LWDA PAGA Payment” means the 75% of the PAGA Payment 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: PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, the Administration Expenses Payment, and the Enhancement Payment. The remainder is to be paid to the LWDA as the LWDA PAGA Payment and Aggrieved Employees as Individual PAGA Payments.

1.18. “Operative Complaint” means Plaintiff’s Representative Complaint for Violation of the Private Attorneys General Act, Cal. Labor Code Sections 2698, et seq. filed on January 18, 2023, in the California Superior Court, County of Sutter (Case No. CVCS23-0000075), and subsequently removed to the U.S. District Court for the Eastern District of California and consolidated with Plaintiff’s Class Action (Eastern District of California, Case No. 2:23-cv-00043).

1.19. “PAGA Counsel” means Crosner Legal, PC, the attorneys representing the Plaintiff 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 14, 2021, to August 5, 2024.

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

1.24. “PAGA Notice” means Plaintiff’s PAGA letter sent on November 10, 2022, to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.25. “PAGA Payment” means the total amount to be paid from the Gross Settlement Amount as alleged PAGA civil penalties, allocated 25% to the Aggrieved Employees and the 75% to LWDA in settlement of PAGA claims.

1.26. “Plaintiff” means David Josephson, the named plaintiff in the Action.

1.27. “Approval Order” means the proposed Court Order Granting Approval of PAGA Settlement.

1.28. “Released PAGA Claims” means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5 below.

1.29. “Released Parties” means: Defendant and all of its present and former parent companies, subsidiaries, divisions, related or affiliated companies, shareholders, officers, directors, exempt employees, agents, attorneys, insurers, successors and assigns, and any individual or entity which could be liable for any of the Released PAGA Claims, and Defendant’s counsel of record in the Action.

1.30. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS.

2.1. On November 8, 2022, Plaintiff filed a Class Action Complaint against Defendant in the Superior Court of California, County of Sutter. The Class Action Complaint alleged both class claims, and individual statutory claims asserted by Plaintiff. Defendant removed the Class Action Complaint to the United States District Court, Eastern District of California on January 9, 2023. Plaintiff subsequently filed a first amended complaint to the Class Action Complaint.

2.2. On January 18, 2023, Plaintiff filed a representative PAGA Complaint against Defendant in the Superior Court of California, County of Sutter. Defendant removed the PAGA Complaint to the United States District Court, Eastern District of California on February 22, 2023. The Parties then stipulated to consolidate the Class Action Complaint, as amended, and the PAGA Complaint. The Court approved the stipulation on March 3, 2023, and the cases were consolidated for all pre-trial purposes under case number 2:23-cv-00043. The PAGA Complaint is the “Operative Complaint” for the purposes of this Settlement.

2.3. On April 7, 2023, Defendant filed motions to dismiss and motions to compel arbitration as to both the Class Action Complaint, as amended, and PAGA Complaint, based on section 301 of the Labor Management Relations Act and a collective bargaining agreement that covered Plaintiff’s employment. Plaintiff filed a motion to remand. On February 1, 2024, the Court granted Defendant’s motions to compel arbitration as to the Class Action Complaint, as amended,

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and Plaintiff's individual PAGA claims under the PAGA Complaint. The representative PAGA claims under the PAGA Complaint were stayed. The Parties agreed that that class action component of the Class Action Complaint, as amended, was no longer viable by virtue of the operative collective bargaining agreement containing a class action waiver. Accordingly, only Plaintiff's individual claims in the Class Action Complaint proceeded to arbitration.

2.4. On or about February 27, 2024, the Parties commenced arbitration before Barry Winograd, Esq. as to Plaintiff's individual claims under both the Class Action Complaint, as amended, and PAGA Complaint. On March 13, 2024, Defendant renewed its motions to dismiss before Mr. Winograd. Those motions were fully briefed, and a hearing was held. Mr. Winograd issued a decision denying the motions on April 9, 2024.

2.5. On June 7, 2024, the Parties participated in an all-day mediation presided over by Hon. George C. Hernandez, Jr. (Ret.), which led to this Agreement to settle.

2.6. Prior to mediation, Plaintiff obtained, through informal discovery, Defendant's wage and hour policies, as well as time and payroll data related to the Aggrieved Employees.

2.7. The Parties, PAGA Counsel and Defense Counsel 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. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay \$263,000.00 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 4.2 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 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 \$87,657.90 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. 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, other than provided for by this Agreement. 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: \$2,750 for Administrator Expenses Payment and as approved by the Court. To the extent the Administration Expenses are less than estimated or less than the Court approves, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.3. To the Plaintiff: In addition to Plaintiff's Individual PAGA Payment, Plaintiff shall be entitled to request, and Defendant will not oppose, an Enhancement Payment of \$5,000.00 subject to the Court's approval. If the Court awards an Enhancement Payment less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount.

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

3.2.4.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of the PAGA Payment 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.

3.2.4.2. If the Court approves a PAGA Payment 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 Data. Within thirty-five (35) days of the Effective Date, Defendant will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee's 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. Aggrieved Employee Data will only be disclosed to the Administrator and not to PAGA Counsel. 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.

4.2. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than thirty-five calendar (35) days after the Effective Date.

4.3. Payments from the Gross Settlement Amount. 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, Administration Expenses Payment, Enhancement Payment, PAGA Counsel Fees Payment, and PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

4.3.1. 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.

4.3.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within seven (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.

4.3.3. For any Aggrieved Employees 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.

4.3.4. 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, Aggrieved Employees, and PAGA Counsel will release claims against all Released Parties as follows:

5.1 Plaintiff's Release. In addition to the claims being released by all Aggrieved Employees, Plaintiff and his respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, knowingly and voluntarily release and forever discharge Released Parties, of and from any and all claims, known and unknown, asserted or unasserted, which Plaintiff has or may have against Releasees as of the date of execution of this Agreement ("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 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 Employees. All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties arising during the PAGA Period that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice, including, but not limited to: all claims for civil penalties, interest, attorneys fees' and costs, under the PAGA, including, but not necessarily limited to, claims for: (1) failure to keep accurate records; (2) failure to produce employment records; (3) meal period violations; (4) rest period violations; (5) minimum wage and overtime violations; (6) failure to provide written commission agreements; (7) violation of Labor Code section 976; (8) violation of Labor Code section 226.2; (9) statutory wage violations; (10) refusal to make payment; (11) standard condition of labor violations; (12) business expense violations; (13) wage statement violations; (14) unlawful deductions; (15) seating violations; (16) sick leave violations; (17) failure to provide supplemental paid sick leave; (18) failure to pay vested vacation/paid time off; (19) untimely payment of final wages; and (20) unlawful agreements/unlawful criminal history inquiries.

5.2.1 The Parties agree that there is no statutory right for Aggrieved Employees to opt out or otherwise exclude themselves from the PAGA Payment and the associated release of claims and rights under the PAGA.

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, 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

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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)); (iv) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (v) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiff and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement. The notice of settlement to be sent to the Aggrieved Employees and the proposed Order Granting Approval of PAGA Settlement are to be mutually agreed upon by the Parties prior to being presented to the Court. Plaintiff will also provide Defendant with the motion for approval of the Settlement at least three (3) business days before the motion is filed with the Court.

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 thirty (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 Order Granting Approval of PAGA Settlement 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, Inc. to serve as the Administrator and verified that, as a condition of appointment, Simpluris, 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.

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8. ESCALATOR. If the number of pay periods covered by this Agreement is greater than 5,911 (i.e. the total provided at mediation, as of May 11, 2024, plus 10%), then Defendant will proportionally increase the GSA according to the following formula: $\text{Proportionally Increased GSA} = \text{Total Number of pay periods} \div 5,911 \text{ (i.e. the total provided at mediation plus 10\%)} \times \$263,000$. Alternatively, Defendant has the option of shortening the PAGA period end date to where total pay periods do not exceed 110% of the pay period estimate.

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, in conjunction with the Memorandum of Understanding Re Settlement executed by the Parties in July, 2024, 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 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 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. Plaintiff and PAGA Counsel will not make any public disclosures of any kind regarding the Settlement, including but not limited to postings on PAGA Counsel's website and postings on any social media sites/outlets. PAGA Counsel will take all steps necessary to ensure Plaintiff is aware of, and will encourage him to adhere to, the restriction against any public disclosures regarding the Settlement. PAGA Counsel will not include or use the Settlement for any marketing or promotional purposes, or for attempting to influence Defendant's business relationships, either before or after the Court approves of this settlement. Following approval of the Settlement, Plaintiff and PAGA Counsel will not initiate any communications with the media or third parties regarding this Settlement. If contacted by the media or third parties will only discuss information publicly available. PAGA Counsel will take all steps necessary to ensure Plaintiff is aware of, and will encourage him to adhere to, the restriction against initiating any media comment. PAGA Counsel further agrees not to use the Settlement or any of its terms for any marketing or promotional purposes. Nothing herein will restrict PAGA Counsel from including publicly available information regarding this settlement in future judicial submissions regarding PAGA Counsel's qualifications and experience.

10.11.1 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 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 and PAGA Counsel shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendant unless, prior to the Administrator's payment of all Settlement Funds, Defendant makes a written request to PAGA Counsel for the return, rather than the destructions, 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:

Brandon Brouillette; bbrouillette@crosnerlegal.com
Chad Saunders; chad@crosnerlegal.com
Crosner Legal, PC
9440 Santa Monica Blvd., Suite 301
Beverly Hills, CA 90210
(866) 276-7637

To Defendant:

Aaron B. Silva; asilva@murphyaustin.com
Murphy Austin Adams Schoenfeld LLP
555 Capitol Mall, Suite 850
Sacramento, CA 95814
(916) 446-2300

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.

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

Executed on 10 / 11 / 2024

By: 
Plaintiff, David Josephson

CROSNER LEGAL, P.C.

Executed on 11/13/2024

By: 
Brandon Brouillette
Chad Saunders
Attorneys for Plaintiff

Executed on _____

By: _____
Defendant, Lamon Construction Co., Inc.

Murphy Austin Adams Schoenfeld LLP

Executed on _____

By: _____
Aaron B. Silva
Attorneys for Defendant

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.

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Executed on _____

By: _____
Plaintiff, David Josephson

CROSNER LEGAL, P.C.

Executed on _____

By: _____
Brandon Brouillette
Chad Saunders
Attorneys for Plaintiff

Executed on 10/22/24

By: 
Defendant, Lamon Construction Co., Inc.

Executed on 10/23/24

Murphy Austin Adams Schoenfeld LLP
By: 
Aaron B. Silva
Attorneys for Defendant