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Attorneys for Plaintiff Waleeda DeLane

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

WALEEDA DELANE, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

DRAEXLMAIER AUTOMOTIVE
TECHNOLOGIES OF AMERICA, LLC, a
limited liability company; BALANCE
STAFFING WORKFORCE, LLC, a limited
liability company; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: 22CV024672

[Hon. Noël Wise, Dept. 21]

PAGA SETTLEMENT AGREEMENT

Complaint filed:

December 27, 2022

Trial date:

Not set

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Waleeda DeLane (“Plaintiff”) and Defendants Draexlmaier Automotive Technologies of America, LLC, DAA Draexlmaier Automotive of America, LLC, and Balance Staffing Workforce, LLC, (“Defendants,” “Draexlmaier,” or “Balance”). The Agreement refers to Plaintiff and Defendants collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendants captioned *DeLane v. Draexlmaier Automotive Technologies of America, LLC, et al.* initiated on December 27, 2022, and pending in Superior Court of the State of California, County of Alameda, Case No. 22CV024672.
- 1.2. “Administrator” means ILYM Group, Inc. the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of the Settlement.
- 1.4. “Aggrieved Employee” means all persons currently or formerly employed by Draexlmaier Automotive Technologies of America, LLC and DAA Draexlmaier Automotive of America, LLC (collectively, the “Draexlmaier Defendants”) as non-exempt hourly paid employees (including direct and indirect employees, including but not limited to those indirect employees staffed by Balance) in the State of California at any time between December 24, 2021, to September 14, 2024.
- 1.5. “Aggrieved Employee Data” means information regarding Aggrieved Employees that Defendants will compile from its then-available and existing electronic records and provide to the Administrator. The Aggrieved Employee Data shall be formatted as a Microsoft Excel spreadsheet and will include each Aggrieved Employee’s (1) full name,

(2) last-known mailing address, (3) Social Security number, and (4) number of PAGA Pay Periods as determined by Defendants' review of then-available and existing electronic timekeeping and payroll records.

1.6. "Aggrieved Employee Address Search" means the Administrator's investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.

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

1.8. "Court" means the Superior Court of California, County of Alameda.

1.9. "Defense Counsel" means Ogletree, Deakins, Nash, Smoak & Stewart, P.C.

1.10. "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on the Approval Order approving the PAGA Settlement; and (b) the Judgment is final. The Judgment is final as of the day the Court enters Judgment.

1.11. "Gross Settlement Amount" means \$600,000.00 which is the total amount Defendants agree 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, Plaintiff's Service Award, PAGA Counsel Litigation Expenses Payment, and the Administrator's Expenses.

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

1.13. "Judgment" means the judgment entered by the Court based upon the Approval Order granting approval of the Settlement.

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

1.15. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code § 2699(i).

- 1.16. “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, Plaintiff’s Service Award, and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.
- 1.17. “PAGA Counsel” means Moon Law Group, PC, the attorneys representing Plaintiff in the Action.
- 1.18. “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.
- 1.19. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day in a non-exempt hourly-paid capacity during the PAGA Period.
- 1.20. “PAGA Period” means the period from December 24, 2021, to September 14, 2024.
- 1.21. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).
- 1.22. “PAGA Notice” means Plaintiff’s PAGA Notice letter dated December 24, 2022 and Plaintiff’s amended PAGA notice letter dated October 22, 2024 to Defendants and the LWDA providing notice pursuant to Labor Code § 2699.3(a).
- 1.23. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to LWDA in settlement of PAGA claims.
- 1.24. “Plaintiff” means Waleeda DeLane, the named plaintiff in the Action.
- 1.25. “Released PAGA Claims” means the claims, that Plaintiff, as agent and proxy of the LWDA and as a private attorney general on behalf of the State of California, will release the Released Parties from, with respect to all claims for civil penalties under the California Labor Code Private Attorneys General Act of 2004 (“PAGA”), Labor Code section 2698, *et seq.*, based on or arising out of alleged violations of the Labor Code sections alleged in the PAGA Notice and the Action, as described in Paragraph 5 below.

- 1.26. “Service Award” means an amount not to exceed \$10,000 which Plaintiff will petition the Court to approve in recognition of her services in this Action and the general release and waiver of Civil Code section 1542 rights. Any reduction by the Court of this amount will revert to the Net Settlement Amount.
- 1.27. “Released Parties” means: Defendants and each of their respective past, present and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers. This includes all indirect employee staffing agencies who provide labor services to Defendants as Aggrieved Employees.
- 1.28. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.29. “Defendants” means named Defendants Draexlmaier Automotive Technologies of America, LLC, DAA Draexlmaier Automotive of America, LLC, and Balance Staffing Workforce, LLC.

2. **RECITALS.**

- 2.1. On December 27, 2022, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendants for failure to pay minimum and overtime wages, failure to provide meal periods and rest breaks, failure to indemnify necessary business expenses, failure to provide accurate itemized wage statements, failure to timely pay final wages at termination, and unfair business practices. On April 4, 2023, Plaintiff filed a First Amended Complaint alleging causes of action against Defendants for failure to pay minimum and overtime wages, failure to provide meal periods and rest breaks, failure to indemnify necessary business expenses, failure to provide accurate itemized wage statements, failure to timely pay final wages at termination, unfair business practices, and civil penalties under PAGA. On April 17, 2023, the Court granted Plaintiff’s Request for Dismissal of Class Allegations without Prejudice, dismissing all causes of action except for

Plaintiff's Ninth Cause of Action for Civil Penalties under PAGA. On approximately January 16, 2024, pursuant to the Parties' stipulation, Plaintiff filed a Second Amended Complaint to clarify the allegations for civil penalties under PAGA (hereafter the "Operative Complaint"). Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in in the Operative Complaint and deny any and all liability for the causes of action alleged.

2.2. Pursuant to Labor Code § 2699.3(a), Plaintiff gave timely written notice to Defendants and the LWDA by sending a PAGA Notice and amended PAGA notice.

2.3. On July 16, 2024, the Parties participated in an all-day mediation presided over by the Hon. Carl West (Ret.), Esq., which led to this Agreement to settle the Action.

2.4. Prior to mediation, Plaintiff obtained, informal discovery, including (1) a representative randomized sampling of corresponding time and payroll records for 65% of the Aggrieved Employees; (2) company handbooks and written policies in effect during the PAGA Period; (3) Plaintiff's personnel records and employment files; (4) Data points, including, for both current and formerly-employed Aggrieved Employees between the start of the Covered Period (December 24, 2021) and the date of mediation (July 16, 2024) concerning the total numbers of Aggrieved Employees, average hourly rates of pay, and approximate numbers of PAGA Pay Periods worked, and wage statements issued; Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.*, 48 Cal. App. 4th 1794, 1801 (1996) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal. App. 4th 116, 129-130 (2008) ("*Dunk/Kullar*").

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendants promise to pay \$600,000.00 and no more as the Gross Settlement Amount. The Draexlmaier Defendants shall contribute \$550,000.00 and Defendant Balance shall contribute \$50,000.00 to the Gross Settlement Amount. Defendants have no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this

1 Agreement. The Administrator will disburse the entire Gross Settlement Amount without
2 asking or requiring Aggrieved Employees to submit any claim as a condition of payment.
3 None of the Gross Settlement Amount will revert to Defendants.

4 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the
5 following payments from the Gross Settlement Amount, in the amounts specified by the
6 Court in the Approval Order and Judgment:

7 3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 33 1/3%,
8 which is currently estimated to be \$200,000.00 and a PAGA Counsel Litigation
9 Expenses Payment of up to \$28,000.00. Defendants will not oppose requests for
10 these payments provided they do not exceed these amounts. Plaintiff and/or PAGA
11 Counsel will file an application or motion for PAGA Counsel Fees Payment and
12 PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees
13 Payment and/or a PAGA Counsel Litigation Expenses Payment less than the
14 amounts requested, the Administrator will allocate the remainder to the Net
15 Settlement Amount. Even in the event that the Court reduces the requested Counsel
16 Award and costs, Plaintiff's Counsel shall not have the right to revoke this
17 settlement, and it will remain binding unless the Court reduces Plaintiff's attorneys
18 fees to an amount below 25% of the Gross Settlement Amount (i.e.,
19 <\$150,000.00), at which time Plaintiff may (but is not required to) revoke the
20 Settlement sending the case back to its previous procedural posture. Released
21 Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel
22 arising from any claim to any portion of any PAGA Counsel Fee Payment and/or
23 PAGA Counsel Litigation Expenses Payment. The Administrator will pay the
24 PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or
25 more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for
26 taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel
27 Litigation Expenses Payment and holds Defendants harmless, and indemnifies
28 Defendants, from any dispute or controversy regarding any division or sharing of

any of these Payments.

3.2.2. To the Administrator: An Administration Expenses Payment not to exceed \$12,000 except for a showing of good cause and as approved by the Court. To the extent the Administrator's expenses are less or the Court approves payment less than \$12,000, the Administrator will revert the remainder to the Net Settlement Amount.

3.2.3. To the Plaintiff: A Service Award in the amount of \$10,000.00 to be paid from the Gross Settlement Amount, for which Plaintiff will provide a general release and waiver of Civil Code § 1542 rights. If the Court approves a Service Award of less than \$10,000.00, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will pay a Service Award using one or more IRS 1099 Forms.

3.2.4. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of approximately \$350,000 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 PAGA Penalties by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.4.2. 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, Defendants estimate there are 1,641 Aggrieved Employees who worked a total of approximately 25,000 PAGA Pay Periods.
- 4.2. Aggrieved Employee Data. Within 30 days after the Court grants approval of this PAGA Settlement, Defendants will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendants have 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 Defendants 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. Defendants shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 30 days after the Court grants approval of the PAGA Settlement.
- 4.4. Payments from the Gross Settlement Amount. Within 20 days after Defendants fund 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 Fee Payment, and the PAGA Counsel Litigation Expenses Payment. Disbursement of the PAGA Counsel Fee Payment and 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 Administrator shall include with the mailing a cover letter concerning the reasons for payment and the release of claims provided by the Court's Approval Order and Judgment. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

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

4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to WorkSafe, Inc. subject to the requirements of California Code of Civil Procedure § 384(b)..

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

5. **RELEASES OF CLAIMS.**

Effective on the date when Defendants fully funds the entire Gross Settlement Amount, Plaintiff and

PAGA Counsel will release claims against all Released Parties as follows:

5.1. Plaintiff's Release.

5.1.1. Scope of Plaintiff's Release. Plaintiff shall be bound by a complete Section 1542 release and waiver of all claims known and unknown, without exception, except as may be prohibited by law. ("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.

5.1.2. Plaintiff's Waiver of Rights Under California Civil Code § 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. LWDA Release on behalf of Aggrieved Employees: Plaintiff, as agent and proxy for the State of California LWDA, hereby releases the Released Parties from all claims for civil penalties under the California Private Attorneys' General Act of 2004 ("PAGA"), Labor Code section 2698, et seq., and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, the PAGA Notice, and amended PAGA notice.

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, the PAGA Notice, and amended 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. 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 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 Approval Order to the Administrator.

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

their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports for 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 § 468B-1.

7.4. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE

Based on its records, Defendants estimate that, as of the date of July 1, 2024, (1) there are 1,641 Aggrieved Employees who worked approximately 25,000 Pay Periods during the PAGA Period.

8.1 Defendants’ data set covered the period from December 21, 2021 to November 30, 2023 and was extrapolated forward to July 1, 2024 (“the Data Period”). Out of that Data Period data set, Defendants’ data team calculated approximately 25,000 pay periods at issue during the Data Period. If the actual count of pay periods during the Data Period (i.e., between December 21, 2021 to July 1, 2024) is later validated by the Settlement Administrator to be more than 10% larger, i.e. 27,501 pay periods, then for each pay period that is in addition to 27,500, the Gross Settlement Amount shall increase commensurate with the percentage increase over 10%. For example, if the Settlement Administrator determines that the number of pay periods worked by Settlement Group Members during the Data Period is actually 11% greater than 25,000, then the Gross Settlement Amount will increase by 1%.

9. CONTINUING JURISDICTION AND WAIVER OF RIGHT TO APPEAL.

9.1. 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.

9.2. 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 and their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the 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 Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendants' 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

1 together with its attached exhibits shall constitute the entire agreement between the Parties
2 relating to the Settlement, superseding any and all oral representations, warranties,
3 covenants, or inducements made to or by any Party.

4 10.3. Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and
5 represent that they are authorized by Plaintiff and Defendants, respectively, to take all
6 appropriate action required or permitted to be taken by such Parties pursuant to this
7 Agreement to effectuate its terms, and to execute any other documents reasonably required
8 to effectuate the terms of this Agreement including any amendments to this Agreement.

9 10.4. Cooperation. The Parties and their counsel will cooperate with each other and use their
10 best efforts, in good faith, to implement the Settlement by, among other things, modifying
11 the Settlement Agreement, submitting supplemental evidence and supplementing points
12 and authorities as requested by the Court. In the event the Parties are unable to agree upon
13 the form or content of any document necessary to implement the Settlement, or on any
14 modification of the Agreement that may become necessary to implement the Settlement,
15 the Parties will seek the assistance of a mediator and/or the Court for resolution.

16 10.5. No Prior Assignments. The Parties separately represent and warrant that they have not
17 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
18 encumber to any person or entity and portion of any liability, claim, demand, action, cause
19 of action, or right released and discharged by the Party in this Settlement.

20 10.6. No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendants nor Defense Counsel are
21 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be
22 relied upon as such within the meaning of United States Treasury Department Circular 230
23 (31 CFR Part 10, as amended) or otherwise.

24 10.7. Modification of Agreement. This Agreement, and all parts of it, may be amended,
25 modified, changed, or waived only by an express written instrument signed by all Parties
26 or their representatives, and approved by the Court.

27 10.8. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the
28 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. 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 Defendants 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 Defendants unless, prior to the Administrator's payment of all Settlement Funds, Defendants make 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:

Kane Moon, Esq.

kmoon@moonlawgroup.com

Enzo Nabiev, Esq.

enabiev@moonlawgroup.com

Moon Law Group, P.C.

725 S. Figueroa St., 31st Floor,

Los Angeles, CA 90017

To Defendants:

Paul Smith, Esq. – paul.smith@ogletree.com

Alexandra Asterlin, Esq. – alexandra.asterlin@ogletree.com

Ogletree, Deakins, Nash, Smoak & Stewart, P.C.

400 Capitol Mall, Suite 2800

Sacramento, CA 95814

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. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure § 583.330 to extend the date to bring a case to trial under Code of Civil Procedure § 583.310 for the entire period of this settlement process.

Plaintiff:

Dated: 02/07/2025

By: Waleeda DeLane
Waleeda DeLane

Plaintiff's Counsel:

Dated: 02/07/2025

MOON LAW GROUP, P.C.

By: Kane Moon
Enzo Nabiev
Attorneys for Plaintiff

Defendants:

Dated:

Draexlmaier Automotive Technologies of America, LLC

By: Christian Langstein
Print Name
[Signature]
Signature

CFO Americas
Title

1 Dated:

DAA Draexlmaier Automotive of America, LLC

2 By: Christian Langstein

3 Print Name

4 Signature

5 CFO Americas

6 Title

7 Dated: February 13, 2025

Balance Staffing Workforce, LLC

8 By: Sophia Allard

9 Print Name

10 Signature

11 General Counsel

12 Title

13 **Defendants' Counsel:**

14 Dated: February 12, 2025

OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.

15 By:

Alexandra M. Asterlin
Paul Smith

Attorneys for Defendants Draexlmaier
Automotive Technologies of America, LLC and
Balance Staffing Workforce, LLC