PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND RELEASE

This Private Attorneys General Act Settlement Agreement and Release ("Settlement" or "Agreement") is entered into by and between GINA JUNGE ("Plaintiff") on behalf of herself, the State of California and for all similarly aggrieved employees (the "PAGA Group Members" as defined in Paragraph 13 below), on the one hand, and Defendant COMPULINK BUSINESS SYSTEMS INCORPORATED ("Defendant"), on the other hand, subject to the approval of the Court, and subject to the following terms and conditions:

DEFINITIONS

1. "**Action**" means the civil action titled *Gina Junge v. Compulink Business Systems Incorporated and Does 1 to 10 inclusive* filed in the Superior Court of the State of California, County of Ventura, Case No. 56-2023-00576059-CU-OE-VTA.

2. "**Agreement"** or "**Settlement"** means this Private Attorneys General Act Settlement Agreement and Release.

3. "**Defendant"** means Defendant Compulink Business Systems Incorporated.

4. "**Defense Counsel**" means John Skousen and Lizbeth Ochoa of Fisher & Phillips, LLP, 2050 Main Street, Suite 1000, Irvine, California 92614.

5. **"Effective Date**" means when all of the following events have occurred: (i) this Settlement has been executed by all Parties and by counsel for Plaintiff and Defendant; and (ii) the Court approves the Settlement and enters a final order and judgment. If any objection(s) or intervention(s) to the Settlement are filed, which are not later withdrawn, the effective date shall be the later of the following events: (i) when the period for filing any appeal, writ or other appellate proceeding opposing the Settlement has elapsed without any appeal, writ or other appellate proceeding having been filed, (ii) any appeal, writ or other appellate proceeding opposing the Settlement has been dismissed finally and conclusively with no right to pursue further remedies or relief; or (iii) any appeal, writ or other appellate proceeding has upheld the Court's final order with no right to pursue further remedies or relief. In this regard, in the event objection(s) or intervention(s) are filed, which are not later withdrawn, it is the intention of the Parties that the Settlement shall not become effective until the Court's order approving the Settlement is completely final, and there is no further recourse by an appellant or objector who seeks to contest the Settlement.

6. "**Enhancement Payment"** means the payment in the amount of Three Thousand Dollars ($3,000.00) to Plaintiff for her work in bringing the Action and acting on behalf of the PAGA Group Members.

7. **"Gross Settlement Amount"** means Two Hundred Thousand Dollars and Zero Cents ($200,000.00) which includes the following: Attorneys' Fees and Costs, Settlement Administration Costs, Enhancement Payment, and Net Settlement Amount.

8. “**Individual PAGA Payments**” means the *pro rata* share of the Net Settlement Amount paid to PAGA Group Members, which includes Plaintiff.

9. “**LWDA”** means the California Labor and Workforce Development Agency.

10. “**LWDA Payment**” means the portion of the Net Settlement Amount to be paid to the LWDA under the Settlement Agreement.

11. “**Net Settlement Amount**” means the Gross Settlement Amount after reduction for the Court awarded Attorneys’ Fees and Costs, Enhancement Payment, and Settlement Administration Costs. The Net Settlement Amount will be distributed to the LWDA and PAGA Group Members as described in paragraph 32 below.

12. **“PAGA”** means California’s Private Attorneys General Act, Cal. Lab. Code § 2699, et seq.

13. **“PAGA Group Members”** means all current and former hourly paid non-exempt employees working in California for Defendant at any time during the PAGA Period.

14. **“PAGA Period”** means from February 28, 2022 through January 23, 2024.

15. **“Parties**” means Plaintiff and Defendant collectively.

16. **“Plaintiff”** means Plaintiff Gina Junge.

17. **“Plaintiff's Counsel”** means Marcus Bradley, Kiley Grombacher, Lirit King of Bradley/Grombacher, LLP 31365 Oak Crest Drive, Suite 240, Westlake Village, CA 91361 and Garen Majarian, Saha Majarian, II of Majarian Law Group APC, 18250 Ventura Blvd., Tarzana, CA 91356.

18. “**PAGA Letter**” means the letter dated February 28, 2023, that Plaintiff, through Plaintiff’s Counsel, sent the LWDA identifying the Labor Code sections that Plaintiff alleges Defendant violated. The PAGA Letter was sent to the LWDA to comply with Labor Code §2699.3.

19. “**PAGA Released Claims**” means any and all claims and/or causes of action arising during the PAGA Period under the California Private Attorneys General Act alleged in the Action or in the PAGA notice submitted to the LWDA on February 28, 2023, or which could have been alleged for civil penalties under PAGA based on the facts and claims alleged therein, including, PAGA penalties for violations under the California Labor Code §§ 201, 202, 203, 204, 221, 223, 226, 226(a)(1), 226(a)(2), 226(a)(5), 226(a)(9), 226(e), 226.3, 226.7, 510, 512, 516, 1174, 1174.5, 1182, 1182.11, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2802, 2699, 2699.3 and/or the applicable IWC Wage Orders.

20. “**Released Parties**” means Defendant and its current, past and future owners, parent

companies, subsidiaries, respective attorneys, past, present and future divisions, affiliates, predecessors, successors, shareholders, officers, directors, employees, agents, trustees, representatives, administrators, fiduciaries, assigns, subrogees, executors, partners, related corporations, and privies, both individually and collectively, their respective past or present officers, directors, shareholders, successors and predecessors in interest, and any individual or entity which could be jointly or severally liable with Defendant and any entity that could be deemed a joint employer with Defendant for any of the PAGA Released Claims.

21. **"Settlement Administrator"** means ILYM Group, Inc., who was mutually agreed to by the Parties and will be responsible for administration of the settlement, as described below.

22. "**Settlement Administration Costs**" means the amount to be paid to the Settlement Administrator from the Gross Settlement Amount, following approval from the Court.

RECITALS

23. On or about February 28, 2023, Plaintiff' counsel sent the PAGA Letter to the LWDA on behalf of Plaintiff and other similarly situated aggrieved employees of Defendant alleging Defendant violated the Labor Code. The letter to the LWDA alleged, inter alia, that Defendant: did not pay Plaintiff and other hourly paid non-exempt aggrieved employees of Defendant working in California for all time worked, including overtime, failed to provide compliant meal and rest periods, failed to provide accurate, itemized wage statements, failed to maintain accurate records, failed to timely pay wages during and after employment ended, failed to reimburse for business expenses and various alleged violations of Labor Code §§ 201, 202, 203, 204, 221, 223, 226, 226(a)(1), 226(a)(2), 226(a)(5), 226(a)(9), 226(e), 226.3, 226.7, 510, 512, 516, 1174, 1174.5, 1182, 1182.11, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2802, 2699,2699.3 and/or the applicable IWC Wage Orders.

24. Plaintiff filed an action entitled *Gina Junge v. Compulink Business Systems Incorporated and Does 1 to 10 inclusive* ("Action") filed in the Superior Court of the State of California, County of Ventura, Case No. 56-2023-00576059-CU-OE-VTA based on the disputes described in Paragraph 23 above. In the First Amended Complaint, Plaintiff asserted ten causes of action: (1) Failure to Pay Overtime; (2) Failure to Pay All Wages and Minimum Wage; (3) Failure to Provide Meal Periods; (4) Failure to Provide Rest Periods; (5) Failure to Timely Furnish Accurate Itemized Wage Statements; (6) Failure to Timely Pay Wages During Employment; (7) Waiting Time Penalties; (8) Failure to Reimburse Business Expenses; (9) Violation of Business & Professions Code 17200 and (10) Civil Penalties under PAGA.

25. During the course of Plaintiff's employment with Defendant, Plaintiff executed what Defendant believes to be an enforceable arbitration agreement waiving her right to bring a class action. As a result, Plaintiff dismissed causes of action one through nine of the Action, leaving the tenth cause of action for Civil Penalties under PAGA (hereinafter referred to as the "PAGA Claim").

26. The Parties understand, acknowledge, and agree that this Agreement constitutes a compromise of the PAGA claims alleged in the Action and/or the LWDA Letter and that it is the

desire and intention of the Parties to effect a final and complete resolution of the Action and the PAGA claims alleged therein against Defendant and/or the Released Parties. 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. This Agreement and the 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).

27. PAGA Counsel have thoroughly investigated the facts relating to the claims alleged in the Action and have made a thorough study of the legal principles asserted against Defendant and the defenses asserted by Defendant. The Parties believe and agree that this Agreement provides for a fair, adequate, and reasonable resolution of the Action and have arrived at the settlement only after extensive, arms-length negotiations (including a full day mediation session before an experienced wage and hour mediator), taking into account all relevant factors, including the defenses asserted or that could be asserted by Defendant, changes in the law, potential adverse findings regarding liability and numerous potential appellate issues.

28. Prior to mediation and prior to negotiating the terms of this Agreement, the Parties conducted investigation and informal discovery of the relevant facts and law. Additionally, Defendant produced documents relating to its wage-and-hour policies, practices, and procedures and an agreed upon sampling of PAGA Group Members' records including, but not limited to, time records, pay records, and information relating to the size and scope of the PAGA Group Members, as well as data permitting Plaintiff to understand the number of PAGA Periods. Plaintiff's counsel reviewed the records and conducted its own independent investigation of the facts and law.

29. The Parties, Plaintiff's Counsel and Defense Counsel represent that they are not aware of any other pending lawsuit asserting claims that will be extinguished or affected by the Settlement.

SETTLEMENT TERMS

30. **Defendant Denies Liability and Wrongdoing.** This Agreement represents a full compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that Plaintiff's claims in the Action have merit or that Defendant has any liability to Plaintiff, the state or to any of the PAGA Group Members. Defendant denies any liability and wrongdoing of any kind associated with the alleged claims. Neither this settlement, nor any document referred to or contemplated herein, nor any action taken to carry out this Agreement, is, may be construed as, or may be used as, an admission, concession, or indication by or against any Defendant in this Action of any unlawful conduct, fault, wrongdoing, or liability whatsoever. Defendant specifically denies that it has engaged in any unlawful or wrongful conduct against Plaintiff or the PAGA Group Members.

31. **Gross Settlement Amount Distribution.** Defendant agrees to pay Two Hundred Thousand Dollars and Zero Cents ($200,000.00) and no more as the Gross Settlement Amount to

settle the Action. Defendant has no obligation to pay the Gross Settlement Amount prior to the Effective Date. The Settlement Administrator shall disburse the entire Gross Settlement Amount without asking or requiring the PAGA Group Members to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert back to Defendant. The Settlement Administrator will make and deduct the following payments from the Gross Settlement Amount in the amounts specified by the Court in the Final Approval:

a. **Plaintiff's Attorneys' Fees and Costs.** Attorneys' Fees payment to Plaintiff's Counsel of not more than 35% of the Gross Settlement Amount presently estimated to be Seventy Thousand Dollars ($70,000.00) ("Attorney's Fees"), and reasonable costs of up to Twenty Thousand Dollars ($20,000.00) ("Costs"). Plaintiff's Counsel will be responsible for submitting all documents and/or briefs to support their request for Attorney's Fees and Costs. Additionally, Plaintiff's Counsel will be solely and legally responsible to pay all applicable taxes on any payment made pursuant to this paragraph and agree to hold Released Parties harmless and to indemnify Released Parties should any taxing authority find any of the Released Parties responsible for taxes and/or penalties owed on the payments made pursuant to this paragraph. The Settlement Administrator will issue an IRS Form 1099- MISC to Plaintiff's Counsel for the payments made pursuant to this paragraph. This Agreement is not contingent upon the Court awarding Plaintiff's Counsel any particular amount in attorneys' fees and costs. If the Court reduces or does not approve the requested Attorneys' Fees and/or Costs identified in this paragraph, this Agreement will remain binding on the Parties and the amount not approved by the Court will be added to the Net Settlement Amount and be distributed as provided in this Agreement to the LWDA and PAGA Group Members. If the Court does not approve the Attorney's Fees and/or Costs to Plaintiff's Counsel in the amounts requested in this paragraph, none of the Released Parties shall be liable to Plaintiff's Counsel for the unapproved amount(s). Defendant will not oppose or object to Plaintiff's Counsel's application for Attorney's Fees and Costs in the amount identified in this paragraph provided that they do not exceed these amounts. The Released Parties shall not be liable for any claim by any third party claiming entitlement to some or all of the Attorney's Fees and/or Costs in this paragraph. Plaintiff's Counsel and Plaintiff agree to hold Released Parties harmless from any dispute or controversy regarding any division or sharing of any of the payments referenced in this paragraph.

b. **Enhancement Payments**. In consideration for Plaintiff's participation in and assistance in the Action and a Civil Code section 1542 waiver and release of all known and unknown claims by Plaintiff as set forth in paragraph 36 below, Plaintiff shall receive Three Thousand Dollars ($3,000.00) ("Enhancement Payment"). If the Court approves an Enhancement Payment of less than the amount referenced in this paragraph, then the unapproved portion shall revert back into the Net Settlement Amount. Any Enhancement Payment awarded to Plaintiff by the Court shall be deducted from the Gross Settlement Amount for the purpose of determining the Net Settlement Amount, and shall be reported on IRS Form 1099. Plaintiff will be solely and legally responsible to pay all applicable taxes on any payment made pursuant to this paragraph and agrees to hold Released Parties harmless and to indemnify Released Parties should any taxing authority find any of the Released Parties responsible for taxes and/or penalties owed on the payments made pursuant to this paragraph. This Agreement is not contingent upon the Court awarding Plaintiff any particular amount in Enhancement Payment. If the Court reduces or does not approve the requested Enhancement Payment, the Agreement will remain binding on the

Parties and the amount not approved by the Court will be added to the Net Settlement Amount and be distributed as provided in this Agreement to the LWDA and PAGA Group Members. If the Court does not approve the Enhancement Payment in the amount requested in this paragraph, none of the Released Parties shall be liable to Plaintiff for the unapproved amount. Defendant does not oppose an application by Plaintiff for the Enhancement Payment in the amount identified in this paragraph.

c. **Settlement Administration Costs.** The Parties have agreed to appoint qualified, third-party settlement administrator ILYM Group, Inc. as the Settlement Administrator and have allocated Five Thousand Dollars ($5,000.00) for the Settlement Administration Costs, subject to Court approval. If the Court reduces or does not approve the requested Settlement Administration Costs, the Agreement will remain binding on the Parties and the amount not approved by the Court will be added to the Net Settlement Amount. Additionally, if the Settlement Administration Costs actually incurred are lower than the allocation described here, the unused funds shall be added to the Net Settlement Amount. If the Court does not approve the Settlement Administration Costs in the amount requested in this paragraph, none of the Released Parties shall be liable to the Settlement Administrator for the unapproved amount(s).

32. **Net Settlement Amount to the LWDA and PAGA Group Members**. The Net Settlement Amount after deducting the Settlement Administration Costs, Attorney's Fees, Costs and the Enhancement Payment from the Gross Settlement is estimated to be at least $102,000.00 ("Net Settlement Amount"). The Net Settlement Amount shall be distributed by the Settlement Administrator as follows: 75% to the LWDA and 25% to the PAGA Group Members on a pro rata basis. Accordingly, approximately $76,500.00 will be paid to the LWDA ("LWDA Payment") and the remaining $25,500.00 will be distributed to the PAGA Group Members. Each PAGA Group Member's individual pro rata share of the Net Settlement Amount will be calculated by the Settlement Administrator based on the information to be provided by Defendant regarding each PAGA Group Members' number of pay periods worked by the PAGA Group Member in California during the PAGA Period compared to the pay periods worked by all PAGA Group Members during the PAGA Period. If a PAGA Group Member worked only a portion of a Pay Period during the PAGA Period, they will get credit for the whole pay period. If a PAGA Group Member did not work at all or did not work at all in California during an entire PAGA pay period, that/those pay period(s) will be excluded from their pro-rata share. The Individual PAGA Payments to the PAGA Group Members are in settlement of the claims for civil penalties alleged and/or sought in the Action and in exchange for their release of the PAGA Claims within the PAGA Period. The Parties agree that 100% of the Individual PAGA Payments shall be allocated to penalties. The Settlement Administrator will be responsible for meeting tax reporting obligations including the issuance of IRS Form 1099 as appropriate.

33. **Escalator Clause.** This Settlement is based on approximately 4,064 pay periods by PAGA Group Members during the PAGA Period. Should the number of such pay periods as of the end of the PAGA Period exceed such stated number by more than 10% (greater than 4470 pay periods), Defendant shall increase the Gross Settlement Amount by an equal percentage or alternatively, at Defendant's sole election, exclude from the PAGA Period and PAGA Release any pay periods after reaching 4470 pay periods.

34. **Taxability of Payment.** Plaintiff, Settlement Administrator, PAGA Counsel and the PAGA Group Members shall be solely responsible for correctly characterizing this settlement for tax purposes and for paying any taxes on the amounts received. Neither Plaintiff, PAGA Counsel, Defendant, Released Parties 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. No later than January 31 of the year following payment of the Gross and Net Settlement amounts, the Settlement Administrator will prepare and issue an IRS Form 1099 to the recipients, including itself, who received a payment under this Settlement, to the extent the payments require issuance of such a form under applicable law.

35. **Settlement Awards Do Not Trigger Additional Benefits.** It is expressly understood and agreed that the receipt of a settlement award under this Agreement will not entitle any PAGA Group Member or Plaintiff to additional compensation or benefit under any company bonus or other compensation or benefit plan or agreement in place during the period covered by the Agreement.

RELEASE

36. **Release by Plaintiff.** Upon Defendant's fulfillment of its Settlement Payment obligations under paragraph 45 of this Agreement which includes Plaintiff's Enhancement Payment, Plaintiff, on behalf of herself, her spouse, heirs, executors, successors, assigns, administrators, attorneys (including PAGA Counsel) and representatives, forever releases, remises and discharges Defendant and the Released Parties from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts and expenses (including attorney fees and costs), known or unknown, at law or in equity, which she and/or they may now have or may have after the signing of this Agreement, arising out of or in any way connected with Plaintiff's employment with Defendant including, but, not limited to, the PAGA Released Claims, claims that were asserted in the Action or could have been asserted and any and all transactions, occurrences, or matters between the Parties occurring prior to the date this Agreement is fully executed. Without limiting the generality of the foregoing, this release includes, but is not be limited to, any and all claims under the (a) Americans With Disabilities Act, as amended; (b) Title VII of the Civil Rights Act of 1964, as amended; (c) the Civil Rights Act of 1991; (d) 42 U.S.C. § 1981, as amended; (e) the Age Discrimination in Employment Act, as amended; (f) the Fair Labor Standards Act, as amended; (g) the Equal Pay Act; (h) the Employee Retirement Income Security Act, as amended; (i) the Consolidated Omnibus Budget Reconciliation Act; (j) the Rehabilitation Act of 1973; (k) the Family and Medical Leave Act; (l) the Civil Rights Act of 1966; (m) the California Fair Employment and Housing Act; (n) the California Constitution; (o) the California Labor Code; (p) the California Government Code; (q) the California Civil Code; (r) the California Family Rights Act and (s) any and all other federal, state and local statutes, ordinances, regulations, rules and other laws, and any and all claims based on constitutional, statutory, common law or regulatory grounds as well as any other claims based on theories of wrongful or constructive discharge, breach of contract or implied contract, fraud, misrepresentation, promissory estoppel or intentional and/or negligent infliction of emotional distress, or damages under any other federal, state or local statutes, ordinances, regulations, rules or laws. This release is for any and all relief, no matter how

denominated, including, but not limited to, wages, back pay, front pay, premiums, penalties, vacation pay, bonuses, compensatory damages, tortious damages, liquidated damages, punitive damages, damages for pain and suffering, and attorney fees and costs ("General Release"). With respect to the General Release, Plaintiff stipulates and agrees that, upon Defendant's fulfillment of its payment obligations under paragraph 45 of this Agreement, Plaintiff shall be deemed to have expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of section 1542 of the California Civil Code, or any other similar provision under federal or state law, which provides:

> **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.**

Plaintiff understands the significance and consequences of a California Civil Code Section 1542 waiver, and understands that she hereby waives all claims, known or unknown, suspected or unsuspected against Defendant and Released Parties. Plaintiff alone shall assume full responsibility for any damages or losses caused by this waiver. Nothing contained in this Settlement shall be deemed a release or waiver by Plaintiff, that as a matter of law cannot be waived and/or released.

37. **Release by LWDA and PAGA Group Members.** In exchange for the consideration provided for by this Agreement to the LWDA and PAGA Group Members, upon the Effective Date and full funding of the Gross Settlement Amount, the LWDA and the PAGA Group Members on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, hereby release the Defendant and the Released Parties from any and all claims and/or causes of action arising during the PAGA Period under the California Private Attorneys General Act that were alleged in the Action, in the PAGA Letter or which could have been alleged for civil penalties ("PAGA penalties") under PAGA based on the facts and claims alleged in the Action or in the PAGA notice submitted to the LWDA on February 28, 2023 or which could have been alleged for civil penalties under PAGA based on the facts and claims alleged therein, including, PAGA penalties for violations under the California Labor Code §§ 201, 202, 203, 204, 221, 223, 226, 226(a)(1), 226(a)(2), 226(a)(5), 226(a)(9), 226(e), 226.3, 226.7, 510, 512, 516, 1174, 1174.5, 1182, 1182.11, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2802, 2699, 2699.3 and/or the applicable IWC Wage Orders (i.e., PAGA Released Claims).

38. **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 Attorney's Fees and Costs incurred in connection with the Action and the PAGA Letter.

39. **No Right to Opt Out.** The Parties agree that there is no statutory right for any PAGA Group Member to opt out or otherwise exclude himself or herself from the Agreement.

40. **Submission of Settlement to LWDA.** Within five (5) business days after the execution of the Agreement and its submission to the Court for approval by Motion, Plaintiff's

Counsel shall submit the Agreement to the LWDA through its on-line procedures, and shall provide Defense Counsel with a copy of the LWDA's acknowledgment of receipt of the Agreement.

41. **Agreement Conditioned on Court Approval.** This Agreement is subject to and conditioned upon obtaining Court approval under Labor Code Section 2699.

a. Plaintiff's Counsel shall prepare and file a motion for Court approval of the Agreement. The Court shall maintain jurisdiction over this matter pursuant to California Code of Civil Procedure section 664.6 as necessary to enforce the terms of the Agreement.

b. If the Court does not issue an order approving the Agreement under the specific terms requested, the Parties agree to meet and confer to address the Court's concerns in good faith and determine whether resolution of the claims encompassed by the Agreement can be obtained in a manner consistent with the Court's concerns.

c. The Parties expressly acknowledge that the Court's approval of this Agreement is a condition precedent to any payments described in this Agreement.

d. If the Court does not grant approval of the Agreement, or if the Court's final approval of the Agreement is reversed or materially modified on appellate review, then the Agreement will become null and void. A modification of amounts payable as Plaintiff's Counsel's Attorneys' Fees and Costs shall not be deemed a material modification of the Agreement.

42. **Submission of Judgment to LWDA.** Within five (5) business days after Court approval of the Agreement and entry of a final order and Judgment, Plaintiff' Counsel shall submit the Judgment to the LWDA through its on-line procedures and shall provide Defense Counsel with a copy of the LWDA's acknowledgment of receipt of the Judgment.

DISBURSMENTS AND SETTLEMENT ADMINISTRATOR DUTIES

43. Settlement Administrator Duties. The Settlement Administrator shall be responsible for: (a) preparing, printing, and mailing the Notice of Individual Shares to the PAGA Group Members in a form substantially similar to Exhibit A appended hereto and/or as modified and approved by the Court; (b) calculating the pro-rata share for each PAGA Group Member based upon the pay periods worked in California by the PAGA Group Member within the PAGA Period; (c) performing skip traces and/or using other more up to date technology to find current address information; (d) establishing a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1; (e) remailing Notice of Individual Shares to the PAGA Group Members following a skip trace; (f) calculating and mailing each PAGA Group Members' Individual PAGA Payment; (g) mailing the LWDA's portion of the Net Settlement Amount; (h) distributing the Attorney's Fees and Costs payments to Plaintiff's Counsel; (i) distributing the Enhancement Payment to Plaintiff; (j) providing the applicable IRS 1099 forms; (k) providing a due diligence declaration for submission to the Court upon completion of the Settlement Payment distribution; (l) turning over any funds remaining in the Qualified Settlement Fund at the close of the 180-day period as a result of uncashed checks to the California

State Controller: Unclaimed Property Fund in the name of the PAGA Group Member; (m) providing Defendant's Counsel a copy of each Notice of Individual Shares sent out by the Settlement Administrator to each PAGA Group Member; (n) providing Defendant and/or its counsel at their request, copies of any and all documents confirming the Settlement Administrator performed all duties and responsibilities as provided for in this Agreement; (o) ensuring that the PAGA Group Members' data is properly secured to avoid a data breach or privacy violation; (p) abiding by its fiduciary duties under this Agreement; (q) responding to inquiries from PAGA Group Members; (r) providing information to counsel as necessary and/or (s) performing other tasks as the Parties mutually agree. To protect the PAGA Group Members' privacy rights, the Settlement Administrator must maintain the PAGA Group Members' information in confidence, use the information only for purposes of this Settlement and for no other purpose and restrict access to the PAGA Group Member data to Settlement Administrator employees who need access to the data to effect and perform under this Agreement. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

44. **PAGA Group Member Information.** Within twenty (20) calendar days after the Effective Date, Defendant shall provide to the Settlement Administrator in Excel spreadsheet form the PAGA Group Members' full names, last known mailing addresses, Social Security numbers, start and end dates of employment, and Pay Periods within the PAGA Period during which they fell within the definition of PAGA Group Members, and any other information necessary for the Settlement Administrator to calculate the Individual PAGA Payments ("PAGA List"). The Parties agree the contact information and social security numbers will be used only by the Administrator for the sole purpose of effectuating the Agreement and will not be provided to Plaintiff's Counsel at any time or in any form. The spreadsheet shall be based on Defendant's payroll and other business records. The Settlement Administrator will run a check of the PAGA Group Members' addresses against those on file with the U.S. Postal Service, National Change of Address Database and update the PAGA List for any known address changes prior to mailing. That check will be performed only once per PAGA Group Member by the Settlement Administrator.

45. **Payment of Gross Settlement Amount.** Within thirty (30) calendar days after the Court enters an order approving the Settlement and judgment, Defendant will deposit the Gross Settlement Amount.

46. **Disbursement of Gross Settlement Amount.** Within twenty (20) calendar days of the day Defendant deposits the Gross Settlement Amount, the Settlement Administrator shall distribute the Court-awarded Attorneys' Fees and Costs to PAGA Counsel, the LWDA Payment to the LWDA, the Settlement Administration Costs to itself, the Enhancement Payment to Plaintiff, and to the PAGA Group Members, a check for their Individual PAGA Payment.

a. The Settlement Administrator shall send a letter to the PAGA Group Members in substantially the form attached hereto as **Exhibit A** along with the relevant tax forms and the Individual PAGA Payments. Plaintiff's settlement checks and her corresponding forms shall be transmitted to Plaintiff's Counsel.

b. Individual PAGA Payment checks shall remain valid and negotiable for 180 calendar days from the date of their issuance. If an Individual PAGA Payment check is returned to the Settlement Administrator, the Settlement Administrator will make all reasonable efforts, including conducting a skip trace or similar search to locate a more current address, to re-mail it to the PAGA Group Member at his or her correct address. Upon the deadline to cash the Individual PAGA Payment checks, the checks will automatically be cancelled by the Settlement Administrator if not cashed by the PAGA Group Member within that time, at which point the PAGA Group Member's claims will remain released by the Settlement. The checks provided to PAGA Group Members shall prominently state the expiration date or a Statement that the checks will expire in 180 calendar days, or alternatively, such a statement may be made in a letter accompanying the check. Expired Individual PAGA Payment checks will not be reissued, except for good cause and as mutually agreed by the Parties in writing.

c. Upon complete distribution of the Gross Settlement Amount by the Settlement Administrator in accordance with this Agreement, the Settlement Administrator will notify the parties of distribution of the entire Gross Settlement Amount, and within ten (10) business days of such notification provide a declaration regarding the distribution of funds.

47. **Undelivered Notice Packages and Uncashed Settlement Payments.** If a PAGA Group Member's settlement letter, Individual PAGA Payment, and tax forms are undeliverable after a skip trace or similar search, or if a PAGA Group Member fails to cash the check for his or her settlement award within 180 days after it is mailed to him or her, the Settlement Administrator will distribute the funds represented by the uncashed checks to the California State Controller's Office for Unclaimed Property under the PAGA Group Member's name. No portion of the Gross Settlement Amount will revert to Defendant for any reason.

MISCELLANEOUS PROVISIONS

48. **Attorney's Fees and Costs Incurred by the Parties.** Other than the Attorney's Fees and Costs awarded to Plaintiff's Counsel by the Court pursuant to the terms of this Settlement, the Parties acknowledge that each side shall bear their own attorneys' fees and costs through the conclusion of this Action.

49. **No Public Comment.** Plaintiff and Plaintiff's Counsel will not make any public disclosure of the settlement or this Agreement, except through the public filing for Court approval of this Agreement, until after the Court enters an order approving the Settlement and judgment. The Parties will use their best efforts to reach agreement on all Court filings. Plaintiff's Counsel will take all steps necessary to ensure the Plaintiff is aware of, and will ensure that she adheres to the restrictions against public comment on the Settlement.

50. **Confidentiality.** To the extent permitted by law, all agreements made, and orders entered during the Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

51. **Use and Return of PAGA Group Member Information.** Information provided to PAGA Counsel pursuant to Cal. Evid. Code section 1152, and all copies and summaries of the

PAGA Data provided to PAGA Counsel by Defendant through its counsel in connection with the mediation, or 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 Settlement Administrator discharges its obligation to pay out all of the Settlement Funds, PAGA Counsel shall destroy all paper and electronic versions of PAGA Group Member data received from Defendant unless prior to the Settlement Administrator's payment of all Settlement Funds, Defendant makes a written request to PAGA Counsel for the return, rather than the destruction of said data.

52. **No Attorneys Advertising.** By signing the below, Plaintiff's Counsel agree that their law firms will not specifically refer to this case, this settlement, or the names of Released Parties on their website, on any social media platform, in any advertising or promotional material of any kind, or in any other written or electronic communications of any kind or nature.

53. **No Assignment of Claims.** The Parties and their counsel represent, covenant and warrant that they have not, directly or indirectly, assigned, transferred, encumbered or purported to assign, transfer or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and discharged except as set forth herein.

54. **Construction.** The Parties agree that the terms and conditions of this Stipulation of Agreement are the result of lengthy, intensive negotiations between the Parties and this Agreement shall not be construed in favor of or against any party by reason of the extent to which any party or his, her or its counsel participated in the drafting of this Agreement.

55. **No Admission.** Nothing contained in this Agreement, nor the consummation of this Agreement, is to be construed or deemed an admission of liability, culpability, negligence or wrongdoing on the part of the Released Parties. Each of the Parties hereto has entered into this Agreement solely with the intention to avoid further disputes and litigation with the attendant inconvenience and expenses.

56. **Mutual Full Cooperation.** The Parties agree to fully cooperate with each other to accomplish the terms of this Agreement, including, but not limited to, execution of such documents and taking such other action as reasonably may be necessary to implement the terms of this Agreement. The Parties shall use their best efforts, including all efforts contemplated by this Agreement and any other efforts that may become necessary by order of the Court or otherwise, to effectuate this Agreement and the terms set forth herein. As soon as practicable after execution of this Agreement, Plaintiff's Counsel shall, with the assistance and cooperation of Defendant and Defense Counsel, take all necessary steps to secure the Court's approval of this Agreement.

57. **Parties' Authority.** The signatories hereto hereby represent that they are fully authorized to enter into this Agreement and bind the Parties hereto to the terms and conditions thereof.

58. **Voiding the Settlement.** A failure of the Court to approve any material condition of this Settlement shall render the entire Settlement voidable and unenforceable as to Plaintiff and

Defendant, at the option of Plaintiff or Defendant. Each party may exercise its option to void this Settlement as provided above by giving notice, in writing, to the other, and to the Court within fifteen (15) court days after the Order granting approval of the Settlement has been received by the party seeking to void the Settlement.

59. **Amendments**. The terms and provisions of this Agreement may be amended only by a written agreement that is signed by: (a) Plaintiff, (b) Plaintiff's Counsel, (c) Defendant and (d) Defense Counsel who executed this Agreement and (e) approved by the Court. Any waiver of any provision of this Agreement shall not constitute a waiver of any other provision of this Agreement unless expressly so indicated otherwise.

60. **Agreement Binding on Successors.** This Agreement shall be binding upon and inure to the benefit of the Parties and the Released Parties hereto, and their respective heirs, trustees, executors, administrators, successors and assigns.

61. **Integration Clause.** This Agreement regarding settlement of Plaintiff's Action contains the entire agreement between the Parties relating to the settlement and transaction contemplated hereby, and prior or contemporaneous written agreements are merged herein. No rights hereunder may be waived except in writing.

62. **Counterparts.** This Agreement may be executed in counterparts and sent by facsimile or via PDF through email. Each counterpart, including facsimile, PDF versions, shall be deemed an original and, when taken together with other signed counterparts, shall constitute one Agreement binding upon and effective as to all Parties.

63. **California Law.** All terms of this Agreement will be governed by and interpreted according to the laws of the State of California provided, however, that parole evidence shall not be admissible to alter, vary or supplement the terms of this Agreement.

64. **Headings.** The descriptive heading of any section or paragraph of this Agreement is inserted for the convenience of reference only and does not constitute a part of this Agreement.

65. **Calendar Days.** Unless otherwise noted, all references to "days" in this Agreement shall be 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.

66. **Invalidity of Any Provision; Severance.** If any provision, term, section, or paragraph of this Agreement shall be found to be invalid, illegal or unenforceable, all remaining provisions, terms, sections, or paragraphs shall continue in full force and effect and remain binding on all parties. If any provision, term, section or paragraph of this Agreement is determined to be unenforceable, such provision, term, section or paragraph shall be modified so that the unenforceable provision, terms, section or paragraph is enforceable to the extent possible while maintaining the objective intent of the Agreement.

67. **Continuing Jurisdiction of the Court.** Pursuant to California Code of Civil Procedure section 664.6, the Parties agree that the Court shall retain jurisdiction over the Parties,

and over this Settlement, in order to: (i) monitor and enforce compliance of Settlement, and/or (ii) resolve any disputes over this Settlement or the administration of the benefits of this Settlement.

68. **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: Marcus Bradley, Kiley Grombacher, Lirit King of Bradley/Grombacher, LLP 31365 Oak Crest Drive, Suite 240, Westlake Village, CA 91361 and Garen Majarian, Saha Majarian, II of Majarian Law Group APC, 18250 Ventura Blvd., Tarzana, CA 91356.

To Defendant: John Skousen and Lizbeth Ochoa of Fisher & Phillips, LLP, 2050 Main Street, Suite 1000, Irvine, California 92614.

69. **Breach.** In the event of a breach of any provision of this Agreement, any Party reserves the right to institute an action specifically to enforce any term of this Agreement or seek damages for breach. In an action to enforce any term of this Agreement or to seek damages for breach of this Agreement, the prevailing Party in that action shall be entitled to recover reasonable attorneys' fees and costs from the non-prevailing Party.

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

71. **Voluntary Agreement.** The Parties expressly declare and represent that they have read this Agreement and have consulted with counsel, or had the opportunity to consult with counsel, regarding the meaning of the provisions, terms, and conditions contained herein. The Parties further expressly declare and represent that they understand the content and effect of this Agreement. and that they approve and accept the terms and conditions contained herein, and that the Agreement is executed freely and voluntarily.

Dated: 2/14/2024

DocuSigned by:
Gina Junge
85778F0DA5EC42F...
Gina Junge, Plaintiff

COMPULINK BUSINESS SYSTEMS INCORPORATED

Dated: 02/19/2024

By: William Garvis

Name: William Garvis

Title: COO

Dated: ________________

FISHER & PHILLIPS LLP

By: ______________________________
John Skousen
Lizbeth Ochoa
Attorneys for Defendant

Dated: 2/14/2024

BRADLEY/GROMBACHER LLP

By: DocuSigned by: Marc Bradley
4EC77CC0440240A...
Marcus Bradley
Kiley Grombacher
Lirit King
Attorneys for Plaintiff, LWDA and Aggrieved Employees

Dated: 2/14/2024

MAJARIAN LAW GROUP APC

By: DocuSigned by: Garen Majarian
0FC1883772AA45C...
Garen Majarian
Sahag Majarian, II
Attorneys for Plaintiff, LWDA and Aggrieved Employees

Dated: 2/16/24

FISHER & PHILLIPS LLP

By: ______________________
John Skousen
Lizbeth Ochoa
Attorneys for Defendant

Dated: 2/14/2024

BRADLEY/GROMBACHER LLP

DocuSigned by:
By: Marc Bradley
4EC77CC0440240A...
Marcus Bradley
Kiley Grombacher
Lirit King
Attorneys for Plaintiff, LWDA and Aggrieved Employees

Dated: 2/14/2024

MAJARIAN LAW GROUP APC

DocuSigned by:
By: Garen Majarian
8FC1883772AA45C...
Garen Majarian
Sahag Majarian, II
Attorneys for Plaintiff, LWDA and Aggrieved Employees

EXHIBIT A

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF VENTURA

GINA JUNGE, on behalf of herself and all others similarly situated, *Plaintiff*, vs. COMPULINK BUSINESS SYSTEMS INCORPORATED, a California corporation; and DOES 1 to 10, inclusive, *Defendant.*	**CASE NO. 56-2023-00576059-CU-OE-VTA** **NOTICE OF PAGA SETTLEMENT AND RELEASE**

[INSERT AGGRIEVED EMPLOYEE NAME AND ADDRESS]

Dear [insert aggrieved employee name]:

The enclosed check is your proportionate share of a court-approved representative action settlement between Plaintiff Gina Junge ("Plaintiff") and Defendant Compulink Business Systems Incorporated ("Defendant"). Plaintiff filed a lawsuit against Defendant as the representative of the State of California and Defendant's other current and former hourly paid non-exempt employees who worked in California for Defendant at any time between February 28, 2022 and January 23, 2024 in a hourly paid non-exempt position. The lawsuit was filed in Ventura County Superior Court and is captioned as *Gina Junge v. Compulink Business Systems Incorporated and Does 1 to 10 inclusive,* Case No. 56-2023-00576059-CU-OE-VTA (hereinafter referred to as the "Action"). In the Action, Plaintiff asserted claims against Defendant under California Labor Code section 2698, et seq., also known as the California Private Attorneys General Act ("PAGA"), based on the alleged failure by Defendant to: pay for all time worked, including overtime; failure to provide compliant meal and rest periods; failure to provide accurate, itemized wage statements; failure to maintain accurate records; failure to timely pay wages during and after employment ended; failure to reimburse for business expenses, and various other alleged violations of the California Labor Code and the applicable Wage Order(s). Defendant denies that it violated the law in any way but agreed to enter into a settlement in the Action to avoid the cost and disruption of further litigation.

As a current or former hourly paid non-exempt employee who worked in California for Defendant at any time between February 28, 2022 and January 23, 2024 **("PAGA Period"),** you are covered by this settlement. Pursuant to the Court's final judgment in this case, all people covered by the settlement have released any and all claims against Defendant and its past and future owners, parent companies, subsidiaries, respective attorneys, past, present and future divisions, affiliates, predecessors, successors, shareholders, officers, directors, employees, agents, trustees, representatives, administrators, fiduciaries, assigns, subrogees, executors, partners, related corporations, and privies, both individually and collectively, their respective past or present officers, directors, shareholders, successors and predecessors in interest, and any individual or entity which could be jointly or severally liable with Defendant and any entity that could be deemed a joint employer with Defendant (collectively referred to as the **"Released Parties")** for civil penalties under PAGA arising from the alleged violations of Labor Code §§ 201, 202, 203, 204, 221, 223, 226, 226(a)(1), 226(a)(2), 226(a)(5), 226(a)(9), 226(e), 226.3, 226.7, 510, 512, 516, 1174, 1174.5, 1182, 1182.11, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2802, 2699, 2699.3, the applicable IWC Wage Orders and/or which could have been alleged based on the facts and claims alleged in the Action **(**collectively the **"Released Claims")**. This means you are not able to pursue a PAGA lawsuit against Defendant or the Released Parties based on such Released Claims. The only individual claims that have been released are those of Plaintiff, no other individual claims are released.

The enclosed check is your share of the settlement. The payment amount was calculated based on the number of pay periods you worked for Defendant as an hourly paid non-exempt employee working in California during the PAGA Period**.** Because this calculation was approved by the Court, the amount of your payment is final and cannot change. Enclosed with your check is an IRS Form 1099, if applicable. Please note that no taxes were withheld from your payment, so it will be your responsibility to pay any taxes that may be due. You should consult with your own tax accountant with regard to any questions that you may have concerning any taxes that may be due. Further, you are bound by the settlement and release of claims based on the Court's final judgment whether or not you cash or deposit the enclosed check. Please cash or deposit the check on or before its printed void date. Checks will not be reissued after the void date.

If you have any questions or would like more information about the settlement or this lawsuit, you may contact the Settlement Administrator at ________________________________. Please note that the Settlement Administrator cannot provide tax advice.