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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF SACRAMENTO**

WILLIAM EDWARDS, an individual and on  
behalf of all others similarly situated,

Plaintiff,

v.

FIRECODE SAFETY EQUIPMENT, INC., a  
California corporation; and DOES 1 through  
100, inclusive,

Defendant,

CASE NO.: 23CV001535

*Related to Case No.: 34-2023-00335527*

[Assigned for all purpose to the Hon.  
Thadd A. Blizzard, in Dept. 43]

**REPRESENTATIVE ACTION**

**JOINT STIPULATION RE: PAGA  
SETTLEMENT**

Action Filed: May 10, 2023

Trial Date: None Set

1 This Joint Stipulation re: PAGA Settlement (“Settlement,” “Agreement” or “Settlement  
2 Agreement”) is made by and between plaintiff William Edwards (“Plaintiff”), individually and  
3 on behalf of the Aggrieved Employees, on one hand; and defendant Firecode Safety Equipment,  
4 Inc. (“Defendant”), on the other hand, in the lawsuit entitled *William Edwards v. Firecode Safety*  
5 *Equipment, Inc.*, filed in Sacramento County Superior Court, Case No. 23CV001535 (the  
6 “Action”). Plaintiff and Defendant shall be, at times, collectively referred to as the “Parties”. This  
7 Agreement is intended by the Parties to fully, finally, and forever resolve the claims as set forth  
8 herein, based upon and subject to the terms and conditions of this Agreement.

9 **1. DEFINITIONS**

10 1.1. “**Action**” means the Plaintiff’s PAGA lawsuit asserting claims under the Private  
11 Attorneys General Act against Defendant captioned *William Edwards v. Firecode Safety*  
12 *Equipment, Inc.*, Case No. 23CV001535, initiated on May 10, 2023, and pending in Superior  
13 Court of the State of California, County of Sacramento (“PAGA Action”);

14 1.2. “**Administrator**” means Phoenix Class Action Administration Solutions, the  
15 neutral entity the Parties have agreed to appoint to administer the Settlement.

16 1.3. “**Administration Expenses Payment**” means the amount the Administrator will  
17 be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in  
18 accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection  
19 with approval of this Settlement.

20 1.4. “**Aggrieved Employee**” means all persons currently or formerly employed by  
21 Defendant, as hourly-paid, non-exempt employees during the PAGA Period, in the State of  
22 California.

23 1.5. “**Aggrieved Employee Data**” means Aggrieved Employee identifying  
24 information in Defendant’s possession including the Aggrieved Employee’s name, last-known  
25 mailing address, last phone telephone number, Social Security number, and hire date(s),  
26 termination date(s) and re-hire date(s).

27 1.6. “**Aggrieved Employee Address Search**” means the Administrator’s  
28 investigation and search for current Aggrieved Employee mailing addresses using all reasonably

1 available sources, methods and means including, but not limited to, the National Change of  
2 Address database, skip traces, and direct contact by the Administrator with Aggrieved  
3 Employees.

4 1.7. “**Court**” means the Superior Court of California, County of Sacramento.

5 1.8. “**Defense Counsel**” means Fisher & Phillips LLP.

6 1.9. “**Effective Date**” means the date by when both of the following have occurred:  
7 (a) the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the  
8 Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) the day  
9 the Court enters Judgment.

10 1.10. “**Gross Settlement Amount**” means \$175,000.00 which is the total amount  
11 Defendant agree to pay under the Settlement except as provided in Paragraph 8 below. The Gross  
12 Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment,  
13 PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the  
14 Administrator’s Expenses Payment.

15 1.11. “**Individual PAGA Payment**” means the Aggrieved Employee’s pro rata share  
16 of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved  
17 Employee worked during the PAGA Period.

18 1.12. “**Judgment**” means the judgment entered by the Court based upon the Final  
19 Approval.

20 1.13. “**LWDA**” means the California Labor and Workforce Development Agency, the  
21 agency entitled, under Labor Code section 2699, subd. (i).

22 1.14. “**LWDA PAGA Payment**” means the 75% of the PAGA Penalties paid to the  
23 LWDA under Labor Code section 2699, subd. (i).

24 1.15. “**Net Settlement Amount**” means the Gross Settlement Amount, less the  
25 following payments in the amounts approved by the Court: Individual PAGA Payments, the  
26 LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses  
27 Payment, and the Administration Expenses Payment. The remainder is to be paid to Aggrieved  
28 Employees as Individual PAGA Payments.

1.16. **"PAGA Counsel"** means David D. Bibiyan and Vedang J. Patel, the attorneys representing the Plaintiff in the Action.

1.17. **"PAGA Counsel Fees Payment"** and **"PAGA Counsel Litigation Expenses Payment"** mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

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

1.19. **"PAGA Period"** means the period from March 1, 2022, through March 10, 2025.

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

1.21. **"PAGA Notice"** means Plaintiff's March 1, 2023 letter to Defendant and the LWDA, providing notice pursuant to Labor Code section 2699.3, subd. (a).

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

1.23. **"Plaintiff"** means William Edwards, the named plaintiff in the Action.

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

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

1.26. **"Released Parties"** means: Defendant and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

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

## 2. **RECITALS**

2.1. On March 2, 2023, Plaintiff filed his Class Action Complaint for damages and penalties against Defendant, Case No. 34-2023-00335527 alleging: failure to pay overtime wages; failure to pay minimum wages; failure to provide meal periods; failure to provide rest

1 periods; waiting time penalties; wage statement violations; failure to timely pay wages; violation  
2 of labor code; and unfair competition (“Class Action”).

3 2.2. On March 1, 2023 Plaintiff filed a PAGA Notice Letter with the Labor and  
4 Workforce Development Agency (“LWDA”) seeking civil PAGA penalties for similar violations  
5 for the Labor Code (“PAGA Notice”). On or around May 10, 2023, Plaintiff filed a separate  
6 complaint under PAGA seeking civil penalties for the violations asserted in the PAGA Notice,  
7 Case No. 23CV001535 (“PAGA Action”).

8 2.3. On December 6, 2024, Plaintiff agreed to dismiss Plaintiff’s class claims in order for  
9 the parties to informally resolve the individual claims by other means, and attend mediation in  
10 the PAGA Action.

11 2.4 On March 20, 2025, the parties participated in an all-day mediation presided over by  
12 the Nikki Tolt, Esq., which led to this Agreement to settle the Action.

13 2.4. Prior to mediation, Plaintiff obtained, through informal discovery a production of  
14 approximately forty (40) percent of time and payroll records for putative class members, along  
15 with relevant policy records.

16 2.5. The Parties, PAGA Counsel and Defense Counsel represent that they are not  
17 aware of any other pending matter or action asserting claims that will be extinguished or affected  
18 by the Settlement.

### 19 3. MONETARY TERMS

20 3.1. **Gross Settlement Amount.** Except as otherwise provided by Paragraph 8 below,  
21 Defendant promises to pay \$175,000.00 and no more as the Gross Settlement Amount. Defendant  
22 has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph  
23 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount  
24 without asking or requiring Aggrieved Employees to submit any claim as a condition of payment.  
25 None of the Gross Settlement Amount will revert to Defendant.

26 3.2. **Payments from the Gross Settlement Amount.** The Administrator will make  
27 and deduct the following payments from the Gross Settlement Amount, in the amounts specified  
28 by the Court in the Final Approval:

1                   3.2.1. **To PAGA Counsel:** A PAGA Counsel Fees Payment of not more than  
2                   35%, subject to escalation pursuant to section 8.1 of this Agreement and  
3                   approval by the Court, which is currently estimated to be \$61,250.00 and  
4                   PAGA Counsel Litigation Expenses Payment of not more than \$30,000.00  
5                   Defendant will not oppose requests for Court approval of these payments  
6                   provided that they do not exceed these amounts. Plaintiff and/or PAGA  
7                   Counsel will file an application or motion for PAGA Counsel Fees  
8                   Payment and PAGA Litigation Expenses Payment. If the Court approves  
9                   a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation  
10                  Expenses Payment less than the amounts requested, the Administrator will  
11                  allocate the remainder to the Net Settlement Amount. Released Parties  
12                  shall have no liability to PAGA Counsel or any other Plaintiff's Counsel  
13                  arising from any claim to any portion any PAGA Counsel Fees Payment  
14                  and/or PAGA Counsel Litigation Expenses Payment. The Administrator  
15                  will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses  
16                  Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full  
17                  responsibility and liability for taxes owed on the PAGA Counsel Fees  
18                  Payment and the PAGA Counsel Litigation Expenses Payment and hold  
19                  Defendant harmless, and indemnify Defendant, from any dispute or  
20                  controversy regarding any division or sharing of any of these Payments.  
21                  There will be no additional charge of any kind to Aggrieved Employees or  
22                  request for additional consideration from Defendant for such work unless,  
23                  Defendant materially breach this Agreement, including any term regarding  
24                  funding, and further efforts are necessary from PAGA Counsel to remedy  
25                  said breach, including, without limitation, moving the Court to enforce the  
26                  Agreement.

27                3.2.2. **To the Administrator:** An Administrator Expenses Payment not to  
28                exceed \$2,950.00 except for a showing of good cause and as approved by

the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$2,950.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.3. **To the LWDA and Aggrieved Employees:** PAGA Penalties in the amount of \$80,800.00 to be paid from the Gross Settlement Amount, with 75% (\$60,600.00) allocated to the LWDA PAGA Payment and 25% (\$20,200.00) allocated to the Individual PAGA Payments.

3.2.3.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$20,200.00) 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.

3.2.3.2. 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 PAYMENTS**

4.1. **Aggrieved Employee Pay Periods.** Based on a review of its records to date, Defendant estimates there are 47 Aggrieved Employees who worked a total of 1,741 PAGA Pay Periods.

4.2. **Aggrieved Employee Data.** Within 14 calendar 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' 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

1 Employee Data to Administrator employees who need access to the Aggrieved Employee Data  
2 to effect and perform under this Agreement. Defendant have a continuing duty to immediately  
3 notify PAGA Counsel if they discover that the Aggrieved Employee Data omitted employee  
4 identifying information and to provide corrected or updated Aggrieved Employee Data as soon  
5 as reasonably feasible. Without any extension of the deadline by which Defendant must send the  
6 Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously  
7 use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or  
8 omitted Aggrieved Employee Data.

9       **4.3. Funding of Gross Settlement Amount.** Defendant shall fully fund the Gross  
10 Settlement Amount by transmitting the funds to the Administrator no later than 30 days after the  
11 Effective Date.

12       **4.4. Payments from the Gross Settlement Amount.** Within 14 days after Defendant  
13 fund the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA  
14 Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA  
15 Counsel Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment  
16 shall not precede disbursement of Individual PAGA Payments.

17               **4.4.1.** The Administrator will issue checks for the Individual PAGA Payments  
18 and send them to the Aggrieved Employees via First Class U.S. Mail,  
19 postage prepaid. The face of each check shall prominently state the date  
20 (not less than 180 days after the date of mailing) when the check will be  
21 voided. The Administrator will cancel all checks not cashed by the void  
22 date. Before mailing any checks, the Settlement Administrator must update  
23 the recipients' mailing addresses using the National Change of Address  
24 Database.

25               **4.4.2.** The Administrator must conduct an Aggrieved Employee Address Search  
26 for all Aggrieved Employees whose checks are returned undelivered  
27 without USPS forwarding address. Within 7 days of receiving a returned  
28 check the Administrator must re-mail checks to the USPS forwarding

1 address provided or to an address ascertained through the Aggrieved  
2 Employee Address Search. The Administrator need not take further steps  
3 to deliver checks to Aggrieved Employees whose re-mailed checks are  
4 returned as undelivered. The Administrator shall promptly send a  
5 replacement check to any Aggrieved Employee whose original check was  
6 lost or misplaced, requested by the Aggrieved Employee prior to the void  
7 date.

8 4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is  
9 uncashed and cancelled after the void date, the Administrator shall  
10 transmit the funds represented by such checks to the California  
11 Controller's Unclaimed Property Fund in the name of the Aggrieved  
12 Employee .

13 4.4.4. The payment of Individual PAGA Payments shall not obligate Defendant  
14 to confer any additional benefits or make any additional payments to the  
15 Aggrieved Employees (such as 401(k) contributions or bonuses) beyond  
16 those specified in this Agreement.

17 **5. RELEASES OF CLAIMS**

18 Effective on the date when Defendant fully fund the entire Gross Settlement Amount  
19 Plaintiff and PAGA Counsel will release all claims against all Released Parties as follows:

20 5.1. **Release by Aggrieved Employees:** For the duration of the PAGA Period, all  
21 Aggrieved Employees are deemed to release, on behalf of themselves and their respective former  
22 and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the  
23 Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have  
24 been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice.

25 5.2 **Plaintiff's Release.** Plaintiff and his respective former and present spouses,  
26 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release  
27 and discharge Released Parties from all claims, transactions, or occurrences that occurred during  
28 the PAGA Period, including, but not limited to: all claims that were, or reasonably could have

1 been, alleged, based on the facts contained, in the Operative Complaint and Plaintiff's PAGA  
2 Notice, and all of the following: (1) the Civil Rights Act of 1964, as amended; (2) 42 U.S.C. §  
3 1981; (3) Section 503 of the Rehabilitation Act of 1973; (4) the Fair Labor Standards Act  
4 (including the Equal Pay Act); (5) the Americans with Disabilities Act; (6) the Age  
5 Discrimination in Employment Act of 1967, as amended; (7) the Federal Family and Medical  
6 Leave Act; (8) the Immigration Reform and Control Act; (9) the Federal Worker Readjustment  
7 and Retraining Notification Act; (10) the Employee Retirement Income Security Act, as  
8 amended; (11) the National Labor Relations Act; (12) the Genetic Information  
9 Nondiscrimination Act of 2008; (13) the California Business and Professions Code; (14) the  
10 California Government Code; (15) the California Family Rights Act; (16) the California Wage  
11 Orders; (17) the Families First Coronavirus Response Act; and/or (18) any other provision of  
12 federal, California state, or local statutory or common law or regulation (including whistleblower  
13 claims, claims for personal injury, invasion of privacy, negligent hiring, retention or supervision,  
14 defamation, intentional or negligent infliction of emotional distress and/or mental anguish,  
15 negligence, assault, battery, false imprisonment, retaliatory or wrongful discharge, and the like),  
16 which Plaintiff now has, owns or holds, or claims to have, own or hold, or which Plaintiff at any  
17 time heretofore had, owned or held, or claimed to have, own or hold against any of the Released  
18 Parties up to and including, as of the date Plaintiff signs this Agreement (with all of the foregoing  
19 included in the definition of the Action) ("Plaintiff's Release"). Plaintiff's Release does not  
20 extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits,  
21 unemployment benefits, disability benefits, social security benefits, workers' compensation  
22 benefits that arose at any time, or based on occurrences outside the PAGA Period. Plaintiff  
23 acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts  
24 or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's  
25 Release shall be and remain effective in all respects, notwithstanding such different or additional  
26 facts or Plaintiff's discovery of them.

1           **5.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542.** For  
2 purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights,  
3 and benefits, if any, of section 1542 of the California Civil Code, which reads:

4 A general release does not extend to claims that the creditor or releasing party does not know or  
5 suspect to exist in his or her favor at the time of executing the release, and that if known by him  
6 or her would have materially affected his or her settlement with the debtor or Released Party.

7           5.1.1.1           The above release and 1542 waiver expressly exclude Plaintiff's  
8 Individual Wage & Hour claims.

9                           **6. MOTION OR APPLICATION FOR APPROVAL OF**  
10                           **SETTLEMENT**

11           The Parties agree to jointly prepare and file an application or motion for approval of this  
12 Settlement.

13           **6.1. Plaintiff's Responsibilities.** Plaintiff will prepare and endeavor to deliver to  
14 Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor  
15 Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of  
16 PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed"  
17 bid for administering the Settlement and attesting to its willingness to serve; competency;  
18 operative procedures for protecting the security of Aggrieved Employee Data; amounts of  
19 insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts  
20 relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA;  
21 and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense  
22 Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission  
23 to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section  
24 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement  
25 (Labor Code section 2699, subd. (l)(2)); and (iv) all facts relevant to any actual or potential  
26 conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations,  
27 Plaintiff and PAGA Counsel shall aver that they are not aware of any other pending matter or  
28 action asserting claims that will be extinguished or adversely affected by the Settlement.

1           **6.2. Responsibilities of PAGA Counsel.** PAGA Counsel and Defense Counsel are  
2 jointly responsible for expeditiously finalizing and filing the application or motion for approval  
3 of this Settlement after the full execution of this Agreement and, if necessary, obtaining a prompt  
4 hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA  
5 Counsel is responsible for delivering the Court’s Preliminary Approval to the Administrator.

6           **6.3. Duty to Cooperate.** If the Parties disagree on any aspect of the proposed  
7 application or motion for approval of this Settlement and/or the supporting declarations and  
8 documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of  
9 the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement.  
10 If the Court does not grant the motion for approval of this Settlement or conditions its approval  
11 on any material change to this Agreement, PAGA Counsel and Defense Counsel will  
12 expeditiously work together on behalf of the Parties by meeting in person or by telephone, and  
13 in good faith, to modify the Agreement and otherwise satisfy the Court’s concerns.

## 14           **7. SETTLEMENT ADMINISTRATION**

15           **7.1. Selection of Administrator.** The Parties have jointly selected Phoenix Class  
16 Action Administration Solutions to serve as the Administrator and verified that, as a condition  
17 of appointment, Phoenix Class Action Administration Solutions agrees to be bound by this  
18 Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for  
19 payment of Administration Expenses. The Parties and their Counsel represent that they have no  
20 interest or relationship, financial or otherwise, with the Administrator other than a professional  
21 relationship arising out of prior experiences administering settlements.

22           **7.2. Employer Identification Number.** The Administrator shall have and use its own  
23 Employer Identification Number for purposes of calculating payroll tax withholdings and  
24 providing reports state and federal tax authorities.

25           **7.3. Qualified Settlement Fund.** The Administrator shall establish a settlement fund  
26 that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury  
27 Regulation section 468B-1.  
28

1           7.4.   **Administrator Duties.** The Administrator has a duty to perform or observe all  
2 tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

3                   **8.    AGGRIEVED EMPLOYEE SIZE ESTIMATES and ESCALATOR**  
4                   **CLAUSE**

5           Based on their records, Defendant estimate that, as of the date of this Settlement  
6 Agreement, there are 47 Aggrieved Employees who worked 1,741 Pay Periods during the PAGA  
7 Period.

8           8.1.   **Escalator Clause.** Defendant represents that there are no more than 1,741 pay  
9 periods worked during the PAGA Period. In the event the number of pay periods worked  
10 increases by more than 10%, or 174 pay periods worked, then the Gross Settlement Amount shall  
11 be increased proportionally by the pay periods in excess of 1,741 multiplied by the pay period  
12 value. The pay period value shall be calculated by dividing the Gross PAGA Settlement Sum by  
13 1,741. The Parties agree that the pay period value is \$100.52 (\$175,000.00 / 1,741 pay periods).  
14 Thus, for example, should there be 2,000 pay periods in the PAGA Period, then the Gross PAGA  
15 Settlement Sum shall be increased by \$26,032.09. (2,000 pay periods – 1,741 pay periods x  
16 \$100.51/pay period.).

17                   **9.    CONTINUING JURISDICTION OF THE COURT**

18           The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the  
19 Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or  
20 Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-  
21 Judgment matters as are permitted by law.

22           9.1.   **Waiver of Right to Appeal.** Provided the Judgment is consistent with the terms  
23 and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and  
24 PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel waive all  
25 rights to appeal from the Judgment, including all rights to post-judgment and appellate  
26 proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary  
27 writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such  
28 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 together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

**10.3. Attorney Authorization.** 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

1 the form or content of any document necessary to implement the Settlement, or on any  
2 modification of the Agreement that may become necessary to implement the Settlement, the  
3 Parties will seek the assistance of a mediator and/or the Court for resolution.

4       **10.5. No Prior Assignments.** The Parties separately represent and warrant that they  
5 have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer,  
6 or encumber to any person or entity and portion of any liability, claim, demand, action, cause of  
7 action, or right released and discharged by the Party in this Settlement.

8       **10.6. No Tax Advice.** Neither Plaintiff, PAGA Counsel, Defendant nor Defense  
9 Counsel are providing any advice regarding taxes or taxability, nor shall anything in this  
10 Settlement be relied upon as such within the meaning of United States Treasury Department  
11 Circular 230 (31 CFR Part 10, as amended) or otherwise.

12       **10.7. Modification of Agreement.** This Agreement, and all parts of it, may be  
13 amended, modified, changed, or waived only by an express written instrument signed by all  
14 Parties or their representatives, and approved by the Court.

15       **10.8. Agreement Binding on Successors.** This Agreement will be binding upon, and  
16 inure to the benefit of, the successors of each of the Parties.

17       **10.9. Applicable Law.** All terms and conditions of this Agreement and its exhibits will  
18 be governed by and interpreted according to the internal laws of the state of California, without  
19 regard to conflict of law principles.

20       **10.10. Cooperation in Drafting.** The Parties have cooperated in the drafting and  
21 preparation of this Agreement. This Agreement will not be construed against any Party on the  
22 basis that the Party was the drafter or participated in the drafting.

23       **10.11. Confidentiality.** To the extent permitted by law, all agreements made, and orders  
24 entered during Action and in this Agreement relating to the confidentiality of information shall  
25 survive the execution of this Agreement.

26       **10.12. Use and Return of Aggrieved Employee Data.** Information provided to PAGA  
27 Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data  
28 provided to PAGA Counsel by Defendant in connection with the mediation, other settlement

1 negotiations, or in connection with the Settlement, may be used only with respect to this  
2 Settlement, and no other purpose, and may not be used in any way that violates any existing  
3 contractual agreement, statute, or rule of court.

4 10.13. **Headings.** The descriptive heading of any section or paragraph of this Agreement  
5 is inserted for convenience of reference only and does not constitute a part of this Agreement.

6 10.14. **Calendar Days.** Unless otherwise noted, all reference to “days” in this Agreement  
7 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a  
8 weekend or federal legal holiday, such date or deadline shall be on the first business day  
9 thereafter.

10 10.15. **Notice.** All notices, demands or other communications between the Parties in  
11 connection with this Agreement will be in writing and deemed to have been duly given as of the  
12 third business day after mailing by United States mail, or the day sent by email or messenger,  
13 addressed as follows:

14 To Plaintiff:

**BIBIYAN LAW GROUP, P.C.**  
David D. Bibiyan (SBN 287811)  
*david@tomorrowlaw.com*  
Vedang J. Patel (SBN 328647)  
*vedang@tomorrowlaw.com*  
1460 Westwood Boulevard  
Los Angeles, California 90024  
Telephone: (310) 438-5555; Facsimile: (310) 300-1705

19 To Defendant:

**FISHER & PHILLIPS LLP**  
Alden J. Parker (SBN 196808)  
*aparker@fisherphillips.com*  
William Okamoto (SBN 342147)  
*wokamoto@fisherphillips.com*  
621 Capitol Mall, Suite 1400  
Sacramento, California 95814

24 10.16. **Execution in Counterparts.** This Agreement may be executed in one or more  
25 counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this  
26 Agreement shall be accepted as an original. All executed counterparts and each of them will be  
27 deemed to be one and the same instrument if counsel for the Parties will exchange between  
28

1 themselves signed counterparts. Any executed counterpart will be admissible in evidence to  
2 prove the existence and contents of this Agreement.

3 10.17. **Stay of Litigation.** The Parties agree that upon the execution of this Agreement  
4 the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further  
5 agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the  
6 date to bring a case to trial under CCP section 583.310 for the entire period of this settlement  
7 process.

8  
9  
10 *William Edwards*

11 \_\_\_\_\_  
12 Plaintiff William Edwards

*Sarah Stanley*

13 \_\_\_\_\_  
14 Defendant Firecode Safety Equipment, Inc.  
15 By: Sarah Stanley  
16 Its: CEO

17 *Vedang J. Patel*

18 \_\_\_\_\_  
19 David D. Bibiyan  
20 Vedang J. Patel  
21 Counsel for Plaintiff William Edwards

*Alden J. Parker*

22 \_\_\_\_\_  
23 Alden J. Parker  
24 William Okamoto  
25 Counsel for Defendant Firecode Safety  
26 Equipment, Inc.

Verification Complete

The document has been officially verified.

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Document Name

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✓ Signed & Verified

Long Form Settlement Agreement (Final).pdf

Kevin Tapia

46A98EF9-5406-47B7-8DFF-132645A63F0B

Recipient 1

William Edwards

Order 1

IP Address

12.220.251.252

Signature

William Edwards

Document History

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# Long Form Settlement Agreement

Final Audit Report

2026-01-25

|                 |                                               |
|-----------------|-----------------------------------------------|
| Created:        | 2026-01-22                                    |
| By:             | Desiree Herrera (dherrera@fisherphillips.com) |
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