

PRIVATE ATTORNEYS GENERAL ACT
SETTLEMENT AGREEMENT AND RELEASE

This Private Attorneys General Act Settlement Agreement and Release (“Agreement” or “Settlement”) is made by and between Plaintiff GIOVANNY GUTIERREZ and Plaintiff JESUS CAMPOS (“Plaintiffs”), each individually, and on behalf of all other aggrieved employees (the “Aggrieved Employees” or “PAGA Group” as described below), and as a private attorney general on behalf of the State of California pursuant to Labor Code § 2699, *et seq.*, the California Private Attorneys General Act (“PAGA”) on the one hand, and Defendants BRIGHT EVENT RENTALS LLC (“Defendant”), on the other hand. Plaintiffs and Defendants are collectively referred to herein as “the Parties.”

This Agreement, and the settlement embodied herein, shall be binding on Plaintiffs, the Aggrieved Employees they represent, and Defendant, subject to Court approval.

WHEREAS, on July 25, 2023, Plaintiff Gutierrez filed a PAGA complaint in the Superior Court of California for the County of San Diego (SDSC Case No. 37-2023-00032308-CU-OE-CTL) and with the Labor Workforce Development Agency(LWDA Case No. LWDA-CM-953561-23) alleging the following causes of action: (1) PAGA Claim for Failure to Pay State Minimum Wage/Regular Wages; (2) PAGA Claim for Failure to Pay State Overtime Wages; (3) Failure to Make Payments Within the Required Time; (4) PAGA Claim for Meal and Rest Break Labor Code Violations; (5) PAGA Claim for Inaccurate Wage Statements; (6) PAGA Claim for Failure to Maintain Payroll Records; (7) PAGA Claim for Failure to Reimburse Business Expenses in Violation of Labor Code § 2802; and (8) Miscellaneous claims via PAGA (all of the foregoing is collectively referred to as Plaintiff’s “PAGA Claims”).

WHEREAS, on March 15, 2024, Plaintiff Campos filed an action in the Superior Court of California for the County of Los Angeles (Case No. 24LBCV00559; LWDA Case No. LWDA-CM-1002939-24).

WHEREAS, on April 14, 2024, Plaintiff Gutierrez via counsel filed a first amended PAGA complaint with the LWDA and after the 65-day waiting period expired on June 21, 2024, Plaintiff Gutierrez via counsel filed a first amended complaint.

WHEREAS, in September 2024, the parties agreed to attend private mediation subject to the sharing of relevant data, employer policy manuals, and participating in a *Belaire West* notice process.

WHEREAS, on November 14, 2024, the parties via counsel agreed to allow Plaintiff Campos to be added as a named Plaintiff to the Gutierrez PAGA enforcement action and Plaintiff Campos intends to dismiss his case in the Superior Court of California for the County of Los Angeles without prejudice once the Second Amended Complaint in the Gutierrez PAGA action is filed.

WHEREAS, during the pendency of this litigation, the Parties conducted significant investigation of the facts and law and engaged in an informal discovery exchange before mediation. In response to PAGA Counsel's informal discovery requests, Defendant provided PAGA Counsel with information and documents pertaining to Plaintiffs and the Aggrieved Employees, and the claims in this litigation, including time records, payroll data, policies, and training materials, among other things, to provide Plaintiffs the opportunity to investigate Plaintiffs' allegations and the PAGA Claims.

WHEREAS, on December 18, 2024, the Parties attended a full day mediation with experienced wage-and-hour mediator Tripper Ortman, Esq. As a result, the Parties agreed to settle Plaintiffs' representative PAGA Claims, taking into account all known facts and circumstances including the difficulty of proving some of Plaintiffs' claims, potential defenses asserted by Defendant, the uncertainty associated with litigation, the risks of significant delay, and numerous potential appellate issues. On February 7, 2025, the Parties accepted the mediator's proposal.

WHEREAS, on February 4, 2025, Plaintiffs via counsel filed a second amended PAGA complaint with the Court, which is the operative complaint.

WHEREAS, the Parties understand, acknowledge, and agree this PAGA settlement constitutes a compromise of Plaintiffs' PAGA Claims, and it is the desire and intention of the Parties to effect a final and complete resolution of the Representative PAGA Claims that Plaintiffs and the Aggrieved Employees have or may have against Defendant. The Parties further acknowledge this Agreement is a compromise of disputed claims and nothing in this Agreement shall be construed as an admission by Defendant or of any wrongdoing or liability. Specifically, Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in the Lawsuit and PAGA notice. Defendant, among other things, contend it has

complied at all times with the California Labor Code and all applicable California laws.

WHEREAS, based on their own independent investigations and evaluations, Defendant and Plaintiffs, and their respective counsel, are of the opinion that the amount and terms of the Settlement are fair, reasonable, and adequate and are in the best interests of the Plaintiffs, the Aggrieved Employees, and Defendant in light of all known facts and circumstances and the risks inherent in litigation, including the potential appellate issues. Further, counsel for the Plaintiffs, the State of California as its designated proxy, and the Aggrieved Employees believe the settlement amount is in the best interests of the Aggrieved Employees and the State of California and that the settlement for each Aggrieved Employee is fair, reasonable, and adequate, given the inherent risk of litigation.

WHEREAS, the Parties: (1) believe and agree this Agreement provides for a fair, adequate, and reasonable resolution of the PAGA Claims, (2) have investigated the facts relevant to this settlement and this Agreement, and all matters pertaining thereto, and (3) have arrived at the settlement through extensive, arms-length negotiations, taking into account all relevant factors, present and potential.

Therefore, in consideration of the promises and agreements contained herein, and to avoid the uncertainty, risks, costs, and delays associated with further litigation, the Parties agree and covenant as follows:

1. **Aggrieved Employees.** "Aggrieved Employees" are all current and former hourly paid or non-exempt employees who worked for Defendant within the State of California at any time during the period of May 8, 2022, to April 1, 2025 ("PAGA Period").

2. **PAGA Counsel.** "PAGA Counsel" means the Law Office of Thomas D. Rutledge, JCL Law Firm, APC ("JCL"), Zakay Law Group, APC ("ZLG"), and Lawyers for Justice, P.C. ("LFJ").

3. **Conditional Stipulation to Representative Action.** The Parties stipulate that solely for the purposes of settlement, the claims brought on behalf of the Aggrieved Employees may be resolved on a representative basis under the PAGA, and if there is no judicial approval of this Agreement, then the stipulation to a representative action will be void.

4. Employee Data. No later than forty-five (45) calendar days after the full execution of this Agreement, Defendant shall provide the Settlement Administrator with the Employee Data. The Employee Data means information regarding the Aggrieved Employees that Defendant will in good faith compile from its records and provide to the Settlement Administrator. It shall be formatted in the manner requested by the Settlement Administrator and shall include sufficient information to effectuate this settlement, including but not limited to: each Aggrieved Employee's full name; last known address; Social Security Number; dates of employment; and any other information the Settlement Administrator deems necessary to accurately calculate the number of Pay Period worked by each Aggrieved Employee during the PAGA Period.

5. Gross Settlement Amount. Defendant agrees to pay, in accordance with the terms set forth herein, the total sum of \$900,000.00 as the non-reversionary gross settlement amount (the "Gross Settlement Amount" or "GSA") in full settlement of the *Gutierrez* PAGA enforcement action. The Gross Settlement Amount, which represents the total amount payable under this Settlement by Defendant (subject to the Escalator Clause described below), will be allocated as follows:

- a. PAGA Counsel's attorneys' fees of up to 40% of the Gross Settlement Amount (i.e., \$360,000.00) ("PAGA Counsel's Fees") and actual costs not to exceed \$25,000. From the amount of PAGA Counsel's attorneys' fees awarded by the Court as follows: 80% of the proceeds are payable to Thomas D. Rutledge, 7% to Lawyers for Justice, PC, 6.5% to Zakay Law Group, APLC, and 6.5% to JCL Law Firm, APC. Defendant will not oppose this request. The Parties explicitly agree and recognize that Defendant incurs no obligation in this Settlement to ensure any particular allocation of these payments between PAGA Counsel and has no obligation other than to tender these amounts to the Settlement Administrator for distribution as part of the Gross Settlement Amount. Attorneys' fees and costs shall be paid out of the GSA subject to the approval of the Court. PAGA Counsel may elect to have the Settlement Administrator, directly or indirectly, disburse all or part of their Court-approved attorneys' fees award paid to all of some of them in periodic payments, through a structured settlement and/or to an assignee. PAGA Counsel will bear any and all costs, fees, and expenses of administration for any periodic payments of such award and shall

be fully responsible for any taxes, costs, liabilities, attorneys' fees, and/or penalties resulting from any issues, claims, and/or disputes arising out of, related to, or incurred in connection with any such periodic payments, including without limitation, any such issues, claims, and/or disputes brought by the state or federal government concerning the payment of taxes thereon. PAGA Counsel shall indemnify, defend, and hold Defendant and Defense Counsel harmless for all taxes, costs, liabilities, attorneys' fees, and/or penalties resulting from any issues, claims, and/or disputes arising out of, related to, or incurred in connection with any such periodic payments. To the extent the Court approves any award for attorneys' fees that does not equal 40% of the Total Settlement Amount, PAGA Counsel retains the right to appeal the Court's award. Should PAGA Counsel appeal the Court's award, the difference between the amount awarded and the amount disputed on appeal shall be retained by the Settlement Administrator pending PAGA Counsel's appeal. After resolution of any appeal, any funds not awarded to PAGA Counsel then in possession of the Settlement Administrator will be added to the Net Settlement Fund for distribution to Aggrieved Employees and the LWDA by the Settlement Administrator on a proportional basis relative to the size of their Settlement Shares, in accordance with other administration and distribution requirements hereunder, and PAGA Counsel shall pay any additional costs incurred by the Settlement Administrator for this purpose. The Parties agree the Court's approval of any request for attorneys' fees and costs is not a condition of this settlement Agreement and that an award of less than the amounts requested would not give rise to a basis for Plaintiffs or their counsel to abrogate this settlement Agreement, but PAGA Counsel retains the right to appeal the Court's determination of fees and costs at the expense of PAGA Counsel.

- b. **Enhancement Payments:** Plaintiffs may request the Court to approve an enhancement payment to Plaintiffs, in an amount not to exceed \$5,000 apiece. Any enhancement payment will be paid out of the GSA. Defendant will not oppose this request. The Court's approval of the Enhancement Payment is not a material term of the settlement. Any amount not approved by the Court shall be allocated to the PAGA Payment.

- c. **Allocations:** Defendant's employment records shall control for purposes of calculating the number pay periods that each Aggrieved Employee worked for Defendant and any payments under the settlement. If an employee worked any day during a weekly pay period, the employee shall be credited for the entire weekly pay period. Defendant will provide these calculations to the Settlement Administrator on a confidential basis.
- d. **Taxes:** For tax purposes, the Parties agree the PAGA Payment allocated to the Aggrieved Employees shall be considered penalties, for which a Form 1099 will be issued to reflect these payments. Aggrieved Employees will be responsible for paying any personal income taxes owed on the amounts they receive. Funds contained in the settlement checks that are returned as undeliverable and in settlement checks uncashed for more than 180 days after issuance will be tendered to the California State Controller's Office - Unclaimed Property Fund, to be held in the name of the Aggrieved Employee.
- e. **Settlement Administrator's Expenses:** The Parties shall select XPAND Legal Consulting, LLC as the third party Settlement Administrator ("Settlement Administrator"), which will administer this settlement subject to approval by the Court. The Settlement Administrator shall use its own Tax Payer Identification Number to issue to Aggrieved Employees Form-1099s for all amounts paid under this settlement. The Settlement Administrator shall establish a Qualified Settlement Fund account pursuant to Section 468B(g) of the Internal Revenue Code for the purpose of administering the settlement, into which the GSA will be deposited and calculate all settlement checks required under law based on information that will be confidentially furnished by Defendant. Administration costs not to exceed \$15,000.00 to be paid to the Settlement Administrator ("Administration Costs"). If the actual administration fee is less than the Parties' estimated administration fees, the difference between the actual and estimated administration fees will revert to the PAGA Fund; and
- f. **PAGA Fund:** The remainder of the Gross Settlement Amount (the "PAGA Fund") after deducting items (a) and (b) shall be designated as PAGA Penalties to be allocated between the LWDA and the Aggrieved Employees pursuant to Labor Code § 2699(i), with 75% paid to the LWDA (the "LWDA PAGA

Portion”) and 25% paid to the Aggrieved Employees (the “Aggrieved Employees’ PAGA Portion”) on a pro-rata basis as set forth in Paragraph 7 below.

6. PAGA Released Claims/Effect of Judgment on Aggrieved Employees and LWDA. In exchange for the Gross Settlement Amount, Plaintiffs, the Aggrieved Employees, and the State of California will fully and finally release Defendant, PBS of Central Florida, LLC, and any of their current or former parents, successors, predecessors, affiliates, subsidiaries or related entities, or any of their current or former officers, directors, members, shareholders, managers, human resources representatives, employees, agents, contractors, insurance carriers, representatives, or attorneys ("Releasees"), from all claims, rights, demands, liabilities and causes of action, whether known or unknown, that were asserted or that could have been asserted based on the facts alleged in the operative complaint of the *Gutierrez* and *Campos* PAGA enforcement actions during the PAGA Period, including but not limited to, California Labor Code §§ 96(k), 98.6, 201-203, 203.1, 203.5, 204, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, 210, 212, 213(d), 216, 218, 218.5, 218.6, 221-224, 225.5, 226, 226.2, 226.3, 226.6, 226.7, 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, 231, 232(c), 232.5(c), 233, 234, 245-251, 256, 351, 353, 403, 404(b), 432, 432.2, 432.3, 432.5, 432.7, 435, 450, 510-513, 516, 515, 551, 552, 558, 558.1, 601-604, 750, 751.8, 800, 850, 851, 851.5, 852, 921-923, 970, 973, 976, 1021, 1021.5, 1024.5, 1025, 1026, 1101, 1102, 1102.5, 1153, 1174, 1182.12, 1194, 1194.2, 1195, 1197, 1197.1, 1197.5, 1198 via applicable Wage Order, 1198.3(b), 1198.5, 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, 1695, 1695.5(a), 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, 1700.47, 1735, 1775.5, 1811, 1815, 2441, 2651, 2673, 2673.1(a), 2695.2, 2751, 2800, 2801, 2802, 2806, 2810, 2810.5, 2929(b), 3073.6, 6310, 6311, 6399.7, 6400-6404, 6406-6407, 6409.6, 6432, California Labor Code §§ 2698, *et seq.*, 1198, any applicable Wage Order of the California Industrial Welfare Commission, California Code of Regulations, tit. 8, §§ 3395, 11000, 11040, 11070(14) any applicable requirement to provide suitable seating and/or stools and penalties interest, and attorneys' fees and costs.

Defendant agrees to enter into separate individual settlement agreements with Plaintiffs, as well as Raul Banuelos, Anthony Colbourne, Anzuwett Medina, Christian Guzman, Kelvin A. Quintanilla, Merari Chavez, and Cesar Martinez-Alvarez (collectively, with Plaintiffs, the “General Release Employees”) for general releases of each of their claims, including those for wages or other damages, in

consideration for general release payments ("General Release Payment"). The Gross Settlement Amount does not include the General Release Payment, which totals \$25,000, the General Release Employees.

7. **Additional Release by Plaintiffs.** In consideration of the Enhancement Award and General Release Payment, Plaintiffs generally release any and all known and unknown claims against Defendant and the Releasees as of the date of this Agreement. Plaintiffs also agree to waive any rights under California Civil Code § 1542:

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.

8. **Notice to the LWDA.** Pursuant to California Labor Code § 2699(1)(2), the Plaintiffs shall submit to the LWDA a copy of this Agreement when the Parties submit this Agreement to the Court for approval. Plaintiffs shall provide the Court with evidence of the LWDA submittal, such as a confirmation email from the LWDA that this Agreement was provided.

9. **No Right to Opt Out.** The Parties agree there is no statutory right for any Aggrieved Employee to opt out or otherwise exclude themselves from the Settlement.

10. **Fair, Adequate, and Reasonable Settlement.** The Parties agree the PAGA settlement is fair, adequate, and reasonable and will so represent to the Court. The Parties have thoroughly investigated the factual and legal issues relating to the Released Claims.

11. **Funding, Distribution of Payments.** Defendant shall fund the GSA no later than 30 calendar days after the Effective Date, provided the Settlement Administrator timely and promptly provides funding instructions to the Defendant. All payments due under this settlement shall be distributed within 15 calendar days after funding of the GSA by Defendant.

a. The term "Effective Date" refers to the date upon which both of the following have occurred: (i) approval of the settlement is granted

by the Court overseeing the *Gutierrez* PAGA enforcement action, or other court assuming jurisdiction of this matter, and (ii) the Court's judgment approving the settlement becomes Final, as defined below.

b. "Final" shall mean the latest of: (i) if there is an appeal of the Court's judgment, the date the judgment is affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for review to the California Supreme Court and/or a petition for writ of certiorari to the United States Supreme Court, or (ii) if a petition for review or writ of certiorari is filed, the date of denial of the petition for review or writ of certiorari, or the date the judgment is affirmed pursuant to such petition; or (iii) if no appeal is filed, the expiration date of the time for filing or noticing any appeal of the judgment.

c. Mailing. Individual Aggrieved Employee Payments shall be mailed to the Aggrieved Employees' last known mailing address by regular First-Class U.S. Mail no later than fifteen (15) calendar days after the Funding Date. Upon receipt of the Employee Data, the Settlement Administrator will perform a search based on the National Change of Address Database to update and correct any known or identifiable address changes. The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Aggrieved Employee. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Aggrieved Employee.

12. Notice of Settlement. When the Settlement Administrator issues settlement checks to the Aggrieved Employees, the check shall be accompanied by a Notice of Settlement that resembles the version attached hereto as **Exhibit 1**. It shall be written in English and Spanish.

13. Allocation Adjustment. The Parties agree that should the Court deny approval of the Gross Settlement Amount and/or the Net Settlement Amount, the Parties agree to attempt to renegotiate the allocation of funds in good faith in an effort to obtain approval of the Settlement. This agreement to renegotiate shall not be construed as an obligation to enter into a new allocation of funds.

14. Allocation and Calculation of the PAGA Penalties. Each Aggrieved Employee shall receive a portion of the PAGA Penalties on a pro-rata basis. Defendant will calculate: (i) the total number of pay periods worked by each Aggrieved Employee during the PAGA Period, and (ii) the total number of pay periods worked by all Aggrieved Employees during the PAGA Period. To

determine each Aggrieved Employee's payment from the Aggrieved Employees' PAGA Portion, Defendant will use the following formula: Settlement Payment = Aggrieved Employees' PAGA Portion $\times$ [Pay Periods Worked by Individual Aggrieved Employee during the PAGA Period $\div$ Total Pay Periods Worked by All Aggrieved Employees during the PAGA Period]. Defendant's records shall control this calculation.

15. Escalator Clause & Warranties and Representations: Defendant's best estimate for the number of pay periods at issue for the PAGA Group for the period of May 8, 2022 through November 2024, is approximately 85,233 pay periods. Should the number of pay periods during the PAGA Period increase by more than 10%, the Gross Settlement Amount will increase proportionately over the 10% grace (i.e., meaning if the pay periods increase by 11% the settlement will increase by 1%). Alternatively, Defendant shall have the right to adjust the release of the PAGA Period to reduce the number of pay periods to avoid triggering the Escalator Clause. Defendant further warrants and represents that the sampling, data, and documents Defendant provided to Plaintiff's Counsel before mediation are true and correct records they purport to resemble and that during the claim period all Aggrieved Employees were required to sign arbitration agreements in connection with their employment with the Defendant.

16. Tax Treatment of Settlement Amounts. With regard to settlement payments to Aggrieved Employees, IRS Form 1099s will be issued by the Settlement Administrator, if applicable. IRS Form 1099s are used for payments of miscellaneous income that is not considered wages, such as the penalty payments at issue in this Settlement. Nothing in this Settlement is intended to constitute legal advice regarding federal, state, and/or local tax obligations. Defendant, its counsel and Plaintiffs and the Aggrieved Employees' counsel are not responsible for any employee tax obligations regarding the allocation of the settlement payments. Payment of the portion allocated to PAGA Counsel's fees and costs will be reflected in a Form 1099 to PAGA Counsel, who shall assume full responsibility and liability for the payment of taxes due on such payments.

17. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR

WAS INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS OR ITS OWN, INDEPENDENT LEGAL AND TAX ADVISERS FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISOR TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISOR'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

18. Settlement Administrator. The Settlement Administrator shall be responsible for sending notices, calculating settlement payments, preparing all checks and mailings, and complying with all requirements set forth herein. As noted above, the costs of the Settlement Administrator shall be paid out of the Gross Settlement Amount, and the Parties agree to use as the Settlement Administrator.

19. Undeliverable Aggrieved Employee Payments. Any Individual Aggrieved Employee Payments returned to the Settlement Administrator as non-delivered on or before the check cashing expiration deadline shall be re-mailed to any forwarding address provided within seven (7) days of receiving the returned notice. If no forwarding address is provided, the Settlement Administrator shall promptly attempt to determine a correct address by lawful use of skip-tracing, or other search using the name, address and/or Social Security number of the Aggrieved Employee involved, and shall then perform a re-mailing, if the Settlement Administrator identifies another mailing address. In addition, if any Individual Aggrieved Employee Payment, which is addressed to any Aggrieved Employee who is currently employed by Defendant, is returned to the Settlement Administrator as non-delivered and no forwarding address is provided, the Settlement Administrator

shall notify Defendant. Defendant will request that the currently employed Aggrieved Employee provide a corrected address and transmit to the Administrator any corrected address provided by the Aggrieved Employee. Aggrieved Employees who received a re-mailed Individual Aggrieved Employee Payment shall have their check expiration deadline extended fifteen (15) days from the original check expiration deadline.

20. Duties of the Parties Related to Approval. Promptly upon execution of this Agreement, Plaintiffs shall file a joint stipulation for the approval of the proposed Settlement and for the entry of an order approving this Settlement as required by Labor Code § 2699(l) in the *Gutierrez* matter, SDSC Case No. 37-2023-00032308-CU-OE-CTL. The approval motion, which will be drafted by Plaintiffs, will request Court approval of the following: (1) the terms of this Agreement, (2) PAGA Counsel's fees and costs, (3) payments to Aggrieved Employees and the LWDA, (4) payment to the Settlement Administrator, and (5) Final Judgment.

21. Interim Stay of Proceedings. The Parties agree to refrain from further litigation of these matters, except such proceedings necessary to implement and obtain Final Judgment and/or dismissals as applicable.

22. Invalid without Court Approval. In the event this Agreement is not approved by the Court, it shall be deemed null and void, of no force and effect, and of no probative or evidentiary value, and the Parties hereto represent, warrant, and covenant that it will not be used or referred to for any purpose whatsoever. In the event the Agreement does not become final for any reason, this Agreement shall be null and void and any order entered by the Court in furtherance thereof shall be treated as void *ab initio*. In such a case, the Parties shall return to the status quo as if they had not entered into this Agreement.

23. Non-Admission of Wrongdoing. The Parties agree this Agreement does not constitute an admission by Defendant or any Released Party, of any of the matters alleged in the *Gutierrez* PAGA enforcement action or of any violation by any of them of any federal, state or local law, ordinance or regulation, or of any violation of any policy or procedure, or of any liability or wrongdoing whatsoever. Neither this Agreement nor anything in this Agreement shall be construed to be or shall be admissible in any proceeding as evidence of liability or wrongdoing by Plaintiffs, Defendant or the Released Parties. Defendant, however, agrees to revisit its employment practices in light of this litigation and take corrective measures where reasonable.

24. Waiver and Amendment. The Parties may not waive, amend, or modify any provision of this Agreement except by a written agreement signed by all of the Parties, and subject to any necessary Court approval. Notwithstanding the foregoing, the Parties may, via counsel, make minor modifications without written consent signed by all of the Parties. A waiver or amendment of any provision of this Agreement will not constitute a waiver of any other provision.

25. Covenants and Representations. Plaintiffs represent and warrant they have not assigned or transferred or purported to assign or transfer, to any person or entity, any claim, right, liability, demand, obligation, expense, action, or causes, or portion thereof, or interest therein, which is or may be subject to this Settlement. Plaintiffs acknowledge they have read this Settlement, fully understand their rights, privileges, and duties under the Settlement, and enter into this Settlement freely and voluntarily, and without duress. Plaintiffs further acknowledge they had the opportunity to consult with their attorney to explain the terms of this Settlement and the consequences of signing this Settlement.

26. Enforcement. The Parties agree that following entry of the Final Judgment, this Agreement shall be enforceable by the Court and the Court shall retain exclusive and continuing jurisdiction of this litigation over all Parties and the Aggrieved Employees to interpret and enforce the terms, conditions, and obligations of the Agreement pursuant to California Code of Civil Procedure § 664.6. In the event that one or more of the Parties to this Settlement institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties shall be entitled to recover from the unsuccessful Party or Parties reasonable attorney's fees and costs, including expert witness fees incurred in connection with any enforcement actions.

27. Costs and Fees. The Parties shall each bear their own costs, attorneys' fees, expert fees, mediator fees, and other fees incurred in connection with this Settlement, the *Gutierrez* PAGA enforcement action, and the *Campos* PAGA enforcement action, except as otherwise set forth specifically herein.

28. Entire Agreement. This Agreement, along with the General Release agreements for Plaintiffs, contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts and writings before the date hereof relating to the subject matters hereof. Any representation, promise or agreement not specifically included in this Agreement shall not be binding upon or

enforceable against either Party. This is a fully integrated agreement. No other promises or agreements shall be binding or shall modify this Agreement unless in writing and signed by the Parties.

29. Severability. If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of the Agreement that can be given effect without the invalid provisions or application, and to this end, the provisions of this Agreement are declared to be severable. Notwithstanding the foregoing, no portion of any release contained herein may be deemed severed or deleted from this Agreement, except upon waiver in writing by the applicable Released Party.

30. No Construction Against the Drafter. Each Party has cooperated in the drafting and preparation of this Agreement. Hence, in any construction to be made of this Agreement, the same shall not be construed against any Party on the basis that the Party was the drafter.

31. Choice of Law. This Agreement shall be deemed to have been executed and delivered within the State of California, and the rights and obligations of the Parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of California without regard to principles of conflict of laws.

32. Counterparts. This Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

33. Cooperation. Each Party, on behalf of themselves, and their respective business entities, heirs, executors, and assigns, agrees they will abide by this Agreement and will do all such acts, and prepare, execute, and deliver all such documents, as may be reasonably required to carry out the stated objectives of this Agreement.

34. Electronic Signature. Each Party specifically agrees that an electronic signature shall have the same force and effect as a signed original of the Agreement, and the Parties may use DocuSign, an electronic signature technology, to expedite the execution of this Agreement pursuant to California Civil Code § 1633.7.

35. Continuing Jurisdiction. The Court shall retain continuing jurisdiction over this case to ensure the continuing implementation of the provisions of this settlement.

IT IS SO AGREED.

Dated: 5/6/2025

DocuSigned by:

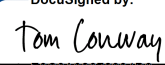
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Plaintiff GIOVANNY GUTIERREZ

Dated: _____

Plaintiff JESUS CAMPOS

Dated: 6/13/2025

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Defendant Bright Event Rentals LLC

By: Tom Conway

Its: Chief Financial Officer

35. Continuing Jurisdiction. The Court shall retain continuing jurisdiction over this case to ensure the continuing implementation of the provisions of this settlement.

IT IS SO AGREED.

Dated: _____

Plaintiff GIOVANNY GUTIERREZ

Dated: 05/27/2025


Jesus Campos (May 27, 2025 13:06 PDT)

Plaintiff JESUS CAMPOS

Dated: 6/13/2025

DocuSigned by:

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Defendant Bright Event Rentals LLC
By: Tom Conway

Its: chief financial officer
