PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made by and between Plaintiffs Juana Martinez and Bella Ancheta ("Plaintiffs") and Defendant Brasstech Inc. ("Defendant") (collectively, Plaintiffs and Defendant shall be referred to as the "Parties")

1. **DEFINITIONS**.

1.1. "Actions" means Plaintiffs' Class Action Complaint filed in the Superior Court of Orange County on June 27, 2023, alleging various wage and hour violations against Defendant, *Juana Martinez, et al. v. Brasstech Inc.* (Case No. 30-2023-01333684) (the "Class Action") and Plaintiffs' PAGA Complaint (the "Operative Complaint") filed on September 1, 2023, alleging one cause of action for civil penalties under the Private Attorneys General Act against Defendant, *Juana Martinez, et al. v. Brasstech Inc.* (Case No. 30-2023-01346775) (the "PAGA Action").

1.2. "Administrator" means ILYM Group, Inc, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with approval of this Settlement.

1.4. "Agreement" means this PAGA Settlement Agreement and Release.

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

1.6. "Court" means the Superior Court of California, County of Orange.

1.7. "Defendant" means Defendant Brasstech, Inc.

1.8. "Defense Counsel" means O'Hagan Meyer LLP, the attorneys representing the Defendant in the Actions.

1.9. "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) the day the Court enters Judgment and all rights to appeal or request review have been resolved or the time for such appeals or reviews has expired.

1.10. "Gross Settlement Amount" means Two Hundred Thousand Dollars ($200,000.00) which is the total amount Defendant agrees to pay under the settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay the PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, the Administrator's Expenses Payment, and the PAGA Penalties (i.e., the LWDA PAGA Payment and the Individual PAGA Payments).

Juana

1.11. "Individual PAGA Payment" means the PAGA Member's pro rata share of twenty-five percent (25%) of the PAGA Penalties calculated according to the number of PAGA Pay Periods the PAGA Member worked during the PAGA Period.

1.12. "Judgment" means the judgment entered by the Court based upon the Final Approval.

1.13. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled to PAGA Penalties under Labor Code section 2699, subd. (i).

1.14. "LWDA PAGA Payment" means seventy-five percent (75%) of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.15. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: the PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid as PAGA Penalties.

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

1.17. "PAGA Counsel" means Lavi & Ebrahimian, LLP, the attorneys representing the Plaintiffs in the Actions.

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

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

1.20. "PAGA Member Data" means PAGA Member identifying information in Defendant's possession including the PAGA Member's name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.

1.21. "PAGA Members" means all current and former hourly non-exempt employees who worked in California for Defendant during the PAGA Period.

1.22. "PAGA Notice" means Plaintiffs' June 27, 2023, letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a)

1.23. "PAGA Pay Period" means any Pay Period during which a PAGA Member worked for Defendant for at least one day during the PAGA Period.

1.24. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated twenty-five percent (25%) to the PAGA Members and seventy-five percent (75%) to the LWDA in settlement of PAGA claims.

1.25. "PAGA Period" means the period from June 27, 2022 through January 31, 2025.

1.26. "Plaintiffs" means Juana Martinez and Bella Ancheta, the named Plaintiffs in the Actions.

1.27. "Released PAGA Claims" means the claims being released by the Plaintiffs and as described in Paragraph 5 below.

1.28. "Released Parties" means: (a) Defendant; (b) the respective former and present parents (including Masco Corporation), subsidiaries, affiliated corporations and entities in subparagraph (a); (c) the successors and predecessors of the entities identified in subparagraphs (a) and (b); and (d) each of the respective current, former, and future officers, directors, members, managers, insurers, accountants, attorneys, employees, payroll companies, staffing agencies, consultants, partners, shareholders, joint venturers, and third-party agents of any entities identified in subparagraphs (a) through (c).

1.29. "Settlement" means the disposition of the PAGA Action effected by this Agreement and the Judgment.

2. **RECITALS**.

2.1. On June 27, 2023, Plaintiffs filed a PAGA Notice with the LWDA.

2.2. Pursuant to Labor Code section 2699.3, subd. (a), Plaintiffs gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.

2.3. On June 27, 2023, Plaintiffs filed the Class Action. On September 1, 2023, Plaintiffs filed the PAGA Action.

2.4. The Parties agreed to dismiss Plaintiffs' Class Action without prejudice, stay Plaintiffs' representative PAGA Action, and submit their individual claims to mediation and arbitration.

2.5. Plaintiffs allege that Defendant is liable for civil penalties under the PAGA as a result of its failure to pay wages for all hours worked at minimum wage and all overtime hours worked at the overtime rate of pay; failure to authorize or permit all legally required and/or compliant meal periods or pay meal period premium wages; failure to authorize or permit all legally required and/or compliant rest periods or pay rest period premium wages; failure to pay all wages required to be paid at the regular rate of pay at the regular rate of pay; failure to indemnify for all necessary expenditures or losses incurred by employees in direct consequence of discharging their duties; failure to timely pay earned wages during employment; failure to provide complete and accurate wage statements, failure to timely pay all unpaid wages following separation of employment; and violations of Labor Code sections 201-204, 226, 226.7, 510, 512, 1194, 1197, 2802, and applicable Wage Orders. Defendant denies these allegations and,

Juana M

in entering into this Settlement, Defendant does not admit the sufficiency of any claims, allegations, assertions, or contentions made against it in the PAGA Action.

2.6. On January 28, 2025, the Parties participated in an all-day mediation presided over by Hon. Carl West (Ret.) which led to this Agreement to settle the PAGA Action.

2.7. Prior to mediation Plaintiffs obtained, through informal discovery, pertinent documents and data for the PAGA members so that the parties could fully investigate the claims at the issue and understand their strengths and weaknesses.

2.8. The Parties represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. **MONETARY TERMS.**

3.1. Gross Settlement Amount. Defendant promises to pay Two Hundred Thousand Dollars ($200,000.00) and no more (except as provided in Paragraph 8 below) as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring PAGA Members to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

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

3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third (1/3) of the GSA, which is currently estimated to be Sixty-Six Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents ($66,666.67) and PAGA Counsel Litigation Expenses Payment of not more than Twenty Eight Thousand Dollars ($28,000.00). Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiffs will request the PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment in their Motion for Preliminary Approval. In the event that the Court reduces or does not approve the requested PAGA Counsel Fees Payment and/or PAGA Counsel Litigation Expenses Payment, Plaintiffs reserve their right to appeal such order, however, Plaintiffs will not request or demand an increase to the Gross Settlement Amount on that basis. If after such appeal the Court still approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment using one or more IRS 1099-MISC Forms.

3.2.2. To the Administrator: An Administrator Expenses Payment not to exceed $6,000 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 $6,000, the Administrator will allocate the remainder to the Net Settlement Amount.

3.2.3. To the LWDA and PAGA Members: After payment from the Gross Settlement Amount of the PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment and the Administration Expenses Payment, the Net Settlement Amount shall be paid as PAGA Penalties, with seventy-five percent (75%) allocated to the LWDA PAGA Payment and twenty-five percent (25%) allocated to the Individual PAGA Payments. The PAGA Penalties paid under this Settlement will be treated 100% as penalties, to be reported on IRS Form 1099-MISC (if applicable).

3.2.3.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the PAGA Members' twenty-five percent (25%) share of PAGA Penalties by the total number of PAGA Pay Periods worked by all PAGA Members during the PAGA Period and (b) multiplying the result by each PAGA Member's number of PAGA Pay Periods. PAGA Members cannot opt-out of the Settlement. PAGA Members assume full responsibility and liability for any taxes owed on their Individual PAGA Payments. The Administrator will report the Individual PAGA Payments on IRS 1099-MISC Forms.

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.

4. **SETTLEMENT FUNDING AND PAYMENTS.**

4.1. PAGA Members and PAGA Pay Periods. Based on a review of its records to date, Defendant estimates there are four hundred and forty-six (446) PAGA Members who worked a total Twenty-One Thousand One Hundred Twenty-Five (21,125) of PAGA Pay Periods.

4.2. PAGA Member Data. Within fifteen (15) days of the Effective Date, Defendant will deliver the PAGA Member Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect PAGA Members' privacy rights, the Administrator must maintain the PAGA Member Data in confidence, use the PAGA Member Data only for purposes of this Settlement and for no other purpose, and restrict access to the PAGA Member Data to Administrator employees who need access to the PAGA Member Data to effect and perform under this Agreement. Defendant has a continuing duty to notify the Administrator if it discovers that the PAGA Member Data omitted employee identifying information and to provide corrected or updated PAGA Member Data to the best of its knowledge within a reasonable amount of time. Without any extension of the deadline by which Defendant must send the PAGA Member Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted PAGA Member Data.

Juana VM

4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than thirty (30) days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within fifteen (15) days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Fees Payment, and the PAGA Counsel Litigation Expenses Payment. Disbursement of the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

4.4.1. Within five (5) business days of receiving the PAGA Member Data from Defendant, the Administrator will circulate to counsel for both Parties an anonymized spreadsheet containing the Individual PAGA Payments to each PAGA Member and the data used to calculate said payments. The Administrator will obtain approval from all counsel for the parties of the calculations before mailing Individual PAGA Payments.

4.4.2. Within five (5) business days of receiving approval from all counsel for the Parties, the Administrator will mail copies of an explanatory notice, which will be mutually approved by the Parties, along with the Individual PAGA Payments to the PAGA Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. Each Individual PAGA Payment will be treated as penalties and reported using IRS Form 1099. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.3. The Administrator must conduct a PAGA Member Address Search for all PAGA Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the PAGA Member Address Search. If no forwarding address is provided, the Administrator will promptly attempt to determine the correct address using a Skip-Trace or other search using the name, address, or Social Security number of the PAGA Member involved, and will perform a single re-mailing. The Administrator shall promptly send a replacement check to any PAGA Member whose original check was lost or misplaced, requested by the PAGA Member prior to the void date.

4.4.4. All funds represented by uncashed checks remaining in the Qualified Settlement Fund (to be established by the Administrator) shall be tendered to the California State Controller's Unclaimed Property so that the PAGA Members will have an opportunity to claim their payments after the expiration of the settlement checks.

Juana VM

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

4.4.6. Defendant fully discharges its obligations to those PAGA Members to whom it will pay an Individual PAGA Payment through the Administrator's mailing of a check for such payment, regardless of whether such checks are actually received and/or negotiated by the PAGA Members.

4.4.7. Plaintiffs and their counsel, as well as Defendant and its counsel, shall not bear any responsibility for the Administrator's errors or omissions in the calculation or distribution of the settlement payments or development of the list of recipients of settlement payments.

5. **RELEASES OF CLAIMS**. In consideration for the payments awarded pursuant to the terms of this Settlement, upon Court approval of the PAGA Settlement and Defendant's fully funding the Gross Settlement Amount, Plaintiffs, PAGA Members, and the LWDA will fully and finally release and discharge Released Parties from claims for penalties and attorneys' fees and costs recoverable under PAGA which Plaintiffs, PAGA Members, and/or the LWDA had, or may reasonably claim to have, against Released Parties, arising out of the violations alleged or that could have been alleged based on the facts alleged in the PAGA Action or the PAGA Notice during the PAGA Period by Plaintiffs as follows:

Plaintiffs and PAGA Members, on behalf of themselves, their heirs, spouses, executors, administrators, attorneys, agents, assigns, successors and any entities or businesses in which any of them have a controlling ownership interest, and/or the LWDA shall fully and finally release and discharge: (a) Defendant; (b) the respective former and present parents (including Masco Corporation), subsidiaries, affiliated corporations and entities in subparagraph (a); (c) the successors and predecessors of the entities identified in subparagraphs (a) and (b); and (d) each of the respective current, former, and future officers, directors, members, managers, insurers, accountants, attorneys, employees, payroll companies, staffing agencies, consultants, partners, shareholders, joint venturers, and third-party agents of any entities identified in subparagraphs (a) through (c) (collectively, the "Released Parties") from all claims for penalties and attorneys' fees and costs recoverable under PAGA which Plaintiffs PAGA Members, and/or the LWDA had, or may reasonably claim to have, against Released Parties, whether known or unknown, arising from and/or relating to any of the claims asserted in the PAGA Action or any LWDA Notice related to the PAGA Action, or that reasonably could have been asserted based on any facts alleged in the PAGA Action or any LWDA Notice related to the PAGA Action, including, but not limited to, PAGA penalties for or arising out of the following: failure to pay wages for all hours worked at minimum wage and all overtime hours worked at the overtime rate of pay; failure to authorize or permit all legally required and/or compliant meal periods or pay meal period premium wages; failure to authorize or permit all legally required and/or compliant rest periods or pay rest period premium wages; failure to pay all wages required to be paid at the regular rate of pay at the regular rate of pay; failure to indemnify for all necessary expenditures or losses incurred by employees in direct consequence of discharging their duties; failure to timely pay earned wages during employment; failure to provide complete and accurate wage statements, failure to timely pay all unpaid wages following separation

Juana VM

of employment; and violations of Labor Code sections 201-204, 226, 226.7, 510, 512, 1194, 1197, 2802, and applicable Wage Orders (collectively, the "Released PAGA Claims"). This release shall apply to all claims relating to the PAGA Action and arising during the PAGA Period, and will be binding and effective upon Plaintiffs, PAGA Members, and the LWDA, regardless of whether a PAGA Member cashes his or her settlement check. The Released PAGA Claims do not extend to any claims or actions to enforce this Agreement, nor to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, nor based on occurrences outside the PAGA Period. Released PAGA Claims do not include any non-PAGA individual claims PAGA Members may have.

6. **MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.** The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

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

6.2. Within five (5) days of Plaintiffs filing their motion for approval of this Settlement, Defendant shall file a Notice of Non-Opposition to Plaintiffs' motion.

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

Juana M

7. **SETTLEMENT ADMINISTRATION.**

7.1. Selection of Administrator. The Parties have jointly Selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in the Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

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

7.3. Qualified Settlement Fund. The Administrator shall Establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

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

8. **PAGA MEMBER SIZE ESTIMATES AND ESCALATOR CLAUSE**

8.1. Based on its records, Defendant represents that there were approximately four hundred and forty-six (446) PAGA Members who worked approximately 21,125 PAGA Pay Periods during the period from June 27, 2022 through December 10, 2024. In the event that the number of total PAGA Pay Periods worked by PAGA Members as of the end of the PAGA Period exceeds 21,125 by more than 10%, the Gross Settlement Amount will be increased by the same percentage of additional PAGA Pay Periods above 10%. In other words, if the number of total PAGA Pay Periods exceeds 21,125 by 11% (i.e., exceeds 23,237), the Gross Settlement Amount will be increased by 1%. In the event that the escalator clause described herein is triggered and the Gross Settlement Amount is increased, the amount of the PAGA Counsel Fees Payment will increase in order to remain one-third (1/3) of the Gross Settlement Amount.

9. **CONTINUING JURISDICTION OF THE COURT**. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, the Actions, and the Settlement per California Code of Civil Procedure § 664.6 solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

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. Defendant denies liability as to Plaintiffs Martinez and Ancheta and the PAGA Members upon any claim or cause of action. Nothing in this Agreement, nor any action

Juana RM

taken in implementation thereof, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued or used during the course of the negotiations leading to this Settlement, 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 Plaintiffs that Defendant's defenses in the Actions have merit, nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in this case or any other judicial, arbitral, administrative, investigative or other forum or proceeding as evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. The Parties themselves agree not to introduce, use, or admit this Settlement, directly or indirectly, in this case or any other judicial, arbitral, administrative, investigative or other forum or proceeding, as purported evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity, or for any other purpose.. 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 Actions, and Plaintiffs reserve the right to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Actions 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. Plaintiffs and Defendant separately warrant and represent that they have authorized, and hereby do authorize, PAGA Counsel and Defense Counsel, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

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

10.5. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this Settlement is a fair, adequate, and reasonable settlement of the PAGA Action, and have arrived at this Settlement after arm's-length negotiations by experienced counsel. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness

Juana M

and reasonableness of this Settlement.

10.6. Covenants and Representations by Plaintiffs. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement. Plaintiffs acknowledge that they have read this Settlement, and that they fully understand their rights, privileges, and duties under the Settlement, and enter into this Settlement freely and voluntarily. Plaintiffs further acknowledge that they have had the opportunity to consult with their attorneys to explain the terms of this Settlement and the consequences of signing this Settlement.

10.7. Publicity**.** Plaintiffs will not, and will direct their counsel not to, publish the PAGA Action or the Settlement until Plaintiffs have filed their motion for approval of the Settlement. Until Plaintiffs have filed their motion for approval of the Settlement, Plaintiffs shall not, and shall direct their counsel not to, (i) report the PAGA Action or the Settlement in any medium or in any publication, (ii) report anything regarding the claims of Plaintiffs, the PAGA Members, or the Settlement on their websites, or (iii) contact any reporters or media regarding the Settlement. Nothing herein will restrict Plaintiffs' Counsel from including publicly available information regarding this settlement in future judicial submissions regarding Plaintiffs' Counsel's qualifications and experience.

10.8. No Tax Advice. Individual PAGA Payments made under this Settlement will be attributed 100% as penalties and paid via IRS Form 1099 issued to each PAGA Member. Neither Plaintiffs, PAGA Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

10.9. 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 (l) 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, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL 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 ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'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

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

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

10.12. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles. All questions of validity, interpretation, or performance of any of its terms or of any rights or obligations of the Parties to this Settlement will be governed by California law. If any legal or equitable action is necessary to enforce the terms of this Settlement, it will be brought in the State of California, County of Orange.

10.13. Invalidity of Any Provision. Before declaring any provision of this Settlement invalid, the Parties will request that the Court first attempt to construe the provision as valid to the fullest extent possible, consistent with applicable precedents, so as to define all provisions of this Settlement valid and enforceable.

10.14. Severability. If any term or provision of this Settlement is held to be invalid or unenforceable, the remaining portions of this Settlement will continue to be valid and will be performed, construed, and enforced to the fullest extent permitted by law, and the invalid or unenforceable term will be deemed amended and limited in accordance with the intent of the Parties, as determined from the face of the Settlement, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

10.15. Waiver. No waiver of any condition or covenant contained in this Settlement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such Party of the same or any other condition, covenant, right, or remedy.

10.16. Enforcement Action. In the event that one or more of the Parties 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 will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

Juana VR

10.17. Nullification of Settlement. In the event that: (i) the Court does not approve the Settlement as provided herein; or (ii) the Settlement does not become final for any other reason, then this Settlement and any documents generated to bring it into effect will be null and void, and the Parties will be returned to their original respective positions.

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

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

10.20. Use and Return of PAGA Member Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Member Data provided to PAGA Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiffs shall destroy all paper and electronic versions of PAGA Member Data received from Defendant unless, prior to the Administrator's payment of all Settlement Funds, Defendant makes a written request to PAGA Counsel for the return, rather than the destruction, of PAGA Member Data.

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

10.22. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

10.23. 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:

Juana VR

To Plaintiffs:

Joseph Lavi
Vincent C. Granberry
LAVI & EBRAHIMIAN, LLP
8889 W. Olympic Boulevard, Suite 200
Beverly Hills, California 90211
Telephone: (310) 432-0000
Facsimile: (310) 432-0001
Emails: jlavi@lelawfirm.com
vgranberry@lelawfirm.com
ssloane@lelawfirm.com

To Defendant Brasstech, Inc.

Soojin Kang, Esq.
Alison Korgan, Esq.
O'HAGAN MEYER, LLP
550 S. Hope Street, Suite 2400
Los Angeles, California 90071E-Mail:
Emails: skang@ohaganmeyer.com
akorgan@ohaganmeyer.com

10.24. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties exchange between themselves such signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

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

[Signatures on Following Page]

Plaintiff Juana Martinez

____

Dated:______________________

Plaintiff Bella Ancheta

Bella Ancheta
____

Dated: 08/22/2025

Defendant Brasstech, Inc.

____

Dated: 8/14/2025

APPROVED AS TO FORM ONLY:

Dated: 08/25/2025

LAVI & EBRAHIMIAN, LLP

____

Joseph Lavi, Esq.
Vincent C. Granberry, Esq.
Stephen M. Sloane
Attorneys for Plaintiffs JUANA MARTINEZ and BELLA ANCHETA on behalf of themselves and other former and current aggrieved employees

Dated: 8/14/2025

O'HAGAN MEYER, LLP

____

Soojin Kang, Esq.
Alison Korgan, Esq.
Attorneys for Defendant BRASSTECH, INC.

Bella Ancheta

Plaintiff Juana Martinez

____

Dated: 08/25/2025

Plaintiff Bella Ancheta

____

Dated: _______________________

Defendant Brasstech, Inc.

____

Dated: 8/14/2025

APPROVED AS TO FORM ONLY:

Dated: 08/25/2025

LAVI & EBRAHIMIAN, LLP

____

Joseph Lavi, Esq.
Vincent C. Granberry, Esq.
Stephen M. Sloane
Attorneys for Plaintiffs JUANA MARTINEZ and BELLA ANCHETA on behalf of themselves and other former and current aggrieved employees

Dated: 8/14/2025

O'HAGAN MEYER, LLP

____

Soojin Kang, Esq.
Alison Korgan, Esq.
Attorneys for Defendant BRASSTECH, INC.