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PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made by and between Plaintiffs Michael Saephan ("Saephan") and Timothy Johnson ("Johnson") (collectively, "Plaintiffs") and Defendants Coolport Management, LLC ("Coolport") and Dreisbach Enterprises, Inc. ("Dreisbach") (collectively, "Defendants"). The Agreement refers to Plaintiffs and Defendants collectively as "Parties," or individually as "Party."

1. DEFINITIONS.

1.1. "Action" means the lawsuit alleging wage and hour violations against Defendants captioned *Michael Saephan v. Dreisbach Enterprises, Inc.* initiated on May 18, 2023, and pending in Superior Court of the State of California, County of Contra Costa, Case No. C23-01193.

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. "Approval Order" means the Court's Order granting approval of PAGA Settlement.

1.5. "Court" means the Superior Court of California, County of Contra Costa.

1.6. "Defense Counsel" means Jackson Lewis P.C.

1.7. "Effective Date" means the date when all of the following events have occurred: (1) 65 calendar days have passed since the Court has entered a Final Order and Judgment, and has approved the Stipulation of Settlement without any appeal, writ or other appellate proceeding having been filed or any other opposition, challenge or motion to vacate the entry of the Final Order and Judgment having been filed; or (2) if any appeal, writ or other appellate proceeding opposing the Final Order and Judgment has been filed, including objections, or any other opposition, challenge or motion to vacate the Court's Final Order and Judgment approving the Stipulation of Settlement has been filed, five calendar days after any appeal, writ or other appellate proceedings opposing the Stipulation of Settlement or seeking to vacate the Judgment has been finally and conclusively dismissed with no right to pursue further remedies or relief.

1.8. "Gross Settlement Amount" means THREE HUNDRED SIXTY THOUSAND DOLLARS AND ZERO CENTS ($360,000.00), which is the total amount Defendants agree to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator's Expenses Payment.

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1.9. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 35% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.

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

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

1.12. "LWDA PAGA Payment" means the 65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.13. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid: 35% to PAGA Members as Individual PAGA Payments, and 65% to the LWDA as the LWDA PAGA Payment.

1.14. "PAGA Counsel" means Capstone Law APC and D. Law, Inc., the attorneys representing the Plaintiffs in the Action.

1.15. "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.

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

1.17. "PAGA Period" means, except as provided in Paragraph 8 below, (1) for PAGA Members employed by Dreisbach, the period from July 18, 2022, through the date the Court approves the Settlement; and (2) for PAGA members employed by Coolport, the period from October 31, 2022, through the date the Court approves the Settlement.

1.18. "PAGA" means the Private Attorneys General Act (Labor Code sections 2698, *et seq.*).

1.19. "PAGA Member(s)" means: (1) all persons who are or were employed by Dreisbach as hourly paid, non-exempt employees in the State of California at any time during the PAGA Period as defined for PAGA Members employed by Dreisbach; and (2) all persons who are or were employed by Coolport as hourly paid, non-exempt employees in the State of California at any time during the PAGA Period as defined for PAGA Members employed by Coolport.

1.20. "PAGA Member Data" means PAGA Member identifying information in Defendants' possession for the PAGA Member's name, last-known mailing address,

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Social Security number, and number of PAGA Pay Periods.

1.21. "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 Aggrieved Employees.

1.22. "PAGA Notice" means Plaintiffs' June 7, 2023, October 31, 2023, December 8, 2023, and February 5, 2024 letters to the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a).

1.23. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Net Settlement Amount, allocated 35% to the Aggrieved Employees and 65% to the LWDA in settlement of PAGA claims.

1.24. "Released PAGA Claims" means the claims being released by the Plaintiffs and PAGA Members, the LWDA, and the State of California, as described in Paragraph 5 below.

1.25. "Released Parties" means: Defendants and their present and former parent companies, subsidiaries, divisions, related or affiliated companies, and their shareholders, owners, partners, officers, directors, employees, agents, attorneys, insurers, successors and assigns, clients, and any other affiliated individual or entity that could be liable for any of the Released PAGA Claims.

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

2. RECITALS.

2.1. On May 18, 2023, Plaintiff Saephan commenced this Action by filing a complaint alleging causes of action against Defendant Dreisbach Enterprises, Inc. On September 21, 2023, Plaintiff Saephan filed a First Amended Complaint alleging additional claims against Defendant Dreisbach Enterprises, Inc. under the PAGA. Subsequently, Plaintiff Saephan has filed, or prior to seeking court approval of this Settlement, will have filed the Second Amended Complaint, adding Plaintiff Johnson and his PAGA claims against Defendants. The Second Amended Complaint is the operative complaint in the Action (the "Operative Complaint"). Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in the Operative Complaint, and deny any and all liability for the causes of action alleged.

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

2.3. On or about June 16, 2025, the Parties participated in private mediation before mediator Judge Howard R. Broadman (Ret.) regarding the claims made in the Action, which led to

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this Agreement to settle the Action.

2.4. Prior to negotiating the Settlement, Plaintiffs obtained, through informal discovery, including Plaintiffs' personnel records, Defendant's California handbooks, trainings, and policies and practices pertaining to wage and hour issues alleged in the Operative Complaint, and information as to PAGA Member positions, hire and termination dates, and PAGA Member payroll and timekeeping records. Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801, and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

2.5. The Parties, PAGA Counsel, and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement, except for *Timothy Johnson v. Coolport Management LLC, et al.*, Contra Costa County Superior Court, Case No. C24-00030.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendants promise to pay the Gross Settlement Amount. Defendants have no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this 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 Defendants.

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 of the Gross Settlement Amount which is currently estimated to be $120,000, to be split as 55% to Capstone Law APC and 45% to D.Law, Inc., and PAGA Counsel Litigation Expenses Payment to be documented by PAGA Counsel and approved by the Court in connection with their motion to approve this PAGA Settlement. Defendants will not oppose requests for Court approval of these payments, provided that they do not exceed these amounts. Plaintiffs and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court 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. Released Parties shall have no liability to PAGA Counsel or any other Plaintiffs' Counsel arising from any claim, to any portion of the Gross Settlement Fund, any PAGA Counsel Fee Payment, and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any

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dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2. To the Administrator: An Administrator Expenses Payment not to exceed $10,000 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 $10,000 the Administrator will retain the remainder in the Net Settlement Amount.

3.2.3. To the LWDA and PAGA Members: The PAGA Penalties will be paid from the Gross Settlement Amount, with 65% allocated to the LWDA PAGA Payment and 35% 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 PAGA Members' 35% share of PAGA Penalties by the total number of PAGA Period Pay Periods worked by all PAGA Members during the PAGA Period and (b) multiplying the result by each PAGA Member's PAGA Period Pay Periods.

3.2.3.2. PAGA Members assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. PAGA Member Data. Within 15 days of the Approval Order, Defendants 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. Defendants have a continuing duty to immediately notify PAGA Counsel if they discover that the PAGA Member Data omits employee-identifying information and to provide corrected or updated PAGA Member Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants 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.

4.2. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than twenty-one (21) calendar days after the Effective Date.

4.3. Payments from the Gross Settlement Amount. Within 14 days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Individual Settlement for Plaintiffs, the Administration Expenses Payment, the PAGA Counsel Expenses Payment, and the PAGA Counsel Fees Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment and PAGA Counsel Fees Payment shall not precede disbursement of Individual PAGA Payments.

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4.3.1. The Administrator will issue checks for the Individual PAGA Payments and send them 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. A notice letter explaining why the check is being sent, in a mutually-agreed-upon form that has been approved by the Court, in substantially the form that is attached hereto as "Exhibit A," will be included in the mailing of each Individual PAGA Payment. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.3.2. The Administrator must conduct a PAGA Member Address Search for all PAGA Members whose checks are returned undelivered without a 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. The Administrator need not take further steps to deliver checks to PAGA Members whose re-mailed checks are returned as undelivered. 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.

4.3.3. For any PAGA Member who's Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds to the California Controller's Unclaimed Property Fund in the name of the PAGA Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

4.3.4. The payment of Individual PAGA Payments shall not obligate Defendants 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.

5. RELEASES OF CLAIMS.

Effective on the date when Defendants fully fund the entire Gross Settlement Amount, Plaintiffs and all PAGA Members and the State of California and the LWDA are deemed to release the Released Parties from any and all claims for penalties under PAGA, and any fees and costs recoverable under PAGA, for any violations of the California Labor Code that were plead in Plaintiffs' Operative Complaints or based on the facts alleged in the Plaintiffs' Operative Complaints and/or Plaintiffs' PAGA Notices, including violations of California Labor Code §§ 201, 202, 203, 204, 210, 212, 221, 223, 224, 226, 226.3, 226.7, 245.5, 246, 247, 247.5, 248.1, 248.2, 248.5, 249, 256, 432, 510, 512, 516, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2926, 2927, and IWC Wage Orders, Sections 2(K), 2(S), 3(A), 4, 7, 9(B), 11, 12, 14, and 20; and, expressly excluding claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the PAGA Period.

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6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.

Plaintiffs will prepare and file an application or motion for approval of this Settlement. Three (3) days in advance of filing, Plaintiffs will deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval for their review.

7. SETTLEMENT ADMINISTRATION.

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

7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports 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. AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE.

In the event the total number of pay periods worked by PAGA Members during the PAGA Period exceeds 23,458 by more than 10% (*i.e.,* if the actual pay periods are greater than 25,804), then the Gross Settlement Amount shall be increased proportionately for each additional pay periods above 25,804, or Defendants can choose to end the PAGA Period as of the day before accrual of 25,804 pay periods without an increase to the Gross Settlement Amount, at Defendants' sole discretion.

9. CONTINUING JURISDICTION OF THE COURT.

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

9.1. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial,

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extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs, or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10. ADDITIONAL PROVISIONS.

10.1. No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendants' defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason, the Court does not approve this Settlement, Defendants reserve all available defenses to the claims in the Action, and Plaintiffs reserve the right to contest Defendants' defenses. The Settlement, this Agreement, and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

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 Plaintiffs and Defendants, 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. No Prior Assignments. 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.

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10.6. No Tax Advice. Neither Plaintiffs, PAGA Counsel, Defendants, 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.

10.7. 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.

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

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

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

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

10.12. 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.

10.13. Calendar Days. Unless otherwise noted, all references 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.

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

To Plaintiffs:

D.LAW, INC.
Emil Davtyan (SBN 299363)
Emil@d.law
Alvin B. Lindsay (SBN 220236)
a.lindsay@d.law
250 N Madison Avenue, 2nd Floor

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Pasadena, CA 91101-1639
Telephone (818) 962-6465
Facsimile: (818) 962-6469

Capstone Law APC
Robert Drexler (SBN 119119)
Robert.Drexler@CapstoneLawyers.com
Jonathan Lee (SBN 267146)
Jonathan.Lee@CapstoneLawyers.com
1875 Century Park East, Suite 1860
Los Angeles, California 90067
Telephone: (310) 556-4811
Facsimile: (310) 943-0396

To Defendants:

JACKSON LEWIS P.C.
Scott P. Jang (SBN 260191)
Scott.Jang@jacksonlewis.com
50 California Street, 9th Floor.
San Francisco, CA 94111-4615
Telephone: (415) 394-9400
Facsimile: (415) 394-9401

JACKSON LEWIS P.C.
Sean M. Bothamley (SBN 300100)
Sean.Bothamley@jacksonlewis.com
Jimmy Macias (SBN 287027)
Jimmy.Macias@jacksonlewis.com
160 W. Santa Clara St., Suite 400
San Jose, CA 95113
Telephone: (408) 579-0404
Facsimile: (408) 454-0290

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

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

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Agreed to by the Parties:

PLAINTIFF MICHAEL SAEPHAN

Dated: 4/30/2026

DocuSigned by:
Michael S Saephan
EF3C612F1C3E4B8...
Michael Saephan

PLAINTIFF TIMOTHY JOHNSON

Dated: _____

_____
Timothy Johnson

DEFENDANT DREISBACH ENTERPRISES, INC.

Dated: 06/03/2026

By: Jason W. Dreisbach

DEFENDANT COOLPORT MANAGEMENT, LLC.

Agreed As to Form Only:

D.LAW, INC.

Dated: _____

_____
David Yeremian
Alvin B. Lindsay
Attorneys for Plaintiffs Timothy Johnson and Tarik Logan, on behalf of themselves, others similarly situated, and on behalf of the State of California

CAPSTONE LAW, APC

Dated: April 30, 2026

_____
Raul Perez

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Agreed to by the Parties:

PLAINTIFF MICHAEL SAEPHAN

Dated: _____

_____
Michael Saephan

PLAINTIFF TIMOTHY JOHNSON

Dated: 5/20/2026

DocuSigned by:
_____
A1F04E4CBFB3474...
Timothy Johnson

DEFENDANT DREISBACH ENTERPRISES, INC.

Dated: _____

By: _____

DEFENDANT COOLPORT MANAGEMENT, LLC.

Agreed As to Form Only:

D.LAW, INC.

Dated: _____

_____
David Yeremian
Alvin B. Lindsay
Attorneys for Plaintiffs Timothy Johnson and Tarik Logan, on behalf of themselves, others similarly situated, and on behalf of the State of California

CAPSTONE LAW, APC

Dated: _____

_____
Raul Perez

Agreed to by the Parties:

PLAINTIFF MICHAEL SAEPHAN

Dated: _____

_____
Michael Saephan

PLAINTIFF TIMOTHY JOHNSON

Dated: _____

_____
Timothy Johnson

DEFENDANT DREISBACH ENTERPRISES, INC.

Dated: _____

By: _____

DEFENDANT COOLPORT MANAGEMENT, LLC.

Agreed As to Form Only:

D.LAW, INC.

Dated: May 19, 2026

_____
David Yeremian
Alvin B. Lindsay
Attorneys for Plaintiffs Timothy Johnson and Tarik Logan, on behalf of themselves, others similarly situated, and on behalf of the State of California

CAPSTONE LAW, APC

Dated: _____

_____
Raul Perez

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Robert Drexler
Jonathan Lee
Robert Myong
Attorneys for Plaintiff Michael Saephan, on behalf of themselves, others similarly situated, and on behalf of the State of California

JACKSON LEWIS P.C.

Dated: June 16, 2026



Scott P. Jang
Sean Bothamley
Attorneys for Defendants Dreisbach Enterprises, Inc. and Coolport Management, LLC

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EXHIBIT A

<<Mailing Date>>

To: <<First Name>><<Last Name>>
<<Address>>
<<City>> <<State>> <<Zip>>

Re: *Saephan, et al., v. Dreisbach Enterprises, Inc., et al.*
Contra Costa County Superior Court, Case No. C23-01193

Dear <<First Name>><<Last Name>>:

As the Settlement Administrator in the above-referenced case (the "Case"), we write to inform you that you are entitled to a payment pursuant to a settlement of the Case. Your settlement check, which is enclosed with the appropriate IRS Form, is for your portion of a settlement of the Case where Michael Saephan and Timothy Johnson ("Plaintiffs") sought civil penalties on behalf of the state of California through the Private Attorney General Act ("PAGA").

A settlement agreement ("Agreement") was reached in the Case with Coolport Management, LLC ("Coolport") and Dreisbach Enterprises, Inc. ("Dreisbach"). The Case did not go to trial, and the Court has not found that the claims have any merit. On [add date], the Agreement was approved by the Contra Costa County Superior Court. The settlement resolves claims for civil penalties during the period of for July 18, 2022, through _____ for Dreisbach hourly paid, non-exempt employees, and for October 31, 2022 through _____ for Coolport hourly paid, non-exempt employees (the "PAGA Period"). Your payment is based on the total number of pay periods you worked for Defendant in California during the PAGA Period. You worked a total number of _____ pay periods during this time and your individual settlement payment is $_____. You are responsible for paying all taxes that may be due because of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

The enclosed check is valid for 180 days from the original date of issuance and mailing. Any checks that are not cashed within this 180-day period will be void, and the Settlement Administrator will transmit the funds represented by those uncashed checks to the California State Controller's Unclaimed Property Fund in the name of the respective PAGA Member. PAGA Members who do not timely cash their checks may later claim their settlement payments directly from the State Controller's Office through the Unclaimed Property process.

If you have any questions regarding your settlement payment, changes of name, changes of address, etc., please contact [name of third-party administrator] at [address], or [phone number].

Very truly yours,