PAGA SETTLEMENT AND RELEASE AGREEMENT

This PAGA Settlement and Release Agreement ("Agreement") is made by and between Plaintiff Kelly L. Stover ("Plaintiff"), on behalf of herself and as an authorized proxy and agent for the State of California and the Labor and Workforce Development Agency pursuant to Labor Code section 2698 et seq., the Labor Code Private Attorneys' General Act ("PAGA") on the one hand, and Defendant Decron Properties Corp. ("Defendant"). The Agreement refers to Plaintiff and Defendant collectively as "Parties," or individually as "Party."

1. DEFINITIONS.

1.1. "Action" means the Plaintiff's lawsuit alleging wage and hour violations against Defendant captioned *Kelly L. Stover v. Decron Properties Corp.*, Los Angeles County Superior Court Case No. 23STCV13930, initiated on June 16, 2023 and pending in Superior Court of the State of California, County of Los Angeles.

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. "Aggrieved Employee Data" means PAGA Aggrieved Employee identifying information according to Defendant's business records, including the PAGA Aggrieved Employee's name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.

1.5. "Aggrieved Employee Address Search" means the Administrator's investigation and search for current Aggrieved Employee 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.

1.6. "Approval Order" means the Court Order Granting Approval of PAGA Settlement.

1.7. "Court" means the Superior Court of California, County of Los Angeles.

1.8. "Defense Counsel" means Seyfarth Shaw LLP.

1.9. "Effective Date" means the date by when all of the following have occurred: (a) approval of the PAGA Settlement is granted by the Court; and (b) the Court's Judgment approving the PAGA Settlement becomes Final. The Judgment is Final as of the latest of the following occurrences: (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 writ of certiorari to the United States Supreme Court or California Supreme Court; (ii) if a petition for writ of certiorari is filed, the date of denial of the petition for 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.

1.10. "Gross Settlement Amount" means $350,000.00, 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 Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator's Expenses Payment.

1.11. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.

1.12. "Individual Settlement for Plaintiff" means payment to Plaintiff in the amount of $10,000.00. Such payment is conditioned upon Plaintiff's execution of a general release of all claims below in paragraph 5.1 and 5.1.1, with the exception of the claims contained in Case No. 30-2024-01371567-CU-WT-CJC. The Settlement Administrator will issue Plaintiff a Form 1099 with respect to this payment. Any portion of the Individual Settlement for Plaintiff not approved by the court will be added to the Net Settlement Amount. In the event that the Court reduces or does not approve the requested Individual Settlement for Plaintiff, Plaintiff and Plaintiff's counsel shall not have the right to revoke this settlement, and it will remain binding.

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

1.14. "LWDA" means the California Labor and Workforce Development Agency.,

1.15. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA.

1.16. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, the Individual Settlement for Plaintiff, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment.

1.17. "PAGA Aggrieved Employee" means all current and former non-exempt California employees of Defendant who worked from June 16, 2022 through the end of the PAGA Period.

1.18. "PAGA Counsel" means Samuel Wong, Kashif, Haque, Jessica Campbell, and Lisa B. Iturriaga of Aegis Law Firm, PC, the attorneys representing the Plaintiff in the Action.

1.19. "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.

1.20. "PAGA Pay Period" means any Pay Period during which a PAGA Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.21. "PAGA Period" means the period from June 16, 2022 through the date the number of pay periods reaches no more than 10,505.

1.22. "PAGA Notice" means Plaintiff's June 16, 2023 letter to Defendant and 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 25% to the Aggrieved Employees and the 75% to the LWDA in settlement of PAGA claims.

1.24. "Plaintiff" means Kelly L. Stover, the named plaintiff in the Action.

1.25. "Released PAGA Claims" means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5 below, based on the facts alleged in the Action and PAGA Notice, regardless of theory of recovery.

1.26. "Released Parties" means: Defendant and each of its former and present parents, subsidiaries, affiliates, members, owners (whether direct or indirect), board members, officers, directors, employees, partners, managers, contractors, agents, consultants, representatives, administrators, fiduciaries, attorneys, insurers, benefit plans, successors, transferees, predecessors, assigns, and any individual or entity which could be jointly liable with any of the foregoing.

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

1.28. "Defendant" means named Defendant Decron Properties Corp.

2. RECITALS.

2.1. On June 16, 2023, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendant for (1) Failure to Pay Minimum Wages; (2) Failure to Pay Overtime Wages; (3) Failure to Provide Meal Periods; (4) Failure to Permit Rest Breaks; (5) Failure to Reimburse Business Expenses; (6) Failure to Provide Accurate Itemized Wage Statements; (7) Failure to Pay Wages Timely During Employment; (8) Failure to Pay All Wages Due Upon Separation of Employment; and (9) Violation of Business and Professions Code §§ 17200, et seq. On September 28, 2023, Plaintiff filed a First Amended Complaint alleging an additional cause of action against Defendant for

Enforcement of Labor Code § 2698 et seq. ("PAGA"). The First Amended Complaint is the operative complaint in the Action (the "Operative Complaint"). Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint, and denies any and all liability for the causes of action alleged. Defendant has agreed to resolve Plaintiff's claims and causes of action for violations of PAGA via this Agreement, but to the extent this Agreement is not approved or the Effective Date does not occur, Defendant does not waive, but rather expressly reserves, all rights to challenge the Operative Complaint and PAGA Notice upon all procedural and factual grounds, as well as asserting any and all other potential defenses or privileges. Plaintiff and PAGA Counsel agree that Defendant retains and reserves these rights, and agree not to argue or present any argument, and hereby waive any argument that, based on this Agreement, Defendant cannot assert any and all potential defenses and privileges if this Action were to proceed. The Parties further agree that this Agreement does not constitute an initial violation of PAGA by Defendant.

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

2.3. On September 6, 2023, following the Parties' discussions regarding the enforcement of Plaintiff's agreement to arbitrate, the Parties filed a joint stipulation to dismiss class and individual claims without prejudice, which the court signed on September 25, 2023. Once Plaintiff filed the Operative Complaint, the Action proceeded as PAGA only.

2.4. On July 24, 2024, the Parties participated in an all-day mediation presided over by Dan Turner, which led to this Agreement to settle the Action.

2.5. Prior to mediation, Plaintiff obtained, through informal discovery, policies, time records, pay records, and Plaintiff's personnel file.

2.6. 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.

3. MONETARY TERMS.

3.1. <u>Gross Settlement Amount.</u> Except as otherwise provided by Paragraph 8 below, Defendant is obligated to pay a maximum of $350,000, inclusive of attorneys' fees, costs and expenses directly related to the Action, which includes PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, the Settlement Administrator's costs, the LWDA Payment referenced in paragraph 3.2.4 below, the amount paid to the Aggrieved Employees referenced in paragraph 3.2.4.1 below, and the Individual Settlement for Plaintiff. 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 Aggrieved Employees 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 up to one-third of the Gross Settlement Amount which is currently estimated to be $116,666.67 and PAGA Counsel Litigation Expenses Payment of not more than $25,000.00. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff 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 Plaintiff's Counsel arising from any claim to any portion 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 Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments. The PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment shall fully compensate and reimburse PAGA Counsel for any and all of the work already performed in connection with the Action and all work remaining to be performed in fully and finally resolving the Action, including but not limited to securing Court approval of the settlement, appearing at any hearings, making sure that the settlement is fairly and properly administered, defending the settlement in any appeal or other post-approval matter, all other work that PAGA Counsel has performed or will perform, and all costs that PAGA Counsel has incurred or will incur. The Parties agree that the Court's approval of any request for attorneys' fees or litigation costs is not a condition of the Agreement and that an award of less than the amounts requested would not give rise to a basis to abrogate the Agreement.

3.2.2. To Plaintiff: An Individual Settlement for Plaintiff in the amount of $10,000 in exchange for the general release of wage claims below in paragraph 5.1 and 5.1.1, in addition to any Individual PAGA Payment Plaintiff is entitled to receive as an Aggrieved Employee. The Parties agree that the Court's approval of any request for Individual Settlement for Plaintiff is not a condition of the Agreement and that an award of less than the amount requested would not give rise to a basis to abrogate the Agreement.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed $ 4,700.00, except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than $ 4,700.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To the LWDA and Aggrieved Employees: PAGA Penalties to be paid from the Net Settlement Amount, with 75% allocated to the LWDA PAGA Payment and 25% allocated to the Individual PAGA Payments.

3.2.4.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period according to Defendant's business records, and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods according to Defendant's business records. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.4.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Aggrieved Employee Pay Periods. Based on a review of its records as of the date of mediation, July 24, 2024, Defendant estimates there are 318 Aggrieved Employees who worked a total 9,550 of PAGA Pay Periods.

4.2. Aggrieved Employee Data. Within 15 days of the Effective Date, Defendant will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to the Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify the Administrator if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee 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 Aggrieved Employee Data.

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

4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Individual Settlement for Plaintiff, 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.

4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees 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. 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.

4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are retuned 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 Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

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

4.4.4. The payment of Individual PAGA Payments pursuant to this Agreement are not intended by the Parties to be compensation for purposes of determining eligibility for or benefit calculations of any health and welfare benefit plan, retirement benefit plan, vacation benefit plan, unemployment compensation, including, without limitation, all plans, subject to the Employee Retirement Income Security Act ("ERISA"). The Parties agree that the Individual PAGA Payments are not intended to represent any modification of any employee's previously-credited hours of service or other eligibility criteria under any employee pension benefit plan, employee welfare benefit plan, or other program or policy.

5. **RELEASES OF CLAIMS**. Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiff, on behalf of herself and the State of California, all PAGA Aggrieved Employees, and PAGA Counsel hereby release claims against all Released Parties as follows:

5.1 Plaintiff's Release. Plaintiff and his or her respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims of any type to date, known or unknown, suspected or unsuspected, to the fullest extent allowed by law, including but not limited to anything to do with your employment or the end of your employment ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them. Notwithstanding the above, and as specified in paragraph 1.12 above, this release has no effect on and does not release Plaintiff Kelly L. Stover's claims contained in Case No. 30-2024-01371567-CU-WT-CJC.

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

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.

Notwithstanding the above, and as specified in paragraph 1.12 above, this release has no effect on and does not release Plaintiff Kelly L. Stover's claims contained in Case No. 30-2024-01371567-CU-WT-CJC.

5.2 Release by PAGA Aggrieved Employees:

Plaintiff agrees on behalf of herself, and as a private attorney general acting on behalf of the State of California, and all PAGA Aggrieved Employees, to release the Released Parties, from any and all claims, causes of action, damages, expenses, benefits, interest, penalties, attorneys' fees, costs, and any other form of relief or remedy in law, equity, or whatever kind or nature that were asserted or could have been asserted based on the facts alleged and with respect to the claims asserted in the PAGA Notice and the operative complaint for the entire PAGA Period, regardless of theory of recovery. The release thus includes PAGA claims or PAGA causes of action for violations of the Labor Code sections raised by Plaintiff's Action and the PAGA Notice, up to and including sections 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 1194, 1198, 2800, 2802, 2698, and 2699 *et seq.*, and the applicable Wage Order, regardless of theory of recovery. The release as to the State of California and PAGA Aggrieved Employees only covers claims that arise under PAGA for civil penalties. The release by all PAGA Aggrieved Employees excludes claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, class claims, and PAGA claims outside of the PAGA Period. This release will have a preclusive effect on the rights of PAGA Aggrieved Employees to bring released PAGA claims on behalf of the State of California to the fullest extent permissible under applicable law. In consideration for their awarded PAGA Counsel's fees and costs, PAGA Counsel waives any and all claims to any further attorneys' fees, costs, and expenses in connection with the Action.

Notwithstanding the above, and as specified in paragraph 1.12 above, this release has no effect on and does not release Plaintiff Kelly L. Stover's claims contained in Case No. 30-2024-01371567-CU-WT-CJC.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.

In order to comply with the requirements of Labor Code Section 2699(l), Plaintiff will draft the Motion for Approval within a reasonable time, and will provide Defendant's counsel with at least six days prior to filing so that Defendant can review and make comments to the Motion for Approval. Plaintiff shall reasonably consider in good faith Defendant's counsel's comments on the draft of the motion before filing. The Settlement is contingent upon the approval by the Court. If the Court denies the Motion for Approval due to concerns that the Parties cannot address through non-material modifications of this Agreement, (i) this Settlement shall be considered null and void; (ii) neither this Agreement nor any of the related negotiations or proceedings shall be of any force or effect; and (iii) all Parties to this Agreement shall stand in the same position, without prejudice, as if this Settlement had been neither entered into nor filed with the Court. Invalidation of any material portion of this Settlement, except for the PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, or Individual Settlement for Plaintiff, shall invalidate this Settlement in its entirety unless the Parties shall subsequently agree in writing that the remaining provisions shall remain in full force and effect. The Parties agree to abide by all of the terms of the Settlement in good faith and to support the Settlement fully and to use their best efforts to defend this Settlement from any legal challenge, whether by appeal or collateral attack. The Parties shall make all possible good faith efforts to resolve any issues raised by the Court during the approval process.

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 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
As of the date of mediation, July 24, 2024, Defendant represents that the Aggrieved Employees worked approximately 9,550 pay periods. In the event the number of pay periods worked by the PAGA Aggrieved Employees during the PAGA Period increase by more than 10%, the release period will be shortened to an earlier date at which only 9,550 pay periods plus an additional 955 pay periods are covered by the PAGA Period (totaling a maximum of 10,505 pay periods).

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 Individual Settlement for Plaintiff, 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, 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 Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this

Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon 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 and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

10.6 No Tax Advice. Neither Plaintiff, 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.

10.7 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 the Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement. Other than information necessary to secure Court approval of this Settlement, the Parties agree to keep confidential all matters related to this Settlement, including the terms of the Settlement and the facts and circumstances leading up to it. The Parties may, however, discuss the terms of this Settlement with their spouses, fiancées, attorneys, financial advisors, tax advisors, and accountants, or upon a valid court order, at which time the individual receiving information about the terms of this Settlement shall be informed that the terms of this Settlement are confidential, and the individual may not reveal or disclose to any third party the terms of the Settlement. Prior to the filing of the Motion for Approval, the Parties and Parties' respective counsel agree not to publicize or discuss the facts, amount, terms, or existence of the Settlement in any way to anyone other than the Parties or the Parties' counsel, or the mediator, Dan Turner, or the LWDA or any other government entity with jurisdiction over PAGA cases. Plaintiff and PAGA Counsel additionally agree not to publicize or communicate the fact or terms of the Settlement on any social media, internet site, print media, or marketing/advertising materials. The Court shall have the power to enjoin violations of this provision and the prevailing party shall be entitled to its attorneys' fees and costs. The Parties and their counsel shall keep this Settlement and its terms confidential except for any and all documents and information which is made a public record as part of the Settlement. . Notwithstanding the foregoing, PAGA Counsel shall be permitted to disclose this settlement for purposes of describing their qualifications as Counsel in other cases.

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 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.

10.14 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 Plaintiff: Aegis Law Firm, PC
Kashif Haque
Samuel Wong
Jessica L. Campbell
jcampbell@aegislawfirm.com
Lisa B. Iturriaga
liturriaga@aegislawfirm.com
9811 Irvine Center Drive, Suite 100
Irvine, California 92618

To Defendant: Seyfarth Shaw LLP
Ryan McCoy
560 Mission Street Suite 3100
San Francisco, California 94105
RMcCoy@seyfarth.com
KFriedrichs@seyfarth.com
RFuruta@seyfarth.com
ShOBrien@seyfarth.com

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 the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that 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.

10.17 Enforcement. This Agreement may be enforced pursuant to Code of Civil Procedure Section 664.6 and the Los Angeles County Superior Court will maintain jurisdiction over the Action for purposes of enforcing this Agreement.

Agreed to by the Parties:

Dated: 3/13/2025 | 2:10 PM PDT By: DocuSigned by: 06BFA8C20D1D43E...
PLAINTIFF KELLY L. STOVER

Dated: ______________ By: ______________________
DEFENDANT DECRON PROPERTIES CORPORATION

To Defendant: Seyfarth Shaw LLP
Ryan McCoy
560 Mission Street Suite 3100
San Francisco, California 94105
RMcCoy@seyfarth.com
KFriedrichs@seyfarth.com
RFuruta@seyfarth.com
ShOBrien@seyfarth.com

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 the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that 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.

10.17 Enforcement. This Agreement may be enforced pursuant to Code of Civil Procedure Section 664.6 and the Los Angeles County Superior Court will maintain jurisdiction over the Action for purposes of enforcing this Agreement.

Agreed to by the Parties:

Dated: ____________ By: ______________________
PLAINTIFF KELLY L. STOVER

Dated: 4-11-25 By: ______________________
DEFENDANT DECRON PROPERTIES CORP.

Agreed As to Form Only:

AEGIS LAW FIRM, PC

Dated: ____________ By: Jessica Campbell

Jessica L. Campbell
Kashif Haque
Samuel Wong
Attorneys for Plaintiff
Kelly L. Stover

SEYFARTH SHAW LLP

Dated: April 14, 2025 By: ____________

Ryan McCoy
Attorneys for Defendant
Decron Properties Corp.

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