PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made by and between plaintiff Milenka Corral ("Plaintiff") and defendant JMW Cabinets, Inc. ("Defendant" or "JMW"). The Agreement refers to Plaintiff and Defendant collectively as "Parties" or individually as "Party."

1. DEFINITIONS.

1.1. "Action" means the Plaintiff Corral's PAGA lawsuit alleging wage and hour violations against Defendant captioned *Corral, et al. v. JMW Cabinets, Inc., et al.* (30-2024-01376239-CU-OE-CXC) initiated on January 26, 2024, and pending in the Superior Court of the State of California, County of Orange.

1.2. "Administrator" means Apex Class Action LLC, 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" means all individuals who are or previously were employed by Defendant in California in the Designer/Outside Salesperson role at any time during the PAGA Period.

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

1.6. "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.

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

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

1.9. "Defendant" means JMW Cabinets, Inc.

1.10. "Defense Counsel" means David Nusz, Esq. of O'Hagan Meyer.

1.11. "Effective Date" means the date on which the Judgment becomes final.

1.12. "Gross Settlement Amount" means the total sum of $100,000.00, subject to upward adjustment under the escalator clause in Paragraph 4.1, which Defendant agrees to pay under the Settlement. 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 Expenses Payment.

1.13. “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.

1.14. “Judgment” means the judgment entered by the Court based upon the Approval Order.

1.15. “LWDA” means the California Labor and Workforce Development Agency.

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

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

1.18. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq*.).

1.19. “PAGA Counsel” means Andrew Hillier and Francis DiGiacco of the law firm Harlan Hillier DiGiacco LLP, the attorneys representing Plaintiff Corral in the Action.

1.20. “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.

1.21. “PAGA Notice” means Plaintiff Corral’s August 18, 2023, letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.22. “PAGA Pay Period” means any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.23. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees ($13,720.99) and 75% to the LWDA ($41,162.97) in settlement of PAGA claims.

1.24. “PAGA Period” means the period from August 18, 2022, through November 7, 2025.

1.25. “Plaintiff” means Milenka Corral, the named plaintiff in the Action.

1.26. “Released PAGA Claims” means the claims being released by Plaintiff and PAGA Counsel and as described in Paragraph 5.2 below.

1.27. “Released Parties” means Defendant, its insurers, affiliates, subsidiaries, parent companies, predecessors, successors, assigns, and entities (including those entities named as respondents and/or defendants in Plaintiff’s LWDA letters or the Action), as well as Defendant’s officers, shareholders, directors, agents, attorneys, administrators, and representatives in each case in their capacity as such.

1.28. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS

2.1. On or about August 18, 2023, Plaintiff notified Defendant via certified mail and filed an online PAGA claim notice with the California Labor and Workforce Development Agency ("LWDA") identifying Defendant's violations of the California Labor Code identified in the Operative Complaint and Plaintiff's intent to bring a claim for civil penalties under California Labor Code section 2698 et seq.

2.2. On January 26, 2024, Plaintiff commenced this Action by filing an individual and representative action against Defendant in the Superior Court of California, County of Orange, Department CX105. The Complaint alleged claims for 1) Failure to pay minimum wages (California Labor Code ("CLC") §§ 1194, 1197, 1197.1); 2) Failure to pay overtime (CLC §§ 510, 1198); 3) Failure to provide meal periods or premiums (CLC §§ 226.7, 512); 4) Failure to provide rest periods or premiums (CLC §§ 226.7, 512); 5) Failure to provide accurate wage statements (CLC §§ 226(a), 226.3); 6) Failure to pay final wages (CLC §§ 201-203, 256); 7) Failure to reimburse business expenses (CLC §§ 2800, 2802); 8) Claims for penalties or other relief based on or under CLC §§ 558, 558.1, 2699, 2699.3, and Business & Professions Code § 17200; and representative claims under CLC § 2698, et seq. pursuant to the Private Attorneys General Act of 2004 ("PAGA"). Defendant denies the representative 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.

2.3. On October 10, 2024, the Parties filed a Stipulation to stay the representative claim proceedings pending arbitration of the individual claims.

2.4. In preparation for the arbitration, the Parties engaged in extensive formal discovery, including written interrogatories, requests for production of documents, and depositions. Defendant produced payroll data, time records, and written wage-and-hour policies covering the PAGA Period, and the Parties exchanged expert and percipient witness testimony at the four-day arbitration hearing. PAGA Counsel relied on the information obtained through that discovery, and on the evidentiary record developed at the arbitration, to evaluate the strengths, weaknesses, and settlement value of the representative PAGA claims.

2.5. On May 5, 2025, the Parties participated in a four-day Arbitration hearing presided over by Christine Page, Esq., which subsequently led to a Final Award in favor of the Plaintiff.

2.6. On November 7, 2025, the Parties participated in mediation of the representative claims presided over by Jonathan D. Andrews, Esq., which subsequently led to this settlement.

2.7. 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. <u>Gross Settlement Amount</u>. Except as provided in paragraph 4.1 below, Defendant promises to pay $100,000.00 and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount before the deadline stated in Paragraph 4.3. 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 Approval Order:

3.2.1 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third (1/3) of the Gross Settlement Amount, which is currently estimated to be $33,333.00, and PAGA Counsel Litigation Expenses Payment of not more than $9,000. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. In support of the PAGA Counsel Litigation Expenses Payment, PAGA Counsel must submit a cost ledger listing each expense incurred during the Action. 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 of any PAGA Counsel Fees Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel will have full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Released Parties harmless, and shall indemnify Released Parties, from any 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 $3,250.00 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 $3,250.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.3 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount equal to the Gross Settlement Amount less the Court-approved PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and Administration Expenses Payment, with 75% of that net amount allocated to the LWDA PAGA Payment and 25% of that net amount allocated to the Individual PAGA Payments.

3.2.3.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties ($13,720.99) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Aggrieved Employee Estimates and Escalator Clause. Based on its records, Defendant estimates that, as of November 7, 2025, there were approximately 21 Aggrieved Employees who collectively worked a total of 2,599 PAGA Pay Periods from August 18, 2022, to November 7, 2025. If, as of November 7, 2025, the end of the PAGA Period, the actual number of PAGA Pay Periods worked by all Aggrieved Employees exceeds 2,599 by more than 10% (i.e., 2,859 or more PAGA Pay Periods), then the Gross Settlement Amount shall increase by $38.48 for each additional PAGA Pay Period at or over 2,859. Defendant's obligation to increase the Gross Settlement Amount under this Paragraph 4.1 is in addition to, and not in lieu of, Defendant's obligation to fund the base $100,000.00 Gross Settlement Amount.

4.2. Aggrieved Employee Data. Within thirty (30) days after entry of the Approval Order, Defendant will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' 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 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 PAGA Counsel 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 by and through 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 Administrator no later than thirty (30) days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within fourteen (14) 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 PAGA Counsel Litigation Expenses 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 void date (which is 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 returned undelivered without a USPS forwarding address. Within seven (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, if requested by the Aggrieved Employee prior to the void date.

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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 shall not obligate Defendant to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS.

5.1. Release by Aggrieved Employees: All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors, and assigns, the Released Parties from all "Released PAGA Claims." "Released PAGA Claims" means all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Action, the Operative Complaint, and the PAGA Notice submitted by Plaintiff Corral to the LWDA, which occurred during the PAGA Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA period. In no event shall the release of the Released PAGA Claims in this Settlement Agreement release any individual non-PAGA claims of any individuals.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.

PAGA counsel shall prepare and file an application or motion for approval of this Settlement.

6.1 Plaintiff's Responsibilities. Plaintiff, by and through her counsel, will prepare and file 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 Aggrieved Employee 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 Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel's firms attesting to their 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 Aggrieved Employees and/or the Administrator. In her Declaration, Plaintiff, and in their Declaration, PAGA Counsel, 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 Preparation of the Application or Motion for Approval of Settlement. Plaintiff is responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than thirty (30) days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. Plaintiff is responsible for delivering the Court's Approval Order to the Administrator.

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, the Parties, by and through PAGA Counsel and Defense Counsel respectively, will expeditiously work together 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.

7. SETTLEMENT ADMINISTRATION.

7.1. Selection of Administrator. The Parties have jointly selected Apex Class Action LLC to serve as the Administrator and verified that, as a condition of appointment, Apex Class Action LLC 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 U.S. 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. 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 pursuant to Code of Civil Procedure section 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.

8.1. Waiver of Right to Appeal. Provided the Judgment is consistent with the material terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties and 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 Net Settlement Amount. For the avoidance of doubt, Plaintiff's waiver of all rights to appeal the Final Award of Arbitrator Christine Page is governed by Section 2 of the Confidential Settlement Agreement and General Release entered into between the Parties concurrently herewith. The contingent payments described therein are conditioned upon both that waiver and the final approval of this Settlement.

9. ADDITIONAL PROVISIONS.

9.1. No Admission of Liability. 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. Defendant expressly denies all liability for any wrongdoing alleged by Plaintiff. 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).

9.2. 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, except as otherwise provided in the contemporaneously executed Confidential Settlement Agreement and General Release between Plaintiff and Defendant resolving Plaintiff's individual claims, which the Parties intend to be a separate and integrated agreement governing only Plaintiff's individual claims arising from the arbitration.

9.3. Attorney Authorization. The Parties separately warrant and represent that PAGA Counsel and Defense Counsel 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.

9.4. Cooperation. The Parties 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 the mediator, Jonathan D. Andrews, Esq., for resolution.

9.5. 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.

9.6. No Tax Advice. Neither the Parties nor their 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.

9.7. 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.

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

9.9. 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.

9.10. 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.

9.11. 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.

9.12. Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Aggrieved Employee 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 for 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, Plaintiff and PAGA Counsel shall destroy all paper and electronic versions of Aggrieved Employee 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 Aggrieved Employee Data.

9.13. 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.

9.14. 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.

9.15. 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 Corral:

Andrew Hillier
andrew@hdlawllp.com
Harlan Hillier DiGiacco LLP
701 Island Ave., Ste. 200
San Diego, California 92101
Phone: (619) 330-5120

To Defendant:

David Nusz, Esq.
O'Hagan Meyer
4695 MacArthur Court, Suite 900
Newport Beach, CA 92660
dnusz@ohaganmeyer.com
Tel: 714-313-3337

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9.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronic signature, 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. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

9.17 Court Filings. The Parties agree not to object to any Court filings consistent with this Agreement.

9.18 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, pursuant to Code of Civil Procedure section 583.330, the date to bring a case to trial under Code of Civil Procedure section 583.310 is extended for the entire period of this settlement process. In the event the settlement is not finally approved, or is terminated, cancelled or fails to become effective for any reason, the Parties shall revert back to their respective positions as of before entering into the settlement. The Parties shall cooperate in good faith to secure a court order staying the Action and all deadlines, pending implementation of the settlement. If the Court denies approval of the settlement, the Parties will resume litigation.

10. EXECUTION BY PARTIES

The Parties hereby execute this Agreement.

Dated: __________ ________________________________
Plaintiff Milenka Corral

Dated: __________ ________________________________
Authorized signatory for JMW Cabinets Inc.

11. APPROVED AS TO FORM BY COUNSEL

Dated: May 26, 2026 ________________________________
Andrew Hillier
Harlan Hillier DiGiacco LLP
Attorney for Plaintiff Milenka Corral

Dated: __________ ________________________________
David Nusz, Esq.
O'Hagan Meyer
Attorney for Defendant JMW Cabinets Inc.

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10. EXECUTION BY PARTIES

The Parties hereby execute this Agreement.

Dated: ___________ _______________________________

Plaintiff Milenka Corral

Dated: 05/27/2026 _______________________________

John Washer (May 27, 2026 14:21:29 PDT)

Authorized signatory for JMW Cabinets Inc.

11. APPROVED AS TO FORM BY COUNSEL

Dated: ___________ _______________________________

Andrew Hillier
Harlan Hillier DiGiacco LLP
Attorney for Plaintiff Milenka Corral

Dated: 05/27/2026 _______________________________

David Nusz, Esq.
O'Hagan Meyer
Attorney for Defendant JMW Cabinets Inc.

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10. EXECUTION BY PARTIES

The Parties hereby execute this Agreement.

Dated: 05 / 26 / 2026 Milenka Corral

Plaintiff Milenka Corral

Dated: __________ ________________________________

Authorized signatory for JMW Cabinets Inc.

11. APPROVED AS TO FORM BY COUNSEL

Dated: May 22, 2026 ________________________________

Andrew Hillier
Harlan Hillier DiGiacco LLP
Attorney for Plaintiff Milenka Corral

Dated: __________ ________________________________

David Nusz, Esq.
O'Hagan Meyer
Attorney for Defendant JMW Cabinets Inc.