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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN MATEO

JOSEPH LUIS MARTIN, on behalf of himself and all others similarly situated, and the general public, Plaintiff, vs. SILVER STRAND, INC., a California corporation; WORKYARD, INC., a Delaware corporation; WORKYARD HOLDINGS, INC., a Delaware corporation; and DOES 1 through 50, inclusive, Defendants.	Case No.: 23CIV04473 CLASS AND REPRESENTATIVE ACTION Assigned for All Purposes To: Hon. Raymond V. Swope Dept.: 23 **PAGA SETTLEMENT AGREEMENT**

This PAGA Settlement Agreement ("Agreement") is made by and between plaintiff Joseph Luis Martin ("Plaintiff") and defendant Silver Strand, Inc. ("Defendant"). The Agreement refers to Plaintiff and Defendant collectively as "Parties," or individually as "Party."

1. DEFINITIONS.

1.1. "Action" means the Plaintiff's PAGA lawsuit alleging wage and hour violations against Defendant captioned *Joseph Luis Martin v. Silver Strand, Inc.*, Case No. 23CIV04473, filed on September 20, 2023 and pending in Superior Court of the State of California, County of San Mateo, as well as all claims and allegations made in Plaintiff's PAGA Notice dated September 20, 2023.

1.2. "Administrator" means Phoenix Settlement Administrators, the neutral entity the Parties have agreed to appoint to administer the Settlement, subject to Court approval, in accordance with the terms of this Agreement.

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 current and former non-exempt employees of Defendant in California who worked 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. "Court" means the Superior Court of California, County of San Mateo.

1.8. "Defense Counsel" means Linh T. Hua and Kyla H. Buenaventura of Gordon Rees Scully Manukhani, LLP.

1.9. "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the Judgment is final. The Judgment is final as of the later of the following occurrences: (a) the day the Court enters Judgment; and (b) the day the Court enters its Order Granting Approval to this PAGA Settlement.

1.10. "Gross Settlement Amount" means the sum of Three Hundred Ninety-Two Thousand Five Hundred Dollars and Zero Cents ($392,500.00), which is the total amount Defendant agrees to pay to settle the PAGA Representative Action under the Settlement except as provided in Paragraph 4.1 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 Payments" means the Aggrieved Employees' 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. "Judgment" means the judgment entered by the Court based upon the Approval Order.

1.13. "LWDA" means the California Labor and Workforce Development Agency, as set forth in Labor Code section 2699, subd. (i).

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

1.15. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, the Administration Expenses Payment, and the LWDA PAGA Payment. The resulting Net Settlement Amount is used to pay Individual PAGA Payments to Aggrieved Employees on a *pro rata* basis.

1.16. "PAGA Counsel" means David Yeremian of David Yeremian & Associates, Inc., and Emil Davtyan, David Yeremian, David Keledjian, Enoch J. Kim, David Arakelyan, and Norayr Zakaryan of D.Law, Inc., the attorneys representing the Plaintiff in the Action.

1.17. "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.

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

1.19. "PAGA Period" means the period from September 20, 2022 through July 10, 2024.

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

1.21. "PAGA Notice" means Plaintiff's PAGA Notice letter to Defendant and the LWDA submitted on September 20, 2023 (LWDA-CM-924212-22) providing notice pursuant to Labor Code section 2699.3, subd. (a).

1.22. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees and 75% to the LWDA in settlement of PAGA claims.

1.23. "Plaintiff" means Joseph Luis Martin, the named plaintiff in the Action.

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

1.25. "Released PAGA Claims" means any and all claims brought under PAGA that were alleged or reasonably could have been alleged based on the facts stated in the Operative Complaint and/or PAGA Notice, including, but not limited to, alleged violations of the California Labor Code sections 201, 202, 203, 204, 210, 215, 216, 218.6, 223, 225, 226, 226.3, 226.6, 226.7, 227.3, 354, 408, 510, 512, 515, 553, 558, 558.1, 1174, 1174.5, 1175, 1182.12, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698, 2699, 2802, and the applicable California Industrial Welfare Commission Wage Orders, during the PAGA Period.

1.26. "Released Parties" means: Defendant and each of its former, present, and future parents, affiliates, divisions, managing members, related entities, board members, trustees, attorneys or legal representatives, representatives, administrators, fiduciaries, beneficiaries, subrogees, partners, directors, officers, managing agents, shareholders, owners, members, attorneys, employees, managers, insurers, predecessors, successors, assigns, subsidiaries, parent companies, and affiliated entities and individuals, and members of the foregoing, and/or any other entity or individual which could be liable for the acts or omissions of the Defendant based on or arising out of the Released PAGA Claims.

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

1.28. "Defendant" means the named defendant, Silver Strand, Inc.

2. RECITALS.

2.1. On September 20, 2023, Plaintiff commenced this Action by filing a Class Action Complaint alleging causes of action on behalf of all similarly situated employees against Defendant for: (1) Failure to Provide Meal Periods Under Labor Code §§ 204, 223, 226.7, 512, and 1198; (2) Failure to Provide Rest Periods Under Labor Code §§ 204, 223, 226.7, and 1198; (3) Failure to Pay Hourly Wages and Overtime Under Labor Code §§ 223, 510, 1194, 1194.2, 1197, 1997.1, and 1198; (4) Failure to Provide Accurate Written Wage Statements Under Labor Code §§ 226(a); (5) Failure to Timely Pay All Final Wages Under Labor Code §§ 201, 202, and 203; (6) Failure to Indemnify In Violation of Labor Code § 2802; and (7) Violation of Business & Professions Code § 17200 *et seq* ("Complaint").

2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending and submitting the PAGA Notice on September 20, 2023 (LWDA-CM-982826-23). On November 22, 2023, Plaintiff filed a First Amended Class Action Complaint to add a cause of action under PAGA ("Operative Complaint").

2.3. On July 10, 2024, the Parties participated in an all-day mediation presided over by the Honorable Ronald M. Sabraw (Ret.), which led to this Agreement to settle the Action.

2.4. Prior to mediation, Plaintiff obtained, through informal discovery, the production of relevant policy, timekeeping, and related documents along with numbers of aggrieved employees and other data to provide the Parties' counsel with sufficient information on their claims and defenses to discuss potential penalty exposure and good faith bases for reduction. In other words, negotiations were at arms' length and facilitated by a respected third-party neutral mediator.

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.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. In consideration of, and subject to, the promises, terms, and conditions set forth in this Agreement, except as otherwise provided by Paragraph 4.1 below, Defendant agrees to pay $392,500.00 and no more as the Gross Settlement Amount, in the manner and method set forth in this Agreement, to fully, finally, and completely settle the Action and the claims alleged therein on behalf of the Aggrieved Employees, including any and all associated claims for civil penalties, attorneys' fees, and litigation costs and expenses. 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 Approval Order:

3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third (1/3) of the $392,500.00 Gross Settlement Amount, which is currently estimated to be $130,833.33, and a PAGA Counsel Litigation Expenses Payment of not more than $15,000.00. 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 in connection with the filing of the Motion for PAGA Settlement Approval. 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 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 assumes 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 indemnifies 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 $3,500.00 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 of less than $3,500.00, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator Expenses Payment will be reported on an IRS Form 1099 issued to the Administrator.

3.2.3. To the LWDA and Aggrieved Employees: The Parties agree that the Net Settlement Amount shall be distributed to the LWDA and Aggrieved Employees as follows: PAGA Penalties in the currently estimated amount of $243,166.67 to be paid from the Gross Settlement Amount, with 75% allocated to the LWDA PAGA Payment and 25% 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 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 Forms 1099.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Aggrieved Employee Pay Periods. Based on a review of its records at the date of mediation, Defendant estimates there are approximately 7,402 pay periods during the PAGA Period. In the event that the total PAGA Pay Periods exceeds 7,920 (an increase of 7% over 7,402 pay periods), Defendant may either (1) increase the Gross Settlement Amount by a pro-rata amount for every PAGA Pay Period in excess of 7,920 multiplied by the Pay Period value (calculated by dividing the Gross Settlement Amount by 7,920) or (2) Defendant may elect to change the last day of the PAGA Period to the date on which the total PAGA Pay Periods is 7,920 or less to avoid increasing the Gross Settlement Amount.

4.2. Aggrieved Employee Data. Within thirty (30) calendar 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 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 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. Following the Approval Order, Defendant shall fund the Gross Settlement Amount in four (4) equal installments in the following manner:

4.3.1 First Installment. Defendant will pay the first installment within 30 days after the Effective Date.

4.3.2. Remaining Three Installments. Each subsequent installment will be provided within 30 days following the prior payment.

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 Administration Expenses Payment, the PAGA Counsel Fees Payment, and the PAGA Counsel Expenses Payment, subject to Court approval.

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 along with a cover letter in English, substantially in the form attached hereto as "Exhibit 1" ("Settlement Notice"). 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. After 180 days from the date of mailing, the uncashed checks 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, as 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 canceled after the void date, the Administrator shall transmit the funds 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.

Upon the Effective Date and the date Defendant fully funds the Gross Settlement Amount, Plaintiff, Aggrieved Employees, and the LWDA will release claims against all Released Parties as follows:

5.1 <u>Plaintiff's Release</u>. Plaintiff and his respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, irrevocably release and discharge Released Parties from pursuing any and all claims, damages, penalties, liabilities, fees (including attorney's fees), costs, transactions, or occurrences that occurred at any time up through the date of this Agreement, including, but not limited to: all claims that were, or reasonably could have been, alleged, based on the facts contained in the Complaint, Operative Complaint, and the PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to: (1) any claims or actions to enforce this Agreement, (2) any individual non-wage and hour claims that Plaintiff may have, (3) any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time, or (4) any claims based on occurrences outside the PAGA Period. 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.

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."

5.2 Release by Plaintiff, Aggrieved Employees, and the LWDA:

Plaintiff, all Aggrieved Employees, and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims. Aggrieved Employees may not opt-out of this Release.

5.3 Release by PAGA Counsel:

Upon the Effective Date and the date Defendant fully funds the Gross Settlement Amount, PAGA Counsel releases on behalf of their present and former attorneys, employees, agents, successors and assigns Defendant and the Released Parties from all claims for attorneys' fees and costs incurred in connection with the Operative Complaint and/or the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.

The Parties agree that Plaintiff will prepare and file a motion for approval of this Settlement.

6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of 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 firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (iv) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. 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 Responsibilities of PAGA Counsel. PAGA Counsel is responsible for finalizing and filing the motion for approval of this Settlement 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. PAGA Counsel is responsible for delivering the Court's approval documents to the Administrator.

6.3 Duty to Cooperate. 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 Phoenix Settlement Administrators to serve as the Administrator and verified that, as a condition of appointment, it 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

Based on its records at the time of mediation, Defendant estimates that there are 110 Aggrieved Employees who worked 7,402 Pay Periods during the PAGA Period.

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, Aggrieved Employees, and PAGA 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.

9.2 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Approval and entry of Judgment. Any additional Administration Expenses Payment reasonably incurred after remittitur shall be paid from the Gross Settlement Amount An appellate decision to vacate, reverse, or modify the Court's award of the payments to PAGA Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

9.3 Amended Judgment. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

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. Defendant expressly denies all of the allegations in the Operative Complaint and PAGA Notice. Defendant expressly denies that it has violated the California Labor Code, or any other provision of federal or state law with respect to any of its employees. 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 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. All prior or contemporaneous negotiations, memoranda, agreements, and understandings, and representations, whether written or oral, are superseded hereby and are of no further force and effect. Each of the Parties acknowledges that they have not relied on any promises, representations, warranties, covenants, or inducements, express or implied, made to or by any Party. Provided, however, that this Agreement does not supersede or replace the Separate Individual Settlement Agreement. No rights hereunder may be waived except in writing.

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. The Parties agree that the terms and conditions of this Agreement were negotiated at arm's length and in good faith by the Parties, and reflect a settlement that was reached voluntarily based upon adequate information and sufficient discovery and after consultation with experienced legal counsel.

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 Plaintiff, Defendant, the Aggrieved Employees, and their heirs, beneficiaries, executors, administrators, successors, transferees, assigns, or any corporation or any entity with which any party may merge, consolidate, or reorganize.

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.

10.12 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 PAGA Data provided to PAGA Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator's obligation to provide a Declaration confirming the final pay of the Net Settlement Amount, Plaintiff 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.

10.13 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.

10.14 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.

10.15 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:

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<u>To Defendant</u>:

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10.16 <u>Execution in Counterparts.</u> This Agreement may be executed in one or more counterparts by facsimile, electronically (*e.g.,* DocuSign or Adobe Sign), 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.

10.17 <u>Stay of Litigation.</u> 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 period from which this Agreement is fully executed through the date upon which one Party, including through its counsel, delivers written notice to the other Party, including to its counsel, that it will no longer proceed with the settlement process.

10.18 <u>No Signature Required by Aggrieved Employees</u>. Only the Plaintiff will be required to execute this Settlement Agreement. The Settlement Notice will advise all Aggrieved Employees of the binding nature of the release, and as such shall have the same force and effect as if this Settlement Agreement were executed by each Aggrieved Employee.

10.19 Confidentiality Prior to Approval Order. Plaintiff, PAGA Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Approval is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, PAGA Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict PAGA Counsel's communications with Aggrieved Employees in accordance with PAGA Counsel's ethical obligations owed to Aggrieved Employees.

10.20 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Aggrieved Employee to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict PAGA Counsel's ability to communicate with Aggrieved Employees in accordance with PAGA Counsel's ethical obligations owed to Aggrieved Employees.

IT IS SO AGREED.

Signed by:

CA57F2F99A6E4F9...

Date: 7/15/2025

Plaintiff Joseph Luis Martin

Date: 7/17/2025

Defendant Silver Strand, Inc.

By: DAVID MEADOR

Its: PRES.

D.LAW, INC.

By

Date: 7/15/25

Emil Davtyan
David Yeremian
David Keledjian
Enoch J. Kim
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Attorneys for Plaintiff

GORDON REES SCULLY MANSUKHANI, LLP

By

Date: 7/15/25

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