

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Kelly Ricks (“Plaintiff”) and Defendant Thompson Plumbing Heating and Air Conditioning, Inc. (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

1.1. “Action” means Plaintiff’s lawsuit seeking civil penalties under PAGA for wage and hour violations against Defendant captioned *Kelly Ricks v. Thompson Plumbing Heating and Air Conditioning, Inc.*, San Diego Superior Court, Case No. 37-2023-00053553-CU-OE-CTL, filed on December 11, 2023.

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 Fund Value 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 who worked at Thompson Plumbing Heating and Air Conditioning, Inc. in California during the PAGA Period.

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

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

1.8. “Court” means the Superior Court of California, County of San Diego.

1.9. “Defendant” means named Defendant Thompson Plumbing Heating and Air Conditioning, Inc.

1.10. “Defense Counsel” means Brandon D. Saxon and Brian L. Frary of Gordon Rees Scully Mansukhani, LLP.

1.11. “Effective Date” means the later of: (i) the sixty-fifth (65) day after the Court enters a Judgment on its Order Approving the PAGA Settlement, provided no appeal has been initiated and no motion to vacate has been filed; or (ii) if such an appeal or motion to vacate is timely initiated, five (5) business days after final resolution of that appeal or motion (including any requests for rehearing or appeals, including petitions for certiorari), resulting in final judicial approval of the Settlement.

1.12. “Gross Fund Value” means \$57,500 (Fifty-Seven Thousand Five Hundred Dollars) which is the total amount Defendant agrees to pay under the Settlement. The Gross Fund Value will be used to pay Individual PAGA Payments, the LWDA Payment, PAGA Representative Service Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment.

1.13. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Fund Value calculated according to the number of PAGA 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, the agency entitled, under Labor Code section 2699, subd. (i).

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

1.17. “Complaint” refers to the Complaint filed in the Action on December 11, 2023.

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

1.19. “PAGA Counsel” means Christina M. Lucio, Mitchell J. Murray, and Nicholas W. Schieffelin of EmpLaw, LLP, the attorneys representing Plaintiff 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 Fund Value” means the Gross Fund Value, less the following payments in the amounts approved by the Court: PAGA Representative Service Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment.

1.22. “PAGA Notice” means Plaintiff’s respective letters to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a).

1.23. “PAGA Pay Period” means any Pay Period during which a Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.24. “PAGA Period” means the period from October 6, 2022 to May 15, 2024.

1.25. “PAGA Representative Service Payment” is the amount to be paid to Plaintiff for his service as PAGA Representative.

1.26. “Plaintiff” means Kelly Ricks, the named Plaintiff in the Action.

1.27. “Released PAGA Claims” means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5 below.

1.28. “Released Parties” means: Defendant, its respective former and present parents, subsidiaries, affiliated corporations and entities, clients, and vendors and independent contractors through which Defendant conducts business, and each of its respective current, former, and future officers, directors, members, managers, employees, consultants, insurers, attorneys, vendors, independent contractors, clients, partners, shareholders, joint venturers and third-party agents, and any successors, assigns, or legal representatives.

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

2. RECITALS.

2.1. Pursuant to Labor Code section 2699.3, subd. (a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice on October 6, 2023.

2.2. On December 11, 2023, Plaintiff commenced this Action by filing a Complaint alleging a single cause of action against Defendant under PAGA, seeking civil penalties under PAGA for Defendant’s alleged failure to: (1) pay all wages owed, including minimum wages and overtime; (2) provide lawful meal periods; (3) authorize and permit lawful rest periods; (4) timely pay wages due and payable during employment; (5) timely pay wages owed at separation; (6) comply with itemized employee wage statements; (7) pay sick leave at the proper rate; and (7) reimburse business expenses.

2.3. Defendant filed an answer to the Complaint on March 13, 2024. Defendant denies the allegations in the Complaint, denies any failure to comply with the laws identified in the Complaint and denies any and all liability for the causes of action alleged.

2.4. On May 15, 2024, the Parties participated in an all-day mediation presided over by Jonathan D. Andrews. The mediation was successful.

2.5. Prior to mediation, Plaintiff obtained, through formal and informal discovery, Aggrieved Employee information for the PAGA period, a sampling of time and wage records for the Aggrieved Employees, Plaintiff’s personnel file, and information regarding Defendant’s policies and practices during the PAGA Period, to aid in preparation of Plaintiff’s evaluation of the claims and formulation of a damages model.

3. MONETARY TERMS

3.1. Gross Fund Value. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay \$57,500 and no more as the Gross Fund Value. Defendant has no obligation to pay the Gross Fund Value prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Fund Value without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Fund Value will revert to Defendant.

3.2. Payments from the Gross Fund Value. The Administrator will make and deduct the following payments from the Gross Fund Value, 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 of the Gross Fund Value (estimated \$19,166.67) and PAGA Counsel Litigation Expenses Payment of not more than \$7,991.35. 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 a joint stipulation requesting approval of settlement, including 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 PAGA Fund Value. 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 and Released Parties harmless, and indemnifies Defendant and Released Parties, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2. To Plaintiff: A PAGA Representative Service Payment to Plaintiff of up to \$2,000 in exchange for his service in the Action and the release of his individual claims stated in Paragraphs 5.1 and 5.1.1, subject to the approval of the Court. Defendant will not oppose Plaintiff's request for a PAGA Representative Service Payment that does not exceed this amount. The Administrator will issue an IRS Form 1099 to Plaintiff for the PAGA Representative Service Payment. If the Court approves a PAGA Representative Service Payment less than the amount requested, the Administrator will allocate the remainder to the PAGA Fund Value.

3.2.3. To the Administrator: An Administration Expenses Payment not to exceed \$1,500 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 \$1,500, the Administrator will allocate the remainder to the PAGA Fund Value.

3.2.4. To the LWDA and Aggrieved Employees: PAGA Fund Value in the estimated amount of \$26,841.98 to be paid from the Gross Fund Value, with 75% (estimated \$20,131.48) allocated to the LWDA Payment and 25% (estimated \$6,710.50) allocated to the Individual PAGA Payments. The Administrator will pay the Individual PAGA Payments using one or more IRS 1099 Forms.

3.3. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of the PAGA Fund Value (i.e., PAGA Fund Value less the LWDA Payment) by the total number of PAGA Period 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.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Aggrieved Employee Pay Periods. Based on a review of its records, Defendant estimates that the Aggrieved Employees worked a total of 695 PAGA Pay Periods from October 6, 2022 through May 15, 2024.

4.2. Aggrieved Employee Data. Within 30 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 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 Fund Value. Defendant shall fully fund the Gross Fund Value by transmitting the funds to the Administrator no later than 21 days after the Effective Date.

4.4. Payments from the Gross Fund Value. Within 21 days after Defendant funds the Gross Fund Value, the Administrator will calculate the Individual PAGA Payments and mail checks for all Individual PAGA Payments, the PAGA Representative Service Payment, the LWDA Payment, the Administration Expenses Payment, the PAGA Counsel Fees Payment, and the PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

4.4.1. 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 returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the 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 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. Effective on the date when Defendant fully funds the entire Gross Fund Value, Plaintiffs, the LWDA, and PAGA Counsel will release claims against all Released Parties as follows:

5.1 Plaintiff's Release. In exchange for a PAGA Representative Service Payment, Plaintiff and his former and present spouse, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the PAGA Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained in the Complaint and the PAGA Notice and all PAGA claims that were, or reasonably could have been alleged based on facts ascertained during the Action and released under paragraphs 5.1.1 and 5.2 below ("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, workers' compensation benefits that arose at any time, or 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 Plaintiffs 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 Aggrieved Employees. All Aggrieved Employees 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 all claims, rights, demands, liabilities, and causes of action for PAGA penalties for the PAGA Period, whether known or unknown, arising from and/or relating in any way to the claims pled in the Action (including in the Complaint and the PAGA Notice or that could have been asserted based on the facts alleged in the Action, including, but not limited to, claims for civil penalties for: failure to timely pay all wages at termination or during employment (e.g., Cal. Lab. Code §§ 200, 201, 202, 203, 204, 558); failure to pay all wages (i.e., minimum, overtime, doubletime, on-call, and reporting time wages), including with respect to the timeliness and rate at which these wages were paid (e.g., Cal. Lab. Code §§ 200, 201.3, 204, 210, 215, 216, 221, 223, 510, 558, 558.1, 1182, 1182.11, 1182.12, 1194, 1194.1, 1194.2, 1197, 1197.1, 1198, 1199); meal and rest period violations, including with respect to the rate at which premiums are paid (e.g., Cal. Lab. Code §§ 200, 226.7, 512, 516, 558, 1198); failure to pay vested vacation time at termination, including with respect to the rate at which it was paid (e.g., Cal. Lab. Code §§ 227.3, 558); failure to provide sick leave or pay sick pay, including with respect to the rate at which it was paid (e.g., Cal. Lab. Code §§ 226, 233, 246, 248, 248.5, 248.6, 248.7, 558); failure to reimburse all necessary business expenses (e.g., Cal. Lab. Code §§ 2802, 2804); failure to provide accurate wage statements (e.g., Cal. Lab. Code §§ 226, 226.3, 226.4, 226.6, 558); failure to maintain records (e.g., Cal. Lab. Code § 226, 226.2, 1174, 1174.5, 1198); and violation of the applicable IWC California Wage Orders based on the foregoing claims.

6. JOINT STIPULATION REQUESTING APPROVAL OF 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) joint stipulation requesting approval of this PAGA Settlement; (ii) a draft proposed Order Granting Approval of PAGA Settlement; (iii) 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; and (iv) 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)), Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2))).

6.2 Timing. PAGA Counsel is responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than 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. PAGA Counsel is responsible for delivering the Court's Approval Order to the Administrator. PAGA Counsel is responsible for providing Defense Counsel a draft of the application or motion for approval of this Settlement and draft proposed Order Granting Approval of PAGA Settlement no later than one week before filing of the papers.

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

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 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. Defendant represents that the Aggrieved Employees worked approximately 695 Pay Periods between October 6, 2022, through May 15, 2024.

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

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

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 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 Plaintiffs 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 mediation of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

10.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

10.6 No Tax Advice. Neither Plaintiffs, PAGA Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

10.7 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 Actions 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 discharges its obligation to pay out of all Settlement funds, 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 destructions, 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: Christina M. Lucio and Nicholas Schieffelin, EmpLaw, LLP, 2235 Encinitas Blvd, Suite 210, Encinitas, CA 92024, christina@emplawllp.com, nick@emplawllp.com.

To Defendant: Brandon D. Saxon, Gordon Rees Scully Mansukhani, LLP, 101 West Broadway, Suite 2000, San Diego, CA 92101, bsaxon@grsm.com.

10.16 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.

10.17 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.

Dated: _____

KELLY RICKS

Signature

Dated: _____

THOMPSON PLUMBING HEATING
AND AIR CONDITIONING, INC.

Garett Baird
Signature

By: Garett Baird
Name

Its: President
Title

APPROVED AS TO FORM

Dated: July 25, 2024

GORDON REES SCULLY
MANSUKHANI, LLP


Brian L. Frary
Attorneys for Defendant Thompson Plumbing
Heating and Air Conditioning, Inc.

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: Christina M. Lucio and Nicholas Schieffelin, EmpLaw, LLP, 2235 Encinitas Blvd, Suite 210, Encinitas, CA 92024, christina@emplawllp.com, nick@emplawllp.com.

To Defendant: Brandon D. Saxon, Gordon Rees Scully Mansukhani, LLP, 101 West Broadway, Suite 2000, San Diego, CA 92101, bsaxon@grsm.com.

10.16 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.

10.17 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.

Dated: 07/25/2024

KELLY RICKS


Kelly ricks (Jul 25, 2024 09:18 PDT)

Signature

Dated: _____

THOMPSON PLUMBING HEATING
AND AIR CONDITIONING, INC.

Signature

By: _____

Name

Its: _____

Title

APPROVED AS TO FORM

Dated: _____

EMPLAW, LLP

Christina M. Lucio
Attorneys for Plaintiff Kelly Ricks

APPROVED AS TO FORM

Dated: _____

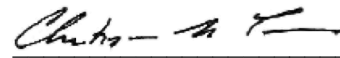
GORDON REES SCULLY
MANSUKHANI, LLP

Brandon D. Saxon
Attorneys for Defendant Thompson Plumbing
Heating and Air Conditioning, Inc.

APPROVED AS TO FORM

Dated: July 25, 2024

EMPLAW, LLP



Christina M. Lucio
Attorneys for Plaintiff Kelly Ricks