

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Jonathon Barcenas (“Plaintiff”) and Defendant The Garmon Corporation (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties”.

I. DEFINITIONS

1. “Action” means the representative PAGA action against Defendant captioned *Barcenas v. The Garmon Corporation* (Case No. CVRI2306594), initiated on December 7, 2023 and pending in the Superior Court of California, County of Riverside.
2. “Administration Costs” means the amount the Settlement Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Settlement Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.
3. “Aggrieved Employee” means all current and former non-exempt or hourly-paid employees of Defendant within the State of California at any time during the PAGA Period.
4. “Aggrieved Employee Address Search” means the Settlement Administrator’s investigation and search for Aggrieved Employees’ current mailing addresses using all reasonably available sources, methods, and means, including, but not limited to: (a) National Change of Address Database (“NCOA”); (b) skip traces; and (c) direct contact by the Settlement Administrator with Aggrieved Employees.
5. “Aggrieved Employee Data” means Aggrieved Employees’ identifying information in Defendant’s possession, including their: (a) full names; (b) last-known mailing addresses; (c) Social Security numbers; and (d) number of PAGA Pay Periods.
6. “Approval Order” means the Court order granting approval of Settlement and Entering Judgment on this Action.
7. “Attorney Fee Amount” means the amounts allocated to PAGA Counsel for the reimbursement of reasonable attorneys’ fees incurred to prosecute the Action.
8. “Cost Amount” means the amount allocated to PAGA Counsel for the reimbursement of reasonable attorneys’ expenses incurred to prosecute the Action.
9. “Court” means the Superior Court of California, County of Riverside.
10. “Defendant” means The Garmon Corporation, the named defendant in the action.

11. “Defense Counsel” means Fisher & Phillips LLP.
12. “Effective Date” means the later of the following: (a) fourteen (14) calendar days after entry of court approval; (b) if there is an objection, intervention, or other procedure that can give rise to an appeal, then the expiration of the time to appeal without a timely appeal filed; and (c) if there is a timely appeal, then the disposition of the appeal and any further appeal affirming approval of the Settlement.
13. “Enhancement Payment” means the Enhancement Payment payable to Plaintiff in exchange for agreeing to a general release of all known and unknown claims against Defendant and for the time and effort dedicated to prosecuting the Action.
14. “Gross Settlement Amount” means the sum of \$289,500, which is the total amount Defendant agrees to pay. The Gross Settlement Amount will be used to pay the: (a) Attorney Fee Amount; (b) Cost Amount; (c) Enhancement Payment; (d) Administration Costs; (e) LWDA PAGA Payment; and (f) Individual PAGA Payments.
15. “Individual PAGA Payment” means twenty-five percent (25%) of the PAGA Penalties Fund that will be paid to the Aggrieved Employees pro rata using the calculation set forth herein.
16. “Judgment” means judgment entered by the Court upon the approval of the Settlement.
17. “LWDA” means the California Labor and Workforce Development Agency.
18. “LWDA PAGA Payment” means the seventy-five percent (75%) of the PAGA Penalties Fund that will be paid to the LWDA.
19. “PAGA” means the Private Attorneys General Act of 2004 (Labor Code section 2698, *et seq.*).
20. “PAGA Counsel” means Justice Law Corporation.
21. “PAGA Penalties Fund” means the Gross Settlement Amount less the following payments in the amounts approved by the Court: (a) Attorney Fee Amount; (b) Cost Amount; (c) Enhancement Payment; and (d) Administration Costs. Seventy-five percent (75%) of the PAGA Penalties Fund shall be allocated to the LWDA PAGA Payment, and twenty-five percent (25%) of the PAGA Penalties Fund shall be allocated to the Individual PAGA Payments in settlement of the claims for PAGA civil penalties asserted in the Action by Plaintiff on behalf of the State of California and Aggrieved Employees.
22. “PAGA Notice” means the letter sent to the LWDA and Defendant on October 2, 2023 that provided notice.

23. “PAGA Pay Period” means any pay periods during which an Aggrieved Employee worked for Defendant for at least one (1) day during the PAGA Period.
24. “PAGA Period” means the period from October 2, 2022, through March 16, 2025.
25. “Plaintiff” means Jonathon Barcenas, the named plaintiff in the Action.
26. “Released PAGA Claims” means the claims being released as part of the Settlement of the Action according to the terms set forth in Section V, below.
27. “Released Parties” means Defendant together with its officers, directors, employees, and agents.
28. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
29. “Settlement Administrator” means Phoenix Class Action Administration Solutions the neutral entity the Parties have agreed to appoint to administer the Settlement.
30. “Notice of Settlement to Aggrieved Employees” means the letter that will be mailed by the Settlement Administrator to Aggrieved Employees in English and Spanish explaining this Settlement and containing a check for their Individual PAGA Payment once the Approval Order has been signed by the Court. The Notice of Settlement to Aggrieved Employees is attached hereto as **Exhibit A**.

II. RECITALS

1. On October 2, 2023, Plaintiff provided written notice to the LWDA and Defendant of the specific provisions of the Labor Code he contends were violated and the theories supporting his contentions.
2. On December 7, 2023, Plaintiff filed a representative PAGA action against Defendant in the Superior Court of California, County of Riverside. The lawsuit was predicated on Defendant’s alleged: (a) failure to pay minimum and overtime wages; (b) failure to provide meal periods and rest breaks; (c) failure to timely pay wages during employment; (d) failure to timely pay wages upon termination; (e) failure to provide complete and accurate wage statements; and (f) failure to reimburse business expenses (“Operative Complaint”).
3. After engaging in discovery, investigations, and negotiation, on January 8, 2025, the Parties remotely attended mediation with the mediator Brandon McKelvey that resulted in a tentative settlement, subject to the Court’s approval.

4. Defendant denies the allegations in the PAGA Notice and Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint, and denies all liability as to Plaintiff, State of California, LWDA, or Aggrieved Employees for the cause of action for PAGA civil penalties alleged in the Operative Complaint.
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 Agreement.
6. Under PAGA, “an ‘aggrieved employee’ may bring a civil action personally and on behalf of other current or former employees to recover civil penalties for Labor Code violations.” (*Arias v. Superior Court* (2009) 46 Cal.4th 969, 980.) A plaintiff suing under PAGA, “does so as the proxy or agent of the state’s labor law enforcement agencies,” and, as such, “represents the same legal right and interest as state labor law enforcement agencies” (*Id.* at p. 986.) Of any civil penalties recovered, seventy-five percent (75%) goes to the LWDA, and the remaining twenty-five percent (25%) is allocated to the aggrieved employees. (*Id.* at pp. 980-981.)
7. A judgment in a PAGA action “binds not only that [plaintiff] employee but also the state labor law enforcement agencies.” (*Arias v. Superior Court, supra*, 46 Cal.4th at p. 986.) Furthermore, “[b]ecause an aggrieved employee’s action under [PAGA] functions as a substitute for an action brought by the government itself, a judgment in that action binds all those, including nonparty aggrieved employees, who would be bound by a judgment in an action brought by the government.” (*Ibid.*) “Accordingly, with respect to the recovery of civil penalties, nonparty employees as well as the government are bound by the judgment in an action brought under [PAGA]” (*Ibid.*)

III. MONETARY TERMS

1. Gross Settlement Amount. In full and complete settlement of the Action and in exchange for the releases set forth herein, Defendant shall pay \$289,500 and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline set forth below. The Settlement Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim forms as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.
2. Payments from the Gross Settlement Amount. The following payments will be deducted from the Gross Settlement Amount in the amounts specified in the Approval Order:

- a. To PAGA Counsel: Attorney Fee Amount of no more than \$101,325 (35% of the Gross Settlement Amount) and Cost Amount of no more than \$25,000. Defendant will not oppose requests for Court approval of these payments provided they do not exceed these amounts. Released Parties shall have no liability to PAGA Counsel arising from any claim to any portion of the Attorney Fee Amount and/or Cost Amount. The Settlement Administrator may purchase an annuity to utilize U.S. treasuries and bonds or other attorney fee deferral vehicles for PAGA Counsel. The Settlement Administrator will pay the Attorney Fee Amount and Cost Amount using applicable IRS Form 1099. PAGA Counsel assume full responsibility and liability for any and all taxes owed on the Attorney Fee Amount and Cost Amount, hold Defendant harmless, and shall indemnify Defendant from any dispute or controversy regarding any division or sharing of any of the Attorney Fee Amount or Cost Amount. If the Court approves an Attorney Fee Amount and/or Cost Amount less than the amounts requested, the Settlement Administrator will allocate the remainder to the PAGA Penalties Fund.
- b. To Plaintiff: Enhancement Payment not to exceed \$10,000 to Plaintiff in exchange for a general release of all known and unknown claims against Defendant and Released Parties and for the time and effort dedicated to prosecuting the Action. Defendant will not oppose a request for Enhancement Payment consistent with terms herein. An IRS Form 1099 will be issued with respect to the Enhancement Payment. If the Court approves Enhancement Payment less than the amount requested, the Settlement Administrator will allocate the remainder to the PAGA Penalties Fund.
- c. To Settlement Administrator: Administration Costs not to exceed \$5,000 unless there is a showing of good cause. If the Administration Costs are less or the Court approves payment less than the amount requested, the Settlement Administrator will allocate the remainder to the PAGA Penalties Fund.
- d. To LWDA and Aggrieved Employees: Seventy-five percent (75%) of the PAGA Penalties Fund will be paid to the LWDA as the LWDA PAGA Payment, and twenty-five percent (25%) of the PAGA Penalties Fund will be distributed to Aggrieved Employees as the Individual PAGA Payments.
 - i. The Settlement Administrator will calculate each Individual PAGA Payment by: (1) dividing the total amount of the PAGA Penalties Fund allocated for distribution to the Aggrieved Employees by the total number of PAGA Pay Periods of all Aggrieved Employees during the PAGA Period; and (2) multiplying the result by each Aggrieved Employee's PAGA Pay Periods during the PAGA Period. The Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payments. The Settlement

Administrator will report the Individual PAGA Payments on IRS Form 1099.

IV. SETTLEMENT FUNDING AND PAYMENTS

1. Aggrieved Employee Pay Periods. Based on its records, Defendant estimates there are 263 Aggrieved Employees who worked a total of 7,874 PAGA Pay Periods.
2. Aggrieved Employee Data. Within seven (7) calendar days after the Effective Date, Defendant will deliver the Aggrieved Employee Data to the Settlement Administrator in the form of a Microsoft Excel spreadsheet. The Settlement Administrator will maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement, and restrict access to the Aggrieved Employee Data to the Settlement Administrator's 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 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 Settlement 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.
3. Funding of the Gross Settlement Amount. Within fourteen (14) calendar days after the Effective Date, Defendant shall fund the Gross Settlement Amount by transmitting the funds to the Settlement Administrator.
4. Disbursement of Payments. Within fourteen (14) calendar days after the funding of the Gross Settlement Amount, the Settlement Administrator will issue checks for the Attorney Fee Amount, Cost Amount, Enhancement Payment, Administration Costs, LWDA PAGA Payment, and Individual PAGA Payments. The disbursement of the Attorney Fee Amount, Cost Amount, and Enhancement Payment shall not precede disbursement of Individual PAGA Payments.
 - a. The Settlement Administrator will issue checks for 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 calendar days after the date of mailing) when the check will be voided. The Settlement Administrator will cancel all checks not cashed within one hundred eighty (180) calendar days after the date of mailing. Before mailing any checks, the Settlement Administrator will update the recipients' mailing addresses using the NCOA.

- b. The Settlement Administrator will conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within seven (7) calendar days of receiving a returned check, the Settlement Administrator must remail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Settlement Administrator will not take further steps to deliver checks to Aggrieved Employees whose remailed checks are returned as undelivered. The Settlement Administrator shall send a replacement check to any Aggrieved Employee whose original check was lost or misplaced prior to the void date.
- c. All checks mailed to Aggrieved Employees will be valid for one hundred eighty (180) calendar days after their mailing. Afterwards, the uncashed settlement checks will be cancelled. The funds associated with such cancelled checks, plus any interest, if any, that has accrued thereon, will be distributed to State Controller's Office Unclaimed Property Division in the name of the Aggrieved Employees.
- d. The payment of Individual PAGA Payments shall not oblige Defendant to confer any additional benefits or make any additional payments to the Aggrieved Employees (*e.g.*, 401(k) contributions, bonuses) beyond those specified in this Agreement.

V. **RELEASES OF CLAIMS.** Effective on the date when Defendant funds the entire Gross Settlement Amount, Plaintiff and State of California will release claims against all Released Parties as follows:

- 1. **Plaintiff's General Release and Waiver of Rights Under Civil Code Section 1542.** Plaintiff and his former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally release and discharge the Released Parties from all claims, transactions, or occurrences that occurred during the PAGA Period, including, but not limited to, all claims that were, or could have been, alleged based on the facts contained in the Operative Complaint and PAGA Notice ("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 Class Period. Plaintiff acknowledges that he may discover facts or law different from, or in addition to, the facts or law Plaintiff now knows or believes to be true but agree that Plaintiff's Release shall remain effective in all respects, notwithstanding such different or additional facts or discovery of them.

For purposes of this general release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of Civil Code section 1542, which provides:

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.

2. PAGA Release. Plaintiff, individually and in his capacity as private attorneys general proxy or agent of the State of California, and State of California fully and finally release and discharge the Released Parties from all claims under PAGA. This release includes all claims described in the PAGA Notice and only to the extent that these claims were alleged in the Operative Complaint. This release also includes violation of Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802.

VI. MOTION FOR APPROVAL OF SETTLEMENT. The Parties will prepare and file a motion for approval of this Settlement, approving and incorporating by reference the terms and conditions of the Agreement following the funding of the Gross Settlement Amount by Defendant and payments from the Gross Settlement Amount to the appropriate persons and entities by the Settlement Administrator.

1. Plaintiff's Responsibilities. Plaintiff will prepare all documents necessary for obtaining approval of this Settlement. This includes: (a) draft of the order granting approval of Settlement and entering judgment; (b) motion for approval of the Settlement and supporting declaration(s); (c) signed declaration from PAGA Counsel attesting to their timely transmission of all necessary PAGA documents to the LWDA; and (d) signed declaration from the Settlement Administrator attaching its "not to exceed" bid for administering the Settlement, describing its experience with settlement administration, and explaining how its fees were calculated.
2. Counsel's Responsibilities. PAGA Counsel is responsible for expeditiously finalizing and filing the motion for approval of this Settlement, 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 Approval Order to the Settlement Administrator.
3. Duty to Cooperate. If the Parties disagree on any aspect of the motion for approval of this Settlement and/or supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person, via email, 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, via email, or by telephone, and in good faith, to reach an agreement to modify the Agreement and satisfy the Court's concerns.

4. Nullification of Agreement. If the Court does not grant approval of the Settlement based on this Agreement or any agreed-upon modifications thereto: (a) the terms of the Agreement shall be null and void unless the Parties mutually agree to adjust the terms; and (b) none of the Parties will be deemed to have waived any claims, defenses, objections, or arguments with respect to the Action.

VII. SETTLEMENT ADMINISTRATION

1. Selection of Settlement Administrator. The Parties jointly selected a Settlement Administrator and verified that the Settlement Administrator 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 Costs. The Parties and their counsel represent that they have no interest or relationship, financial or otherwise, with the Settlement Administrator other than, potentially, a professional relationship arising out of prior experiences administering settlements.
2. Employer Identification Number. The Settlement 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.
3. Qualified Settlement Fund. The Settlement Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
4. Transmittal of Notice of Settlement to Aggrieved Employees. The Settlement Administrator shall provide notice to Aggrieved Employees by mailing them the Notice of Settlement to Aggrieved Employees approved by the Court. The Notice of Settlement to Aggrieved Employees shall include each Aggrieved Employee's settlement check mailed alongside it.
5. Duties of the Settlement Administrator. The Settlement Administrator has a duty to perform or observe all tasks to be performed or observed by the Settlement Administrator contained in this Agreement. These duties include, among others: (a) preparing and mailing the Notice of Settlement to Aggrieved Employees; (b) establishing a QSF; (c) calculating and distributing the payments indicated in this Agreement; (d) handling all required state and federal tax withholding and reporting related thereto to the extent necessary; (e) issuing all appropriate tax forms to

Plaintiff, PAGA Counsel, Aggrieved Employees, and LWDA resulting from the settlement payments; and (f) providing a declaration of compliance following the administration of this Settlement.

VIII. ESCALATOR CLAUSE. If it is determined that the number of PAGA Pay Periods through the PAGA Period exceeds 7.5% or more of 7,874 (*i.e.*, more than 8,465 PAGA Pay Periods), then at Defendant's option, either the: (1) Gross Settlement Amount shall increase proportionally over the 7.5% increase (*i.e.*, if the number of PAGA Pay Periods increases by 8.5%, the Gross Settlement Amount will increase by 1%); or (2) PAGA Period shall end as of the date the number of PAGA Pay Periods within the PAGA Period reaches 8,465 PAGA Pay Periods.

IX. CONTINUING JURISDICTION OF THE COURT. The Parties agree that after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and Settlement for purposes of: (1) enforcing this Agreement and/or Judgment; (2) addressing settlement administration; and (3) addressing such post-Judgment matters as are permitted by law.

1. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, the Parties and their counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, 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 Penalties Fund.

X. ADDITIONAL PROVISIONS

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 PAGA Notice and/or Operative Complaint have merit or that Defendant has any liability for any claims asserted therein. Nothing mentioned herein should 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 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 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).

2. No Publicity. Plaintiff and PAGA Counsel agree not to disclose or publicize the Settlement, including the fact of the Settlement, its terms or contents, and the negotiations underlying the Settlement, in any manner or form, directly or indirectly, to any person or entity, except as may be strictly required to effectuate the terms of the Settlement. This includes Plaintiff and PAGA Counsel's agreement not to issue press releases, communicate with, or respond to any media or publication entities, publish information in manner or form, whether printed or electronic, on any medium or otherwise communicate, whether by print, video, recording or any other medium, with any person or entity concerning the Settlement, including the fact of the Settlement, its terms or contents and the negotiations underlying the Settlement, except as shall be contractually required to effectuate the terms of the Settlement.
3. Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by the Parties 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.
4. No Prior Assignments. The Parties 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.
5. Acknowledgment that Settlement is Fair, Adequate, and Reasonable. The Parties believe that this Settlement is a fair, adequate, and reasonable settlement of this Action and have arrived at this Settlement after extensive, non-collusive arms-length negotiations, considering all relevant factors, present and potential.
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.
7. Integrated Agreement. Upon execution by 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 of the Parties.
8. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. If 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. Cooperation. The Parties agree to cooperate and take all steps necessary and appropriate to consummate this Settlement and to obtain a final Judgment on the terms provided herein or any modified Agreement as agreed to by the Parties.
10. Good Faith Negotiations. The Parties to this Agreement agree that it reflects their good faith compromise of the claims raised based upon their assessment of the mutual risks and costs of further litigation and assessments of their counsel.
11. Cooperation in Drafting. The Parties cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any of the Parties on the basis the Parties were the drafter or participated in the drafting.
12. Warranty By Plaintiff. Plaintiff represents and warrants that he has not filed and will not file any other lawsuit, administrative claim or action, arbitration, demand, or other action of any kind against Defendant or Released Parties.
13. 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 and their representatives and approved by the Court.
14. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
15. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California, without regard to conflict of law principles.
16. Headings. The descriptive heading of any section of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
17. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
18. Recitals. The Recitals set forth herein are hereby incorporated into and made a part of the Agreement.
19. 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 U.S. mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

JUSTICE LAW CORPORATION

Douglas Han
Shunt Tatavos-Gharajeh
Talía Lux
751 North Fair Oaks Avenue, Suite 101
Pasadena, California 91103
Telephone: (818) 230-7502
Facsimile: (818) 230-7259
dhan@justicelawcorp.com
statavos@justicelawcorp.com
tlux@justicelawcorp.com

To Defendant:

FISHER & PHILLIPS LLP

John A. Mavros
Andrew C. Crane
Ashley N. Pham
2050 Main Street, Suite 1000
Irvine, CA 92614
Telephone: (949) 851-2424
Facsimile: (949) 851-0152
jmavros@fisherphillips.com
acrane@fisherphillips.com
apham@fisherphillips.com

20. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically, or email that 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.
21. Stay of Litigation. Upon the execution of this Agreement, the Parties agree that the litigation shall be stayed, except to effectuate the terms of this Agreement. Pursuant to Code of Civil Procedure section 583.330, the Parties agree to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

XI. EXECUTION BY PARTIES AND COUNSEL

Dated: 03/25/2025

Jonathon Barcenas

By: 

Dated: March 25, 2025

Justice Law Corporation [Approving as to Form Only]

By: 
Douglas Han, Esq.
Shunt Tatavos-Gharajeh, Esq.
Talia Lux, Esq.
Attorneys for Plaintiff

Dated: _____

The Garmon Corporation

By: _____
On behalf of The Garmon Corporation

Dated: 3/25/2025

Fisher & Phillips LLP [Approving as to Form Only]

By: 
John A. Mavros, Esq.
Andrew C. Crane, Esq.
Ashley N. Pham, Esq.
Attorneys for Defendant

XI. EXECUTION BY PARTIES AND COUNSEL

Dated: _____

Jonathon Barcenas

By: _____

Dated: _____

Justice Law Corporation [Approving as to Form Only]

By: _____

Douglas Han, Esq.

Shunt Tatavos-Gharajeh, Esq.

Talia Lux, Esq.

Attorneys for Plaintiff

Dated: 03/25/25 _____

The Garmon Corporation

By: *Kimberly Reid*
Kimberly Reid (Mar 25, 2025 21:49 PDT)

On behalf of The Garmon Corporation

Dated: _____

Fisher & Phillips LLP [Approving as to Form Only]

By: _____

John A. Mavros, Esq.

Andrew C. Crane, Esq.

Ashley N. Pham, Esq.

Attorneys for Defendant

PAGA Settlement Agreement

Final Audit Report

2025-03-26

Created:	2025-03-25
By:	Jennifer Gonzales (jgonzales@fisherphillips.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA0C174URmbABIFhJLyjy4TdIEE3TRpNTe

"PAGA Settlement Agreement" History

 Document created by Jennifer Gonzales (jgonzales@fisherphillips.com)
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 Document emailed to Kim Reid (kimr@naturvet.com) for signature
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 Signer Kim Reid (kimr@naturvet.com) entered name at signing as Kimberly Reid
2025-03-26 - 4:49:56 AM GMT

 Document e-signed by Kimberly Reid (kimr@naturvet.com)
Signature Date: 2025-03-26 - 4:49:58 AM GMT - Time Source: server

 Agreement completed.
2025-03-26 - 4:49:58 AM GMT

EXHIBIT A

NOTICE OF SETTLEMENT TO AGGRIEVED EMPLOYEES

Barcnas v. The Garmon Corporation
Superior Court of California, County of Riverside
Case No. CVRI2306594

Dear [Aggrieved Employee's Name]:

Enclosed with this letter is a settlement check being paid to you pursuant to the settlement of the lawsuit filed in the Superior Court of California, County of Riverside, entitled *Barcnas v. The Garmon Corporation*, Case Number CVRI2306594 ("Action"). The purpose of this letter is to provide you with basic information about the Action, the reasons why you are receiving the enclosed settlement check, and the effect of the settlement on your legal rights.

I. The Action

Plaintiff Jonathon Barcnas ("Plaintiff"), a former employee of Defendant The Garmon Corporation ("Defendant") commenced this Action by filing a complaint pursuant to Labor Code section 2698 (Private Attorneys General Act of 2004 ("PAGA")) in the Superior Court of California, County of Riverside ("Operative Complaint") on behalf of the State of California and all current and former non-exempt or hourly-paid employees of Defendant within the State of California at any time during the period from October 2, 2022, through March 16, 2025 ("Aggrieved Employees" and "PAGA Period").

Plaintiff claimed that Defendant owed civil penalties under PAGA to Plaintiff and the Aggrieved Employees for alleged violations of the Labor Code. Defendant that denies it violated the Labor Code, denies the allegations in the Operative Complaint, and denies all liability under PAGA to Plaintiff, Aggrieved Employees, and State of California.

The merits of the Action have not been determined. On [REDACTED], the Superior Court of California, County of Riverside, approved a settlement of the Action that Defendant entered to avoid the costs and disruption of litigation.

II. Why the Settlement Check Is Being Sent to You

The settlement approved by the Superior Court of California, County of Riverside, on [REDACTED] involves a payment of civil penalties. In accordance with PAGA, seventy-five percent (75%) of the civil penalties paid under the settlement goes to the California Labor Workforce Development Agency. The remaining twenty-five percent (25%) of the civil penalties paid under the settlement will be distributed to all Aggrieved Employees. The enclosed check is being sent to you because you have been identified as an Aggrieved Employee.

III. How the Amount of Your Settlement Check Was Determined

The enclosed settlement check was calculated based on the total number of pay periods you worked for Defendant within the State of California as a non-exempt or hourly-paid employee during the PAGA Period relative to all other Aggrieved Employees. Your settlement check will remain negotiable for one hundred eighty (180) calendar days after its mailing.

IV. Consequences of the Settlement

The Action was filed exclusively as a representative action under PAGA, which functions as a substitute for an enforcement action by the State of California.

The Court's order and judgment approving the settlement of the Action binds all persons, including nonparty employees, who would be bound by a judgment in an action brought by the State of California. As a result, although you are not a "party" to the Action, the judgment entered upon settlement of the Action is binding on you with respect to any claims for civil penalties under PAGA encompassed by the settlement. That is true regardless of whether you choose to cash, deposit, or negotiate the enclosed settlement check.

V. Taxation of Your Settlement Check

You will be issued an IRS Form 1099 in connection with the funds paid to you via the enclosed settlement check. You are solely responsible for all tax obligations attributable to you that may arise as a result of receiving the settlement check. If you have any tax-related questions regarding your receipt of the enclosed settlement check, you should direct them your own tax advisor.

VI. Where to Get More Information

Do not call or contact the Superior Court of California, County of Riverside, about this letter, settlement, settlement check sent to you, or Action in general. If you have questions about this letter, settlement, settlement check sent to you, or Action in general, you may contact Phoenix Class Action Administration Solutions, the Settlement Administrator, at [REDACTED].

Dated: **INSERT DATE**

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I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is manderson@justicelawcorp.com

PAGA SETTLEMENT AGREEMENT

for the following case:

LWDA/Court Case No.: **Barcnas v. The Garmon Corporation
LWDA Case No.: CM-985021-23
Court Case No.: CVRI2306594
Riverside County Superior Court**

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Moini Andersen

Mariah Anderson