

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is made by and between plaintiff Benjamin Steidl (“Plaintiff”) and defendant Z3 Plumbing Corp. (“Z3” or “Defendant”). The Agreement refers to Plaintiff and Z3 collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s PAGA lawsuit alleging wage and hour violations against Z3 captioned *Benjamin Steidl v. Z3 Plumbing Corp.*, Case No. 30-2023-01365173, initiated on November 29, 2023, and pending in Superior Court of the State of California, County of Orange.
- 1.2. “Administrator” means Phoenix Settlement Administrators, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.
- 1.4. “Aggrieved Employee” means a person employed by Z3 in California and classified as a non-exempt or hourly-paid employee who worked for Z3 during the PAGA Period.
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Z3’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 missing or inaccurate Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, and skip traces.
- 1.7. “Court” means the Superior Court of California, County of Orange.
- 1.8. “Defense Counsel” means JoLynn M. Scharrer of Hunt Ortmann Palffy Nieves Darling & Mah, Inc.
- 1.9. “Effective Date” means the date by when the Court enters an Order Approving the PAGA Settlement.
- 1.10. “Gross Settlement Amount” means \$75,000.00 which is the total amount Z3 agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Representative Service Award, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator’s Expenses Payment. Z3

will pay \$32,500.00 to the administrator within 30 days of the Effective Date, \$32,500.00 within 60 days of the Effective Date, and \$10,000.00 within 90 days of the Effective Date.

- 1.11. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.12. “Order” means the Order entered by the Court approving the settlement.
- 1.13. “LWDA” means the California Labor and Workforce Development Agency.
- 1.14. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code § 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 Representative Service Award, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments and the LWDA PAGA Payment.
- 1.16. “PAGA Counsel” means Tyler Woods, James Yoo, Ruby Carrera, Kendall MacRostie, Alan Wilcox, and Bradford Smith of Wilshire Law Firm, PLC, 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 Z3 for at least one day during the PAGA Period.
- 1.19. “PAGA Period” means the period from November 22, 2022, to December 31, 2024.
- 1.20. “PAGA Representative Service Award” means the payment to Plaintiff for initiating the Action and providing services in support of the Action.
- 1.21. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.22. “PAGA Notice” means Plaintiff’s November 22, 2023, letter to Z3 and the LWDA providing notice pursuant to Labor Code § 2699.3, subd. (a).
- 1.23. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to LWDA in settlement of PAGA claims.

- 1.24. "Plaintiff" means Benjamin Steidl, the named plaintiff in the Action.
- 1.25. Released PAGA Claims" means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5 below.
- 1.26. "Released Parties" means: Z3 and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.
- 1.27. "Settlement" means the disposition of the Action effected by this Agreement.
- 1.28. "Z3" or "Defendant" means named Defendant Z3 Plumbing Corp.

2. RECITALS.

- 2.1. On November 29, 2023, Plaintiff filed a Complaint alleging a cause of action against Z3 for civil penalties under the PAGA for Z3's alleged failure to pay for all hours worked (minimum, straight time, and overtime wages), failure to provide legally compliant meal periods, failure to authorize and permit rest periods, failure to timely pay final wages at termination, failure to furnish accurate itemized wage statements, and failure to indemnify for necessary business expenditures. Z3 denies the allegations in the Complaint, denies any failure to comply with the laws identified in in the Complaint and denies any and all liability for the causes of action alleged.
- 2.2. Pursuant to Labor Code § 2699.3, subd. (a), Plaintiff gave timely written notice to Z3 and the LWDA by sending the PAGA Notice.
- 2.3. On October 10, 2024, the Parties participated in an all-day mediation which led to this Agreement to settle the Action.
- 2.4. Prior to mediation, Plaintiff obtained, through informal discovery, a sampling of time and pay records for the Aggrieved Employees, as well as documents that described Z3's policies and procedures during the PAGA Period.
- 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. Except as otherwise provided by Paragraph 8 below, Z3 promises to pay \$75,000.00 and no more as the Gross Settlement Amount. Z3 will pay \$32,500.00 to the administrator within 30 days of the Effective Date, \$32,500.00 within 60 days of the Effective Date, and \$10,000.00 within 90 days of the Effective Date. Z3 has no obligation to pay the Gross Settlement Amount prior to the deadline

stated in 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 Z3.

- 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 Order:

3.2.1. To PAGA Representative Plaintiff: PAGA Representative Service Award to Plaintiff of not more than \$5,000.00 (in addition to any Individual PAGA Payment the Plaintiff is entitled to receive as an Aggrieved Employee. Z3 will not oppose Plaintiff's request for a PAGA Representative Service Award that does not exceed this amount. If the Court approves a PAGA Representative Service Award less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the PAGA Representative Service Award using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the PAGA Representative Service Award and holds Z3 harmless, and indemnifies Z3, from any dispute or controversy regarding any tax liability.

3.2.2. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one third (1/3) of the Gross Settlement Amount which is currently estimated to be \$25,000.00 and PAGA Counsel Litigation Expenses Payment of not more than \$18,000.00. Z3 will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion of 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 Z3 harmless, and indemnifies Z3, from any dispute or controversy regarding any division or sharing of any of these Payments or for tax liability, including paying all of Z3's reasonable attorney's fees and costs of defending any claim, administrative proceeding or lawsuit with defense counsel that Z3 consents to, which consent shall not be unreasonably withheld.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$_____ 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 \$10,000.00, the Administrator will retain the remainder in the

Net Settlement Amount.

3.2.4. To the LWDA and Aggrieved Employees: 75% of the Net Settlement Amount shall be paid to the LWDA and 25% of the Net Settlement Amount (i.e., the Individual PAGA Payment) shall be paid to the Aggrieved Employees.

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

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

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, Z3 estimates there are 70 Aggrieved Employees who worked a total 1481 Pay Periods (or 2962 work weeks).

4.2. Aggrieved Employee Data. Within 14 days of the Order, Z3 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. Z3 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 Z3 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. Z3 shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator as set forth above in paragraph 3.1.

4.4. Payments from the Gross Settlement Amount. Within 14 days after Z3 fully funds the Gross Settlement Amount, the Administrator will mail checks for all PAGA

Representative Service Award, Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Expenses Payment, and PAGA Counsel Litigation Expenses Payment. Disbursement of 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 Justice Gap Fund.
- 4.4.4. The payment of Individual PAGA Payments shall not obligate Z3 to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses).

5. RELEASES OF CLAIMS. Effective on the date when Z3 fully funds the entire Gross Settlement Amount, Plaintiff and PAGA Counsel release claims against all Released Parties as follows:

- 5.1. Plaintiff's Release. Plaintiff and his or her respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the PAGA Period and through the Effective Date, including, but not limited to: all claims that were, or reasonably could have been, alleged, based on the facts contained in the Complaint and the PAGA Notice ("Plaintiff's Release"). The release specifically includes, without limitation cause of action against Z3 for civil penalties under the PAGA for Z3's alleged violations of the

California Labor Code and California and federal wage and hour laws during or before the PAGA Period pertaining to the failure to pay for all hours worked (minimum, straight time, and overtime wages), failure to provide legally compliant meal periods, failure to authorize and permit rest periods, failure to timely pay final wages at termination, failure to furnish accurate itemized wage statements, and failure to indemnify for necessary business expenditures. 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 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 Benajmin Steidl individually, and for himself, his heirs or assigns, expressly waives and relinquishes the provisions, rights, and benefits, if any, of Civil Code § 1542, 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 for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Complaint, and the PAGA Notice. The release specifically includes, without limitation cause of action against Z3 for civil penalties under the PAGA for Z3's alleged violations of the California Labor Code and California and federal wage and hour laws during or before the PAGA Period pertaining to the failure to pay for all hours worked (minimum, straight time, and overtime wages), failure to provide legally compliant meal periods, failure to authorize and permit rest periods, failure to timely pay final wages at termination, failure to furnish accurate itemized wage statements, and failure to indemnify for necessary business expenditures..

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. The Plaintiff will prepare and file an application or 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 § 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 §2699.3, subd. (a)), Operative Complaint (Labor Code § 2699, subd. (l)(1)), this Agreement (Labor Code § 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 Declarations, Plaintiff and PAGA Counsel shall warrant 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 are responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement, obtaining a hearing date for a motion for preliminary approval 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 to the Administrator.
- 6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, 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 Phoenix Settlement Administrators to serve as the Administrator and verified that, as a condition of appointment, Phoenix Settlement Administrators 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 § 468B-1.

- 7.4. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE. Based on its records, Z3 estimates that, as of the date of this Settlement Agreement, there are approximately 70 Aggrieved Employees who worked 1481 Pay Periods (or 2962 work weeks) during the PAGA Period. In the event that the actual number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period increases by more than 10% (or 148 PAGA Pay Periods) then Z3 shall increase the Gross Settlement Amount on a proportional basis in excess of ten percent (i.e., if there were an eleven percent (11%) increase in the number of PAGA Pay Periods, then Z3 will increase the Gross Settlement Amount by 1%). In the event Z3 is required to increase the Gross Settlement Amount under this Paragraph, Z3 agrees to fund the remaining balance within 14 days of receiving notice from the Administrator that the actual number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period is more than 10% larger than the estimated 1481 Pay Periods (or 2962 work weeks).

9. CONTINUING JURISDICTION OF THE COURT. The Parties agree that, after entry of the Order, the Court will retain jurisdiction over the Parties, Action, and the Settlement, pursuant to Code of Civil Procedure section 664.6, solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Order matters as are permitted by law.

- 9.1. Waiver of Right to Appeal. Provided the Order 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 the Order, 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 Order, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Order becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10. ADDITIONAL PROVISIONS.

- 10.1. No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Z3 that any of the allegations in the Complaint have merit or that Z3 has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Z3'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, Z3 reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Z3's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

- 10.2. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 10.3. Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Z3, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 10.4. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 10.5. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 10.6. No Tax Advice. Neither Plaintiff, PAGA Counsel, Z3 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 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 Z3 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 30 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 other than records including Plaintiff's data received from Z3 unless, prior to the Administrator's payment of all Settlement Funds, Z3 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:

Tyler Woods (tyler.woods@wilshirelawfirm.com)
 James Yoo (james.yoo@wilshirelawfirm.com)
 Ruby Carrera (ruby.carrera@wilshirelawfirm.com)
 Kendall MacRostie (kendall.macrostie@wilshirelawfirm.com)
 Alan Wilcox (alan.wilcox@wilshirelawfirm.com)
 Bradford Smith (bradford.smith@wilshirelawfirm.com)
 Wilshire Law Firm, PLC
 3055 Wilshire Blvd., 12th Floor

Los Angeles, CA 90010
Telephone: (213) 784-3830
Facsimile: (213) 381-9989

To Defendant:

JoLynn M. Scharrer (scharrer@huntortmann.com)
Hunt Ortmann Palffy Nieves Darling & Mah, Inc.
301 North Lake Avenue, 7th Floor
Pasadena, CA 91101
Telephone: (626) 440-5200
Facsimile: (626) 796-0107

- 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 § 583.330 to extend the date to bring a case to trial under CCP § 583.310 for the entire period of this settlement process.
- 10.18. Binding Agreement. The Parties intend that this Agreement shall be fully enforceable and binding upon all Parties within the provisions of Code of Civil Procedure section 664.6, and that it shall be admissible and subject to disclosure in any proceeding to enforce its terms pursuant to Evidence Code sections 1122(a)(1) and 1123(b), notwithstanding the confidentiality provisions that otherwise might apply under federal or state law. The Parties further agree and intend that the Orange County Superior Court may enforce this Agreement pursuant to Code of Civil Procedure § 664.6.

Dated: 12/4/2025

Signed by:

Benjamin Steidl
Plaintiff

Dated: 12/01/2025


WILSHIRE LAW FIRM, PLC
Tyler Woods
James Yoo
Ruby Carrera
Kendall MacRostie
Alan Wilcox
Bradford Smith
Attorneys for Plaintiff

Dated: _____

By: _____
Title: _____
Z3 PLUMBING CORP.

Dated: _____

HUNT ORTMANN PALFFY NIEVES
DARLING & MAH, INC.
JoLynn M. Scharrer
Attorneys for Defendant

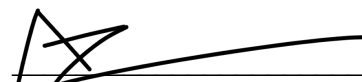
Dated: _____

Benjamin Steidl
Plaintiff

Dated: _____

WILSHIRE LAW FIRM, PLC
Tyler Woods
James Yoo
Ruby Carrera
Kendall MacRostie
Alan Wilcox
Bradford Smith
Attorneys for Plaintiff

Dated: 12.01.25 _____


By: Adam Zeen
Title: President
Z3 PLUMBING CORP.

Dated: 12/05/2025 _____


HUNY ORTMANN PALFFY NIEVES
DARLING & MAH, INC.
JoLynn M. Scharrer
Attorneys for Defendant