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9 Attorneys for Plaintiffs and the Aggrieved Employees

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **FOR THE COUNTY OF ORANGE**

12 DAVID AVILA and DAVID JUAREZ, on
13 behalf of the State of California, as private
14 attorneys general,

15 Plaintiffs,

16 v.

17 BEHR PROCESS CORPORATION, a
18 California Corporation; and DOES 1-50,
inclusive.

19 Defendants.

CASE NO.: 30-2023-01366549-CU-OE-CXC

Assigned to the Hon. William D. Claster

**SUPPLEMENTAL DECLARATION OF
MEHRDAD BOKHOUR IN SUPPORT OF
MOTION TO APPROVE PAGA
SETTLEMENT**

Hearing Information:

Date: January 16, 2026

Time: 9:00 a.m.

Dept.: CX101

1 9. Attached hereto as **Exhibit “B”** is the redline and fully executed copy of the PAGA
2 settlement agreement.

3 10. The notice likewise states that checks not cashed within 180 days will be void and the
4 funds will be sent to the State of California Unclaimed Property Fund in the recipient’s name.

5 ***Interviews of employees other than Plaintiffs***

6 11. Plaintiffs’ counsel did not interview anyone other than Plaintiffs to evaluate the non-
7 record claims, such as off-the-clock and rest break claims. Although Plaintiffs’ counsel did not
8 conduct broad, pre-settlement interviews of additional employees, Plaintiffs provided detailed
9 accounts, and counsel assessed these non-record theories in light of Defendant’s written policies, the
10 sample time and payroll data, and counsel’s experience litigating similar PAGA and wage-and-hour
11 matters. In view of this information, Plaintiffs’ counsel determined that a meaningful but discounted
12 allocation appropriately reflects both the likelihood of prevailing on these claims and the risk of a
13 substantially lower—or no—recovery at trial.

14 ***Size of production and representativeness***

15 12. Defendant produced the entire relevant data set for time and pay records used in the
16 settlement analysis, not a sampling. Because the analysis was performed on the full data set, no
17 sampling methodology was required to ensure representativeness.

18 ***Expert retained and CV***

19 13. Plaintiffs retained Berger Consulting to assist with valuation and analysis. A copy of
20 the consultant’s curriculum vitae is attached as **Exhibit “C”** to the supplemental papers.

21 ***Supplemental claim by claim analysis and valuation***

22 **Expense reimbursement, Labor Code section 2802.**

23 14. The complaint alleged a failure to reimburse necessary business expenses. Plaintiffs
24 assessed this theory through interviews and review of produced policies and payroll records. The key
25 litigation risks were that reimbursable expenses varied materially by role and work assignment,
26 reimbursement often depended on whether an employee incurred an expense and submitted it through
27 established channels, and the evidence did not support a uniform practice that would drive substantial
28 PAGA penalties on a widespread basis during the PAGA Period. Defendant also maintained that it

1 had reimbursement procedures and that employees were reimbursed when expenses were properly
2 submitted. In light of these individualized issues and Defendant's defenses, Plaintiffs did not assign
3 substantial independent settlement value to this claim.

4 **Paid sick leave rate and sick leave notice issues**

5 15. The complaint alleged sick pay violations, including the possibility that the regular rate
6 used for sick pay did not account for all required remuneration. Plaintiffs evaluated this theory largely
7 as derivative of the disputed regular rate theory described in the motion. Defendant disputed that any
8 systemic underpayment occurred and contended its sick pay calculations complied with applicable
9 law. Given the derivative nature of this theory, the evidentiary disputes, and the likelihood that any
10 issues would be limited and subject to penalty reduction, Plaintiffs did not treat this as a primary
11 driver of civil penalties separate from the regular rate analysis already addressed.

12 **Payroll records and personnel files**

13 16. The complaint alleged failures relating to payroll records and personnel file
14 maintenance. Plaintiffs assessed these theories based on the records produced and the parties'
15 exchanges regarding the form and completeness of the data. Defendant contended it maintained
16 required records and that any alleged deficiency would be technical, non-systemic, or not penalty-
17 generating at a meaningful scale. Plaintiffs recognized additional litigation risk because remedies and
18 penalties for recordkeeping and access related issues depend on the specific nature of any deficiency,
19 whether a request was made, and whether the employer timely complied, all of which can vary
20 materially by person and by event. Plaintiffs, therefore, did not assign significant independent
21 settlement value to these claims beyond their role in informing overall litigation risk.

22 **Vested vacation**

23 17. To the extent the complaint alleged issues concerning vested vacation or final pay
24 components beyond the wage and premium theories already discussed, Plaintiffs evaluated those
25 theories as dependent on individualized employment histories, accrual rules, separation
26 circumstances, and payroll processing details. Defendant disputed any systemic failure. Given that
27 PAGA civil penalties would require proof of Labor Code predicate violations on a broad basis and
28 the individualized nature of these issues, Plaintiffs did not treat these theories as primary penalty

1 drivers.

2 **Alternate workweek scheduling, unlawful deductions, and unlawful agreements or**
3 **waivers**

4 18. The complaint referenced alternate workweek scheduling and related theories,
5 unlawful deductions, and unlawful agreements or waivers. Plaintiffs considered these allegations in
6 light of the information exchanged and the absence of evidence establishing a uniform, companywide
7 practice during the PAGA Period that would support substantial PAGA penalties. Defendant
8 maintained that any scheduling practices were lawful, that wages were paid without unlawful
9 deductions, and that no unlawful waiver practice existed. Plaintiffs also recognized that these theories
10 would likely require individualized proof concerning schedules, authorizations, and the specific
11 circumstances of any alleged deduction or agreement. These risks supported a conclusion that these
12 claims carried minimal independent settlement value.

13 **Criminal history inquiry allegations**

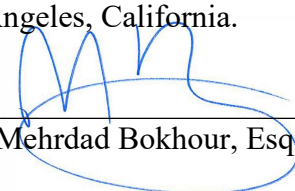
14 19. The complaint included allegations regarding criminal history inquiries. Plaintiffs
15 assessed this theory as presenting substantial risk as a PAGA predicate because it turns on specific
16 hiring interactions, forms used at particular times, and the circumstances of individualized applicant
17 or employee experiences. Defendant disputed any noncompliance. Based on these proof issues and
18 defenses, Plaintiffs did not assign material independent settlement value to this theory as Plaintiffs
19 determined that the evidence did not support assigning material independent settlement value to those
20 allegations.

21 ***Draft notice and language***

22 20. Attached hereto as **Exhibit “D”** is the draft notice letter for the Court’s review and
23 approval.

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

26 Executed this 6th day of January 2026, at Los Angeles, California.

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28 _____
Mehrdad Bokhour, Esq.

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EXHIBIT “A”

REDACTED INDIVIDUAL SETTLEMENT AGREEMENT

[SEE ATTACHED]

CONFIDENTIAL SETTLEMENT AGREEMENT

This Confidential Settlement Release Agreement (“Agreement”) is made and entered into by David Avila (“Plaintiff”), on the one hand, and Behr Process LLC (formerly Behr Process Corporation) (“Defendant” or “Behr”) on the other hand (hereinafter collectively “the Parties”), with reference to the following facts:

A. On December 8, 2023, Plaintiff filed a Class Action Complaint alleging various wage and hour violations against Defendant. Plaintiff alleged that Defendant failed to properly pay Plaintiff for all hours worked; failed to properly provide or compensate minimum and overtime wages; failed to provide timely and complete meal and rest breaks; failed to pay meal and rest period premiums; failed to timely pay wages; failed to issue compliant wage statements; failed to reimburse all business expenses; and failed to timely pay all final wages upon separation of employment (Orange County Superior Court Case No. 30-2023-01366549.) On February 23, 2024, Plaintiff filed a First Amended Complaint dismissing his class claims and alleging one claim for civil penalties under the Private Attorneys General Act for the same alleged wage and hour violations (the “Action”).

B. On January 8, 2025, Plaintiff participated in mediation with Defendant and agreed to settle all claims against Defendant.

C. Defendant denies all of Plaintiff’s allegations and denies that it has any legal or equitable responsibility for the damages, wages, or penalties alleged by Plaintiff.

D. By this agreement, Plaintiff and Defendant desire to fully and finally compromise, settle and release all claims arising out of and related to Plaintiff’s employment with Defendant, and any and all other lawsuits, actions, causes of action and claims, whether in law or equity, grievances, debts, liens, contracts, agreements, promises, demands, liabilities, obligations, suits,

1. Payment of Money

[illegible]

Page 2 of 13

and/or employment and/or Plaintiff's separation of employment with Defendant. With the exception of Defendant's obligations under this Agreement, Plaintiff, for himself and his heirs, family members, executors, administrators, successors, attorneys, agents, representatives, and assigns, hereby fully and forever release and discharge (a) Defendant and any direct or indirect parents corporations, subsidiaries, divisions, affiliates, and related entities of Defendant; (b) any predecessors, successors, or assigns of any of the foregoing (a); and (c) any past, present or future employees, officers, directors, affiliates, partners, joint venturers, coventurers, licensors, licensees, lessors, principals, members, managers, managing agents, agents, attorneys, landlords, accountants, insurers, reinsurers, shareholders, investment bankers, trustees, representatives, administrators, employee benefit plans and plan fiduciaries, fiduciaries, heirs, subrogees, transferees, and executors of any of the foregoing (a)-(b) in his, her, their, or its capacity as such, and all other persons, firms, corporations, associations, partnerships, or entities having any legal relationship to each other (collectively, "Released Parties") of and from any and all claims, demands, causes of action, charges and grievances, of whatever kind or nature, whether known or unknown, suspected or unsuspected, which Plaintiff now owns or holds or has at any time before this date owned or held against Defendant, or any of the Released Parties, including, but not limited to, any and all claims: (1) which arose out of or are in any way connected with Plaintiff's employment with Defendant or Plaintiff's separation therefrom; (2) which are related to or concern any law, including, but not limited to, discrimination, harassment, and retaliation under local, state or federal law based on age, sex, race, color, national origin, religion, disability status, or any other category protected by any such law including, but not limited to, Federal and State Civil Rights Statutes; wrongful termination, breach of express and implied-in-fact contract, breach of the covenant of good faith and fair dealing, intentional and negligent infliction of emotional distress,

defamation and self-compelled defamation, invasion of privacy, breach of employment contract, fraud or negligent misrepresentation, assault, battery, intentional interference with contractual relations and prospective economic advantage, violation of public policy, and other torts; failure to pay wages, overtime, meals and rest breaks, penalties, interest, severance pay, commissions, bonuses, sick leave, holiday pay, vacation pay, either individually or as part of a class action, collective action, and/or representative action; (3) violation of California *Business and Professions Code* section 17200, et seq., and/or the California *Labor Code*, including *Labor Code* section 1102.5; the California Fair Employment and Housing Act; and the California Industrial Welfare Commission Wage Orders; violation of the CFRA or the FMLA or any other local, state, or federal leave statute, or (4) which arose out of or are in any way connected with any transactions, occurrences, acts, omissions, loss, damage or injury whatsoever resulting from any act committed or omission made prior to the date of this Agreement ("Released Claims"). The Released Claims do not include Plaintiff's representative claim for Civil Penalties under Private Attorneys General Act (Cal. Labor Code § 2699, claims arising after execution of this Agreement, or any claims which, by operation of law, cannot be waived, including claims for workers' compensation benefits or government-provided unemployment benefits ("Excluded Claims").

It is Plaintiff's intention that Plaintiff's execution of this Agreement and Defendant's payment of the Settlement Sum will forever bar every claim, demand, cause of action, charge and grievance, other than the Excluded Claims, against Defendant and Released Parties existing at any time prior to and through the date of execution of this Agreement, including, but not limited to, any and all claims made by Plaintiff pursuant to the above-entitled Action (*David Avila v. Behr Process Corp.* (Orange County Superior Court Case No. 30-2023-01366549)).

Because this is Plaintiff's intention, Plaintiff expressly waives any and all rights and benefits conferred upon Plaintiff by the provisions of Section 1542 of the California *Civil Code*. Section 1542 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.

It is understood and agreed by Plaintiff that this Release expressly includes settlement of Plaintiff's claims, if any, for employment termination and/or retaliation and/or willful misconduct, and therefore, expressly precludes him from filing any additional petitions for supplemental benefits under California *Labor Code* sections 132(a) and 4553. Plaintiff understands and agrees that Plaintiff shall not file such a petition in any Workers' Compensation proceeding for alleged retaliation or serious and willful misconduct and Plaintiff expressly agrees that Plaintiff shall in any Compromise and Release entered in any Workers' Compensation proceeding, provide for the compromise and release of any and all claims against Defendant and Released Parties under California *Labor Code* sections 132(a) and 4553.

Plaintiff understands that the general release does not release any claims that he cannot lawfully release. Plaintiff represents that he has not filed any action, claim, charge, or complaint other than what is referenced in the recitals above against Defendant, or any other Released Party, with any local, state, or federal agency or court, except with regard to any pending Workers' Compensation claims.

To the fullest extent permitted by law, Plaintiff agrees that he will not institute or initiate any action, administrative action, grievance, or other suit against Defendant or Released Parties with any state, federal, or local court or agency or other tribunal related to claims released through

this Agreement. This provision shall not affect or interfere with Plaintiff's right to file a charge with the Equal Employment Opportunity Commission or participate, cooperate, or assist in an investigation or proceeding conducted by any federal or state enforcement agency; but Plaintiff knowingly and voluntarily waives the right to any form of recovery or compensation in any such action arising from or related to Plaintiff's employment with Defendant.

In the event that Plaintiff is a party to, or is a member of a class that institutes any claim or action against the Released Parties arising from conduct which predates this Agreement, Plaintiff agrees that his claims shall be dismissed or class membership terminated immediately upon presentation of this Agreement, and Plaintiff shall promptly execute any papers necessary to achieve this end.

3. Neutral Reference

Plaintiff shall direct any and all reference requests from prospective employers to Defendant's People Services department, which shall only report Plaintiff's dates of employment and position(s) held and shall state this information is being provided in accordance with company policy. Representations made by any other individuals will not be deemed a statement made by Defendant and will not constitute a breach of this provision.

4. Confidentiality

a. Plaintiff hereby states, represents, warrants, and agrees that the terms and conditions of this Agreement and each and every document and communication regarding this Agreement, including, but not limited to, the fact of and the amount of the payment required herein, are strictly confidential. Plaintiff agrees that he will not seek nor promote publicity nor cooperate in any efforts to promote or publicize any of the terms or conditions of this Agreement, including, but not limited to, the fact of and the amount of any of the payments required herein.

b. Plaintiff further agrees that, except as provided in this paragraph, he will not: (1) communicate, discuss, disclose, disseminate, or publish the amount of the settlement sum, or (2) communicate, discuss, disclose, disseminate, or publish the fact that he has received a payment in any amount as a result of this Agreement. Upon inquiry, Plaintiff shall respond in substance by stating only that “this matter has been resolved.” Plaintiff expressly agrees that he has received full and fair consideration for the promises made in this Agreement if compelled by order of the court or subpoena (after written notice to Defendant) or as otherwise required by law.

c. Plaintiff may communicate only the terms and conditions of this Agreement to his legal counsel, spouse, tax advisors and accountants, provided that he first advise them of the confidentiality provisions of this Agreement and secures their agreement not to communicate, discuss, disclose, disseminate, or publish the terms and conditions of this Agreement. If ordered by the Court to do so, Plaintiff may disclose the terms and conditions of this Agreement for purposes of, and only to the extent necessary to, obtaining the Court’s approval of the settlement of PAGA claims in the Avila Action.

Plaintiff also agrees that he will not hereafter file, or cause to be filed, or otherwise voluntarily participate in the filing, investigation and/or prosecution of any other charges, complaints, petitions or accusatory pleadings brought by any other person in any court or with any governmental agency in which Defendant or any other party released herein is named as a Defendant or responding party, and will not testify unless compelled by a subpoena or lawful court order.

This provision is a material, essential and indispensable condition of this Agreement.

5. Non-Disparagement

Plaintiff further represents that he will not, either orally or in writing, make defamatory statements concerning Defendant (including Defendant's employees) or any of the Released Parties. This provision is a material, essential and indispensable condition of this Agreement.

6. Liquidated Damages

Plaintiff understands that Paragraphs 4, and 5, above, are essential to this Agreement and that, in the event of a breach of these provisions, damages would be difficult, if not impossible, to quantify. Therefore, it is understood and agreed by Plaintiff that, in the event of a breach by Plaintiff of Paragraph 4 or 5, Defendant will be awarded One Thousand Dollars and Zero Cents (\$1,000.00) (ten percent of settlement sum) per violation as damages and not as a penalty. The prevailing party shall also be entitled to all reasonable attorneys' fees and costs incurred in recovering these damages.

7. Tax Liability

Payment of the settlement sum to Plaintiff described above in Paragraph 1 represents a compromise of Plaintiff's claims against Defendant. Plaintiff recognizes that Defendant is not withholding any federal or state income taxes, FICA, or any other type of payroll deduction from the Settlement Sum and that no FICA contribution is being made by Defendant on such payment. Plaintiff agrees that any liability for state or federal income tax payments or penalties arising from said payment shall be Plaintiff's sole responsibility. Plaintiff agrees to indemnify and to hold harmless Defendant from any and all actions, claims or demands brought by any tax or other authority based upon Plaintiff's tax obligations arising from the payment to be made pursuant to this Agreement, other than liability arising from Defendant's obligation to report the payment made under this agreement. Plaintiff shall indemnify, defend and hold harmless Defendant from and against any claims, losses, liabilities, damages, taxes, penalties and interest arising from or

relating to the failure to pay any state or federal taxing agency any tax, penalty or interest in connection with the Settlement Sum as to Plaintiff.

8. Voluntary Execution

The Parties acknowledge that they have executed this Agreement knowingly, voluntarily, and without coercion. The Parties further acknowledge that they have been advised and provided the opportunity to seek the advice of independent legal counsel and have in fact been so advised at all states incident to the execution of this Agreement.

9. On-the-Job-Injury

Plaintiff certifies that he has not experienced a job-related illness or injury for which he has not already filed a claim.

10. Representation by Counsel

Each party acknowledges representation by counsel throughout all negotiations which preceded the execution of this Agreement and that this Agreement is executed with the consent and upon the advice of counsel. Each party acknowledges that no person or entity, including but not limited to a party or agent or attorney of any party, has made any promise, representation, or warranty, express or implied, not contained in this Agreement, to induce the other party to execute this Agreement. Each party has read this Agreement, accepts and agrees to the provisions it contains, and hereby executes it voluntarily with full understanding of its consequences.

11. Non-Cooperation Clause

Plaintiff represents, warrants, and agrees that he will not in any way voluntarily assist any person or entity in the establishment of any claim, cause of action, action or right against Defendant in any way relating to the matters governed by this Agreement. Plaintiff will not voluntarily testify against Defendant in any matter relating to the claims released under this Agreement,, absent being

compelled by subpoena. This provision includes, but is not limited to, providing declarations in support of said persons or entities.

12. Severability

If any term or provision of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will continue to be valid and will be performed, construed and enforced to the fullest extent permitted by law, and the invalid or unenforceable term will be deemed amended and limited in accordance with the intent of the parties, as determined from the face of the Agreement, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

13. Assignment of Claims

Plaintiff hereby represents and warrants that he has not heretofore assigned or transferred or purported to assign or transfer to anyone or any entity any claims, assertions of claims, demands, actions, causes of action, or suits based upon, arising out of, pertaining to, concerning or connected with any other matters herein released. Plaintiff agrees to defend, indemnify and hold harmless Defendant against any claim, demand, damage, debt, liability, account, action, cause of action, attorneys' fees actually paid or incurred, cost, or expense arising out of or in connection with any such transfer, assignment or purported or claimed transfer or assignment.

14. Integration Clause

With the exception of the Parties' PAGA Settlement Agreement, this Agreement constitutes and contains the entire agreement and understanding between the parties and supersedes and replaces all prior negotiations and agreements proposed or otherwise, whether written or oral, concerning the subject matter of this Agreement. This is an integrated document.

15. Binding Effect

This Agreement shall be binding upon and inure to the benefit of the respective parties hereto, their respective legal successors, heirs, administrators, executors, assigns and each of them. The Orange County Superior Court shall retain jurisdiction to enforce the terms of this Agreement pursuant to *Code of Civil Procedure* section 664.6.

16. Captions

The captions utilized herein have been inserted solely for identification and reference purposes only and shall not be used in the construction or interpretation of this Agreement.

17. Non-Admission Of Liability

Plaintiff acknowledges that the consideration detailed herein does not constitute an admission of liability, express or implied, on the part of Defendant with respect to any fact, matter or event, which may be involved in the Action or in any underlying events or incidents. Plaintiff acknowledges that Defendant is providing him with the above-recited consideration solely for the purpose of resolving any and all controversies and disputes, known and unknown, between Plaintiff and Defendant.

18. Joint Drafting

Plaintiff and Defendant agree and understand that this Agreement is deemed to have been drafted jointly by the Parties. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting to any party.

19. Attorneys' Fees and Costs

Nothing in this Agreement, nor the existence of this Agreement, shall be interpreted to render Plaintiff prevailing party for any purpose, including, but not limited to, an award of attorneys' fees and costs. The parties agree that each party shall bear their own attorneys' fees and costs. In the event of any claim, hearing, proceeding, or litigation arising from or related to this

Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including reasonable attorney fees, and all other related expenses incurred in such litigation, proceeding, claim, or arbitration.

20. Enforcement of Agreement

In the event any legal action or other proceeding is brought to enforce or interpret any term of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees and all reasonable litigation related costs and expenses incurred, regardless of whether applicable law authorizes, is silent about, or prohibits them (including costs taxable as court costs by applicable rule or statute, and all other litigation costs reasonably incurred and reasonable in amount, including but not limited to deposition transcript copies, expert witness fees, photocopying, lodging, mileage, meals, legal research fees, investigative fees and expenses, and discovery management and storage fees) incurred in that action or other proceeding, in addition to any other relief to which the prevailing party may be entitled.

21. Admissibility of Agreement

This Agreement is admissible and subject to disclosure for the purpose of enforcing this Agreement pursuant to California *Code of Civil Procedure* section 664.6, or any other procedure permitted by law, and the provisions of the confidentiality agreement signed by the Parties relative to the negotiation of this Agreement are waived with respect to this Agreement.

22. Counterparts

This Agreement may be signed in separate counterparts, which together shall constitute one instrument.

23. Facsimile or PDF Signatures

Plaintiff signs this Agreement without reliance upon any representation by the company outside of the terms of this Agreement, and Plaintiff has carefully read this Agreement and signs the same of his own free will. A signed facsimile/electronically transmitted version of this Agreement by a party shall have the same force and effect as a signed original of this Agreement.

24. Choice of Law

This Agreement shall be construed in accordance with the laws of the State of California.

25. Waivers

No term or condition of this Agreement may be waived except in a writing signed by the party to be bound thereby. Waiver of one term or condition of this Agreement does not constitute waiver of any other term or condition of the Agreement.

26. Modification

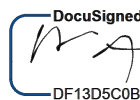
This Agreement may not be amended, except in writing signed by the parties hereto.

6/17/2025

SIGNATURES

DATED: _____, 2025

By:

DocuSigned by:

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David Avila

DATED: _____, 2025

By:

Behr Process LLC

By: _____

Its: _____

CONFIDENTIAL SETTLEMENT AGREEMENT

This Confidential Settlement Release Agreement (“Agreement”) is made and entered into by David Juarez (“Plaintiff”), on the one hand, and Behr Process LLC (formerly Behr Process Corporation) (“Defendant” or “Behr”) on the other hand (hereinafter collectively “the Parties”), with reference to the following facts:

A. On March 18, 2024, Plaintiff filed a Class Action Complaint in the Superior Court of San Bernardino alleging various wage and hour violations against Defendant. Plaintiff alleged that Defendant failed to properly pay Plaintiff for all hours worked; failed to properly provide or compensate minimum and overtime wages; failed to provide timely and complete meal and rest breaks; failed to pay meal and rest period premiums; failed to timely pay wages; failed to issue compliant wage statements; failed to reimburse all business expenses; failed to timely pay all final wages upon separation of employment; and unfair business practices (San Bernardino Superior Court Case No. CIVSB2403686). On April 4, 2024, Plaintiff filed a First Amended Complaint (“FAC”) to allege an additional claim for civil penalties under the Private Attorneys General Act. The Parties stipulated to transfer the venue of Plaintiff’s FAC to the Orange County Superior Court. When Defendant informed Plaintiff that Plaintiff had executed an arbitration agreement with a class action waiver, Plaintiff agreed to dismiss his class claims and file a second amended complaint asserting claims on a PAGA-only basis upon completion of the venue transfer. The venue transfer to the Orange County Superior Court was completed on or about January 15, 2025, and Plaintiff’s case was re-assigned as *David Juarez v. Behr Process Corporation*, Orange County Superior Court Case No. 30-2025-01452707 (“the Juarez Action”).

B. On January 8, 2025, Plaintiff and David Avila (“Avila”) participated in mediation with Defendant and agreed to settle all claims against Defendant. Prior to mediation, the Parties

agreed to mediate on a PAGA-only basis as Plaintiff had executed an arbitration agreement containing a class action waiver.

C. On March 20, 2025, Avila filed a Second Amended Complaint in *Avila v. Behr Process Corporation*, Orange County Superior Court, Case No. 30-2023-01366549-CU-OE-CXC (“Avila Action”), adding Plaintiff and his claims to the Avila Action. Thereafter, pursuant to Plaintiff’s request, the Court dismissed the Juarez Action on April 23, 2025.

C. Defendant denies all of Plaintiff’s allegations and denies that it has any legal or equitable responsibility for the damages, wages, or penalties alleged by Plaintiff.

D. By this agreement, Plaintiff and Defendant desire to fully and finally compromise, settle and release all claims arising out of and related to Plaintiff’s employment with Defendant, and any and all other lawsuits, actions, causes of action and claims, whether in law or equity, grievances, debts, liens, contracts, agreements, promises, demands, liabilities, obligations, suits, of any kind or nature whatsoever, fixed or contingent and whether known or unknown, indebtedness, controversies, losses, damages, costs, fees, expenses or harm, rights and/or charges arising out of or based on any fact, matter or event which occurred prior to the date of this Agreement.

NOW, THEREFORE, in consideration of the covenants set forth below, the receipt and adequacy of which are hereby acknowledged, the Parties, intending to be legally bound hereto, agree as follows:

1. Payment of Money

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

2. Plaintiff's Release of All Claims

Plaintiff recognizes and agrees that Defendant, as part of this Agreement, does not admit any violation of law or any liability of any kind or nature to Plaintiff or to anyone else as a result of or arising out of Plaintiff's relationship and/or employment and/or Plaintiff's separation of employment with Defendant. With the exception of Defendant's obligations under this Agreement, Plaintiff, for himself and his heirs, family members, executors, administrators, successors, attorneys, agents, representatives, and assigns, hereby fully and forever release and discharge (a) Defendant and any direct or indirect parents corporations, subsidiaries, divisions, affiliates, and related entities of Defendant; (b) any predecessors, successors, or assigns of any of the foregoing (a); and (c) any past, present or future employees, officers, directors, affiliates, partners, joint venturers, coventurers, licensors, licensees, lessors, principals, members, managers, managing agents, agents, attorneys, landlords, accountants, insurers, reinsurers, shareholders, investment bankers, trustees, representatives, administrators, employee benefit plans and plan fiduciaries, fiduciaries, heirs, subrogees, transferees, and executors of any of the foregoing (a)-(b) in his, her, their, or its capacity as such, and all other persons, firms, corporations, associations, partnerships,

or entities having any legal relationship to each other (collectively, "Released Parties") of and from any and all claims, demands, causes of action, charges and grievances, of whatever kind or nature, whether known or unknown, suspected or unsuspected, which Plaintiff now owns or holds or has at any time before the date of execution of this Agreement owned or held against Defendant, or any of the Released Parties, including, but not limited to, any and all claims: (1) which arose out of or are in any way connected with Plaintiff's employment with Defendant or Plaintiff's separation therefrom; (2) which are related to or concern any law, including, but not limited to, discrimination, harassment, and retaliation under local, state or federal law based on age, sex, race, color, national origin, religion, disability status, or any other category protected by any such law including, but not limited to, Federal and State Civil Rights Statutes; wrongful termination, breach of express and implied-in-fact contract, breach of the covenant of good faith and fair dealing, intentional and negligent infliction of emotional distress, defamation and self-compelled defamation, invasion of privacy, breach of employment contract, fraud or negligent misrepresentation, assault, battery, intentional interference with contractual relations and prospective economic advantage, violation of public policy, and other torts; failure to pay wages, overtime, meals and rest breaks, penalties, interest, severance pay, commissions, bonuses, sick leave, holiday pay, vacation pay, either individually or as part of a class action, collective action, and/or representative action; (3) violation of California *Business and Professions Code* section 17200, et seq., and/or the California *Labor Code*, including *Labor Code* section 1102.5; the California Fair Employment and Housing Act; and the California Industrial Welfare Commission Wage Orders; violation of the CFRA or the FMLA or any other local, state, or federal leave statute, or (4) which arose out of or are in any way connected with any transactions, occurrences, acts, omissions, loss, damage or injury whatsoever resulting from any act committed or omission made prior to the elate of this Agreement ("Released

Claims"). The Released Claims do not include Plaintiff's representative claim for Civil Penalties under Private Attorneys General Act (Cal. Labor Code § 2699), claims arising after execution of this Agreement, or any claims which, by operation of law, cannot be waived, including claims for workers' compensation benefits or government-provided unemployment benefits ("Excluded Claims").

It is Plaintiff's intention that Plaintiff's execution of this Agreement and Defendant's payment of the Settlement Sum will forever bar every claim, demand, cause of action, charge and grievance, other than the Excluded Claims, against Defendant and Released Parties existing at any time prior to and through the date of execution of this Agreement, including, but not limited to, any and all claims made by Plaintiff in the Juarez Action and the Avila Action.

Because this is Plaintiff's intention, Plaintiff expressly waives any and all rights and benefits conferred upon Plaintiff by the provisions of Section 1542 of the California *Civil Code*. Section 1542 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.

It is understood and agreed by Plaintiff that this Release expressly includes settlement of Plaintiff's claims, if any, for employment termination and/or retaliation and/or willful misconduct, and therefore, expressly precludes him from filing any additional petitions for supplemental benefits under California *Labor Code* sections 132(a) and 4553. Plaintiff understands and agrees that Plaintiff shall not file such a petition in any Workers' Compensation proceeding for alleged retaliation or serious and willful misconduct and Plaintiff expressly agrees that Plaintiff shall in any Compromise and Release entered in any Workers' Compensation proceeding, provide for the

compromise and release of any and all claims against Defendant and Released Parties under California *Labor Code* sections 132(a) and 4553. Plaintiff understands that the general release does not release any claims that he cannot lawfully release. Plaintiff represents that he has not filed any action, claim, charge, or complaint other than what is referenced in the recitals above against Defendant, or any other Released Party, with any local, state, or federal agency or court, except with regard to any pending workers' compensation claims.

To the fullest extent permitted by law, Plaintiff agrees that he will not institute or initiate any action, administrative action, grievance, or other suit against Defendant or Released Parties with any state, federal, or local court or agency or other tribunal related to claims released through this Agreement. This provision shall not affect or interfere with Plaintiff's right to file a charge with the Equal Employment Opportunity Commission or participate, cooperate, or assist in an investigation or proceeding conducted by any federal or state enforcement agency; but Plaintiff knowingly and voluntarily waives the right to any form of recovery or compensation in any such action arising from or related to Plaintiff's employment with Defendant.

In the event that Plaintiff is a party to, or is a member of, a class that institutes any claim or action against the Released Parties arising from conduct which predates this Agreement, Plaintiff agrees that his claims shall be dismissed or class membership terminated immediately upon presentation of this Agreement, and Plaintiff shall promptly execute any papers necessary to achieve this end.

3. Neutral Reference

Plaintiff shall direct any and all reference requests from prospective employers to Defendant's People Services department, which shall only report Plaintiff's dates of employment and position(s) held and shall state this information is being provided in accordance with company

policy. Representations made by any other individuals will not be deemed a statement made by Defendant and will not constitute a breach of this provision.

4. Confidentiality

a. Plaintiff hereby states, represents, warrants, and agrees that the terms and conditions of this Agreement and each and every document and communication regarding this Agreement, including, but not limited to, the fact of and the amount of the payment required herein, are strictly confidential. Plaintiff agrees that he will not seek nor promote publicity nor cooperate in any efforts to promote or publicize any of the terms or conditions of this Agreement, including, but not limited to, the fact of and the amount of any of the payments required herein.

b. Plaintiff further agrees that, except as provided in this paragraph, he will not: (1) communicate, discuss, disclose, disseminate, or publish the amount of the settlement sum, or (2) communicate, discuss, disclose, disseminate, or publish the fact that he has received a payment in any amount as a result of this Agreement. Upon inquiry, Plaintiff shall respond in substance by stating only that “this matter has been resolved.” Plaintiff expressly agrees that he has received full and fair consideration for the promises made in this Agreement if compelled by order of the court or subpoena (after written notice to Defendant) or as otherwise required by law.

c. Plaintiff may communicate only the terms and conditions of this Agreement to his legal counsel, spouse, tax advisors and accountants, provided that he first advise them of the confidentiality provisions of this Agreement and secures their agreement not to communicate, discuss, disclose, disseminate, or publish the terms and conditions of this Agreement. If ordered by the Court to do so, Plaintiff may disclose the terms and conditions of this Agreement to the Court for purposes of, and only to the extent necessary to, obtaining the Court’s approval of the settlement of PAGA claims in the Avila Action.

Plaintiff also agrees that he will not hereafter file, or cause to be filed, or otherwise voluntarily participate in the filing, investigation and/or prosecution of any other charges, complaints, petitions or accusatory pleadings brought by any other person in any court or with any governmental agency in which Defendant or any other party released herein is named as a Defendant or responding party, and will not testify unless compelled by a subpoena or lawful court order.

This provision is a material, essential and indispensable condition of this Agreement.

5. Non-Disparagement

Plaintiff further represents that he will not, either orally or in writing, make defamatory statements concerning Defendant (including Defendant's employees) or any of the Released Parties. This provision is a material, essential and indispensable condition of this Agreement.

6. Liquidated Damages

Plaintiff understands that Paragraphs 4, and 5, above, are essential to this Agreement and that, in the event of a breach of these provisions, damages would be difficult, if not impossible, to quantify. Therefore, it is understood and agreed by Plaintiff that, in the event of a breach by Plaintiff of Paragraph 4 or 5, Defendant will be awarded One Thousand Dollars and Zero Cents (\$1,000.00) (ten percent of settlement sum) per violation as damages and not as a penalty. The prevailing party shall also be entitled to all reasonable attorneys' fees and costs incurred in recovering these damages.

7. Tax Liability

Payment of the Settlement Sum to Plaintiff described above in Paragraph 1 represents a compromise of Plaintiff's claims against Defendant. Plaintiff recognizes that Defendant is not withholding any federal or state income taxes, FICA, or any other type of payroll deduction from the Settlement Sum and that no FICA contribution is being made by Defendant on such payment.

Plaintiff agrees that any liability for state or federal income tax payments or penalties arising from said payment shall be Plaintiff's sole responsibility. Plaintiff agrees to indemnify and to hold harmless Defendant from any and all actions, claims or demands brought by any tax or other authority based upon Plaintiff's tax obligations arising from the payment to be made pursuant to this Agreement, other than liability arising from Defendant's obligation to report the payment made under this agreement. Plaintiff shall indemnify, defend and hold harmless Defendant from and against any claims, losses, liabilities, damages, taxes, penalties and interest arising from or relating to the failure to pay any state or federal taxing agency any tax, penalty or interest in connection with the Settlement Sum as to Plaintiff.

8. Voluntary Execution

The Parties acknowledge that they have executed this Agreement knowingly, voluntarily, and without coercion. The Parties further acknowledge that they have been advised and provided the opportunity to seek the advice of independent legal counsel and have in fact been so advised at all states incident to the execution of this Agreement.

9. On-the-Job-Injury

Plaintiff certifies that to his knowledge, he has not experienced a job-related illness or injury for which he has not already filed a claim.

10. Representation by Counsel

Each party acknowledges representation by counsel throughout all negotiations which preceded the execution of this Agreement and that this Agreement is executed with the consent and upon the advice of counsel. Each party acknowledges that no person or entity, including but not limited to a party or agent or attorney of any party, has made any promise, representation, or warranty, express or implied, not contained in this Agreement, to induce the other party to execute

this Agreement. Each party has read this Agreement, accepts and agrees to the provisions it contains, and hereby executes it voluntarily with full understanding of its consequences.

11. Non-Cooperation Clause

Plaintiff represents, warrants, and agrees that he will not in any way voluntarily assist any person or entity in the establishment of any claim, cause of action, action or right against Defendant in any way relating to the matters governed by this Agreement. Plaintiff will not voluntarily testify against Defendant in any matter relating to the claims released under this Agreement, absent being compelled by subpoena. This provision includes, but is not limited to, providing declarations in support of said persons or entities.

12. Severability

If any term or provision of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will continue to be valid and will be performed, construed and enforced to the fullest extent permitted by law, and the invalid or unenforceable term will be deemed amended and limited in accordance with the intent of the parties, as determined from the face of the Agreement, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

13. Assignment of Claims

Plaintiff hereby represents and warrants that he has not heretofore assigned or transferred or purported to assign or transfer to anyone or any entity any claims, assertions of claims, demands, actions, causes of action, or suits based upon, arising out of, pertaining to, concerning or connected with any other matters herein released. Plaintiff agrees to defend, indemnify and hold harmless Defendant against any claim, demand, damage, debt, liability, account, action, cause of action, attorneys' fees actually paid or incurred, cost, or expense arising out of or in connection with any such transfer, assignment or purported or claimed transfer or assignment.

14. Integration Clause

With the exception of the Parties' PAGA Settlement Agreement, this Agreement constitutes and contains the entire agreement and understanding between the Parties and supersedes and replaces all prior negotiations and agreements proposed or otherwise, whether written or oral, concerning the subject matter of this Agreement. This is an integrated document.

15. Binding Effect

This Agreement shall be binding upon and inure to the benefit of the respective parties hereto, their respective legal successors, heirs, administrators, executors, assigns and each of them. The Orange County Superior Court shall retain jurisdiction to enforce the terms of this Agreement pursuant to *Code of Civil Procedure* section 664.6.

16. Captions

The captions utilized herein have been inserted solely for identification and reference purposes only and shall not be used in the construction or interpretation of this Agreement.

17. Non-Admission Of Liability

Plaintiff acknowledges that the consideration detailed herein does not constitute an admission of liability, express or implied, on the part of Defendant with respect to any fact, matter or event, which may be involved in the Action or in any underlying events or incidents. Plaintiff acknowledges that Defendant is providing him with the above-recited consideration solely for the purpose of resolving any and all controversies and disputes, known and unknown, between Plaintiff and Defendant.

18. Joint Drafting

Plaintiff and Defendant agree and understand that this Agreement is deemed to have been drafted jointly by the Parties. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting to any party.

19. Attorneys' Fees and Costs

Nothing in this Agreement, nor the existence of this Agreement, shall be interpreted to render Plaintiff prevailing party for any purpose, including, but not limited to, an award of attorneys' fees and costs. The parties agree that each party shall bear their own attorneys' fees and costs. In the event of any claim, hearing, proceeding, or litigation arising from or related to this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including reasonable attorney fees, and all other related expenses incurred in such litigation, proceeding, claim, or arbitration.

20. Enforcement of Agreement

In the event any legal action or other proceeding is brought to enforce or interpret any term of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees and all reasonable litigation related costs and expenses incurred, regardless of whether applicable law authorizes, is silent about, or prohibits them (including costs taxable as court costs by applicable rule or statute, and all other litigation costs reasonably incurred and reasonable in amount, including but not limited to deposition transcript copies, expert witness fees, photocopying, lodging, mileage, meals, legal research fees, investigative fees and expenses, and discovery management and storage fees) incurred in that action or other proceeding, in addition to any other relief to which the prevailing party may be entitled.

21. Admissibility of Agreement

This Agreement is admissible and subject to disclosure for the purpose of enforcing this Agreement pursuant to California *Code of Civil Procedure* section 664.6, or any other procedure permitted by law, and the provisions of the confidentiality agreement signed by the Parties relative to the negotiation of this Agreement are waived with respect to this Agreement.

22. Counterparts

This Agreement may be signed in separate counterparts, which together shall constitute one instrument.

23. Facsimile or PDF Signatures

Plaintiff signs this Agreement without reliance upon any representation by the company outside of the terms of this Agreement, and Plaintiff has carefully read this Agreement and signs the same of his own free will. A signed facsimile/electronically transmitted version of this Agreement by a party shall have the same force and effect as a signed original of this Agreement.

24. Choice of Law

This Agreement shall be construed in accordance with the laws of the State of California.

25. Waivers

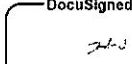
No term or condition of this Agreement may be waived except in a writing signed by the party to be bound thereby. Waiver of one term or condition of this Agreement does not constitute waiver of any other term or condition of the Agreement.

26. Modification

This Agreement may not be amended, except in writing signed by the Parties hereto.

SIGNATURES

.....6/12/2025
DATED: _____, 2025

By: 
DocuSigned by:
9D7FA711CDC94AA...
David Juarez

DATED: 7/1/25, 2025

By: 
Behr Process LLC
By: RICHARD MAUS
Its: SENIOR VICE PRESIDENT
People Services

APPROVED AS TO FORM ONLY:

DATED: June 12, 2025

MOON LAW GROUP PC

By



Kane Moon

Allen Feghali

Julie Oh

Attorney for Plaintiff David Juarez

DATED: July 3, 2025

O'HAGAN MEYER LLP

By



Soojin Kang

Alison Korgan

Attorneys for Defendant Behr Process LLC

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EXHIBIT “B”

TRUE AND CORRECT COPY OF
AMENDED PAGA SETTLEMENT AGREEMENT

[SEE ATTACHED]

AMENDED PAGA SETTLEMENT AGREEMENT

This Amended PAGA Settlement Agreement ("Settlement") of claims brought under the Private Attorneys General Act, Labor Code § 2698 *et seq.* ("PAGA"), is made and entered into between Plaintiffs David Avila and David Juarez, acting in their capacity as representatives of the State of California, and on behalf of other aggrieved employees, and the Labor and Workforce Development Agency ("LWDA"), and Defendant Behr Process LLC (former Behr Process Corporation) in accordance with the terms of the Memorandum of Understanding signed by the Plaintiffs and Defendant and subject to preliminary and final approval by the Court for the settlement of the representative action *David Avila, et al. v. Behr Process Corp.*, Orange County Superior Court, Case No. 30-2023-01366549.

I. DEFINITIONS

The following terms, when used in this Settlement, will have the following meanings:

1. "Avila Action" means the civil action entitled *David Avila and David Juarez v. Behr Process Corp.*, pending in Orange County Superior Court, Case No. 30-2023-01366549. This action was subsequently amended to include the claims and parties from the related Juarez Action.
2. "Juarez Action" means the civil action entitled *David Juarez v. Behr Process Corp.*, pending in the Orange County Superior Court, Case No. 30-2025-01452707.
3. "Plaintiffs" means David Avila and David Juarez.
4. "Defendant" means Behr Process LLC.
5. "PAGA Members" are comprised of all current and former hourly, non-exempt employees who worked for the Defendant in California at any time during the PAGA Period.
6. "Court" means the Superior Court of California for the County of Orange.
7. "Effective Date" means the date on which the Court enters an order approving the Settlement without material modification, either (a) the time to appeal or seek review of the Court's approval has expired with no appeal or request for review having been filed, or (b) any appeal or request for review has been resolved in a manner that upholds the Court's approval of the Settlement.
8. "Individual Settlement Payment" means the amount to be paid to each PAGA Member based on the formula described herein.
9. "LWDA" means the California Labor and Workforce Development Agency.
10. "Gross Settlement Amount" means the non-reversionary sum of Five Hundred and Sixty Thousand Dollars and No Cents (\$560,000.00), which represents the total maximum

amount Defendant is obligated to pay under this Settlement. This amount includes, without limitation, Plaintiffs' attorneys' fees, Plaintiffs' costs, settlement administration costs, PAGA payments to the LWDA, payments to PAGA Members, and any other amounts associated with or arising from this Settlement. Defendant shall fund the Gross Settlement Amount by paying it to the Settlement Administrator within thirty (30) calendar days after the Effective Date.

11. "Net Settlement Amount" is the amount remaining to distribute to the LWDA and PAGA Members after the following amounts (subject to Court approval) are subtracted from the Gross Settlement Amount: (a) Plaintiffs' attorneys fees of up to one-third (33.33%) of the Gross Settlement Amount, (b) Plaintiffs' reasonable litigation costs and expenses as requested pursuant to motion and subject to Court approval, and (c) reasonable settlement administration costs.

12. "PAGA" means the California Labor Code Private Attorneys General Act, California Labor Code § 2698, *et seq.*

13. "PAGA Period" means the period beginning on December 20, 2022 and ending on March 9, 2025.

14. "Released Parties" means (a) Defendant; (b) Defendant's respective former and present parents (including Masco Corporation), subsidiaries, affiliated entities, successors, and predecessors; and (c) all of the foregoing entities' respective current, former, and future officers, directors, members, managers, insurers, accountants, attorneys, investment bankers, trustees, licensors, licensees, employees, consultants, vendors, payroll companies, staffing agencies, independent contractors, clients, partners, shareholders, joint venturers, and agents..

15. "Parties" means Plaintiffs and Defendant.

16. "Plaintiffs' Counsel" means Mehrdad Bokhour of Bokhour Law Group, P.C., Joshua Falakassa of Falakassa Law, P.C., and Kane Moon, Julie Oh, and Allen Feghali of Moon Law Group, P.C.

17. "Settlement Administrator" means Simpluris, Inc.

II. RECITALS

1. Plaintiffs allege that Defendant is liable for civil penalties under the PAGA based on various alleged Labor Code violations, including but not limited to failure to accurately record all time worked, including time worked off the clock, failure to compensate employees for all hours and overtime hours worked, failure to pay employees at the correct overtime rate, failure to pay all required sick days at the legal rate of pay, failure to provide meal periods or pay meal period premiums at the regular rate of pay, failure to provide rest periods or pay rest period premiums at the regular rate of pay, failure to provide accurate itemized wage statements, failure to timely pay final wages at termination, failure to reimburse for necessary business expenses, failure to pay all

vested vacation time, failure to properly elect and implement an alternative workweek schedule, failure to keep accurate and complete time and pay records, failure to timely produce or make available personnel records and payroll records, refusal to pay wages, unlawful deductions, requiring unlawful agreements and waivers, and conducting unlawful inquiries into criminal history. Defendant denies all of Plaintiffs' allegations and expressly denies any liability or wrongdoing. By entering into this Settlement, Defendant does not admit the sufficiency of any claims, allegations, assertions, or contentions made against it in the Avila and Juarez Actions.

2. On January 8, 2025, the Parties participated in a full-day mediation with Judge Carl J. West (Ret.). As a result of that mediation, the Parties reached a global settlement resolving all PAGA claims asserted in the Avila and Juarez Actions on behalf of Plaintiffs and the PAGA Members.

III. OPERATIVE TERMS OF SETTLEMENT

The Parties agree as follows:

1. **Non-Admission of Liability.** Defendant denies liability as to Plaintiffs Avila and Juarez and the PAGA Members upon any claim or cause of action. This Settlement does not constitute, and is not intended to constitute, and admission by Defendant as to the merits, validity, or accuracy of any of the allegations or claims made against it in the Avila and Juarez Actions.

Nothing in this Settlement, nor any action taken in implementation thereof, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued or used during the course of the negotiations leading to this Settlement, is intended by the Parties to constitute, nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in this case or any other judicial, arbitral, administrative, investigative or other forum or proceeding as evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. The Parties themselves agree not to introduce, use, or admit this Settlement, directly or indirectly, in this case or any other judicial, arbitral, administrative, investigative or other forum or proceeding, as purported evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity, or for any other purpose. Notwithstanding the foregoing, this Settlement may be used in any proceeding before the Court that has as its purpose the interpretation, implementation, or enforcement of this Settlement or any orders or judgments of the Court entered in connection with the Settlement.

2. **Gross Settlement Amount.** Defendant will pay Five Hundred and Sixty Thousand Dollars and No Cents (\$560,000.00) as the non-reversionary Gross Settlement Amount. The Gross Settlement Amount shall be funded within 30 calendar days after the Effective Date.

3. **Dismissal of the Juarez Action and Amendment of Claims in the Avila Action.** Plaintiff Juarez will dismiss the Juarez Action without prejudice, including the class claims not previously dismissed. Plaintiff Avila has already submitted a supplemental PAGA Notice to the LWDA, incorporating the claims discussed and resolved during the course of mediation. Plaintiff

Avila has also filed a Second Amended Complaint in the Avila Action asserting all PAGA claims to be released, and will seek approval of this Settlement in the Avila Action. All individual claims belonging to Avila and Juarez and all PAGA representative claims ever asserted in the Avila and Juarez Actions shall be finally resolved through a final judgment in the Avila Action.

4. **Net Settlement Amount.** The Parties agree that the following amounts should be subtracted from the Gross Settlement Amount, subject to Court approval, resulting in a Net Settlement Amount to distribute to the LWDA and PAGA Members.

- a. **Plaintiffs' Attorneys' Fees and Costs.** Defendant will not oppose Plaintiff's request for attorneys' fees in the amount not to exceed one-third of the Gross Settlement Amount and actual costs and expenses incurred in prosecuting the Actions. In the event the Court approves a payment of less than these amounts, the difference will be added to the Net Settlement Amount. The Settlement Administrator will report these payments on IRS Form 1099 issued to Plaintiffs' Counsel.
- b. **Administration Costs.** Defendant will not oppose the Settlement Administrator's reasonable costs for administering the Settlement. The Settlement Administrator will report this payment on IRS Form 1099 issued to the Settlement Administrator.

5. **Allocation of Net Settlement Amount.** The amount that each PAGA Member will be eligible to receive from the Net Settlement Amount will be calculated by dividing the number of pay periods worked by each PAGA Member by the total pay periods of all PAGA Members.

6. **PAGA Released Claims.** In consideration for the payments awarded pursuant to the terms of this Settlement, upon Court approval of the PAGA Settlement, Plaintiffs and PAGA Members, on behalf of themselves and as representatives of the state of California and its LWDA, will fully and finally release and discharge Released Parties from claims for penalties and attorneys' fees and costs recoverable under PAGA which Plaintiffs, PAGA Members, and/or the LWDA had, or may claim to have, against Released Parties, arising out of the violations alleged or that could have been alleged based on the facts alleged in the Avila and Juarez Actions or the PAGA Notices by Plaintiffs, including but not limited to, PAGA Penalties for or arising out of the following: failure to accurately record all time worked, including time worked off the clock, failure to compensate employees for all hours and overtime hours worked, failure to pay employees at the correct overtime rate, failure to pay all required sick days at the legal rate of pay, failure to provide meal periods or pay meal period premiums at the regular rate of pay, failure to provide rest periods or pay rest period premiums at the regular rate of pay, failure to provide accurate itemized wage statements, failure to timely pay final wages at termination, failure to reimburse for necessary business expenses, failure to pay all vested vacation time, failure to properly elect and implement an alternative workweek schedule, failure to keep accurate and complete time and pay records,

failure to timely produce or make available personnel records and payroll records, refusal to pay wages, unlawful deductions, requiring unlawful agreements and waivers, and conducting unlawful inquiries into criminal history, and violations of Labor Code sections 201-203, 204, 208, 210, 216, 218.5, 223, 226, 226.3, 226.7, 227.3, 233, 234, 245-248.5, 256, 432, 432.5, 432.6, 432.7, 510, 511, 512, 516, 558, 559.1, 1194, 1194.2, 1197.1, 1198, 1198.5, 1199, 2698, et seq., and 2800-2804. This release shall apply to claims arising during the PAGA Period and will be binding and effective upon Plaintiffs, PAGA Members, and the LWDA regardless of whether the PAGA Member cashes his or her settlement check. Released PAGA Claims do not include any individual claims PAGA Members may have.

7. **Covenants and Representations by Plaintiffs.** Plaintiffs represent and warrant that they have not assigned or transferred, or purported to assign or transfer, to any person or entity, any claim or portion thereof, or interest therein, which is or may be subject to this Settlement. Plaintiffs acknowledge that they have read this Settlement, and that they fully understand their rights, privileges, and duties under the Settlement, and enter into this Settlement freely and voluntarily. Plaintiffs further acknowledge that they have had the opportunity to consult with their attorneys to explain the terms of this Settlement and the consequences of signing this Settlement.

8. **Judgment.** As part of the Motion to approve the Settlement, Plaintiffs will submit a proposed order and judgment in the Avila Action that (a) approves the Settlement as fair, adequate, and reasonable; (b) enters judgment in accordance with the terms of the Settlement; and (c) retains jurisdiction of the Court over the Avila Action for the purpose of enforcing the Settlement. This Settlement is expressly conditioned upon the Court entry of such an approval order and judgment in the Avila Action and the dismissal without prejudice of the Juarez Action. The Court's entry of judgment in the Avila Action will not release or bar any claims other than the PAGA Released Claims as to Plaintiffs and the PAGA Members. The Parties agree to reasonably cooperate in preparing any other filings required by the Court for the approval of this Settlement.

9. **Publicity.** Plaintiffs and their counsel agree that they have not and will not publish the Avila or Juarez Action or the Settlement until Plaintiffs have filed their motion for approval of the Settlement. Until Plaintiffs have filed their motion for approval of the Settlement, Plaintiffs' counsel shall not report the Avila or Juarez Action or the Settlement in any medium or in any publication, shall not post or report anything regarding the claims of Plaintiffs, the PAGA Members, or the Settlement on their websites, and shall not contact any reporters or media regarding the Settlement. Nothing herein will restrict Plaintiffs' Counsel from including publicly available information regarding this settlement in future judicial submissions regarding Plaintiffs' Counsel's qualifications and experience.

10. **Escalator Clause:** Defendant represents that PAGA Members worked approximately 21,723 pay periods during the PAGA Period, defined as the period from December 20, 2022 through January 8, 2025. If the total number of pay periods worked by PAGA Members during the PAGA Period exceeds 21,723 by more than ten percent (10%), the Gross Settlement Amount shall be increased proportionally, but only for the percentage exceeding the ten percent

(10%) threshold. For example, if the total pay periods exceed 21,723 by eleven percent (11%), the Gross Settlement Amount will increase by one percent (1%).

IV. **ADMINISTRATION OF SETTLEMENT.**

1. **Settlement Administrator.** The Parties agree to use Simpluris to handle the administration of this Settlement.

2. **Provisions of Information for PAGA Members.** Within twenty-one (21) calendar days after the Effective Date, Defendant will provide the Settlement Administrator with the following information for the PAGA Members: (1) full name; (2) last known home address; (3) social security number; and (4) number of pay periods worked by each employee of Defendant in the State of California during the PAGA period (“PAGA Members List”). The PAGA Members List shall be deemed confidential and may not be disclosed or used by the Settlement Administrator for any purpose except to facilitate the PAGA Settlement. Upon receipt of the PAGA Member List, the Settlement Administrator shall access the National Change of Address (“NCOA”) Database, and update the addresses contained therein.

Within five (5) business days of receiving the PAGA Members’ information from Defendant, the Settlement Administrator will circulate to counsel for both Parties an anonymized spreadsheet containing the Individual Settlement Payments to each PAGA Member and the data used to calculate said payments. The Settlement Administrator will obtain approval from all counsel for the parties to the calculations before mailing Individual Settlement Payments.

3. **Explanatory Letters and Individual Settlement Payments.** Within five (5) business days of receiving approval from all counsel for the Parties, the Settlement Administrator will mail copies of the explanatory letter, which will be mutually approved by the Parties, along with the Individual Settlement Payments to all PAGA Members via First-Class U.S. Mail.

Each Individual Settlement Payment will be deemed penalties and reported using IRS Form 1099. Checks will remain negotiable for ninety (90) days from the date they are mailed by the Settlement Administrator. Any check that is not negotiated within one hundred ~~twenty-eighty~~ (120/180) days of mailing to a PAGA Member will be transferred to the California State Controller’s Unclaimed Property Fund.

4. **Undeliverable Letters.** The Settlement Administrator will exercise its best judgment to determine the current mailing address for each PAGA Member. The address identified by the Settlement Administrator as the current mailing address will be presumed to be the best mailing address for each PAGA Member. Any checks returned as non-deliverable on or before the check cashing deadline will be sent promptly via First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a Skip-Trace or other search using the name, address, or Social Security number of the PAGA Member involved, and will perform a single re-mailing.

Defendant fully discharges its obligations to those PAGA Members to whom it will pay an Individual Settlement Payment through the Settlement Administrator's initial mailing of a check, regardless of whether such checks are actually received and/or negotiated by the PAGA Members.

Plaintiffs and their counsel, as well as Defendant and its counsel, shall not bear any responsibility for errors or omissions in the calculation or distribution of the settlement payments or the development of the list of recipients of settlement payments.

5. **Payment of Remainder.** Within ten (10) business days of receiving the Gross Settlement Amount from Defendant, the Settlement Administrator shall distribute the following: (1) seventy-five percent (75%) of the Net Settlement Amount to the California Labor and Workforce Development Agency ("LWDA") pursuant to Labor Code § 2699(i); (3) Court-approved attorneys' fees and litigation costs to Plaintiffs' Counsel; and (4) Court-approved settlement administration costs to the Settlement Administrator.

6. **Accounting.** The Settlement Administrator will provide an accounting declaration under oath to the Parties of the amounts paid from the Settlement as soon as practicable after the check cashing deadline described in Paragraph IV.3.

7. **Tax Consequences.** Individual Settlement Payments made under this Settlement will be attributed 100% as penalties and paid via IRS Form 1099 issued to each PAGA Member. Neither Plaintiffs nor Defendant, nor counsel for any of the Parties, makes any representations or warranties with respect to tax consequences of any payment under this Settlement.

V. CIRCULAR 230 DISCLAIMER.

EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISOR TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISOR'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON

DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

VI. MISCELLANEOUS PROVISIONS.

1. **Successors.** This Settlement will be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, and successors.

2. **Governing Law.** This Settlement will be construed under and governed by the laws of the State of California, without regard to choice of law principles. All questions of validity, interpretation, or performance of any of its terms or of any rights or obligations of the Parties to this Settlement will be governed by California law. If any legal or equitable action is necessary to enforce the terms of this Settlement, it will be brought in the State of California, County of Orange.

3. **Nullification of Settlement.** In the event that: (i) the Court does not approve the Settlement as provided herein; or (ii) the Settlement does not become final for any other reason, then this Settlement and any documents generated to bring it into effect will be null and void, and the Parties will be returned to their original respective positions.

4. **Judgment and Continued Jurisdiction.** After approval of this Settlement, the Court will have continuing jurisdiction per California Code of Civil Procedure § 664.6 solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement; (ii) settlement administration matters; and (iii) such post-judgment matters as may be appropriate under court rules or as set forth in this Settlement.

5. **Amendment or Modification.** This Settlement may be amended or modified only by a written instrument, signed by the Parties or their successors-in-interest or counsel for the Parties.

6. **Authorization to Enter Into Settlement.** Counsel for the Parties warrant and represent that they are expressly authorized by the Parties whom they represent to negotiate this Settlement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Settlement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. If they are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

7. **Execution and Counterparts.** This Settlement is subject only to the execution of the Parties. However, the Settlement may be executed in one or more counterparts. All executed counterparts, and each of them, including facsimile and scanned copies of the signature page, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange among themselves original signed counterparts.

8. **Acknowledgement that the Settlement is Fair and Reasonable.** The Parties believe this Settlement is a fair, adequate, and reasonable settlement of the Avila and Juarez Actions, and have arrived at this Settlement after arm's-length negotiations by experienced counsel. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

9. **Invalidity of Any Provision.** Before declaring any provision of this Settlement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible, consistent with applicable precedents, so as to define all provisions of this Settlement valid and enforceable.

10. **Severability.** If any term or provision of this Settlement is held to be invalid or unenforceable, the remaining portions of this Settlement will continue to be valid and will be performed, construed, and enforced to the fullest extent permitted by law, and the invalid or unenforceable term will be deemed amended and limited in accordance with the intent of the Parties, as determined from the face of the Settlement, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

11. **Waiver.** No waiver of any condition or covenant contained in this Settlement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such Party of the same or any other condition, covenant, right, or remedy.

12. **Enforcement Action.** In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

13. **Mutual Preparation.** The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement. Accordingly, this Settlement will not be construed more strictly against one Party merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement.

14. **Representation by Counsel.** The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement, and this Settlement has been executed with the consent and advice of counsel and reviewed in full.

15. **Cooperation and Execution of Necessary Documents.** The Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement. The Parties agree to work cooperatively, diligently, and in good faith to ensure that all documents necessary to seek the Court's approval of this Settlement are timely filed.

16. **Binding Agreement.** The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement will be fully enforceable and binding on all Parties and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

IN WITNESS THEREOF, the Parties to this Settlement each acknowledge that they have read the foregoing Settlement, accept and agree to the provisions contained in this Settlement, and hereby execute it voluntarily and with full understanding of its consequences.

DATED: _____, 2025

By: _____
David Avila, on behalf of himself, the
PAGA Members, and the LWDA

DATED: _____, 2025

By: _____
David Juarez, on behalf of himself, the
PAGA Members, and the LWDA

DATED: _____, 2025

By: _____
Behr Process LLC
By: _____
Its: _____

APPROVED AS TO FORM ONLY:

DATED: _____, 2025

FALAKASSA LAW GROUP PC

By _____
Joshua Falakassa
Attorney for Plaintiff David Avila

DATED: _____, 2025

BOKHOUR LAW GROUP PC

By _____
Mehrdad Bokhour
Attorney for Plaintiff David Avila

DATED: _____, 2025

MOON LAW GROUP PC

By _____
Allen Feghali
Attorney for Plaintiff David Juarez

DATED: _____, 2025

O'HAGAN MEYER LLP

By _____
Soojin Kang
~~Alison Korgan~~
Attorneys for Defendant Behr Process LLC

AMENDED PAGA SETTLEMENT AGREEMENT

This Amended PAGA Settlement Agreement ("Settlement") of claims brought under the Private Attorneys General Act, Labor Code § 2698 *et seq.* ("PAGA"), is made and entered into between Plaintiffs David Avila and David Juarez, acting in their capacity as representatives of the State of California, and on behalf of other aggrieved employees, and the Labor and Workforce Development Agency ("LWDA"), and Defendant Behr Process LLC (former Behr Process Corporation) in accordance with the terms of the Memorandum of Understanding signed by the Plaintiffs and Defendant and subject to preliminary and final approval by the Court for the settlement of the representative action *David Avila, et al. v. Behr Process Corp.*, Orange County Superior Court, Case No. 30-2023-01366549.

I. DEFINITIONS

The following terms, when used in this Settlement, will have the following meanings:

1. "Avila Action" means the civil action entitled *David Avila and David Juarez v. Behr Process Corp.*, pending in Orange County Superior Court, Case No. 30-2023-01366549. This action was subsequently amended to include the claims and parties from the related Juarez Action.
2. "Juarez Action" means the civil action entitled *David Juarez v. Behr Process Corp.*, pending in the Orange County Superior Court, Case No. 30-2025-01452707.
3. "Plaintiffs" means David Avila and David Juarez.
4. "Defendant" means Behr Process LLC.
5. "PAGA Members" are comprised of all current and former hourly, non-exempt employees who worked for the Defendant in California at any time during the PAGA Period.
6. "Court" means the Superior Court of California for the County of Orange.
7. "Effective Date" means the date on which the Court enters an order approving the Settlement without material modification, either (a) the time to appeal or seek review of the Court's approval has expired with no appeal or request for review having been filed, or (b) any appeal or request for review has been resolved in a manner that upholds the Court's approval of the Settlement.
8. "Individual Settlement Payment" means the amount to be paid to each PAGA Member based on the formula described herein.
9. "LWDA" means the California Labor and Workforce Development Agency.
10. "Gross Settlement Amount" means the non-reversionary sum of Five Hundred and Sixty Thousand Dollars and No Cents (\$560,000.00), which represents the total maximum

amount Defendant is obligated to pay under this Settlement. This amount includes, without limitation, Plaintiffs' attorneys' fees, Plaintiffs' costs, settlement administration costs, PAGA payments to the LWDA, payments to PAGA Members, and any other amounts associated with or arising from this Settlement. Defendant shall fund the Gross Settlement Amount by paying it to the Settlement Administrator within thirty (30) calendar days after the Effective Date.

11. "Net Settlement Amount" is the amount remaining to distribute to the LWDA and PAGA Members after the following amounts (subject to Court approval) are subtracted from the Gross Settlement Amount: (a) Plaintiffs' attorneys fees of up to one-third (33.33%) of the Gross Settlement Amount, (b) Plaintiffs' reasonable litigation costs and expenses as requested pursuant to motion and subject to Court approval, and (c) reasonable settlement administration costs.

12. "PAGA" means the California Labor Code Private Attorneys General Act, California Labor Code § 2698, *et seq.*

13. "PAGA Period" means the period beginning on December 20, 2022 and ending on March 9, 2025.

14. "Released Parties" means (a) Defendant; (b) Defendant's respective former and present parents (including Masco Corporation), subsidiaries, affiliated entities, successors, and predecessors; and (c) all of the foregoing entities' respective current, former, and future officers, directors, members, managers, insurers, accountants, attorneys, investment bankers, trustees, licensors, licensees, employees, consultants, vendors, payroll companies, staffing agencies, independent contractors, clients, partners, shareholders, joint venturers, and agents..

15. "Parties" means Plaintiffs and Defendant.

16. "Plaintiffs' Counsel" means Mehrdad Bokhour of Bokhour Law Group, P.C., Joshua Falakassa of Falakassa Law, P.C., and Kane Moon, Julie Oh, and Allen Feghali of Moon Law Group, P.C.

17. "Settlement Administrator" means Simpluris, Inc.

II. RECITALS

1. Plaintiffs allege that Defendant is liable for civil penalties under the PAGA based on various alleged Labor Code violations, including but not limited to failure to accurately record all time worked, including time worked off the clock, failure to compensate employees for all hours and overtime hours worked, failure to pay employees at the correct overtime rate, failure to pay all required sick days at the legal rate of pay, failure to provide meal periods or pay meal period premiums at the regular rate of pay, failure to provide rest periods or pay rest period premiums at the regular rate of pay, failure to provide accurate itemized wage statements, failure to timely pay final wages at termination, failure to reimburse for necessary business expenses, failure to pay all

vested vacation time, failure to properly elect and implement an alternative workweek schedule, failure to keep accurate and complete time and pay records, failure to timely produce or make available personnel records and payroll records, refusal to pay wages, unlawful deductions, requiring unlawful agreements and waivers, and conducting unlawful inquiries into criminal history. Defendant denies all of Plaintiffs' allegations and expressly denies any liability or wrongdoing. By entering into this Settlement, Defendant does not admit the sufficiency of any claims, allegations, assertions, or contentions made against it in the Avila and Juarez Actions.

2. On January 8, 2025, the Parties participated in a full-day mediation with Judge Carl J. West (Ret.). As a result of that mediation, the Parties reached a global settlement resolving all PAGA claims asserted in the Avila and Juarez Actions on behalf of Plaintiffs and the PAGA Members.

III. OPERATIVE TERMS OF SETTLEMENT

The Parties agree as follows:

1. **Non-Admission of Liability.** Defendant denies liability as to Plaintiffs Avila and Juarez and the PAGA Members upon any claim or cause of action. This Settlement does not constitute, and is not intended to constitute, and admission by Defendant as to the merits, validity, or accuracy of any of the allegations or claims made against it in the Avila and Juarez Actions.

Nothing in this Settlement, nor any action taken in implementation thereof, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued or used during the course of the negotiations leading to this Settlement, is intended by the Parties to constitute, nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in this case or any other judicial, arbitral, administrative, investigative or other forum or proceeding as evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. The Parties themselves agree not to introduce, use, or admit this Settlement, directly or indirectly, in this case or any other judicial, arbitral, administrative, investigative or other forum or proceeding, as purported evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity, or for any other purpose. Notwithstanding the foregoing, this Settlement may be used in any proceeding before the Court that has as its purpose the interpretation, implementation, or enforcement of this Settlement or any orders or judgments of the Court entered in connection with the Settlement.

2. **Gross Settlement Amount.** Defendant will pay Five Hundred and Sixty Thousand Dollars and No Cents (\$560,000.00) as the non-reversionary Gross Settlement Amount. The Gross Settlement Amount shall be funded within 30 calendar days after the Effective Date.

3. **Dismissal of the Juarez Action and Amendment of Claims in the Avila Action.** Plaintiff Juarez will dismiss the Juarez Action without prejudice, including the class claims not previously dismissed. Plaintiff Avila has already submitted a supplemental PAGA Notice to the LWDA, incorporating the claims discussed and resolved during the course of mediation. Plaintiff

Avila has also filed a Second Amended Complaint in the Avila Action asserting all PAGA claims to be released, and will seek approval of this Settlement in the Avila Action. All individual claims belonging to Avila and Juarez and all PAGA representative claims ever asserted in the Avila and Juarez Actions shall be finally resolved through a final judgment in the Avila Action.

4. **Net Settlement Amount.** The Parties agree that the following amounts should be subtracted from the Gross Settlement Amount, subject to Court approval, resulting in a Net Settlement Amount to distribute to the LWDA and PAGA Members.

- a. **Plaintiffs' Attorneys' Fees and Costs.** Defendant will not oppose Plaintiff's request for attorneys' fees in the amount not to exceed one-third of the Gross Settlement Amount and actual costs and expenses incurred in prosecuting the Actions. In the event the Court approves a payment of less than these amounts, the difference will be added to the Net Settlement Amount. The Settlement Administrator will report these payments on IRS Form 1099 issued to Plaintiffs' Counsel.
- b. **Administration Costs.** Defendant will not oppose the Settlement Administrator's reasonable costs for administering the Settlement. The Settlement Administrator will report this payment on IRS Form 1099 issued to the Settlement Administrator.

5. **Allocation of Net Settlement Amount.** The amount that each PAGA Member will be eligible to receive from the Net Settlement Amount will be calculated by dividing the number of pay periods worked by each PAGA Member by the total pay periods of all PAGA Members.

6. **PAGA Released Claims.** In consideration for the payments awarded pursuant to the terms of this Settlement, upon Court approval of the PAGA Settlement, Plaintiffs and PAGA Members, on behalf of themselves and as representatives of the state of California and its LWDA, will fully and finally release and discharge Released Parties from claims for penalties and attorneys' fees and costs recoverable under PAGA which Plaintiffs, PAGA Members, and/or the LWDA had, or may claim to have, against Released Parties, arising out of the violations alleged or that could have been alleged based on the facts alleged in the Avila and Juarez Actions or the PAGA Notices by Plaintiffs, including but not limited to, PAGA Penalties for or arising out of the following: failure to accurately record all time worked, including time worked off the clock, failure to compensate employees for all hours and overtime hours worked, failure to pay employees at the correct overtime rate, failure to pay all required sick days at the legal rate of pay, failure to provide meal periods or pay meal period premiums at the regular rate of pay, failure to provide rest periods or pay rest period premiums at the regular rate of pay, failure to provide accurate itemized wage statements, failure to timely pay final wages at termination, failure to reimburse for necessary business expenses, failure to pay all vested vacation time, failure to properly elect and implement an alternative workweek schedule, failure to keep accurate and complete time and pay records,

failure to timely produce or make available personnel records and payroll records, refusal to pay wages, unlawful deductions, requiring unlawful agreements and waivers, and conducting unlawful inquiries into criminal history, and violations of Labor Code sections 201-203, 204, 208, 210, 216, 218.5, 223, 226, 226.3, 226.7, 227.3, 233, 234, 245-248.5, 256, 432, 432.5, 432.6, 432.7, 510, 511, 512, 516, 558, 559.1, 1194, 1194.2, 1197.1, 1198, 1198.5, 1199, 2698, et seq., and 2800-2804. This release shall apply to claims arising during the PAGA Period and will be binding and effective upon Plaintiffs, PAGA Members, and the LWDA regardless of whether the PAGA Member cashes his or her settlement check. Released PAGA Claims do not include any individual claims PAGA Members may have.

7. **Covenants and Representations by Plaintiffs.** Plaintiffs represent and warrant that they have not assigned or transferred, or purported to assign or transfer, to any person or entity, any claim or portion thereof, or interest therein, which is or may be subject to this Settlement. Plaintiffs acknowledge that they have read this Settlement, and that they fully understand their rights, privileges, and duties under the Settlement, and enter into this Settlement freely and voluntarily. Plaintiffs further acknowledge that they have had the opportunity to consult with their attorneys to explain the terms of this Settlement and the consequences of signing this Settlement.

8. **Judgment.** As part of the Motion to approve the Settlement, Plaintiffs will submit a proposed order and judgment in the Avila Action that (a) approves the Settlement as fair, adequate, and reasonable; (b) enters judgment in accordance with the terms of the Settlement; and (c) retains jurisdiction of the Court over the Avila Action for the purpose of enforcing the Settlement. This Settlement is expressly conditioned upon the Court entry of such an approval order and judgment in the Avila Action and the dismissal without prejudice of the Juarez Action. The Court's entry of judgment in the Avila Action will not release or bar any claims other than the PAGA Released Claims as to Plaintiffs and the PAGA Members. The Parties agree to reasonably cooperate in preparing any other filings required by the Court for the approval of this Settlement.

9. **Publicity.** Plaintiffs and their counsel agree that they have not and will not publish the Avila or Juarez Action or the Settlement until Plaintiffs have filed their motion for approval of the Settlement. Until Plaintiffs have filed their motion for approval of the Settlement, Plaintiffs' counsel shall not report the Avila or Juarez Action or the Settlement in any medium or in any publication, shall not post or report anything regarding the claims of Plaintiffs, the PAGA Members, or the Settlement on their websites, and shall not contact any reporters or media regarding the Settlement. Nothing herein will restrict Plaintiffs' Counsel from including publicly available information regarding this settlement in future judicial submissions regarding Plaintiffs' Counsel's qualifications and experience.

10. **Escalator Clause:** Defendant represents that PAGA Members worked approximately 21,723 pay periods during the PAGA Period, defined as the period from December 20, 2022 through January 8, 2025. If the total number of pay periods worked by PAGA Members during the PAGA Period exceeds 21,723 by more than ten percent (10%), the Gross Settlement Amount shall be increased proportionally, but only for the percentage exceeding the ten percent

(10%) threshold. For example, if the total pay periods exceed 21,723 by eleven percent (11%), the Gross Settlement Amount will increase by one percent (1%).

IV. **ADMINISTRATION OF SETTLEMENT.**

1. **Settlement Administrator.** The Parties agree to use Simpluris to handle the administration of this Settlement.

2. **Provisions of Information for PAGA Members.** Within twenty-one (21) calendar days after the Effective Date, Defendant will provide the Settlement Administrator with the following information for the PAGA Members: (1) full name; (2) last known home address; (3) social security number; and (4) number of pay periods worked by each employee of Defendant in the State of California during the PAGA period (“PAGA Members List”). The PAGA Members List shall be deemed confidential and may not be disclosed or used by the Settlement Administrator for any purpose except to facilitate the PAGA Settlement. Upon receipt of the PAGA Member List, the Settlement Administrator shall access the National Change of Address (“NCOA”) Database, and update the addresses contained therein.

Within five (5) business days of receiving the PAGA Members’ information from Defendant, the Settlement Administrator will circulate to counsel for both Parties an anonymized spreadsheet containing the Individual Settlement Payments to each PAGA Member and the data used to calculate said payments. The Settlement Administrator will obtain approval from all counsel for the parties to the calculations before mailing Individual Settlement Payments.

3. **Explanatory Letters and Individual Settlement Payments.** Within five (5) business days of receiving approval from all counsel for the Parties, the Settlement Administrator will mail copies of the explanatory letter, which will be mutually approved by the Parties, along with the Individual Settlement Payments to all PAGA Members via First-Class U.S. Mail.

Each Individual Settlement Payment will be deemed penalties and reported using IRS Form 1099. Checks will remain negotiable for ninety (90) days from the date they are mailed by the Settlement Administrator. Any check that is not negotiated within one hundred eighty (180) days of mailing to a PAGA Member will be transferred to the California State Controller’s Unclaimed Property Fund.

4. **Undeliverable Letters.** The Settlement Administrator will exercise its best judgment to determine the current mailing address for each PAGA Member. The address identified by the Settlement Administrator as the current mailing address will be presumed to be the best mailing address for each PAGA Member. Any checks returned as non-deliverable on or before the check cashing deadline will be sent promptly via First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a Skip-Trace or other search using the name, address, or Social Security number of the PAGA Member involved, and will perform a single re-mailing.

Defendant fully discharges its obligations to those PAGA Members to whom it will pay an Individual Settlement Payment through the Settlement Administrator's initial mailing of a check, regardless of whether such checks are actually received and/or negotiated by the PAGA Members.

Plaintiffs and their counsel, as well as Defendant and its counsel, shall not bear any responsibility for errors or omissions in the calculation or distribution of the settlement payments or the development of the list of recipients of settlement payments.

5. **Payment of Remainder.** Within ten (10) business days of receiving the Gross Settlement Amount from Defendant, the Settlement Administrator shall distribute the following: (1) seventy-five percent (75%) of the Net Settlement Amount to the California Labor and Workforce Development Agency ("LWDA") pursuant to Labor Code § 2699(i); (3) Court-approved attorneys' fees and litigation costs to Plaintiffs' Counsel; and (4) Court-approved settlement administration costs to the Settlement Administrator.

6. **Accounting.** The Settlement Administrator will provide an accounting declaration under oath to the Parties of the amounts paid from the Settlement as soon as practicable after the check cashing deadline described in Paragraph IV.3.

7. **Tax Consequences.** Individual Settlement Payments made under this Settlement will be attributed 100% as penalties and paid via IRS Form 1099 issued to each PAGA Member. Neither Plaintiffs nor Defendant, nor counsel for any of the Parties, makes any representations or warranties with respect to tax consequences of any payment under this Settlement.

V. **CIRCULAR 230 DISCLAIMER.**

EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISOR TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISOR'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON

DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

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1. **Successors.** This Settlement will be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, and successors.

2. **Governing Law.** This Settlement will be construed under and governed by the laws of the State of California, without regard to choice of law principles. All questions of validity, interpretation, or performance of any of its terms or of any rights or obligations of the Parties to this Settlement will be governed by California law. If any legal or equitable action is necessary to enforce the terms of this Settlement, it will be brought in the State of California, County of Orange.

3. **Nullification of Settlement.** In the event that: (i) the Court does not approve the Settlement as provided herein; or (ii) the Settlement does not become final for any other reason, then this Settlement and any documents generated to bring it into effect will be null and void, and the Parties will be returned to their original respective positions.

4. **Judgment and Continued Jurisdiction.** After approval of this Settlement, the Court will have continuing jurisdiction per California Code of Civil Procedure § 664.6 solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement; (ii) settlement administration matters; and (iii) such post-judgment matters as may be appropriate under court rules or as set forth in this Settlement.

5. **Amendment or Modification.** This Settlement may be amended or modified only by a written instrument, signed by the Parties or their successors-in-interest or counsel for the Parties.

6. **Authorization to Enter Into Settlement.** Counsel for the Parties warrant and represent that they are expressly authorized by the Parties whom they represent to negotiate this Settlement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Settlement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. If they are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

7. **Execution and Counterparts.** This Settlement is subject only to the execution of the Parties. However, the Settlement may be executed in one or more counterparts. All executed counterparts, and each of them, including facsimile and scanned copies of the signature page, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange among themselves original signed counterparts.

8. **Acknowledgement that the Settlement is Fair and Reasonable.** The Parties believe this Settlement is a fair, adequate, and reasonable settlement of the Avila and Juarez Actions, and have arrived at this Settlement after arm's-length negotiations by experienced counsel. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

9. **Invalidity of Any Provision.** Before declaring any provision of this Settlement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible, consistent with applicable precedents, so as to define all provisions of this Settlement valid and enforceable.

10. **Severability.** If any term or provision of this Settlement is held to be invalid or unenforceable, the remaining portions of this Settlement will continue to be valid and will be performed, construed, and enforced to the fullest extent permitted by law, and the invalid or unenforceable term will be deemed amended and limited in accordance with the intent of the Parties, as determined from the face of the Settlement, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

11. **Waiver.** No waiver of any condition or covenant contained in this Settlement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such Party of the same or any other condition, covenant, right, or remedy.

12. **Enforcement Action.** In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

13. **Mutual Preparation.** The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement. Accordingly, this Settlement will not be construed more strictly against one Party merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement.

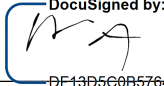
14. **Representation by Counsel.** The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement, and this Settlement has been executed with the consent and advice of counsel and reviewed in full.

15. **Cooperation and Execution of Necessary Documents.** The Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement. The Parties agree to work cooperatively, diligently, and in good faith to ensure that all documents necessary to seek the Court's approval of this Settlement are timely filed.

16. **Binding Agreement.** The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement will be fully enforceable and binding on all Parties and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

IN WITNESS THEREOF, the Parties to this Settlement each acknowledge that they have read the foregoing Settlement, accept and agree to the provisions contained in this Settlement, and hereby execute it voluntarily and with full understanding of its consequences.

DATED: 12/27, 2025

By: 
David Avila, on behalf of himself, the
PAGA Members, and the LWDA

DATED: _____, 2025

By: _____
David Juarez, on behalf of himself, the
PAGA Members, and the LWDA

DATED: _____, 2025

By: _____
Behr Process LLC
By: _____
Its: _____

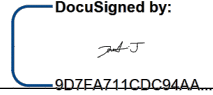
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IN WITNESS THEREOF, the Parties to this Settlement each acknowledge that they have read the foregoing Settlement, accept and agree to the provisions contained in this Settlement, and hereby execute it voluntarily and with full understanding of its consequences.

DATED: _____, 2025

By: _____
David Avila, on behalf of himself, the
PAGA Members, and the LWDA

DATED: 12/26/2025, 2025

By: 
David Juarez, on behalf of himself, the
PAGA Members, and the LWDA

DATED: _____, 2025

By: _____
Behr Process LLC
By: _____
Its: _____

16. **Binding Agreement.** The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement will be fully enforceable and binding on all Parties and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

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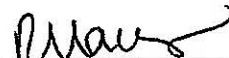
DATED: _____, 2025

By: _____
David Avila, on behalf of himself, the
PAGA Members, and the LWDA

DATED: _____, 2025

By: _____
David Juarez, on behalf of himself, the
PAGA Members, and the LWDA

DATED: Dec. 30, 2025

By: 
Behr Process LLC
By: RICHARD MANS
Its: Sr. VP, PEOPLE SERVICES

APPROVED AS TO FORM ONLY:

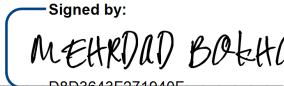
DATED: Dec 27, 2025

FALAKASSA LAW GROUP PC

By 
Joshua Falakassa
Attorney for Plaintiff David Avila

DATED: 12/27, 2025

BOKHOUR LAW GROUP PC

By 
Mehrdad Bokhour
Attorney for Plaintiff David Avila

DATED: _____, 2025

MOON LAW GROUP PC

By _____
Allen Feghali
Attorney for Plaintiff David Juarez

DATED: _____, 2025

O'HAGAN MEYER LLP

By _____
Soojin Kang
Attorneys for Defendant Behr Process LLC

APPROVED AS TO FORM ONLY:

DATED: _____, 2025

FALAKASSA LAW GROUP PC

By

Joshua Falakassa
Attorney for Plaintiff David Avila

DATED: _____, 2025

BOKHOUR LAW GROUP PC

By

Mehrdad Bokhour
Attorney for Plaintiff David Avila

DATED: Dec. 26, 2025

MOON LAW GROUP PC

By



Allen Feghali
Attorney for Plaintiff David Juarez

DATED: _____, 2025

O'HAGAN MEYER LLP

By

Soojin Kang

Attorneys for Defendant Behr Process LLC

APPROVED AS TO FORM ONLY:

DATED: _____, 2025

FALAKASSA LAW GROUP PC

By

Joshua Falakassa
Attorney for Plaintiff David Avila

DATED: _____, 2025

BOKHOUR LAW GROUP PC

By

Mehrdad Bokhour
Attorney for Plaintiff David Avila

DATED: _____, 2025

MOON LAW GROUP PC

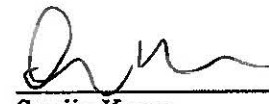
By

Allen Feghali
Attorney for Plaintiff David Juarez

DATED: Jan 5, ~~2025~~ ²⁰²⁶

O'HAGAN MEYER LLP

By



Soojin Kang

Attorneys for Defendant Behr Process LLC

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EXHIBIT “C”

TRUE AND CORRECT COPY OF

CV RESUME

[SEE ATTACHED]



Jarrett Gorlick CFP®

(818) 903-8824

jarrett@bergerconsultinggroup.com

Professional Experience

Berger Consulting Group

2016-PRESENT

Partner

- Create quantitative models and conduct quantitative analyses to assist attorneys prepare for various stages of litigation on more than 3,000 wage and hour lawsuits since 2016
- Analyze data from various industries including retail, healthcare, logistics, finance, hospitality, technology, and manufacturing for both single plaintiff cases and classes with more than 40,000 employees
- Perform data conversion using multiple commercial Optical Character Recognition (OCR) software to transform small to large volumes of documents and image files into Excel or other data formats like Microsoft Access databases
- Recognize patterns within data and automate calculations in order to objectively extract results from datasets
- Produce detailed reports, write case analysis summaries explaining results, and provide expert testimony of my findings

LPL Financial

2013-2017

Operations Manager

- Analyzed revenue data and created models to segment client base by revenue, Asset Under Management (AUM), and growth potential, facilitating annual AUM growth
- Developed the processes of repeatable, systematic investment research, securities trading, cash and client account management
- Implemented robust financial software, advancing data analysis and enhancing client recommendations via comprehensive financial plans

UCSB Extension

2016-2018

Instructor of Investment Analysis and Strategic Business Development

- Designed course curricula and materials to facilitate business development and corporate finance education commensurate with the University of California
- Utilized group projects, exams, and both academic and professional experience-based learning to ensure students with varying levels of professional and academic experience attained valuable skills and knowledge

Professional Credentials

- CERTIFIED FINANCIAL PLANNER™

Education

UCSB

2013

Bachelor of Arts (Honors Program; Double Major; Cumulative GPA: 3.83)

- *Economics (Major GPA: 3.95), Psychology (Major GPA: 3.69)*
- *Honors: Outstanding Scholastic Achievement in Economics for highest GPA in department, High Honors in College of Letters and Sciences, Dean's Honors List (8 quarters), United States Bowling Congress Scholarship*

Additional

- *Computer Skills:* Excel/VBA/Pivot, Python/R, STATA/SPSS, SQL, Access, Omnipage PDF Converter, ABBYY FineReader, Adobe Acrobat Pro
- *Volunteer Work:* Support Partners In Education, Santa Barbara Community Environmental Council, Casa Esperanza homeless shelter, UCSB Alumni Association, various UCSB Research Colloquia

Testimony

Berger Consulting Group

1. Rodriguez v Dynamic Auto Images, Orange County Superior Court Case No. 30-2019-01092692-CU-OE-CXC, Deposition 9/26/2022
2. Cruz v Talent Scale, Riverside County Superior Court Case No. RIC1821842, Deposition 5/26/2022
3. Liggins v GMRI, Los Angeles County Superior Court Case No. BC717321, Deposition 3/31/2022
4. Ortega v Carson Wild Wings, Los Angeles County Superior Court Case No. BC677389, Deposition 1/6/2022
5. Cruz v Dignity Health, Sacramento County Superior Court Case No. 34-2018-00245506, Deposition 11/23/2021
6. Larson v Mark Twain Medical Center, Calaveras County Superior Court Case No. 19CV44062, Deposition 11/18/2021
7. Powell v St Joseph's Medical Center, San Joaquin County Superior Court Case No. STK-CV-UOE-2019-00111555, Deposition 11/4/2021
8. Johnson v Bakersfield Memorial Hospital, Kern County Superior Court Case No. BCV-19-102016, Deposition 10/25/2021
9. Dawson v GoHealth, San Francisco County Superior Court Case No. CGC-19-577790, Deposition 10/21/2021
10. Torrez v Del Taco, Alameda County Superior Court Judicial Counsel Coordination Proceeding No. 4904, Deposition 10/5/2021
11. Ortega v Carson Wild Wings, Los Angeles County Superior Court Case No. BC677389, Deposition 9/9/2021
12. Haaverson v Tavistock Freebirds, Alameda County Superior Court Case No. RG19030716, Trial 8/19/2021
13. Escamilla v Ono Hawaiian BBQ, Los Angeles County Superior Court Case No. BC651992, Deposition 8/16/2021
14. Nash v Horizon Freight Systems, United States Northern District of California Case No. 3:19-cv-01883-VC, Deposition 8/11/2021
15. Harris v Villa Del Rio, Los Angeles County Superior Court Case No. 19STCV28198, Deposition 6/18/2021
16. Morgan v Rohr, United States Southern District of California Case No. 3:20-CV-00574-GPC-AHG, Deposition 5/24/2021
17. Fortson v Care Options Management Plans and Support Services, Alameda County Superior Court Case No. RG16818319, Trial 5/17/2021
18. Anderson v Safe Streets, United States Eastern District of California Case No. 2:18-CV-00323-KJM-GGH, Deposition 5/13/2021
19. Christensen v Carter's Retail, United States Central District of California Case No. 8:20-cv-00776 JLS (KESx), Deposition 4/15/2021
20. Fortson v Care Options Management Plans and Support Services, Alameda County Superior Court Case No. RG16818319, Deposition 3/26/2021
21. Torrez v Del Taco, Alameda County Superior Court Judicial Counsel Coordination Proceeding No. 4904, Deposition 3/3/2021
22. McCarty v SMG, United States Northern District of California Case No. 3:17-cv-06232-JD, Deposition 2/4/2021
23. Chaney v Select Education Group, Stanislaus County Superior Court Case No. CV-19-002224, Arbitration 12/4/2020
24. Chaney v Select Education Group, Stanislaus County Superior Court Case No. CV-19-002224, Deposition 11/24/2020
25. Zarate v La Pizza Loca, Los Angeles County Superior Court Case No. BC642655, Deposition 10/2/2020
26. Southern California Pizza Wage and Hour Cases, Orange County Superior Court Judicial Counsel Coordination Proceeding No. 4725, Deposition 9/17/2020
27. Hernandez v Terminix International, AAA Case No. 01-18-0000-4288, Arbitration 9/8/2020
28. Hernandez v Terminix International, AAA Case No. 01-18-0000-4288, Deposition 8/12/2020
29. Martinez v AA Meat Products, Los Angeles County Superior Court Case No. BC650944, Deposition 6/25/2020
30. Shi v J Filippi Vintage Company, San Bernardino County Superior Court Case No. CIVDS1806156, Trial 3/9/2020
31. Rosales v Staples Contract and Commercial, Los Angeles County Superior Court Judicial Counsel Coordination Proceeding No. 4854, Deposition 2/4/2020
32. Anderson v Safe Streets, AAA Case No. 01-18-0004-3136, Arbitration, 11/19/2019
33. Anderson v Safe Streets, AAA Case No. 01-18-0004-3136, Deposition 10/30/2019

34. Kelly v High Desert Support Services, San Bernardino County Superior Court Case No. CIVDS1616463, Trial 10/1/2019
35. Kelly v High Desert Support Services, San Bernardino County Superior Court Case No. CIVDS1616463, Deposition 9/9/2019
36. Reed & Moore v Aramark Uniform Services, Alameda County Superior Court Case No. RG16832314, Deposition 8/9/2019
37. Gamboa v Nelson Miller, Los Angeles County Superior Court Case No. BC658201, Deposition 4/2/2019
38. Leyva v SCPMG, Los Angeles County Superior Court Case No. BC621718, Deposition 7/26/2018
39. Emard v Twin Cities Community Hospital, AAA Case No. 01-17-0000-1313, Arbitration 7/19/2018
40. McConville v Renzenberger, United States Central District of California Case No. 17-cv-02972-FMO-JC, Deposition 2/1/2018
41. Galeano v Royal Laundry, San Mateo County Superior Court Case No. CIV534888, Deposition 10/12/2017

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EXHIBIT “D”

TRUE AND CORRECT COPY OF
SUBMISSION NOTICE LETTER

[SEE ATTACHED]

[DATE]

NOTICE OF PAGA SETTLEMENT

Avila et al. v. Behr Process LLC

Orange County Superior Court Case No. 30-2023-01366549

Dear [NAME]:

Plaintiffs David Avila and David Juarez (“Plaintiffs”) filed this lawsuit against their former employer, Behr Process LLC (former Behr Process Corporation) (“Defendant”), seeking civil penalties under the California Labor Code Private Attorneys General Act of 2004 (“PAGA”), Labor Code §§ 2698–2699.6.

What is a PAGA Action?

PAGA allows an employee to step into the shoes of the State of California to seek civil penalties for Labor Code violations committed by an employer. These penalties are primarily intended to enforce labor laws, deter future violations, and protect workers. In a PAGA action, 75% of any penalties recovered go to the State, and 25% go to the affected employees. Employees cannot opt out of a PAGA settlement, and the Court’s judgment approving the settlement binds all affected employees.

What Are the Claims?

Plaintiffs alleged that Defendant violated the Labor Code by, among other things: failing to pay all minimum and overtime wages; failing to provide compliant meal and rest periods or pay premiums; issuing inaccurate wage statements; failing to pay all earned sick pay and wages at separation; and failing to reimburse necessary business expenses.

If these alleged violations occurred, they could give rise to PAGA claims for civil penalties. Plaintiffs submitted notice to the Labor and Workforce Development Agency (“LWDA”) before filing suit, as required by law.

Defendant does not admit to any wrongdoing or that it is liable in any way for any civil penalties under PAGA. Defendant denies Plaintiffs' allegations and denies that it had engaged in any wrongdoing. Defendant asserts that it complied with all applicable legal requirements but agreed to this settlement in order to avoid the risk and costs of further legal proceedings.

Why Is There a Settlement?

The Court did not decide in favor of Plaintiffs or Defendant. Instead, both sides agreed to a settlement. This allows the Parties to avoid the risk and uncertainty of trial and any subsequent appeal. The Court has approved this settlement.

Who Is Included?

This settlement covers all current and former hourly, non-exempt employees who worked for the Defendant in California at any time between December 20, 2022, and March 9, 2025 ("PAGA Members").

What Does This Mean for You?

You are receiving this notice and the enclosed check because Defendant's records indicate that you meet the definition of PAGA Member.. You are therefore entitled to a share of the PAGA settlement.

The total PAGA settlement amount is \$560,000. After Court-approved deductions (including attorneys' fees, litigation costs, service payment, and settlement administration expenses), the net settlement amount is approximately \$347,502.49, of which:

- 75% (\$260,626.86) will be paid to the LWDA; and
- 25% (\$86,875.62) will be distributed to PAGA Members, including you, on a proportional basis based on the number of pay periods worked.

Tax Information

Your settlement payment is being reported as non-wage income. An IRS Form 1099 is enclosed for the full amount. You are responsible for any tax obligations associated with this payment. Please consult a tax professional with any questions.

Important Legal Notice

By law, you cannot opt out of the PAGA settlement. Even if you do not cash your check, you will still be bound by the release of PAGA claims. Specifically, you are releasing only claims for civil penalties under PAGA that were alleged in the operative complaint or that reasonably could have been alleged based on the facts stated in the complaint and the PAGA notice submitted to the LWDA. This includes penalties for violations of the following Labor Code sections: 201-203, 204, 208, 210, 216, 218.5, 223, 226, 226.3, 226.7, 227.3, 233, 234, 245-248.5, 256, 432, 432.5, 432.6, 432.7, 510, 511, 512, 516, 558, 559.1, 1194, 1194.2, 1197.1, 1198, 1198.5, 1199, 2698, et seq., and 2800-2804, and all applicable Wage Orders. This settlement does not release any individual wage claims or damages.

What Happens if You Don't Cash Your Check?

Your check must be cashed or deposited before the printed void date. Checks not cashed within 180 days will be void, and the funds will be sent to the State of California Unclaimed Property Fund in your name. No replacement checks will be issued.

Questions?

If you have questions, please contact the Settlement Administrator at [Phone Number] or [Email]. The Settlement Administrator cannot provide legal or tax advice. Do not contact the Court.

Sincerely,

Avila v. Behr Process LLC -- Settlement Administrator

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen years and not a party to the within action; my business address is 1901 Avenue of the Stars, Suite 520, Los Angeles, California 90067.

On January 6, 2026, I served the following document(s) described as **SUPPLEMENTAL DECLARATION OF MEHRDAD BOKHOUR IN SUPPORT OF MOTION TO APPROVE PAGA SETTLEMENT** on the interested as follows:

Alison Korgan
akorgan@ohaganmeyer.com
Soojin Kang
skang@ohaganmeyer.com
O'HAGAN MEYER LLP
550 S Hope St Ste 2400
Los Angeles, CA 90071-2618

**Attorney for Defendant
BEHR PROCESS CORPORATION**

Kane Moon
kmoon@moonlawgroup.com
Allen Feghali
afeghali@moonlawgroup.com
Julie Sohyun Oh
joh@moonlawgroup.com
MOON LAW GROUP, PC
725 South Figueroa Street, 31st Floor
Los Angeles, California 90017

**Attorneys for Plaintiff
DAVID JUAREZ**

BY ELECTRONIC SERVICE: I transmitted the above-referenced document(s) via electronic service provider First Legal to the person(s) identified above at the email address(es) indicated and did not, within a reasonable time after transmission, receive any message or communication indicating that delivery failed or that any other error had occurred which would delay or caused failure in transmission and delivery of the document and/or any attachments thereto.

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

Executed on January 6, 2026, at Los Angeles, California.

/s/ Carlos Garcia
Carlos Garcia