

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.

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.

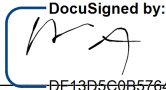
14. **Representation by Counsel.** The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement, and this Settlement has been executed with the consent and advice of counsel and reviewed in full.

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: 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: _____

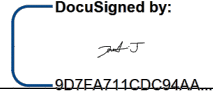
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DATED: _____, 2025

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: _____

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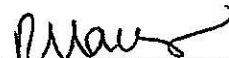
DATED: _____, 2025

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:

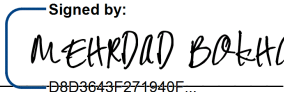
DATED: Dec 27, 2025

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

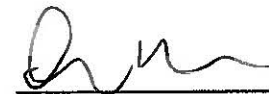
By

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