

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Paulina Lopez (“Plaintiff”) and Defendants Jessie Lord Bakery, LLC, CorTech International, LLC, and CorTech West Staffing LLC (“Defendants”). The Agreement refers to Plaintiff and Defendants collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s PAGA lawsuit alleging wage and hour violations against Defendants captioned *Paulina Lopez v. Jessie Lord Bakery, LLC, et al.*, Case No. 24STCV08694 pending in Superior Court of the State of California, County of Los Angeles.
- 1.2. “Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.
- 1.4. “PAGA Employees” means all current and former non-exempt employees of Defendant Jessie Lord Bakery, LLC that worked in the state of California at any time during the PAGA Period and all current and former non-exempt employees of Defendants CorTech International, LLC and CorTech West Staffing LLC who were placed to work at Jessie Lord Bakery, LLC in the State of California at any time during the PAGA Period.
- 1.5. “PAGA Employee Data” means PAGA Employee identifying information in Defendants’ possession including the PAGA Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.6. “PAGA Employee Address Search” means the Administrator’s investigation and search for current PAGA Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with PAGA Employees.
- 1.7. “Court” means the Superior Court of California, County of Los Angeles.
- 1.8. “Defense Counsel” means Davis Wright Tremaine LLP and Tredway Lumsdaine & Doyle LLP.
- 1.9. “Effective Date” means the date of the final approval order and judgment (“Judgment”) if no objections are filed. If objections are filed and overruled, and no appeal is taken, then the Effective Date will be 30 calendar days after the entry of the Judgment. If an appeal is taken from the Court’s overruling of objections to the settlement, then the

Effective Date will be 20 calendar days after the appeal is dismissed or after an appellate decision affirming the Judgment becomes final and non-appealable.

- 1.10. “Gross Settlement Amount” means \$365,000.00 which is the total amount Defendants agree to pay under the Settlement except as provided in Paragraph 8 below. Defendant Jessie Lord Bakery, LLC will contribute \$137,500 and Defendants CorTech International, LLC and CorTech West Staffing LLC will collectively contribute \$227,500. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, Plaintiff’s Representative Service Award, PAGA Counsel Fees Payment, the PAGA Employees’ and Defendants’ share of employment taxes, PAGA Counsel Litigation Expenses Payment, and the Administrator’s Expenses Payment.
- 1.11. “Individual PAGA Payment” means the PAGA Employees’ pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the PAGA Employee worked during the PAGA Period.
- 1.12. “Judgment” means the judgment entered by the Court granting PAGA Settlement Approval.
- 1.13. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.14. “LWDA PAGA Payment” means 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.15. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: the LWDA PAGA Payment, Plaintiff’s Representative Service Award, PAGA Counsel Fees Payment, the PAGA Employees’ and Defendants’ share of employment taxes, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to PAGA Employees as Individual PAGA Payments.
- 1.16. “PAGA Counsel” means Koul Law Firm and Majarian Law Group, APC, the attorneys representing the Plaintiff in the Action.
- 1.17. “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.18. “PAGA Pay Period” means any Pay Period during which an PAGA Employee worked for Defendants for at least one day during the PAGA Period.
- 1.19. “PAGA Period” means the period from January 23, 2023, and ends on either the date of approval of the settlement by the Court or November 1, 2024, whichever date occurs earlier.
- 1.20. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

- 1.21. “PAGA Notice” means Plaintiff’s January 23, 2024, letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.22. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the PAGA Employees and the 75% to the LWDA in settlement of PAGA claims.
- 1.23. “Plaintiff” means Paulina Lopez, the named plaintiff in the Action.
- 1.24. “Plaintiff’s Representative Service Award” means the payment made to Plaintiff to compensate her for initiating and pursuing the Action and undertaking the risk of liability for attorneys’ fees and expenses in the event she was unsuccessful in the prosecution of the Action.
- 1.25. “Approval Order” means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.26. “Released PAGA Claims” means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5 below.
- 1.27. “Released Parties” means: Defendants and their respective present and former subsidiaries, affiliates, parents, agents, employees, members, investors, partners, owners, directors, officers, attorneys, trustees, insurers, representatives, predecessors, successors and assigns.
- 1.28. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.29. “Defendants” means the Defendants Jessie Lord Bakery, LLC, CorTech International, LLC, and CorTech West Staffing LLC.

2. RECITALS.

- 2.1. On January 23, 2024, Plaintiff commenced this Action by filing a PAGA Notice letter. Following the exhaustion of the 65-day notice period, Plaintiff filed a PAGA Complaint which is the operative complaint in this Action (“Operative Complaint.”) In the Operative Complaint, Plaintiff alleges that Defendants are liable under the PAGA Statute (Cal. Labor Code Section 2698 *et seq.*) for (1) failing to pay for all hours worked, including overtime hours worked; (2) failing to pay minimum wage; (3) failing to pay wages owed twice a month; (4) failing to pay wages due upon termination; (5) failing to provide timely meal breaks; (6) failing to provide rest breaks; (7) failing to provide potable drinking water; (8) failing to provide safe working conditions; (9) failing to provide suitable seating; (10) failing to provide accurate itemized wage statements; and (11) failing to produce personal records. The Operative Complaint alleges violations of the following Labor Code sections: 200-204, 210, 218, 218.5, 226, 226.3, 226.7, 227.3, 256,

432, 510, 512, 558, 1109.5, 1174, 1194, 1194.2, 1197, 1197.2, 1198, 1199, 2350, 2441, 2698, 2802, 3457, 6400, 6401, 6402, 6403, 6404, 6407, and 6712. Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in the Operative Complaint, and deny any and all liability for the cause of action alleged.

- 2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendants and the LWDA by sending the PAGA Notice.
- 2.3. On October 9, 2024, the Parties participated in an all-day mediation presided over by Eve Wagner, Esq., which led to this Agreement to settle the Action.
- 2.4. Prior to mediation, Plaintiff obtained key company documents, including a representative sample of time and payroll records for the alleged PAGA Employees through informal discovery.
- 2.5. The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendants promise to pay \$365,000.00 in accordance with their respective contributions as set forth above and no more as the Gross Settlement Amount. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring PAGA Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.
- 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:
 - 3.2.1. To PAGA Counsel: Attorney's fees of not more than 33.33% of the Gross Settlement Amount, currently estimated to be \$121,654.50, and actual litigation costs of not more than \$25,000. Defendants will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA

Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.

- 3.2.2. To the Administrator: An Administrator Expenses Payment not to exceed \$6,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less, or the Court approves payment less than the amount stated above, the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.3. To the Plaintiff: a Representative Service Award of not more than \$9,000.00 which the Court will authorize to be paid to Plaintiff in recognition of her effort and risk in assisting with the prosecution of the Action and in return for executing a General Release with Defendants.
- 3.2.4. To the LWDA and PAGA Employees: PAGA Penalties to be paid from the Gross Settlement Amount, with 75% allocated to the LWDA PAGA Payment and 25% allocated to the Individual PAGA Payments.
 - 3.2.4.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the PAGA Employees' 25% share of PAGA Penalties by the total number of PAGA Period Pay Periods worked by all PAGA Employees during the PAGA Period and (b) multiplying the result by each PAGA Employee's PAGA Period Pay Periods. PAGA Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
 - 3.2.4.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1. PAGA Employee Pay Period Estimate. Based on a review of its records as of the date of mediation, Defendants estimate there are 10,478 PAGA Pay Periods from January 23, 2023, through October 9, 2023.
- 4.2. PAGA Employee Data. Within 14 business days of settlement approval, Defendants will deliver the PAGA Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect PAGA Employee' privacy rights, the Administrator must maintain the PAGA Employee Data in confidence, use the PAGA Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the PAGA Employee Data to Administrator employees who need access to the PAGA Employee Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify PAGA Counsel if it discovers that the PAGA Employee Data omitted employee identifying information and to provide corrected or updated PAGA Employee Data as soon as reasonably feasible. Without a reasonable extension of the deadline by

which Defendants must send the PAGA Employee Data to the Administrator if necessary, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted PAGA Employee Data.

- 4.3. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator within thirty (30) days of the Effective Date.
- 4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendants fund the Gross Settlement Amount, the Administrator will process all employment taxes and mail checks for all Individual PAGA Payments, Plaintiff's representative service award, the LWDA PAGA Payment, the Administration Expenses Payment, and the PAGA Counsel Attorneys' Fees and Expenses Payments. Disbursement of the PAGA Counsel Attorneys' Fees and Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.
 - 4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the PAGA Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
 - 4.4.2. The Administrator must conduct an PAGA Employee Address Search for all PAGA Employees whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the PAGA Employee Address Search. The Administrator need not take further steps to deliver checks to PAGA Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any PAGA Employee whose original check was lost or misplaced, as requested by the PAGA Employee prior to the void date.
 - 4.4.3. For any PAGA Employee whose Individual PAGA Payment check is uncashed and canceled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the PAGA Employee.
 - 4.4.4. The payment of Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to the PAGA Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. **RELEASES OF CLAIMS.** Effective on the date when Defendants fully fund the entire Gross Settlement Amount Plaintiff will release claims against all Released Parties as

follows:

5.1 Plaintiff's Release. In consideration of Plaintiff's awarded Representative Service Payment and Individual PAGA Payment, Plaintiff fully waives, releases and discharges any and all known and unknown claims against Released Parties and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, including, but not limited to all claims relating to or arising out of her work performed at Defendants, whether known or unknown ("Plaintiff Released Claims"). This Release includes, but is not limited to any claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice ("Plaintiff's Release") as detailed in paragraph 2.1, above. Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

5.2 Release of Claims for PAGA Employees and the State of California:

Upon the Effective Date, Plaintiff, all PAGA Employees, and the State of California are deemed to release the Released Parties and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, from any and all claims and remedies, known or unknown, for civil penalties under California Labor Code section 2698 et seq. (PAGA) that were asserted in any and/or all of the complaints in the Action and/or any of Plaintiff's letter to the LWDA (including any subsequently amended complaints or letters, if any); and/or any and all claims and remedies, known or unknown, that could have been asserted based on the factual allegations in any and/or all of the complaints in the Action and/or any of Plaintiff's letters to the LWDA (including any subsequently amended complaints or letters, if any), including all sections of the California Labor Code listed in paragraph 2.1, above. The release shall run through the PAGA Period.

5.3 Release by PAGA Counsel:

PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Fees incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

6. **MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.** The Parties agree that Plaintiff will prepare and file a stipulation or motion for approval of this Settlement.

- 6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of PAGA Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with PAGA Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (iv) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (v) all facts relevant to any actual or potential conflict of interest with PAGA Employees and/or the Administrator. In their Declarations, Plaintiff and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.
- 6.2 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the stipulation or motion for approval of this Settlement no later than 30 days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's order approving the settlement to the Administrator.
- 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected ILYM Group, Inc., to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc., agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.
- 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 7.4 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. PAGA EMPLOYEE SIZE ESTIMATES and ESCALATOR CLAUSE

Based on its records, Defendants represented that as of October 9, 2024, there are approximately 10,478 pay periods from January 23, 2023, through October 9, 2024. If it is determined that the actual number of pay periods as of the date of PAGA settlement approval or November 1, 2024, whichever is earlier, exceeds 12,050 (15% more than the number of pay periods estimated as of October 9, 2024), Defendants shall have the option to either: (a) increase by 1% for every 1% over the 15% threshold, or (b) end the PAGA Period on the date the number of pay periods worked by PAGA Employees equals 12,050.

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

- 9.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes

final, except as to matters that do not affect the amount of the Net Settlement Amount.

10. ADDITIONAL PROVISIONS.

- 10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).
- 10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 10.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 10.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement

be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

- 10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 10.11 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement. The Parties and their counsel agree that they will not, unless required by law, communicate or publicize the existence of or set forth the terms of the settlement in a public manner, including without limitation by communicating or publicizing the existence of or the terms of the settlement to members of the press, or to publish such information on any website or social media forum (including through organizations that publicize verdicts and settlements and on websites operated by or for counsel). Nothing herein shall be interpreted as preventing any good-faith communications by any Counsel for the Parties and/or any Parties with the courts, PAGA Employees, or the Settlement Administrator for the purpose of facilitating the settlement of the Lawsuit. Nothing herein shall prevent the Parties from filing documents and communicating with the courts and other counsel in connection with the Lawsuit. Nothing shall prevent Defendants from communicating with their employees, ownership, and lender concerning the Settlement.
- 10.12 Use and Return of PAGA Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of PAGA Employee Data received from Defendants unless, prior to the Administrator's payment of all Settlement Funds, Defendants make a written request to PAGA Counsel for the return, rather than the destruction, of PAGA Employee Data.

- 10.13 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 10.14 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 10.15 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Nazo Koulloukian
nazo@koullaw.com
KOUL LAW FIRM
3435 Wilshire Blvd., Suite 1710
Los Angeles, CA 90010
Telephone: (213) 761-5484

Sahag Majarian, Esq.
sahagii@majarianlawgroup.com
Garen Majarian, Esq.
garen@majarianlawgroup.com
MAJARIAN LAW GROUP, APC
18250 Ventura Blvd.
Tarzana, CA 91356
Telephone: (818) 609-0807

To Defendants:

Counsel for Jessie Lord Bakery, LLC
Julie Capell
Jibraun Riaz
Stephen Franz
juliecapell@dwt.com
jibraunriaz@dwt.com
stephenfranz@dwt.com
DAVIS WRIGHT TREMAINE, LLP
865 S. Figueroa St., Suite 2400
Los Angeles, CA 90017
Telephone: (213) 633-6800

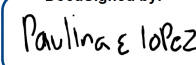
Counsel for CorTech International, LLC and CorTech West Staffing LLC
Shannon Jenkins
sjenkins@tldlaw.com
TREDWAY LUMSDAINE & DOYLE LLP
2010 Main Street, Suite 1000
Irvine, CA 92614
Telephone: (949) 756-0684

10.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.17 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

Plaintiff: 11/19/2024

Dated: October __, 2024

DocuSigned by:

1E3811232795437...

Plaintiff, Paulina Lopez

Defendants:

Dated: October __, 2024

By:
Defendant Jessie Lord Bakery LLC

Dated: October __, 2024

By:
Defendant CorTech International, LLC

Dated: October __, 2024

By:
Defendant CorTech West Staffing LLC

Counsel for CorTech International, LLC and CorTech West Staffing LLC
Shannon Jenkins
sjenkins@tldlaw.com
TREDWAY LUMSDAINE & DOYLE LLP
2010 Main Street, Suite 1000
Irvine, CA 92614
Telephone: (949) 756-0684

10.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.17 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

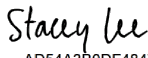
Plaintiff:

Dated: October __, 2024

Plaintiff, Paulina Lopez

Defendants:

Dated: 11/8/2024

Signed by:

AD54A3B0DE48474

By:
Defendant Jessie Lord Bakery LLC

Dated: October __, 2024

By:
Defendant CorTech International, LLC

Dated: October __, 2024

By:
Defendant CorTech West Staffing LLC

Counsel for CorTech International, LLC and CorTech West Staffing LLC
Shannon Jenkins
sjenkins@tldlaw.com
TREDWAY LUMSDAINE & DOYLE LLP
2010 Main Street, Suite 1000
Irvine, CA 92614
Telephone: (949) 756-0684

10.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.17 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

Plaintiff:

Dated: October __, 2024

Plaintiff, Paulina Lopez

Defendants:

Dated: October __, 2024

By:
Defendant Jessie Lord Bakery LLC



Dated: November 11, 2024

By: Michael Greco
Defendant CorTech International, LLC

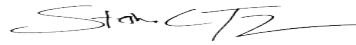


Dated: November 11, 2024

By: Michael Greco
Defendant CorTech West Staffing LLC

Approved as to form:

Dated: November 8, 2024



Julie Capell
Jibraun Riaz
Stephen Franz
Davis Wright Tremaine LLP
Counsel for Defendant Jessie Lord Bakery LLC

Dated: October__, 2024

Shannon Jenkins
Tredway Lumsdaine & Doyle LLP
Counsel for Defendant CorTech International, LLC and
CorTech West Staffing LLC

Dated: October__, 2024

Nazo Koulloukian
Sahag Majarian, II
Garen Majarian
Counsel for Plaintiff Paulina Lopez

Approved as to form:

Dated: October__, 2024

Julie Capell
Jibraun Riaz
Stephen Franz
Davis Wright Tremaine LLP
Counsel for Defendant Jessie Lord Bakery LLC

Dated: November 11, 2024

Shannon Marie Jenkins, Esq.

Shannon Jenkins
Tredway Lumsdaine & Doyle LLP
Counsel for Defendant CorTech International, LLC and
CorTech West Staffing LLC

Dated: October__, 2024

Nazo Koulloukian
Sahag Majarian, II
Garen Majarian
Counsel for Plaintiff Paulina Lopez

Approved as to form:

Dated: October__, 2024

Julie Capell
Jibraun Riaz
Stephen Franz
Davis Wright Tremaine LLP
Counsel for Defendant Jessie Lord Bakery LLC

Dated: October__, 2024

Shannon Jenkins
Tredway Lumsdaine & Doyle LLP
Counsel for Defendant CorTech International, LLC and
CorTech West Staffing LLC

Dated: October__, 2024 11/19/2024

DocuSigned by:

5F97388C1D414C7...

Nazo Koulloukian
Sahag Majarian, II
Garen Majarian
Counsel for Plaintiff Paulina Lopez

EXHIBIT A – NOTICE OF PAGA SETTLEMENT

[Date], 202__

[Settlement Administrator Name]

[Settlement Administrator Address]

[Employee Name]

[Employee Street Address]

[City, State Zip]

Re: PAGA Settlement Payment

Dear Current or Former Jessie Lord Bakery, LLC, CorTech International, LLC, and/or CorTech West Staffing LLC Employee:

You have received this notice because records of Jessie Lord Bakery, LLC, CorTech International, LLC, and/or CorTech West Staffing LLC (“Defendants”) indicate that you work or have worked for Defendants at Jessie Lord Bakery, LLC, in California at some time between January 23, 2023, through [_____]. This notice relates to the settlement of a lawsuit titled *Paulina Lopez v. Jessie Lord Bakery, LLC, et al.*, currently pending in the Los Angeles Superior Court, Case No. 24STCV08694 (the “Lawsuit”).

In the Lawsuit, Plaintiff Paulina Lopez (“Plaintiff”) seeks civil penalties pursuant to the California Private Attorneys General Act (“PAGA”), a law which allows a Plaintiff to attempt to recover penalties on behalf of the State of California and on behalf of employees who Plaintiff claims were “aggrieved” by alleged wage and hour violations. In the Lawsuit, Plaintiff alleges that Defendants are liable for failure to pay minimum wages including overtime wages; failure to pay minimum wage; failure to pay all wages owed twice per month; failure to pay wages due upon termination; failure to provide meal breaks; failure to provide rest breaks; failure to provide potable drinking water; failure to provide safe working conditions; failure to provide suitable seating; failure to provide accurate itemized wage statements; and failure to produce personnel records.

Defendants strongly dispute Plaintiff’s allegations and maintain that Defendants have fully complied with all applicable wage and hour laws. The Court has not issued any ruling regarding the merits of the Lawsuit. Nonetheless, to avoid the cost and distraction of litigation, Defendants have made a business decision to settle the Lawsuit, which settlement has been approved by the Court.

The enclosed settlement check represents your portion of the Court-approved PAGA settlement. You will not be retaliated against for cashing your check. Checks that are not cashed within 180 days of issuance will be voided and the funds will be transmitted to the state controller unclaimed payment fund in your name. You may search for unclaimed funds online at: https://www.sco.ca.gov/search_upd.html

Regardless of what you do with the settlement check, you will have released claims for penalties arising under PAGA as asserted in the Lawsuit.

If you have any questions about this notice, please contact the Settlement Administrator, [NAME] at <<number/email>>.

THIS NOTICE IS NOT AN EXPRESSION OF ANY OPINION BY THE COURT AS TO THE MERITS OF THE CLAIMS OR DEFENSES BY EITHER SIDE IN THE LAWSUITS. PLEASE DO NOT CONTACT THE COURT REGARDING THE CASES.