

JOINT STIPULATION OF SETTLEMENT

This Joint Stipulation of Settlement (“the Joint Stipulation”) is made by and between Plaintiff Feliciano Armenta (“Plaintiff”) and Defendant California Access Scaffold, LLC (“CAS”). The Joint Stipulation refers to Plaintiff and CAS collectively as the “Parties,” or individually as “Party.”

1. **DEFINITIONS.**

- 1.1. “Action” shall mean the lawsuit entitled *Feliciano Armenta v. California Access Scaffold, LLC*, Los Angeles County Superior Court, Case No. 24STCV01588, including the Complaint and First Amended Complaint filed therein.
- 1.2. “Administrator” shall mean ILYM Group (“ILYM”), the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” shall mean the amount the Administrator shall 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 the Settlement.
- 1.4. “Aggrieved Employee(s)” shall mean all current and former employees of CAS within the State of California who are or were employed as non-exempt hourly employees by CAS during the PAGA Period.
- 1.5. “Aggrieved Employee Data” shall mean Aggrieved Employee identifying information in CAS’ possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.6. “Aggrieved Employee Address Search” shall mean the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and shall mean including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.
- 1.7. “Court” shall mean the Superior Court of California, County of Los Angeles.
- 1.8. “Defense Counsel” shall mean Fisher & Phillips, LLP.
- 1.9. “Effective Date” shall mean the date the Court enters the Judgment.
- 1.10. “Enhancement Award” shall mean the award that Plaintiff shall apply for, in the amount of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00), for his work in prosecuting the Action and securing the Settlement, subject to the Court’s approval.

- 1.11. “Gross Settlement Amount” shall mean One Hundred Twenty-Five Thousand Dollars and Zero Cents (\$125,000.00), which is the total amount CAS agrees to pay in the Settlement. The Gross Settlement Amount shall be used to pay the Individual PAGA Payments, the LWDA PAGA Payment, the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, the Enhancement Award, and the Administration Expenses Payment.
- 1.12. “Individual PAGA Payment(s)” shall mean all Aggrieved Employees’ pro rata share of 25% of the Net Settlement Amount, calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.13. “Judgment” shall mean the judgment entered by the Court in connection with its order granting approval of the Settlement.
- 1.14. “LWDA” shall mean the California Labor and Workforce Development Agency, the agency entitled, under California Labor Code section 2699, subd. (i).
- 1.15. “LWDA PAGA Payment” shall mean the 75% of the Net Settlement Amount paid to the LWDA, under California Labor Code section 2699, subd. (i).
- 1.16. “MOU” shall mean the Memorandum of Understanding of Settlement, made by and entered into between the Parties, with signatures and countersignatures in April 2025.
- 1.17. “Net Settlement Amount” shall mean the Gross Settlement Amount, less the following payments in the amounts approved by the Court: (i) the PAGA Counsel Fees Payment; (ii) the PAGA Counsel Litigation Expenses Payment; (iii) the Enhancement Award; and (iv) the Administration Expenses Payment. 75% of the Net Settlement Amount shall be paid to the LWDA as the LWDA PAGA Payment, and the remaining 25% of the Net Settlement Amount is to be paid to the Aggrieved Employees as the Individual PAGA Payments.
- 1.18. “PAGA” shall mean the Private Attorneys General Act of 2004, codified at Labor Code section 2698, *et seq.*
- 1.19. “PAGA Counsel” shall mean Bradley/Grombacher LLP.
- 1.20. “PAGA Counsel Fees Payment” shall mean the amount allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees incurred to prosecute the Action.
- 1.21. “PAGA Counsel Litigation Expenses Payment” shall mean the amount allocated to PAGA Counsel for reimbursement of reasonable expenses incurred to prosecute the Action.
- 1.22. “PAGA Notice” shall mean the PAGA Notice, dated January 19, 2024, bearing submission number AP-5014217, submitted by PAGA Counsel to the LWDA on January 20, 2024, associated with LWDA case number LWDA-CM-1006116-24, providing notice pursuant to California Labor Code section 2699.3, subd. (a).

- 1.23. "PAGA Pay Period(s)" shall mean all pay periods during which an Aggrieved Employee worked for CAS for at least one day during the PAGA Period.
- 1.24. "PAGA Penalties" shall mean the total amount of PAGA civil penalties to be paid from the Net Settlement Amount, allocated as 25% to the Aggrieved Employees and 75% to the LWDA, in settlement of the Released PAGA Claims.
- 1.25. "PAGA Period" shall mean the period commencing on January 19, 2023, through the earliest of (i) the date on which the number of PAGA Pay Periods exceeds 7,150, (ii) the date of the Judgment, or (iii) June 8, 2025.
- 1.26. "Released PAGA Claims" shall mean the claims being released by Plaintiff and PAGA Counsel, as set forth in Section 5, *infra*.
- 1.27. "Released Parties" shall mean CAS and any of its past, present, and future direct or indirect parents, subsidiaries, predecessors, successors, affiliates, sectors, divisions, assigns, joint venturers, third parties, and other related entities, as well as each of their present and future officers, directors, administrators, trustees, staff, members, managers, employees, agents, representatives, attorneys, insurers, re-insurers, partners, investors, and shareholders, as well as any individual or entity which could be jointly liable with CAS.
- 1.28. "Settlement" shall mean the disposition of the Action, on the terms set forth in the Joint Stipulation.

2. RECITALS.

- 2.1. On January 19, 2024, Plaintiff initiated the Action by and through filing of a Class Action Complaint. On May 6, 2024, Plaintiff filed a First Amended Complaint, adding a cause of action for PAGA penalties predicated on the same theories of liability asserted in the initial complaint. CAS denies the allegations in the Action, denies any failure to comply with the laws identified in the Action, and denies any and all liability for the causes of action alleged.
- 2.2. Pursuant to California Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to CAS and the LWDA by sending the PAGA Notice.
- 2.1. On April 8, 2025, the Parties participated in a full-day mediation with neutral Michael Mandel, Esq., which led to an agreement to settle the Action, on the terms set forth in the MOU.
- 2.2. Prior to mediation, Plaintiff obtained, through informal discovery, Plaintiff's personnel file, including time and payroll records, CAS's policies and procedures regarding the payment of wages, the provision of meal and rest breaks, timekeeping policies (including recording hours), issuance of wage statements, and termination wages, a 25% sampling

of the payroll and time records for the Aggrieved Employees, the number of putative Aggrieved Employees, and the estimated number of PAGA Pay Periods, among other information. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal. App. 4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal. App. 4th 116, 129-130 ("*Dunk/Kullar*").

- 2.3. The Parties, PAGA Counsel, and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that shall be extinguished or affected by the Settlement.

3. **MONETARY TERMS.**

- 3.1. Gross Settlement Amount. CAS shall pay the sum of One Hundred Twenty-Five Thousand Dollars and Zero Cents (\$125,000.00) as the Gross Settlement Amount. CAS shall have no obligation to pay the Gross Settlement Amount, or any portion thereof, prior to the deadline stated in Section 4, *infra*. The Administrator shall disburse the entire Gross Settlement Amount, as set forth in Sections 4 and 6, *infra*, without asking or requiring any of the Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount shall revert to CAS.
- 3.2. Payments from the Gross Settlement Amount. The Administrator shall make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in its order granting approval of the settlement:
- 3.2.1. To PAGA Counsel: CAS shall not oppose requests by PAGA Counsel to approve payments for the PAGA Counsel Fees Payment, not to exceed one-third of the Gross Settlement Amount, and which is currently estimated to be in the amount of \$41,250.00, and the PAGA Counsel Litigation Expenses Payment, which shall not exceed \$20,000.00. Plaintiff shall file an application or motion for the PAGA Counsel Fees Payment and the PAGA Litigation Expenses Payment. If the Court approves the PAGA Counsel Fees Payment and/or the PAGA Counsel Litigation Expenses Payment in amounts less than those requested, the Administrator shall allocate the amount requested, but not awarded, in excess of the actual payments to the Net Settlement Amount. The Released Parties shall have no liability to PAGA Counsel or any other attorneys for Plaintiff arising from any claim to any portion of the PAGA Counsel Fees Payment and/or the PAGA Counsel Litigation Expenses Payment. The Administrator shall pay the PAGA Counsel Fees Payment and the PAGA Counsel Expenses Payment using one or more IRS Forms 1099. PAGA Counsel assumes full responsibility and liability for any and all taxes that may be owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment, and holds the Released Parties harmless, and indemnifies the Released Parties from, any dispute or controversy regarding any division or sharing of any of these payments.

- 3.2.2. To Plaintiff: Plaintiff shall apply for the Enhancement Award, which CAS shall not oppose. If the Court awards less than the Enhancement Award requested, the amount requested, but not awarded, in excess of the actual award shall be allocated to the Net Settlement Amount.
- 3.2.3. To the Administrator: The Administration Expenses Payment, not to exceed \$5,000.00 except upon a showing of good cause approved by the Court. To the extent the expenses actually incurred by the Administrator are less than said amount, or the Court approves the Administration Expenses Payment in an amount less than said amount, the Administrator shall allocate the amount in excess of the amount actually incurred to the Net Settlement Amount.
- 3.2.4. To the LWDA and the Aggrieved Employees: The PAGA Penalties shall be paid from the Net Settlement Amount, with 75% allocated to the LWDA PAGA Payment and 25% allocated to the Individual PAGA Payments.
- 3.2.4.1. The Administrator shall calculate each of the Individual PAGA Payments by (i) dividing the total amount of the Aggrieved Employees' collective 25% share of the PAGA Penalties by the total number of PAGA Pay Periods, and (ii) multiplying the resulting sum by the number of PAGA Pay Periods for the given Aggrieved Employee. The Aggrieved Employees assume full responsibility and liability for any taxes that may be owed on their Individual PAGA Payments.
- 3.2.4.2. The Administrator shall report the Individual PAGA Payments on IRS Forms 1099, to the extent required by law.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1. Aggrieved Employee Data. Within fourteen (14) calendar days of the Effective Date, CAS shall deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Joint Stipulation. CAS has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which CAS must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel shall expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.
- 4.2. Funding of Gross Settlement Amount. CAS shall remit, or cause to be remitted, the full amount of the Gross Settlement Amount as follows: (i) the first half of the Gross Settlement Amount (*i.e.*, \$62,500.00) shall be paid by CAS within fifteen (15) calendar

days of the Effective Date; and (ii) the second half of the Gross Settlement Amount (*i.e.*, \$62,500.00) shall be paid by CAS on or before December 31, 2025.

- 4.3. Payments from the Gross Settlement Amount. Within fourteen (14) calendar days of CAS fully funding the Gross Settlement Amount, the Administrator shall mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Enhancement Payment, the Administration Expenses Payment, the PAGA Counsel Fees Payment, and the PAGA Counsel Litigation Expenses Payment. Disbursement of the PAGA Counsel Fees Payment or the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

4.3.1. The Administrator shall issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check shall be voided. The Administrator shall 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.

4.3.2. The distribution of Individual PAGA Payments shall be accompanied by the Notice of PAGA Settlement.

4.3.3. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

4.3.4. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

4.3.5. The payment of Individual PAGA Payments shall not obligate CAS to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Joint Stipulation.

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

5.1 Plaintiff's Release.

5.1.1 Scope of Plaintiff's Release. Plaintiff and his respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the PAGA Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained in the Class Complaint and/or the FAC; and (b) all claims arising under PAGA that were, or reasonably could have been, alleged, based on facts contained in the Class Complaint, the FAC, or the PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce the Joint Stipulation, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the PAGA Period. Plaintiff acknowledges that he 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. The Settlement shall not impact Aggrieved Employees' ability to assert claims other than the PAGA claims being released by the Settlement.

5.1.2 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.

5.1.3 Release by Aggrieved Employees. The State of California and the Aggrieved Employees release, and hereby deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the FAC and the PAGA Notice, including alleged violations of California Labor Code sections 200, 201, 202, 203, 204, 206, 210, 218.5, 221, 223, 226, 226.3, 226.7, 246, 256, 510, 512, 516, 1174, 1174.5, 1182, 1182.11, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2698, *et seq.*, 2699, *et seq.*, and 2699.3.

5.1.4 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 attorneys' fees and costs incurred in connection with the Class Complaint, the FAC, and the PAGA Notice, and the Settlement.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.

- 6.1 Responsibilities of PAGA Counsel. PAGA Counsel shall, not later than 30 days after full execution of the Joint Stipulation, prepare and file a motion or, if permitted, stipulation seeking the Court's approval of the Settlement and, if the former, further advocate for approval at hearing on said motion. PAGA Counsel shall, upon entry of the Judgment, promptly deliver the Court's order approving the Settlement to the Administrator.
- 6.2 Plaintiff's Responsibilities. Plaintiff shall prepare and deliver to Defense Counsel all documents necessary for obtaining approval of the Settlement, via the procedure set forth in Section 6.1, *supra*, under California Labor Code section 2699, subd. (f)(2)), including: (i) a draft proposed order granting approval of the 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 the Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with the Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel, or Defense Counsel, other than a professional relationship arising out of prior experiences administering settlements; (iii) a signed declaration from PAGA Counsel attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (California Labor Code section 2699.3, subd. (a)), FAC (California Labor Code section 2699, subd. (l)(1)), the Joint Stipulation (California Labor Code section 2699, subd. (l)(2)); (iv) a redlined version of the Joint Stipulation showing all modifications made to the Model Joint Stipulation ready for filing with the Court; and (v) all facts relevant to any actual or potential conflict of interest with the Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiff and PAGA Counsel shall aver, if true, that they are not aware of any other pending matter or action asserting claims that shall be extinguished or adversely affected by the Settlement.
- 6.3 Duty to Cooperate. Should the Parties disagree on any aspect of the stipulation or motion for approval of the Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel shall expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. Should the Court not grant the stipulation or motion for approval of the Settlement, or conditions its approval on any material change to the Joint Stipulation, PAGA Counsel and Defense Counsel shall expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Joint Stipulation and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected ILYM to serve as the Administrator and have verified that, as a condition of appointment, ILYM agrees to be bound by the Joint Stipulation and to perform, as a fiduciary, all duties specified in the Joint Stipulation in exchange for payment of the 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 United States 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 the Joint Stipulation or otherwise.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES.

- 8.1 Based on its records, CAS previously estimated and represented, and again estimates and represents now, that, as of the date of mediation, there were approximately 138 Aggrieved Employees who worked approximately 6,500 PAGA Pay Periods. The Gross Settlement Amount was agreed upon based on said representation. Should the number of PAGA Pay Periods exceed 10% of said estimate (i.e., more than 7,150), CAS shall, at its sole discretion, have the option to: (i) increase the Gross Settlement Amount on a pro rata basis relative to the increase in PAGA Pay Periods exceeding 10%; or (ii) end the PAGA Period on a date in which the total number of PAGA Pay Periods are equal to or less than 7,150. To avoid any uncertainty as to the PAGA Period end date, CAS and/or the Administrator shall verify the number of PAGA Pay Periods, and CAS’ election under this Section, prior to Plaintiff filing the stipulation or motion seeking the Court’s approval of the Settlement.

9. CONTINUING JURISDICTION OF THE COURT AND APPEAL.

- 9.1. Following entry of the Judgment, the Court shall retain jurisdiction over the Parties, the Action, and the Settlement, solely for purposes of (i) enforcing the Joint Stipulation and/or the Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-judgment matters as are permitted by law.
- 9.2. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of the Joint Stipulation, the Parties and 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, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. Should another party appeal the Judgment, the Parties' obligations to perform under the Joint Stipulation shall 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.

- 9.3. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. Should the reviewing Court vacate, reverse, or modify the Judgment in a manner that requires a material modification to the Joint Stipulation, the Joint Stipulation shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain approval of the Settlement and entry of the Judgment, sharing, on a 50/50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of any payments to PAGA Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

10. ADDITIONAL PROVISIONS.

- 10.1 No Admission of Liability or Representative Manageability for Other Purposes. The Joint Stipulation represents a compromise and settlement of highly disputed claims. Nothing in the Joint Stipulation is intended or shall be construed as an admission by CAS that any of the allegations in the Action have merit or that CAS has any liability for any claims asserted. Nothing in the Joint Stipulation is intended or shall be construed as an admission by Plaintiff that CAS's defenses in the Action have merit. Representative treatment shall be for purposes of the Settlement, only. Should, for any reason, the Court not approve the Settlement, CAS reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest CAS's defenses. The Settlement, the Joint Stipulation, and the Parties' willingness to settle the Action shall have no bearing on, and shall not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and the Joint Stipulation).
- 10.2 Integrated Joint Stipulation. Upon execution by all Parties and their respective counsel, the Joint Stipulation 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 CAS, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to the Joint Stipulation to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of the Joint Stipulation, including any amendments to the Joint Stipulation.
- 10.4 Cooperation. The Parties and their respective counsel shall cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other

things, modifying the Joint Stipulation, submitting supplemental evidence, or supplementing points and authorities as requested by the Court, should the need arise for same. Should the Parties be unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Joint Stipulation that may become necessary to implement the Settlement, the Parties shall 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 any portion of any liability, claim, demand, action, cause of action, or right released and discharged by that Party in the Settlement.
- 10.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, CAS, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in the Joint Stipulation 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 Joint Stipulation. The Joint Stipulation, 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 Joint Stipulation Binding on Successors. The Joint Stipulation shall 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 the Joint Stipulation and its exhibits shall 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 the Joint Stipulation. The Joint Stipulation shall 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 the Joint Stipulation relating to the confidentiality of information shall survive the execution of the Joint Stipulation.
- 10.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to California Evidence Code section 1152, and all copies and summaries of the Aggrieved Employee Data provided to PAGA Counsel by CAS in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to the Settlement, and for 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 disburse the Settlement funds, Plaintiff and PAGA Counsel shall destroy all paper and electronic versions of the Aggrieved Employee Data received from CAS unless, prior to the Administrator's payment of the Settlement funds, CAS makes a written request to

PAGA Counsel for the return, rather than the destruction, of the Aggrieved Employee Data.

- 10.13 Headings. The descriptive heading of any Section of the Joint Stipulation is inserted for convenience of reference only and does not constitute a part of the Joint Stipulation.
- 10.14 Calendar Days. Unless otherwise noted, all references to “days” in the Joint Stipulation shall be to calendar days. Should any date or deadline set forth in the Joint Stipulation fall 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 the Joint Stipulation shall 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:

Marcus Bradley
mbradley@bradleygrombacher.com
BRADLEY/GROMBACHER LLP
31365 Oak Crest Drive, Suite 240
Westlake Village, CA 91361

To CAS:

Landon R. Schwob
lschwob@fisherphillips.com
Harrison Thorne
hthorne@fisherphillips.com
Carol A. Ibrahim
cibrahim@fisherphillips.com
FISHER & PHILLIPS LLP
444 South Flower St., Suite 1500
Los Angeles, CA 90071

- 10.16 Execution in Counterparts. The Joint Stipulation may be executed in one or more counterparts by facsimile, electronically (*i.e.*, DocuSign), or email which for purposes of the Joint Stipulation shall be accepted as an original. All executed counterparts and each of them shall be deemed to be one and the same instrument, and counsel for the Parties shall exchange between themselves all signed counterparts. Any executed counterpart shall be admissible in evidence to prove the existence and contents of the Joint Stipulation.
- 10.17 Stay of Litigation. Upon the execution of the Joint Stipulation, the Action shall be stayed, except as necessary to effectuate the terms of the Joint Stipulation and, pursuant to California Code of Civil Procedure Section 583.330, the date to bring a case to trial

under California Code of Civil Procedure section 583.310 shall be extended for the entire period of the administration of the Settlement.

FELICIANO ARMENTA

Dated: 6/10/2025, 2025

Firmado por:
Feliciano Armenta
ACBBCE57BD5D46D...

Dated: _____, 2025

By: _____
Name: _____
Its: _____
Authorized Representative for
CALIFORNIA ACCESS SCAFFOLD, LLC

BRADLEY/GROMBACHER, LLP

Dated: 6/10/2025, 2025

DocuSigned by:
Marcus Bradley
4EG77GG0440240A...

Marcus Bradley, Esq.
Attorneys for Plaintiff
FELICIANO ARMENTA

FISHER & PHILLIPS, LLP

Dated: _____, 2025

Landon R. Schwob, Esq.
Harrison Thorne, Esq.
Carol A. Ibrahim, Esq.
Attorneys for Defendant
CALIFORNIA ACCESS SCAFFOLD, LLC

under California Code of Civil Procedure section 583.310 shall be extended for the entire period of the administration of the Settlement.

FELICIANO ARMENTA

Dated: _____, 2025

Dated: June 11, 2025, 2025

By: *Daniel G. Styles*
Daniel G. Styles (Jun 11, 2025 21:36 PDT)
Name: Daniel G. Styles
Its: Co-Manager & CFO
Authorized Representative for
CALIFORNIA ACCESS SCAFFOLD, LLC

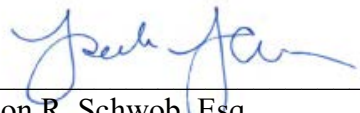
BRADLEY/GROMBACHER, LLP

Dated: _____, 2025

Marcus Bradley, Esq.
Attorneys for Plaintiff
FELICIANO ARMENTA

FISHER & PHILLIPS, LLP

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CALIFORNIA ACCESS SCAFFOLD, LLC

EXHIBIT A

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**

You are receiving this Notice because you are entitled to money as a result of a court-approved settlement in the lawsuit captioned *Feliciano Armenta v. California Access Scaffold, LLC*, Los Angeles County Superior Court, Case No. 24STCV01588 (“**the Action**”).

What is this case about?

In the Action, Plaintiff Feliciano Armenta asserted representative claims against Defendant California Access Scaffold, LLC (“**CAS**”) on behalf of all current and former employees of CAS within the State of California who are or were employed as non-exempt hourly employees by CAS at any time from January 19, 2023, to [REDACTED], 2025 (“**the PAGA Period**”). Plaintiff alleges claims for penalties pursuant to the Private Attorneys General Act of 2004 (“**PAGA**”), California Labor Code section 2698, *et seq.*, for alleged violations of California Labor Code sections 200, 201, 202, 203, 204, 206, 210, 218.5, 221, 223, 226, 226.3, 226.7, 246, 256, 510, 512, 516, 1174, 1174.5, 1182, 1182.11, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2698, *et seq.*, 2699, *et seq.*, and 2699.3. CAS contends that it compensates employees in full compliance with the law. CAS denies each of the claims and contentions alleged by Plaintiff in the Action.

What are the terms of the Settlement?

Plaintiff and CAS reached a settlement, which was reviewed and approved by the Court. CAS’s records show that you were employed by CAS as a non-exempt hourly employee during the PAGA Period. Accordingly, you are entitled to an Individual Settlement Payment based on your percentage share of pay periods during the PAGA Period.

What should I do now?

You are automatically included in this Settlement. You may immediately deposit your enclosed settlement check and need not take any further action at this time.