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on behalf of herself and current and former
aggrieved employees

17 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
18 **COUNTY OF ORANGE, CENTRAL JUSTICE CENTER – COMPLEX**
19

20 CHRISTINA ROMERO, on behalf of herself
21 and current and former aggrieved employees,

22 Plaintiff,

23 v.

24 BSH HOME APPLIANCES CORP.; and
25 DOES 1 to 100, inclusive,

26 Defendants.
27
28

Case No. 30-2024-01386303-CU-OE-CXC

Assigned For All Purposes To:
Hon. Lon F. Hurwitz, CX103

**JOINT STIPULATION OF PAGA
SETTLEMENT**

This PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff

CR

Christina Romero (“Plaintiff”) and Defendant BSH Home Appliances Corporation (“Defendant”).
The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as
“Party.”

1. DEFINITIONS.

1.1 “Action” means the Plaintiff’s PAGA lawsuit alleging wage and hour violations
against Defendant captioned *Christina Romero, on behalf of herself and current
and former aggrieved employees, Plaintiff, vs. BSH Home Appliances Corp.; and
Does 1 to 100, inclusive, Defendants*, Case No. 30-2024-01386303-CU-OE-CXC,
initiated on March 18, 2024 and pending in the Superior Court of the State of
California, County of Orange.

1.2 “Administrator” means Simpluris, the neutral entity the Parties have agreed to
appoint to administer the Settlement.

1.3 “Administration Expenses Payment” means the amount the Administrator will be
paid from the Gross Settlement Amount to reimburse its reasonable fees and
expenses in accordance with the Administrator’s “not to exceed” bid submitted to
the Court in connection with approval of this Settlement.

1.4 “Aggrieved Employees” means all persons who are or were employed by
Defendant as hourly non-exempt employees in the State of California at any time
during the PAGA Period.

1.5 “Aggrieved Employee Data” means Aggrieved Employee identifying information
in Defendant’s possession including the Aggrieved Employee’s name, last-known
mailing address, and number of PAGA Pay Periods.

- 1.6 “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved 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 Aggrieved Employees.
- 1.7 “Court” means the Superior Court of California, County of Ornge.
- 1.8 “Defense Counsel” means Leila Narvid and Tyler Runge, Payne & Fears LLP, 655 Montgomery Street, Suite 1430, San Francisco, CA 94111.
- 1.9 “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the Judgment is Final. The Judgement becomes “Final” when any of the following events occur: (1) the Court issues an Order Granting Approval of PAGA Settlement and the period for filing any appeal, writ, or other appellate proceeding opposing the settlement has elapsed without any appeal, writ, or other appellate proceeding having been filed (i.e. 60 days after the Court issues the order granting approval); or (2) the Court issues an Order Granting Approval of PAGA Settlement and any appeal, writ, or other appellate proceeding opposing the settlement has been dismissed finally and conclusively with no right by any appellant or objector to pursue further remedies or relief; or (3) the Court issues an Order Granting Approval of PAGA Settlement and any appeal, writ, or other appellate proceeding has upheld the Judgment with no right by any appellant or objector to pursue further remedies or relief. In this regard, it is the intention of the Parties that the settlement shall not become effective until the Court’s Judgment granting approval of the settlement is completely final, and there is no further recourse by an appellant or objector who seeks to contest the settlement. The settlement becoming

Final is a prerequisite to any obligation of Defendant to pay any money in connection with this Settlement.

1.10 “Gross Settlement Amount” means Three Hundred Sixty Thousand Dollars (\$360,000), which is the total amount Defendant agrees to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, the Plaintiff Service Payment, and the Administrator’s Expenses Payment.

1.11 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.

1.12 “Judgment” means the judgment entered by the Court based upon the Order Granting Approval of PAGA Settlement.

1.13 “LWDA” means the California Labor and Workforce Development Agency.

1.14 “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA.

1.15 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amount approved by the Court: PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, the Plaintiff Service Payment, and the Administration Expenses Payment.

1.16 “PAGA Counsel” means Joseph Lavi, Vincent C. Granberry, Cassandra Castro,

Jovahn Wiggins, James Clark, Lavi & Ebrahimian, LLP, 8889 W. Olympic Boulevard, Suite 200, Beverly Hills, California 90211.

- 1.17 “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” means the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.18 “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.19 “PAGA Period” means the period from January 10, 2023 to August 10, 2024.
- 1.20 “PAGA” means the Private Attorneys General Act.
- 1.21 “PAGA Notice” means Plaintiff’s January 10, 2024 letter to Defendant and the LWDA, and Plaintiff’s July 25, 2024 letter to Defendant and the LWDA, providing notice pursuant to PAGA.
- 1.22 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees and 75% to the LWDA in settlement of PAGA claims.
- 1.23 “Plaintiff” means Christina Romero, the named plaintiff in the Action.
- 1.24 “Plaintiff Service Payment” means the payment to Plaintiff for initiating the Action and providing services in support of the Action.

1.25 “Released Claims” means the claims being released by the Aggrieved Employees and as described in Paragraph 5 below.

1.26 “Released Parties” means Defendant and each of its past, present and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, clients, and joint venturers.

1.27 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

1.28 “Defendant” means named Defendant BSH Home Appliances Corporation.

2. RECITALS.

2.1 On March 18, 2024, Plaintiff commenced this Action by filing a PAGA Complaint against Defendant (the “Complaint”). On January 8, 2025, Plaintiff filed a First Amended PAGA Complaint against Defendant. The First Amended PAGA Complaint is the operative complaint in the Action (the “Operative Complaint”). Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint, and denies any and all liability for the causes of action alleged.

2.2 On June 3, 2024, the Parties participated in an all-day mediation presided over by Todd Smith, Esq., which led to this Agreement to settle the Action.

2.3 Prior to mediation, Plaintiff obtained, through informal discovery, the timekeeping

and payroll records for the Aggrieved Employees for the period from January 10, 2023 to February 9, 2024, as well as copies of Defendant's relevant wage-and-hour policies and procedures.

2.4 Based on their own thorough, independent investigation and evaluation of this case, PAGA Counsel are of the opinion that the settlement with Defendant for the consideration and on the terms set forth in this Agreement is fair, reasonable, adequate, and in the best interest of the Aggrieved Employees in light of all known facts and circumstances, including the risk of significant costs and delay, the defenses asserted by Defendant, the risks of adverse determinations on the merits, and numerous potential appellate issues. Although Defendant contends it has no liability in this case, Defense Counsel share PAGA Counsel's belief that the Agreement represents a fair and adequate settlement given the respective risks associated with the case. The Parties affirm that this Settlement was reached through arm's length negotiations.

2.5 The Parties represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement. The Parties represent that Plaintiff filed a Class Action complaint against Defendant in the Superior Court for the State of California, County of Orange, Case No. 30-2024-01372592-CU-OE-CXC. On April 3, 2024, Plaintiff's Class Action allegations were dismissed without prejudice, and Plaintiff's individual claims were ordered to final and binding arbitration.

3. MONETARY TERMS.

3.1 Gross Settlement Amount. Except as otherwise provided in Paragraph 9.18 of this Agreement, Defendant promises to pay \$360,000 and no more as the Gross

Settlement Amount. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Order Granting Approval of PAGA Settlement:

3.2.1 To PAGA Counsel. A PAGA Counsel Fees Payment of not more than 33.3333% of the Gross Settlement Amount (\$119,999.88), and PAGA Counsel Litigation Expenses Payment of not more than \$20,000.00.

(a) Plaintiff will file an application or motion for PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Even in the event that the Court reduces or does not approve the requested PAGA Counsel Fees Payment and/or PAGA Counsel Litigation Expenses Payment, neither Plaintiff nor PAGA Counsel shall have the right to revoke this Agreement or this Settlement, which will remain binding. If the Court approves a PAGA Counsel Fees Payment and/or PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount.

(b) Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's counsel arising from any claim to any portion of any

PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment.

- (c) The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel shall assume full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and shall hold Defendant harmless, and shall indemnify Defendant, 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 \$4,500.00 except for a showing of good cause and as approved by the Court.

- (a) To the extent the Administration Expenses are less or the Court approves payment less than \$4,500.00, the Administrator will retain the remainder in the net Settlement Amount.

3.2.3 To Plaintiff. An award of not more than Three Thousand Dollars (\$3,000) as her Plaintiff Service Payment.

- (a) Plaintiff will file an application or motion for the Plaintiff Service Payment. Defendant will not oppose a Plaintiff Service Payment of up to \$3,000 to Plaintiff. Payroll taxes, withholdings, and deductions will not be taken from the Plaintiff Service Payment and instead a Form 1099 will be issued to Plaintiff with respect to that

1 payment. Plaintiff agrees to assume all responsibility and liability
2 for the payment of taxes due on the Plaintiff Service Payment. Even
3 in the event that the Court reduces or does not approve the requested
4 Plaintiff Service Payment, neither Plaintiff nor PAGA Counsel shall
5 have the right to revoke this Agreement or this Settlement, which
6 will remain binding. In the event that the Court does not approve
7 this amount, or any amount, any remainder not approved shall be
8 included in the Net Settlement Amount.

9
10 3.2.4 To the LWDA and Aggrieved Employees. The Net Settlement Amount,
11 with 75% allocated to the LWDA PAGA Payment and 25% allocated to the
12 Individual PAGA Payments.

- 13
14 (a) The Administrator will calculate each Individual PAGA Payment by
15 (a) dividing the amount of the Aggrieved Employees' 25% share of
16 PAGA Penalties by the total number of PAGA Pay Periods worked
17 by all Aggrieved Employees during the PAGA Period and (b)
18 multiplying the result by each Aggrieved Employee's PAGA Period
19 Pay Periods. The Administrator will have the final authority to
20 resolve all disputes concerning the calculation of Aggrieved
21 Employees' Individual PAGA Payments, subject to the terms set
22 forth in this Agreement. Aggrieved Employees assume full
23 responsibility and liability for any taxes owed on their Individual
24 PAGA Payment. The Individual PAGA Payments will be allocated
25 100% to penalties.
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1 **4. SETTLEMENT FUNDING AND PAYMENTS.**

2

3 4.1 Aggrieved Employee Pay Periods. Based on a review of its records to date,

4 Defendant estimates there are 191 Aggrieved Employees who worked a total of

5 7,877 PAGA Pay Periods.

6

7 4.2 Aggrieved Employee Data. Within 21 days of the Court's Order Granting

8 Approval of PAGA Settlement, Defendant will deliver the Aggrieved Employee

9 Data to the Administrator in the form of a Microsoft Excel spreadsheet. The

10 Aggrieved Employee Data will not be disclosed to PAGA Counsel. To protect

11 Aggrieved Employees' privacy rights, the Administrator must maintain the

12 Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only

13 for purposes of this Settlement and for no other purpose, and restrict access to the

14 Aggrieved Employee Data to Administrator employees who need access to the

15 Aggrieved Employee Data to effect and perform under this Agreement. Defendant

16 has a continuing duty to immediately notify PAGA Counsel if it discovers that the

17 Aggrieved Employee Data omitted employee identifying information and to

18 provide corrected or updated Aggrieved Employee Data as soon as reasonably

19 feasible. Without any extension of the deadline by which Defendant must send the

20 Aggrieved Employee Data to the Administrator, the Parties will expeditiously use

21 best efforts, in good faith, to reconstruct or otherwise resolve any issues related to

22 missing or omitted Aggrieved Employee Data.

23

24 4.3 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross

25 Settlement Amount by transmitting the funds to the Administrator no later than

26 thirty (30) days after the Effective Date.

27

28 4.4 Payment from the Gross Settlement Amount. Within 21 days after Defendant

1 funds the Gross Settlement Amount, the Administrator will mail checks for all
2 Individual PAGA Payments, the LWDA PAGA Payment, the Plaintiff Service
3 Payment, the Administration Expenses Payment, the PAGA Counsel Fees
4 Payment, and the PAGA Counsel Litigation Expenses Payment.

5
6 4.4.1 The Administrator will issue checks for the Individual PAGA Payments and
7 send them to the Aggrieved Employees via First Class U.S. Mail, postage
8 prepaid. The face of each check shall prominently state the date (not less
9 than 180 days after the date of mailing) when the check will be voided. The
10 Administrator will cancel all checks not cashed by the void date. Before
11 mailing any checks, the Settlement Administrator must update the
12 recipients' mailing addresses using the National Change of Address
13 Database.

14
15 4.4.2 The Administrator must conduct an Aggrieved Employee Address Search
16 for all Aggrieved Employees whose checks are returned undelivered
17 without a USPS forwarding address. Within 7 days of receiving a returned
18 check, the Administrator must re-mail checks to the USPS forwarding
19 address provided or to an address ascertained through the Aggrieved
20 Employee Address Search. The Administrator need not take further steps to
21 deliver checks to Aggrieved Employees whose re-mailed checks are
22 returned undelivered. The Administrator shall promptly send a replacement
23 check to any Aggrieved Employee whose original check was lost or
24 misplaced, requested by the Aggrieved Employee prior to the void date.

25
26 4.4.3 For any Aggrieved Employee whose Individual PAGA Payment check is
27 uncashed and cancelled after the void date, the Administrator shall transmit
28 the funds represented by such checks to the State Controller's Office

Unclaimed Property Division in the name of the aggrieved employee who failed to cash their check.

4.4.4 The payment of Individual PAGA Payments shall not obligate Defendant 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 Agreement.

5. RELEASES OF CLAIMS.

5.1 Effective on the date when Defendant fully funds the Gross Settlement Amount, all Aggrieved Employees, including Plaintiff, are deemed to release all Released Claims. The Released Claims include all causes of action and factual or legal theories/allegations under the California Labor Code Private Attorneys General Act, Labor Code sections 2698 et seq., that were alleged in the Operative Complaint in the Action, that are alleged in the PAGA Notice, or that could have been brought in the Action based on those same factual or legal theories/allegations, against the Released Parties. The Released Claims include claims under the California Labor Code Private Attorneys General Act, Labor Code sections 2698 et seq. for violation of, or recovery under, Labor Code sections 201, 202, 203, 204, 210, 223, 225.5, 226, 226.3, 226.7, 510, 512, 558, 1194, 1197, 1197.1, 1198, 2802. This Release also includes the following claims for relief under the California Labor Code Private Attorneys General Act, Labor Code sections 2698 et seq.: (1) failure to pay wages for all hours worked at the legal minimum wage; (2) failure to pay wages for overtime hours worked at the overtime rate of pay; (3) failure to pay meal period premium wages at the regular rate of compensation; (4) failure to pay rest period premiums at the regular rate of compensation; (5) failure to timely pay earned wages during employment; (6)

failure to provide complete and accurate wage statements; (7) failure to pay employees all wages due at time of termination/resignation; (8) failure to provide meal periods; (9) failure to authorize and permit rest periods; (10) failure to reimburse necessary business expenses; and (11) all damages, penalties, restitution, attorneys' fees, interest, and other amounts recoverable in connection with the above legal authorities and/or claims for relief under local, California and federal law. The period of this release shall extend throughout the entire PAGA Period.

5.2 Plaintiff and/or the Aggrieved Employees may hereafter discover facts or legal arguments in addition to or different from those they now know or currently believe to be true with respect to the claims, causes of action, and legal theories of recovery in the Action which is the subject matter of the Released Claims. Regardless, the discovery of new facts or legal arguments shall in no way limit the scope or definition of the Released Claims, and by virtue of this Agreement, Plaintiff and the Aggrieved Employees shall be deemed to have, and by operation of the Judgment approved by the Court, shall have, fully, finally, and forever settled and released all of the Released Claims against the Released Parties as defined in this Agreement.

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

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.

6.1 The Parties jointly will move for an order granting approval of the Settlement. Plaintiff will prepare and file, with good faith cooperation from Defendant, an application or motion for approval of this Settlement. Plaintiff will prepare and

1 deliver all documents necessary for obtaining approval of this Settlement, including
2 (i) a proposed Order Granting Approval of PAGA Settlement; (ii) a signed
3 declaration from the Administrator attaching its “not to exceed” bid for
4 administering the Settlement and attesting to its willingness to serve, competency,
5 operative procedures for protecting the security of Aggrieved Employee Data,
6 amounts of insurance coverage for any data breach, defalcation of funds or other
7 misfeasance, all facts relevant to any actual or potential conflicts of interest with
8 Aggrieved Employees or the LWDA, and the nature and extent of any financial
9 relationship with the Parties; (iii) a signed declaration from PAGA Counsel
10 attesting to its timely transmission to the LWDA of all necessary PAGA
11 documents, including the PAGA Notice, the Operative Complaint, and this
12 Agreement. Plaintiff shall submit the Settlement to the LWDA at the same time
13 that it is submitted to the Court.

14
15 6.2 As part of the motion for approval, Plaintiff will also present to the court, after
16 consultation with and approval by Defendant, a notice to aggrieved employees that
17 will accompany the payment to them.

18
19 6.3 The Parties will cooperate fully in the process of seeking settlement approval. The
20 Parties shall have no obligation to alter the terms of the settlement to respond to
21 any objections, without regard to the nature or source of the objection, provided
22 that any vagueness or ambiguity in the settlement documents shall be construed to
23 ensure that the settlement conforms to the legal standards applicable to PAGA
24 settlement agreements under California law. Plaintiff agrees that her counsel will
25 take all steps reasonable and necessary to obtain and implement approval of this
26 settlement and to provide Defendant with the full and final peace for which they
27 have bargained, provided that the Defendant agrees that Defendant and its counsel
28 will cooperate and assist on such matters.

6.4 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, the Parties will expeditiously work together 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, the Parties will expeditiously work together 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 Simpluris to serve as the Administrator and verified that, as a condition of appointment, Simpluris 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 shall 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 U.S. 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.

7.5 The Administrator will post the Operative Complaint, the notice to Aggrieved Employees accompanying their Individual PAGA Payments, and the Order Approving the PAGA Settlement and Judgment on its website for 90 days.

8. CONTINUING JURISDICTION OF THE COURT.

8.1 The Parties knowingly, voluntarily, and intentionally agree that the terms of this settlement shall be enforceable per California Code of Civil Procedure section 664.6.

8.2 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.

8.3 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, the Parties, Aggrieved Employees, and their respective counsel shall 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, including all rights to any post-judgment proceeding and appellate proceeding, such as a motion to vacate judgment, a motion for new trial, any extraordinary writ, and any appeal, and the Judgment therefore will become nonappealable at the time it is entered. Notwithstanding the foregoing, the following additional terms apply.

8.3.1 This waiver is subject to an exception: Plaintiff may appeal any reduction of the PAGA Counsel Fees Payment or the PAGA Counsel Litigation Expenses Payment below the amounts requested. If Plaintiff elects to file such an appeal, it will not affect the Effective Date or the validity of the remainder of this Agreement, which will be enforced according to its terms. The Settlement Administrator will hold any amounts placed at issue by such an appeal in an interest-bearing account until the appeal is fully and finally resolved. However, during the pendency of the appeal and in accordance with the terms of this Agreement, the Settlement Administrator will distribute the remainder of the Gross Settlement Amount.

8.3.2 The waiver of the right to appeal does not include any waiver of the right to oppose any appeal, appellate proceedings, or post-judgment proceedings.

9. ADDITIONAL PROVISIONS.

9.1 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 Defendant that any of the allegations in the Complaint, the Operative Complaint, or the PAGA Notice have merit or that Defendant has any liability for any claims asserted; nor is it intended or should be construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement, this Agreement, and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in

1 connection with, any litigation (except for proceedings to enforce or effectuate the
2 Settlement and this Agreement).

3
4 9.2 Integrated Agreement. Upon execution by all Parties and their counsel, this
5 Agreement, together with its attached exhibits (if any) shall constitute the entire
6 agreement between the Parties relating to the Settlement, superseding any and all
7 oral representations, warranties, covenants, or inducements made to or by any
8 Party.

9
10 9.3 Attorney Authorization. Plaintiff and Defendant separately warrant and represent
11 that they have authorized Plaintiff's Counsel and Defendant's Counsel,
12 respectively, to take all appropriate action required or permitted to be taken by such
13 Parties pursuant to this Agreement to effectuate its terms, and to execute any other
14 documents reasonably required to effectuate the terms of this Agreement including
15 any amendments to this Agreement.

16
17 9.4 Cooperation. The Parties will cooperate with each other and use their best efforts,
18 in good faith, to implement the Settlement by, among other things, modifying the
19 Settlement Agreement, submitting supplemental evidence, and supplementing
20 points and authorities as requested by the Court. In the event the Parties are unable
21 to agree upon the form or content of any document necessary to implement the
22 Settlement, or on any modification of the Agreement that may become necessary to
23 implement the Settlement, the Parties will seek the assistance of a mediator and/or
24 the Court for resolution.

25
26 9.5 No Prior Assignment. The Parties separately represent and warrant that they have
27 not directly or indirectly assigned, transferred, encumbered or purported to assign,
28 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 the Party in this Settlement.

9.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant, nor Defense Counsel are providing any tax advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circulate 230 (31 CFR Part 10, as amended) or otherwise.

9.7 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.

9.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

9.9 Applicable Law. All terms and conditions of this Agreement and its exhibits (if any) will be governed by and interpreted according to the laws of the State of California, without regard to conflict of law principles.

9.10 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.

9.11 Confidentiality. The Parties agree that this Agreement is confidential, except for purposes of enforcement. PLAINTIFF and PLAINTIFF'S Counsel shall not publicize the settlement on their websites, in advertising/marketing materials or on social media, other than filing documents with the Court. The PARTIES and their

Counsel agree that they will not issue any press release or initiate any contact with the media about the fact, amount, or terms of the settlement. If counsel for any party receives an inquiry about the settlement from the media, counsel may respond only after the motion for approval of the PAGA settlement has been filed and only by confirming the accurate terms of the settlement. Nothing in this provision shall prevent DEFENDANT from making any required disclosure. Plaintiff agrees to instruct PAGA Counsel not to disclose the terms of this Agreement or the underlying factual information related to the Action to any third parties unless compelled to do so by subpoena or court order, or as otherwise necessary for enforcement of the settlement.

9.12 Use and Return of Aggrieved Employee Data. Information provided to Plaintiff pursuant to Evidence Code section 1152, and all copies and summaries of the PAGA Data provided to Plaintiff by Defendant 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 California Rules of Court rule. Five (5) years after entry of judgment, Plaintiff agrees to instruct PAGA Counsel to destroy all information in its possession provided by Defendant pursuant to Evidence Code section 1152 and all copies and summaries of the PAGA Data provided by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement.

9.13 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.

1 9.14 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement
2 shall be to calendar days. In the event any date or deadline set forth in this
3 Agreement falls on a weekend or federal legal holiday, such date or deadline shall
4 be on the first business day thereafter.

5
6 9.15 Notice. All notices, demands, or other communications between the Parties in
7 connection with this Agreement will be in writing and deemed to have been duly
8 given as of the third business day after mailing by United States mail, or the day
9 sent by email or messenger, addressed as followed:

10
11 9.15.1 To PAGA Counsel: Joseph Lavi, Vincent Granberry - Lavi & Ebrahimian,
12 LLP, 8889 W. Olympic Blvd., Suite 200, Beverly Hills, CA 90211

13
14 9.15.2 To Defense Counsel: If sent by U.S. Mail or messenger – Leila Narvid,
15 Payne & Fears LLP, 655 Montgomery Street, Suite 1430, San Francisco,
16 CA 94111. If sent by email – ln@paynefears.com.

17
18 9.16 Execution in Counterparts. This Agreement may be executed in one or more
19 counterparts by facsimile, electronically (e.g., DocuSign), or email which for
20 purposes of this Agreement shall be accepted as an original. All executed
21 counterparts and each of them will be deemed to be one and the same instrument if
22 counsel for the Parties exchange between themselves signed counterparts. Any
23 executed counterpart will be admissible in evidence to prove the existence and
24 contents of this Agreement.

25
26 9.17 Stay of Litigation. The Parties agree that upon the execution of this Agreement the
27 litigation shall be stayed, except to effectuate the terms of this Agreement. The
28 Parties further agree that upon the signing of this Agreement that pursuant to Code

of Civil Procedure section 583.330 the date to bring a case to trial under Code of Civil Procedure section 583.310 will be extended for the entire period of this settlement process.

9.18 Class Size Estimates and Escalator Clause. Based on its records, Defendant estimates that, as of the date of this Settlement Agreement, there are 191 Aggrieved Employees who worked 7,877 PAGA Pay Periods during the PAGA Period. If the total number of PAGA Pay Periods as of the end of the PAGA Period exceeds the above figure by greater than 5% (i.e., 8,271 PAGA Pay Periods), then the Gross Settlement Amount shall increase pro rata based on the number of additional PAGA Pay Periods above 5% (i.e., if the number of PAGA Pay Periods is 6% greater than the above figure, then the Gross Settlement Amount shall increase by 1%).

DATED: June 24, 2025

CHRISTINA ROMERO

Christina Romero

DATED: _____, 2025

BSH HOME APPLIANCES CORPORATION

By: _____

Christian Funk
Senior Vice President – Chief Financial
Officer North America

DATED: _____, 2025

BSH HOME APPLIANCES CORPORATION

By: _____

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Carly Epstein
Associate General Counsel

APPROVED AS TO FORM ONLY

DATED: 6 24, 2025

LAVI & EBRAHIMIAN

By: *Vincent Granberry*
Joseph Lavi, Esq.

Attorneys for Plaintiff CHRISTINA ROMERO

DATED: _____, 2025

PAYNE & FEARS LLP

By: _____
Leila Narvid

Attorneys for Defendant
BSH HOME APPLIANCES CORPORATION

4923-7010-1578.1

PAYNE & FEARS LLP

ATTORNEYS AT LAW
235 PINE STREET, SUITE 1175
SAN FRANCISCO, CALIFORNIA 94104
(415) 738-6850

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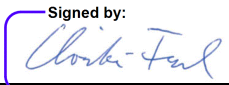
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DATED: _____, 2025

CHRISTINA ROMERO

DATED: 6/17/2025 _____, 2025

BSH HOME APPLIANCES CORPORATION

By:  Signed by:
07090D50ED3848C...
Christian Funk
Senior Vice President – Chief Financial
Officer North America

DATED: 6/17/2025 _____, 2025

BSH HOME APPLIANCES CORPORATION

By:  DocuSigned by:
CB72193EDF0F476...

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SAN FRANCISCO, CALIFORNIA 94104
(415) 738-6850

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Carly Epstein
Associate General Counsel

APPROVED AS TO FORM ONLY

DATED: _____, 2025

LAVI & EBRAHIMIAN

By: _____
Joseph Lavi, Esq.
Attorneys for Plaintiff CHRISTINA ROMERO

DATED: 6/20/2025, 2025

PAYNE & FEARS LLP

By: Leila Narvid
Leila Narvid
Attorneys for Defendant
BSH HOME APPLIANCES CORPORATION

4923-7010-1578.1