

PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND RELEASE

This Private Attorneys General Act Settlement Agreement and Release ("PAGA Settlement Agreement") is made and entered into by Plaintiff Josh Barksdale ("Plaintiff") and Defendant Super Store Industries ("Defendant") (sometimes referred to collectively as "Parties").

RECITALS

A. WHEREAS, Plaintiff's employment with Defendant ended on or around June 24, 2023;

B. WHEREAS, on or about February 12, 2024, Plaintiff submitted a notice with the Labor and Workforce Development Agency ("LWDA") under the California Private Attorneys General Act ("PAGA") asserting various alleged Labor Code and wage and hour violations against Defendant (the "PAGA Notice");

C. WHEREAS, on or about February 13, 2024, Plaintiff filed a lawsuit against Defendant in the Superior Court for the County of San Joaquin (the "Court"), which was designated as Case No. STK-CV-UOE-2024-0001669, asserting putative class action claims for: (1) failure to pay overtime wages; (2) failure to pay all wages and minimum wages; (3) failure to provide meal periods; (4) failure to provide rest periods; (5) failure to provide suitable facilities for meal and rest breaks; (6) failure to timely furnish accurate itemized wage statements; (7) failure to timely pay wages during employment; (8) waiting time penalties; and (9) violation of Business & Profession Code section 17200 *et seq.* ("Court Action");

D. WHEREAS, on or about June 3, 2024, Plaintiff filed a First Amended Class and Representative Action Complaint in the Court Action to add an additional cause of action for civil penalties pursuant to PAGA;

E. WHEREAS, on or about July 30, 2024, the Parties filed a Joint Stipulation to Arbitrate, Dismiss Class claims, and Stay All Proceedings ("Joint Stipulation"), in which the Parties agreed that all of Plaintiff's individual claims, including individual PAGA claims, would be submitted to binding and final individual arbitration with the American Arbitration Association ("AAA"), Plaintiff's class claims would be dismissed, without prejudice, and to stay all civil proceedings in the Court Action pending arbitration;

F. WHEREAS, on or about August 1, 2024, the Court granted the Parties' Joint Stipulation and ordered that all of Plaintiff's individual claims, including individual PAGA claims, must be submitted to binding and final individual arbitration with the AAA, Plaintiff's class claims were dismissed without prejudice and all civil proceedings in the Court Action were stayed pending arbitration;

G. WHEREAS, Plaintiff has initiated arbitration with AAA, which was designated as AAA Case No. 01-25-0001-5446 ("Arbitration Action");

H. WHEREAS, Defendant contends it has satisfied all of its obligations to Plaintiff and Defendant has paid all wages and benefits, including overtime, minimum wages, and meal and rest period premiums, due and owing to Plaintiff and deny all of Plaintiff's allegations in the Arbitration Action, the Court Action, and the PAGA Notice;

I. WHEREAS, there is a bona fide good faith dispute between the Parties as to the merits of Plaintiff's claims against Defendant, including those claims asserted in the Arbitration Action, the Court Action, and the PAGA Notice;

J. WHEREAS, the Parties desire to fully and finally resolve and settle Plaintiff's individual PAGA claims arising out of Plaintiff's employment with and separation from Defendant and association with Defendant; and

K. WHEREAS, Plaintiff is not pursuing any representative, non-individual PAGA claim on behalf of other individuals.

NOW THEREFORE IN CONSIDERATION of the promises and covenants contained in this PAGA Settlement Agreement, Plaintiff and Defendant agree to the following:

1. **Approval of PAGA Settlement And Dismissal Of Court Action As Condition**

Precedent: In conjunction with this PAGA Settlement Agreement, the Parties are filing with the Court a Stipulation for Approval of PAGA Settlement And Dismissal of Action ("Stipulation") by which the Parties resolve, settle and discharge the PAGA claims, such that the Court Action is dismissed in its entirety such that all of Plaintiff's pending PAGA and non-PAGA claims are dismissed with prejudice and such dismissal does not have a res judicata effect on those other than Plaintiff and does not bar any allegedly aggrieved employee from pursuing their own PAGA claims. This PAGA Settlement Agreement is contingent upon execution by the Parties and approval by the Court of the PAGA Settlement and Stipulation. The Court's unconditional approval of the PAGA Settlement and Stipulation approving the PAGA settlement and dismissing the Court Action as set forth above is an express condition precedent to Defendant and Plaintiff's obligations under this Agreement (including, but not limited to, all payment obligations). If the PAGA Settlement and Stipulation are not unconditionally approved by the Court, then: (1) this PAGA Settlement Agreement shall be null and void; (2) neither the Settlement nor any of the related negotiations or proceedings shall be of any force or effect; and (3) all Parties to the settlement shall stand in the same position, without prejudice, as if the PAGA Settlement Agreement had been neither entered into nor filed with the Court.

2. **Settlement Payment/Consideration:** In consideration for Plaintiff's agreement to settle and release his individual PAGA claims, Defendant agrees to pay One Hundred Dollars and Zero Cents (\$100.00), allocated as follows: (1) Defendant agrees to make payment to the Labor and Workforce Development Agency in the amount of Seventy-Five Dollars and Zero Cents (\$75.00), representing 75% of said \$100.00 and shall represent payment for PAGA penalties; and (2) Defendant agrees to make payment to Plaintiff in the amount of Twenty-Five Dollars and Zero Cents (\$25.00) and shall represent payment for PAGA penalties and for which an IRS Form 1099 shall issue if required by law. The payment to the Labor and Workforce Development Agency shall be mailed to the California Department of Industrial Relations no later than fourteen (14) days of the Effective Date as defined in Section 3. The payment to Plaintiff shall be made in the form of a wire transfer payment to Plaintiff's counsel, Bradley/Grombacher, LLP, ("Plaintiff's Counsel") and Plaintiff's Counsel shall be responsible for transmitting Plaintiff's payment to him. Plaintiff agrees and understands that Defendant's payment obligations to Plaintiff under this Agreement shall be deemed completely satisfied by Defendant's transfer to Plaintiff's Counsel of the agreed upon amount allocated to Plaintiff, backed by sufficient funds. Plaintiff agrees that Defendant's designation of settlement funds in the manner set forth in this section is fully acceptable. Plaintiff further acknowledges that the foregoing constitutes an accord and satisfaction and a full and complete settlement of Plaintiff's individual PAGA claims. Defendant's payment set forth in this section shall constitute the entire consideration to be provided to Plaintiff pursuant to this PAGA Settlement Agreement and for resolution of his individual PAGA claims. Plaintiff agrees not to seek any

further compensation for any other claimed damage, costs or attorneys' fees in connection with the matters encompassed in this PAGA Settlement Agreement.

3. **Effective Date:** The Effective Date of this PAGA Settlement Agreement is the date that the Court approves the PAGA Settlement Agreement and Stipulation as set forth in Section 1 and enters an order in the Court Action dismissing with prejudice the Court Action in its entirety, including all of Plaintiff's PAGA and non-PAGA claims. Such dismissal does not have a res judicata effect on those other than Plaintiff and does not bar any allegedly aggrieved employee from pursuing their own PAGA claims. Plaintiff represents that he does not seek to pursue any PAGA claim on behalf of other purportedly aggrieved employees of Defendant and therefore a dismissal with prejudice on behalf of other alleged "aggrieved employees" is not warranted. To the extent the Court does not approve the PAGA Settlement Agreement and/or Stipulation, the Parties and their counsel agree that they will cooperate with each other and use their best efforts to effectuate this PAGA Settlement to obtain Court approval for same.

4. **LWDA Notification:** Plaintiff will timely provide the notifications and submission to the LWDA as required by Labor Code section 2699(s).

5. **Taxes; Indemnification:** Plaintiff acknowledges and agrees that Defendant has not made any representations regarding the tax consequences of any payment made pursuant to this PAGA Settlement Agreement. Plaintiff agrees that he is responsible for payment of any and all taxes on the payments made pursuant to this PAGA Settlement Agreement. Plaintiff further agrees to indemnify, hold harmless and defend Defendant against any and all claims, demands, or liabilities that may be asserted by any governmental agency (including but not limited to any local, state or federal taxing authority or agency) against Defendant for any federal, state or local taxes or penalties that may be payable as a result of any payment made pursuant to this PAGA Settlement Agreement. In addition, Plaintiff agrees to pay any and all interest or penalties charged to or assessed against Defendant based on any payment made pursuant to this PAGA Settlement Agreement.

6. **Release of PAGA Claims:** To the greatest extent permitted by law, Plaintiff individually and on behalf of himself and the State of California only freely, knowingly and voluntarily releases and forever discharges Defendant, its past, present and future parents, subsidiaries, affiliates, partners, and related entities and all of its/their respective past, present and future agents, attorneys, employees, officers, owners, directors, shareholders, members, managers, employee benefit plans and fiduciaries, insurers, successors, and assigns (each released party individually a "Releasee," and all of the released parties collectively, the "Releasees") of and from any and all manner of actions, suits, claims, damages, liabilities, penalties, arbitrations, charges, claims for attorneys' fees, interest, expenses and costs, judgments, awards, orders, executions or demands of any nature whatsoever, whether known or unknown, suspected or unsuspected, against them or any of them, which Plaintiff ever had, now has, or which Plaintiff or Plaintiff's heirs, assigns, executors or administrators hereafter can, shall or may have arising under the California Private Attorneys General Act (California Labor Code section 2698 et seq.) which includes but is not limited to claims brought under the PAGA predicated upon California Labor Code Sections 201-203, 204, 210, 221, 223, 226, 226.3, 226.7, 510, 512, 516, 1174, 1174.5, 1182, 1182.11-1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2698 et seq., relevant sections of the applicable Industrial Welfare Commission Wage Order, and/or any other California Labor Code provisions or sections of the applicable Industrial Welfare Commission Wage Order that were asserted or could have been asserted under the PAGA in the Arbitration Action, the Court Action and/or the PAGA Notice (collectively, "Released

Claims”), including but not limited to any claims for penalties, interest and/or attorneys’ fees and costs thereon arising from any and all of the Released Claims. All such Released Claims (including, without limitation, claims for related penalties, attorneys’ fees and costs) are forever barred by this PAGA Settlement Agreement regardless of the forum in which they may be brought.

Nothing in this PAGA Settlement Agreement shall affect any state or federal government agencies’ rights and responsibilities to enforce the California Labor Code or any other applicable law, nor shall anything in this PAGA Settlement Agreement be construed as a basis for interfering with Plaintiff’s protected right to file a timely charge with, or participate in an investigation or proceeding with a state, federal or local government entity; provided, however, if the state, federal or local government entity commences an investigation on Plaintiff’s behalf pertaining to the claims asserted in the Arbitration Action, the PAGA Action, and/or the PAGA Notice, Plaintiff specifically waives and releases his right, if any, to recover any monetary or non-monetary benefits of any sort whatsoever arising from any such investigation or otherwise and from any such administrative charge or complaint filed with any government agency other than the NLRB.

7. **No Admission Of Liability:** This PAGA Settlement Agreement shall not be construed as an admission by Defendant or any of the other Releasees of liability or of any violation of the rights of Plaintiff or any person, or of any violation of any law, statute, duty or order whatsoever. Defendant and the Releasees do not admit that they ever violated any provision of the California Labor Code, including, but not limited to, those sections for which Plaintiff seeks relief, including under the PAGA, or of any other law. Defendant and the other Releasees specifically disclaim any liability to Plaintiff or any other person, including any allegedly aggrieved employees, for any violation of any contract, law, statute, duty, order, or any other basis. This PAGA Settlement shall not be used or offered as evidence to establish liability against Defendant or any of the other Releasees in any subsequent action or proceeding; provided, however, this shall not prevent the PAGA Settlement from being used, offered, or received in evidence in any proceeding to enforce, construe, or finalize the PAGA Settlement.

8. **Attorneys’ Fees And Costs:** Each Party to this Agreement shall bear his/its own attorneys’ fees and costs.

9. **Severance:** If any provision of this PAGA Settlement Agreement is held to be invalid by a court of competent jurisdiction, that provision shall be deemed severed and deleted from this PAGA Settlement Agreement, and neither that provision nor its severance and deletion shall affect the validity of the remaining provisions. Notwithstanding the foregoing, no portion of any release contained herein may be deemed severed or deleted from this PAGA Settlement Agreement, except upon waiver in writing by the applicable all Releasees. If such release is found to be invalid, this entire Agreement shall be deemed null and void.

10. **Choice of Law:** This PAGA Settlement Agreement is to be interpreted pursuant to the laws of California, except where the application of federal law applies.

11. **Amendment:** This PAGA Settlement Agreement may not be modified, altered or changed, except upon express written consent of Plaintiff and duly authorized representative(s) of Defendant, wherein specific reference is made to this PAGA Settlement Agreement.

12. **Counterparts/Facsimile Signatures:** This PAGA Settlement Agreement may be executed in counterparts, and signatures exchanged by facsimile or other electronic means (e.g., PDF) shall be effective for all purposes hereunder to the same extent as original signatures, all of which when taken together shall constitute the PAGA Settlement Agreement. Any Party who delivers a facsimile or PDF signature page agrees to later deliver an original signature page to any Party who requests it.

Having read, understood, and agreed to the foregoing terms and conditions, the Parties hereby voluntarily execute this PAGA Settlement Agreement by placing their signatures below.

8/4/2025

Date

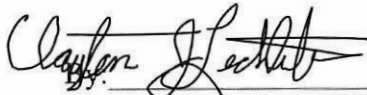
Signed by:



JOSH BARKSDALE

8/6/25

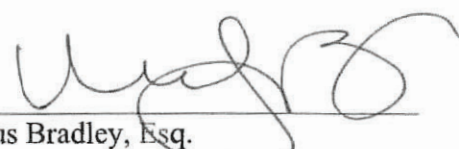
Date

 and 
SUPER STORE INDUSTRIES

Approved as to form:

8/5/25

Date


Marcus Bradley, Esq.
BRADLEY/GROMBACHER, LLP
Counsel for Plaintiff Josh Barksdale

8/7/2025

Date


Lisa Lin Garcia, Esq.
LITTLER MENDELSON, P.C.
Counsel for Defendant Super Store Industries

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