PAGA SETTLEMENT AGREEMENT

This agreement to settle claims asserted pursuant to the Private Attorneys General Act ("PAGA Settlement Agreement") is made by and between plaintiff Steve Robles ("Plaintiff") on behalf of himself, all alleged aggrieved employees, and the State of California on the one hand, and defendant Avery Products Corporation ("Defendant") on the other hand. This PAGA Settlement Agreement refers to Plaintiff and Defendant collectively as the "Parties," or each side individually as a "Party."

1. DEFINITIONS.

1.1 "Action" means Plaintiff's Private Attorneys General Act ("PAGA") lawsuit entitled *Steve Robles v. Avery Products Corporation* initially filed on April 2, 2024, and subsequently amended, and pending in Superior Court of the State of California, County of Orange, Case No. 30-2024-01390483-CU-OE-CXC.

1.2 "Administrator" means CPT 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 the Settlement.

1.4 "Aggrieved Employee(s)" means all current and former hourly-paid and/or non-exempt employees who worked for Defendant in California during the PAGA Period.

1.5 "Aggrieved Employee Data" means the Aggrieved Employee's full name, last-known mailing address, Social Security number, and number of PAGA Pay Periods worked by the Aggrieved Employee.

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 Orange.

1.8 "Court Approval Order and Judgment" means the Court order and judgment granting approval of the Settlement.

1.9 "Defendant" means and refers to the named defendant Avery Products Corporation.

1.10 "Defense Counsel" means Sheppard, Mullin, Richter & Hampton LLP by and through Ronda D. Jamgotchian, Esq, Michael Campbell, Esq., and Devin Lindsay, Esq., the attorneys representing the Defendant in the Action.

1.11 "Effective Date" means the date by which the Settlement, including the Court Approval Order and Judgment, becomes final. For purposes of this PAGA Settlement Agreement, the Settlement "becomes final" only after the latest of (i) the period for filing any appeal, writ, or other appellate proceeding opposing or challenging the Settlement has elapsed without any such appeal, writ, or other appellate proceeding having been filed, which is no sooner than 61 days following the entry of the Court Approval Order and Judgment; (ii) any appeal, writ, or other appellate proceeding opposing or challenging the Settlement has been dismissed finally and conclusively with no right to pursue further remedies or relief; (iii) any appeal, writ, or other appellate proceeding has upheld the Court's final order with no right to pursue further remedies or relief; or (iv) the period for filing any motion to intervene, motion to vacate or similar motion attempting to disrupt the Settlement has elapsed without any such motion having been filed, or such motion has been denied and is itself unappealable. In this regard, it is the intention of the Parties that the Settlement shall not become effective until the Court Approval Order and Judgment is completely final, and there is no further recourse by an appellant who seeks to contest the Settlement.

1.12 "Gross Settlement Amount" means TWO HUNDRED AND EIGHTY THOUSAND DOLLARS AND ZERO CENTS ($280,000.00), which is the total gross 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 and Litigation Expenses Payment, and the Administration Expenses Payment.

1.13 "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods the Aggrieved Employee worked during the PAGA Period.

1.14 "LWDA" means the California Labor and Workforce Development Agency.

1.15 "LWDA PAGA Payment" means 75% of the PAGA Penalties, which will be paid to the LWDA under Labor Code section 2699, subd. (i).

1.16 "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Counsel Fees and Litigation Expenses Payment and the Administration Expenses Payment. The remainder (i.e., Net Settlement Amount) is to be allocated 75% to the LWDA and 25% to the Aggrieved Employees, as set forth herein.

1.17 "PAGA Counsel" means Blackstone Law APC, by and through Karen I. Gold, Esq., Noam Y. Reiffman Esq., Marissa A. Mayhood Esq., and Alexandra Rose, the attorneys representing the Plaintiff in the Action.

1.18 "PAGA Counsel Fees and Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

1.19 "PAGA Pay Period" means any pay period during which an Aggrieved Employee worked for Defendant in California for at least one day during the PAGA Period.

1.20 "PAGA Period" means the period from March 27, 2023, through October 1, 2025.

1.21 "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698, *et seq.*, §§ 2699, *et seq.*).

1.22 "PAGA Notice" means Plaintiff's letters to Defendant and the LWDA dated March 27, 2024 and September 4, 2025, providing notice pursuant to Labor Code section 2699.3, subd.(a) of Defendant's alleged Labor Code violations.

1.23 "Plaintiff" means Steve Robles, the named plaintiff in the Action.

1.24 "Released PAGA Claims" means the claims being released by the Plaintiff and the Aggrieved Employees as described in Paragraph 5 below.

1.25 "Released Parties" means: Defendant and its current and former officers, directors, members, owners, shareholders, stockholders, parents (including CCL Industries, Inc.), subsidiaries, predecessors, successors, and assigns.

1.26 "Settlement" means the disposition of the Action effected by this PAGA Settlement Agreement and any related Court orders.

2. RECITALS.

2.1 On April 2, 2024, Plaintiff filed a Class Action Complaint, commencing a putative class action against Defendant, alleging causes of action for: (1) minimum wage violations; (2) unpaid overtime; (3) meal break violations; (4) rest break violations; (5) failure to timely pay wages during employment; (6) wage statement violations; (7) failure to timely pay wages on termination; (8) failure to reimburse necessary business expenses; and (9) unfair competition in violation of Business & Professions Code § 17200. On June 26, 2024, pursuant to the joint stipulation of the Parties, the Court entered an Order, which, *inter alia*, dismissed the class claims in the action without prejudice. On January 13, 2025, Plaintiff filed a First Amended Complaint, adding a cause of action under PAGA.

In connection with this settlement (and for settlement purposes only), as more fully described in Paragraph 6.1 herein, the Parties agree to stipulate to Plaintiff filing a Second Amended Complaint in the Action. The filed Second Amended Complaint in the Action will be referred to herein as 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 wrongdoing, legal liability, penalties, interest, and damages arising out of any of the facts or conduct alleged in the Action. Neither this PAGA Settlement Agreement, nor any document referred to or contemplated herein, nor any action taken to carry out this PAGA Settlement Agreement, is, may be construed as, or may be used as an admission, concession or indication by or against Defendant of any fault, wrongdoing, or liability whatsoever.

2.2 Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff asserts that Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice(s), including the amended PAGA Notice.

2.3 On July 1, 2025, the Parties participated in a full-day private mediation with the help of a reputable employment mediator, Monique Ngo-Bonnici, which led to this PAGA Settlement Agreement to settle the Action.

2.4 The Parties engaged in informal discovery. Among other things, Plaintiff obtained, through informal discovery, relevant policy documents, personnel records, wage records, and timekeeping records for Plaintiff and the Aggrieved Employees.

2.5 The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter(s) or action(s) asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

3.1 Gross Settlement Amount. Defendant promises to pay the total gross amount of TWO HUNDRED AND EIGHTY THOUSAND DOLLARS AND ZERO CENTS ($280,000.00) and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this PAGA Settlement Agreement. 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 in the Court Approval Order and Judgment:

3.2.1 To PAGA Counsel: A PAGA Counsel Fees and Litigation Expenses Payment of attorneys' fees totaling not more than thirty-five percent (35%) of the Gross Settlement Amount, which is currently NINETY-EIGHT THOUSAND DOLLARS AND ZERO CENTS ($98,000.00) and reimbursement of litigation costs and expenses in the amount of up to TWENTY-FIVE THOUSAND DOLLARS AND ZERO CENTS ($25,000.00). Defendant 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 approval of the PAGA Counsel Fees and Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees and 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 counsel retained by Plaintiff and/or PAGA Counsel arising from any claim to any portion of the PAGA Counsel Fees and Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees and Litigation Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees and Litigation Expenses Payment and will hold Defendant harmless and indemnify Defendant from any dispute or controversy regarding any division or sharing of any of these payments.

3.2.2 To the Administrator: An Administration Expenses Payment not to exceed $5,000.00 (except upon a showing of good cause and as approved by the Court). To the extent the actual administration expenses are less or the Court approves payment less than $5,000.00, the Administrator will allocate the remainder to the Net Settlement Amount.

3.2.3 To the LWDA and Aggrieved Employees: The Net Settlement Amount will be allocated 75% to the LWDA PAGA Payment and 25% to the Individual PAGA Payments.

3.2.3.1. Calculation of Individual PAGA Payments: The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of the Net Settlement Amount by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by the count of each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payments. No Aggrieved Employee may opt out of or be excluded from participating in the portion of the Settlement that releases PAGA claims, and each Aggrieved Employee shall be bound by the release of the Released PAGA claims as specified under the "Release by Aggrieved Employees," regardless of whether they cash their Individual PAGA Payment check.

3.2.3.2. Payment of Individual PAGA Payments: The Administrator will report the Individual PAGA Payments on IRS 1099 Forms. No person shall have any claim against Defendant, Defense Counsel, Plaintiff, PAGA Counsel, or the Administrator based on distributions and payments made in accordance with this PAGA Settlement Agreement. Additionally, the Individual PAGA Payments shall be deemed not to be pensionable earnings and shall not have any effect on the eligibility for, or calculation of, any of the employee benefits (vacations, holiday pay, retirement plans, etc.) of Plaintiff and/or any of the other Aggrieved Employees.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 PAGA Pay Periods. Based on a review of its records to date, Defendant estimates there are approximately 89 Aggrieved Employees who worked a total of approximately 4,450 PAGA Pay Periods from March 27, 2023 through October 1, 2025.

4.2 Aggrieved Employee Data. Within twenty-one (21) calendar days after entry of the Court Approval Order and Judgment, Defendant, through Defense Counsel, will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect the Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of the Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to only those Administrator employees who need access to the Aggrieved Employee Data to effectuate and perform the Administrator's duties under this PAGA Settlement Agreement. Defendant has a continuing duty to immediately notify the Administrator if it discovers that the Aggrieved Employee Data omitted any information intended to be included, and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible, to the extent such information becomes available to Defendant. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing, incorrect, or omitted Aggrieved Employee Data.

4.3 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator into an account set up solely for distribution of funds pertaining to the Settlement within fourteen (14) calendar days of the Effective Date.

4.4 Payments from the Gross Settlement Amount. Within fourteen (14) calendar days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, along with a cover letter ("Cover Letter") attached hereto as **Exhibit A**, the LWDA PAGA Payment, the Administration Expenses Payment, and the PAGA Counsel Fees and Litigation Expenses Payment. Disbursement of the PAGA Counsel 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 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 will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2 The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without a USPS forwarding address. Within seven (7) calendar 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, if requested by the Aggrieved Employee prior to the void date.

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

4.4.4 The payment of Individual PAGA Payments shall not obligate Defendant or any of the other Released Parties to confer any additional benefits or make any additional payments to the Aggrieved Employees or any other employee (such as 401(k) contributions or bonuses) beyond those specified in this PAGA Settlement Agreement.

5. **RELEASES OF CLAIMS**. Effective on the date when Defendant has fully funded the entire Gross Settlement Amount, the State of California and all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, assigns, and the LWDA, the Released Parties from all claims for civil penalties under PAGA that were alleged, or could have been alleged, in the Operative Complaint and/or in the PAGA Notice, i.e., claims relating to failure to pay minimum wages, straight time compensation, overtime wages and compensation; the calculation of the regular rate of pay; failure to pay wages at least twice each calendar month; failure to timely pay wages; failure to timely pay final wages and wages due upon separation; failing to provide Aggrieved Employees with paid sick leave at the regular rate of pay; missed/short/late/interrupted meal period and/or rest period wages/premiums; failure to provide meal periods; failure to authorize and permit rest periods and/or recovery periods; failure to pay meal period and/or rest period premiums at the regular rate of pay; reimbursement for all necessary business expenses; payment for all hours worked, including off-the-clock work; failure to furnish accurate itemized wage statements; unlawful failure to keep accurate payroll records; any violations of the California Labor Code that could have been alleged in the Operative Complaint and/or PAGA Notice, i.e., Labor Code sections 201, 202, 203, 204, 210, 226(a), 226.3, 226.7, 246, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, 2698, *et seq.*, and 2699 *et seq.*, and any violations of the Wage Orders of the California Industrial Welfare Commission that could have been alleged in the Operative Complaint and/or PAGA Notice ("Released PAGA Claims"). The Released PAGA Claims are limited to the PAGA Period.

Non-signatories can avail themselves of the PAGA Settlement Agreement, and this PAGA Settlement Agreement is for their respective benefit and use.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. Plaintiff will file a motion for approval of the Settlement.

6.1 Stipulation to Amend. Prior to the filing of the motion for approval and for the purposes of approval of the Settlement only, the Parties will file a joint stipulation to amend the First Amended Complaint to include a claim regarding an alleged failure to pay sick leave at the correct rate of pay. Defendant only agrees to the amendment of the Complaint in the Action if the Settlement is approved by the Court. If the Court does not approve the Settlement, Plaintiff agrees to amend his PAGA Notice and complaint in the Action back to their original form, respectively, and the Parties agree to return to their litigation positions prior to the July 1, 2025 mediation. The referenced stipulation shall be null and void and will have no force or effect if the Settlement is not approved by the Court.

6.2 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of the Settlement under Labor Code section 2699, subd. (f)(2)) including (i) a draft proposed Court Approval Order and Judgment; (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; (iii) a signed declaration from PAGA Counsel attesting to its timely transmission to the LWDA of all necessary PAGA documents (notices of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), and this PAGA Settlement Agreement (Labor Code section 2699, subd. (l)(2)); and (iv) all facts relevant to any actual or potential conflict of interest with Aggrieved 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. Pursuant to Labor Code section 2669 subd. (l)(2), PAGA Counsel shall submit the proposed settlement to the LWDA prior to or at the same time that the proposed settlement is submitted to the Court. Moreover, pursuant to Labor Code section 2699 subd. (l)(3), PAGA Counsel shall submit a copy of the Court's judgment following approval of this PAGA Settlement Agreement, and any other order in the Action that either provides for or denies an award of PAGA civil penalties, to the LWDA within ten (10) calendar days after entry of the Court Approval Order and Judgment.

6.3 Responsibilities of PAGA and Defense Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than thirty (30) calendar days after the full execution of this PAGA Settlement 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 Approval Order and Judgment to the Administrator.

6.4 Duty to Cooperate. At least fourteen (14) calendar days before filing any application or motion for approval, PAGA Counsel shall provide a copy of the proposed filing to Defense Counsel for Defense Counsel's review. If the Parties disagree on any aspect of the proposed application or motion for approval of the 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 the Settlement or conditions its approval on any change to this PAGA Settlement Agreement or any other term of Settlement, 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 PAGA Settlement Agreement and/or Settlement and otherwise satisfy the Court's concerns.

6.5 Nullification of Settlement. In the event the Court does not enter a Court Approval Order and Judgment as provided herein, which becomes final as a result of the occurrence of the Effective Date, or the Settlement does not become final for any other reason, this PAGA Settlement Agreement shall become null and void and any order or judgment entered by the Court in furtherance of the Settlement shall be treated as void *ab initio*. In such a case, the Parties will seek to reach a revised agreement acceptable to them to be presented to the Court. In the event the Parties cannot reach a mutually acceptable revised agreement, they shall ask the mediator to assist them in resolving the remaining disputes before litigating further. In the event the Parties are unable to reach a revised agreement, or any such revised agreement is not approved by the Court, the Parties shall proceed in all aspects as if this PAGA Settlement Agreement had not been executed, submitted, and/or filed, and Defendant will not make any payments under either agreement, except that any fees already incurred by the Administrator shall be paid for by Defendant. In the event any motion to intervene or to vacate, or similar motion is filed prior to the Effective Date, or an appeal is filed from the Court Approval Order and Judgment, or any other appellate review is sought prior to the Effective Date, administration of the Settlement shall be stayed pending final resolution of the motion, appeal, or other appellate review. The Parties will work cooperatively in connection with defending the Settlement, and each Party will file papers in support of the Settlement as necessary and appropriate.

7. PAGA GROUP ESTIMATES AND ESCALATOR CLAUSE.

7.1 Based on its records, Defendant represents that the approximately 85 Aggrieved Employees worked approximately 4,100 Pay Periods through July 1, 2025. If the actual number of Pay Periods worked by the Aggrieved Employees during the PAGA Period grows by more than ten percent (10%), or more than 4,510 Pay Periods, Defendant shall have the option of (a) increasing the Gross Settlement Amount by the percentage increase in the number of PAGA Pay Periods above 10% (e.g., if the number of PAGA Pay Periods increases by 11%, the Gross Settlement Amount will increase by 1%), or (b) rolling back the PAGA Period to a date on which there are no more than 4,510 PAGA Pay Periods.

8. SETTLEMENT ADMINISTRATION.

8.1 Selection of Administrator. The Parties have jointly selected CPT Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, CPT Group, Inc. agrees to be bound by this PAGA Settlement Agreement and to perform, as a fiduciary, all duties specified in this PAGA Settlement Agreement in exchange for the Administration Expenses Payment. 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.

8.2 Employer Identification Number. The Administrator shall generate and use its own unique identification number for each Aggrieved Employee ("Employee Identification Number") for the purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

8.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund under U.S. Treasury Regulation section 468B-1.

8.4 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this PAGA Settlement Agreement or otherwise.

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

9.1 Waiver of Right to Appeal. Provided the Court's final judgment pertaining to the Settlement is consistent with the terms and conditions of this PAGA Settlement Agreement, including without limitation the PAGA Counsel Fees and Litigation Expenses Payment, 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, 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 a third party appeals the judgment, the Parties' obligations to perform under this PAGA Settlement Agreement will be suspended until such time as the appeal is finally resolved and the judgment becomes final.

10. ADDITIONAL PROVISIONS.

10.1 No Admission of Liability or Representative Manageability for Other Purposes. This PAGA Settlement 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 Action have merit or that Defendant has any liability for any claims asserted; nor should it be intended or 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 the Settlement only. If, for any reason the Court does not approve the 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 PAGA Settlement Agreement, and the 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/or the PAGA Settlement Agreement).

10.2 Breach. In the event of a breach of any provision of this PAGA Settlement Agreement, any Party reserves the right to institute an action specifically to enforce any term or terms of this PAGA Settlement Agreement or seek damages for breach. In an action to enforce any term or terms of this PAGA Settlement Agreement or to seek damages for breach of this PAGA Settlement Agreement, the prevailing Party in that action shall be entitled to recover reasonable attorneys' fees and costs from the non-prevailing Party. Notwithstanding the foregoing, the recovery of attorneys' fees and costs will not be enforced against unnamed Aggrieved Employees.

10.3 Integrated Agreement. Upon execution by all Parties and their counsel, this PAGA Settlement Agreement 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.

10.4 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate actions required or permitted to be taken by such Parties pursuant to this PAGA Settlement Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Settlement, including any amendments to this PAGA Settlement Agreement.

10.5 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 PAGA Settlement Agreement, and submitting supplemental evidence and supplementing points and authorities to the extent 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 PAGA Settlement Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of the mediator and/or the Court for resolution.

10.6 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 the Settlement.

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

10.8 No Effect on Employee Benefits. All payments to be issued in connection with the Settlement, including without limitation the Individual PAGA Payments made to the Aggrieved Employees, shall be deemed not to be pensionable earnings and shall not have any effect on the eligibility for, or calculation of, any employee benefits (vacations, holiday pay, retirement plans, etc.) of Plaintiff or any other Aggrieved Employee. The Parties agree that any payment made pursuant to the PAGA Settlement Agreement do not represent any modification of Plaintiff's or the Aggrieved Employees' previously credited hours of service or other eligibility criteria under any employee pension benefit plan or employee welfare benefit plan sponsored by any Defendant. Further, any payment made pursuant to the PAGA Settlement Agreement shall not be considered "compensation" in any year for purposes of determining eligibility for, or benefit accrual within, an employee pension benefit plan, employee welfare benefit plan sponsored by any Defendant, or unemployment benefits. No Defendant shall take 401(k) or other benefits deductions from any payments made pursuant to the PAGA Settlement Agreement.

10.9 No Injunctive Relief. As part of the Settlement, Defendant shall not be required to enter into any consent decree, nor shall Defendant be required to agree to any provision for injunctive relief, or to modify or eliminate any of its personnel, compensation, or payroll practices, or adopt any new personnel, compensation, or payroll practices.

10.10 Modification of Agreement. This PAGA Settlement 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.

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

10.12 Applicable Law. All terms and conditions of this PAGA Settlement Agreement will be governed by and interpreted according to the laws of the State of California, without regard to conflict of law principles.

10.13 Interpretation. In interpreting this PAGA Settlement Agreement, a masculine, feminine, or neutral pronoun shall not exclude other genders. The singular shall include the plural and the plural shall include the singular. The term "any" should be understood to include and encompass "all," and "or" should be understood to encompass "and," and vice versa.

10.14 Cooperation in Drafting. The Parties have jointly cooperated in the negotiation, drafting, and preparation of this PAGA Settlement Agreement. Hence, this PAGA Settlement Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting. Additionally, Plaintiff and PAGA Counsel each agree that they have carefully read and fully understand all of the provisions of this PAGA Settlement Agreement, which is in both Plaintiff and PAGA Counsel's preferred language and thus no translation is required.

10.15 Invalidity of Any Provision. Before declaring any provision of this PAGA Settlement Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this PAGA Settlement Agreement valid and enforceable.

10.16 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this PAGA Settlement Agreement relating to the confidentiality of information shall survive the execution of this PAGA Settlement Agreement.

10.17 Publicity. Except as necessary to obtain Court approval, including prior submission to the LWDA, Plaintiff and PAGA Counsel shall not communicate the terms or the fact of this PAGA Settlement Agreement to any third party or parties other than (1) Aggrieved Employees; (2) employees or law partners of PAGA Counsel and/or Plaintiff's immediate family members; and (3) their respective accountants or lawyers as necessary for tax purposes. Plaintiff and PAGA Counsel agree not to publicize the Action or the Settlement in any way, such as through press statements, press releases, or internet or social media posts/publications. Plaintiff and PAGA Counsel further agree to respond to any press inquiries by stating only that the Action has been resolved. The Administrator shall not host or publish any website in connection with the

Settlement unless required by Court order. Nothing herein will restrict PAGA Counsel from including publicly available information regarding the Settlement and this PAGA Settlement Agreement in future judicial submissions regarding PAGA Counsel's qualifications and experience. Furthermore, Plaintiff and PAGA Counsel will undertake any and all disclosures required to be made to the LWDA in conformity with PAGA.

10.18 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the documents, data, and information provided to PAGA Counsel by Defendant 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 ninety (90) calendar days after the Administrator discharges its obligation to pay out all Settlement funds, and upon Defense Counsel's written request, Plaintiff and PAGA Counsel shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendant unless, prior to the Administrator's payment of all Settlement funds, any Defendant makes a written request to PAGA Counsel for the return, rather than the destruction, of Aggrieved Employee Data.

10.19 Headings. The descriptive heading of any section or paragraph of this PAGA Settlement Agreement is inserted for convenience of reference only and does not constitute a part of this PAGA Settlement Agreement.

10.20 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 State court holiday, such date or deadline shall be on the first business day thereafter.

10.21 Notice. All notices, demands or other communications between the Parties in connection with this PAGA Settlement Agreement 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:
Karen I. Gold
kgold@blackstonepc.com
Noam Y. Reiffman
nreiffman@blackstonepc.com
Marissa A. Mayhood
mmayhood@blackstonepc.com
Alexandra Rose
arose@blackstonepc.com
Blackstone Law, APC
8383 Wilshire Blvd., Suite 745
Beverly Hills, California 90211

Tel. 310-622-4278
Fax. 855-786-6356

To Defendant:
Sheppard, Mullin, Richter & Hampton LLP
1901 Avenue of the Stars, Suite 1600
Los Angeles, California 90067-6055
Tel. 310-228-3700
Fax 310-228-3701
Email: mcampbell@sheppardmullin.com

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

10.1 Stay of Litigation. The Parties agree that upon the execution of this PAGA Settlement Agreement, the Action shall be stayed, except to effectuate the terms of the Settlement. The Parties further agree that upon the signing of this PAGA Settlement Agreement, and pursuant to CCP section 583.330, the date to bring a case to trial under CCP section 583.310 shall be tolled pending Settlement approval.

On Behalf of Plaintiff:

Dated: 11/13/2025

Steve Robles

Steve Robles, Plaintiff

On Behalf of Defendant Avery Products Corporation:

Dated: 12/08/2025

Mark Cooper

Name:
Title: President

APPROVED AS TO FORM & CONTENT

BLACKSTONE LAW, APC

Dated: 11/13/2025

Jonathan M. Genish, Esq.
Karen I. Gold, Esq.
Noam Y. Rieffman, Esq.
Marissa A. Mayhood, Esq.
Alexandra Rose, Esq.
Attorneys for Plaintiff Steve Robles

SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

Dated: December 8, 2025

Michael T. Campbell

Michael T. Campbell, Esq.
Attorneys for Defendant Avery Products Corporation

EXHIBIT A

To: <<First Name>><<Last Name>>
<<Street Address>>
<<City>><<State>><<Zip>>

Re: Settlement Payment from *Steve Robles v. Avery Products Corporation*, Orange County Superior Court Case No. 30-2024-01390483-CU-OE-CXC

Dear <<First Name>><<Last Name>>:

Please find enclosed a check in the amount of **<<amount of payment>>** ("Individual PAGA Payment"). This check is your payment from the settlement in the lawsuit entitled *Steve Robles v. Avery Products Corporation,* Orange County Superior Court Case No. 30-2024-01390483-CU-OE-CXC ("Action").

The lawsuit was originally filed on April 2, 2024, by Steve Robles ("Plaintiff") against his former employer Avery Products Corporation ("Defendant"). Plaintiff, on behalf of the State of California, with respect to himself and other alleged aggrieved employees, seeks recovery of civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* ("PAGA"), for multiple alleged violations of the California Labor Code and Industrial Welfare Commission Wage Orders, including, *inter alia*, for failure to properly pay minimum and overtime wages, failure to provide compliant meal and rest periods and associated premiums, failure to pay wages during employment and upon termination, failure to provide compliant wage statements, failure to maintain requisite payroll records, failure to pay sick pay at the required regular rate of pay, and failure to reimburse business expenses. On April 2, 2024 and September 4, 2025, Plaintiff submitted letters to the California Labor and Workforce Development Agency ("LWDA"), pursuant to PAGA, to provide notice of his intent to seek civil penalties under PAGA for Defendant's alleged violations of the California Labor Code sections 201, 202, 203, 204, 210, 226(a), 226.3, 226.7, 246, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Orders, thereby initiating LWDA Case Number LWDA-CM-1019036-24 (together, the "PAGA Notice").

PAGA, or the Private Attorneys General Act, is a California statute that allows employees to act as a "private attorneys general" to sue their employers to recover civil penalties on behalf of the State of California for California Labor Code violations.

Defendant denies all of Plaintiff's allegations and denies any wrongdoing of any kind associated with Plaintiff's allegations. A settlement was reached between Plaintiff and Defendant after an arm's length negotiation with an experienced mediator.

On <<Date>>, the settlement was approved by the Court. The Gross Settlement Amount is $280,000. The Net Settlement Amount is the Gross Settlement Amount less the PAGA Counsel Fees and Litigation Expenses Payment and Administration Expenses Payment. 75% of the Net Settlement Amount will be paid to the LWDA and 25% of the Net Settlement Amount will be paid to all current and former hourly-paid and/or non-exempt employees who worked for Defendant in California during the PAGA Period ("Aggrieved Employees"). The period March 27, 2023 through October 1, 2025 is the "PAGA Period."

You are receiving a portion of the settlement (the enclosed Individual PAGA Payment) because you have been identified as an Aggrieved Employee. Your Individual PAGA Payment is based on the total number of pay periods that you worked for Defendant in California during the PAGA Period. The Individual PAGA Payment is considered to be 100% penalties, which will be reported on an IRS Form 1099 (if applicable). You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

As an Aggrieved Employee, you do not have the option to exclude yourself from the settlement.

Under the settlement, as of <<date of full funding of the Gross Settlement Amount>>, the State of California and all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, assigns, and the LWDA, the Released Parties from all claims for civil penalties under PAGA that were alleged, or could have been alleged, in the Operative Complaint and/or in the PAGA Notice, i.e., claims relating to failure to pay minimum wages, straight time compensation, overtime wages and compensation; the calculation of the regular rate of pay; failure to pay wages at least twice each calendar month; failure to timely pay wages; failure to timely pay final wages and wages due upon separation; failing to provide Aggrieved Employees with paid sick leave at the regular rate of pay; missed/short/late/interrupted meal period and/or rest period wages/premiums; failure to provide meal periods; failure to authorize and permit rest periods and/or recovery periods; failure to pay meal period and/or rest period premiums at the regular rate of pay; reimbursement for all necessary business expenses; payment for all hours worked, including off-the-clock work; failure to furnish accurate itemized wage statements; unlawful failure to keep accurate payroll records; any violations of the California Labor Code that could have been alleged in the Operative Complaint and/or PAGA Notice, i.e., Labor Code sections 201, 202, 203, 204, 210, 226(a), 226.3, 226.7, 246, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, 2698, *et seq.*, and 2699 *et seq.*, and any violations of the Wage Orders of the California Industrial Welfare Commission that could have been alleged in the Operative Complaint and/or PAGA Notice ("Released PAGA Claims"). The Released PAGA Claims are limited to the PAGA Period.

The enclosed check is valid for 180 calendar days from the original date of issuance and mailing, and if it is not cashed, deposited, or otherwise negotiated within the 180-day timeframe, it will be canceled, and the funds associated with the canceled check will be transmitted to the State Controller's Office Unclaimed Property Division in your name and in the amount of your Individual PAGA Payment.

Do <u>not</u> call or write the Court, Office of the Clerk of the Court, Defendant, Defendant's counsel, or Plaintiff's counsel to ask questions about the settlement or to ask tax-related questions. If you have any such questions, you may contact [Settlement Administrator] at [toll-free phone number].