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Attorneys for Tyrone James Johnson,
individually and on behalf of all others similarly situated

IN THE SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES

TYRONE JAMES JOHNSON, individually and on behalf of all others similarly situated Plaintiff, v. CROWN ENERGY SERVICES, INC.; and DOES 1 through 100, Defendants.	Case No. 24STCV12896 **DECLARATION OF MANNY STARR IN SUPPORT OF MOTION FOR APPROVAL OF PAGA SETTLEMENT**

I, Manny Starr, declare as follows:

1. I am an attorney law duly admitted to practice before all courts in the State of California and am the managing partner of Frontier Law Center. I am one of the attorneys of record for Plaintiff Tyrone James Johnson ("Plaintiff"), on behalf of himself and all aggrieved employees, in the above-entitled action. I have personal knowledge of the matters set forth herein, and if called upon as a witness to testify thereto, I could and would competently do so.

2. On March 13, 2024, Plaintiff uploaded a PAGA letter to the LWDA website and sent the letter by certified mail to Defendant, alleging that Defendant violated the Labor Code with regard to rest breaks, wage statements, and weekly pay.

3. A true and correct copy of the PAGA notice letter is attached hereto as **Exhibit 1**.

4. On May 22, 2024, Plaintiff filed the complaint in this action.

5. A true and correct copy of the complaint is attached hereto as **Exhibit 2**.

6. Thereafter, on June 26, 2025, the Parties participated in a full day of mediation before experienced employment mediator the Hon. Judge Zaven V. Sinanian (Ret.).

7. Prior to the mediation, and in order to work toward a mediated resolution without the time and expense of formal discovery, the Parties produced voluminous documents and data (including, by Defendants, human resources documents and policies, time records, and payroll data during the PAGA Period) which were reviewed, investigated, and analyzed by Plaintiff's counsel.

8. The case ultimately settled at mediation for $180,000.

9. A true and correct copy of the Settlement Agreement is attached hereto as **Exhibit 3**.

10. Plaintiff is submitting a copy of the Settlement and this motion to the LWDA through the LWDA's online filing system in conjunction with filing this motion.

11. Counsel for the Parties have further investigated the applicable law as applied to the facts discovered regarding Plaintiff's claims, the defenses thereto, and the Labor Code violations claimed by Plaintiff. Based on their own independent investigations and evaluations, the Parties and their respective counsel are of the opinion that the Settlement for the consideration and on the terms set forth in this motion are fair, reasonable and adequate and are in the best interests of Plaintiff, the Aggrieved Employees, and Defendants in light of all known facts and circumstances and the risks inherent in litigation.

12. The Parties further recognize that the issues presented in the Representative PAGA Claim are likely only to be resolved with extensive and costly pretrial and trial proceedings, and that further litigation will cause inconvenience, distraction, disruption, delay, and expense disproportionate to the maximum potential benefits.

13. I have substantial experience in class action and PAGA litigation, particularly in the area of employment law. Over the course of my legal career, I have represented thousands of plaintiffs in employment law litigation, both on an individual and class action basis.

14. Based on my experience, I believe that the settlement reached in this matter is fair, reasonable, and adequate.

15. The PAGA settlement and its terms are fair, just, reasonable, adequate, and equitable to Defendant, Plaintiff, and the State, especially in light of the current economic climate, and are the product of good faith, and informed arms-length negotiations between the Parties consistent with public policy and fully comply with applicable provisions of law.

16. I have spent significant time researching and pursuing the claims that have been alleged in this action. The Parties engaged in a significant amount of informal discovery and engaged experts. The parties engaged in arm's length negotiations through an experienced employment law mediator. Based on my review of all the documents and information and based on my experience in complex class and representative employment litigation, I believe this settlement to be fair, adequate, and reasonable.

17. I was retained based upon a contingency fee arrangement wherein Plaintiff's counsel agreed to advance all costs and receive no fee unless a recovery was accomplished. Specifically, had Plaintiff failed to prevail in this case, counsel for Plaintiff would have spent a significant amount of time, money and other resources without any benefit or return. In addition, had Plaintiff failed to prevail in the present case, Defendants would have been able to seek costs in connection with their defense of the case.

18. In terms of my experience in this field, I have been named as Class Counsel in several Class Actions, and have been lead counsel in numerous representative PAGA settlements that have been granted approval, including the following:

a. *Joshua Albright, et al. v. Loma Linda Shared Services*, Case No. CIVDS1818361: Class action and PAGA case involving failure to pay wages, meal and rest break violations, and failure to indemnify work related expenses; $600,000.00 settlement; final approval granted;

b. *Tri Nguyen v First Alarm Security & Patrol, Inc.*, Case No. 18CV332369: class action and PAGA case on behalf of security guards involving various wage and hour issues; $7,250,000 settlement; final approval granted;

c. *Ronnie McNeal v. Platinum Security, Inc.*, Case No. 19STCV05709: PAGA action on behalf of security guards involving meal and rest break violations and failure to pay wages in a timely manner; $300,000 settlement; PAGA settlement approved;

d. *Mervyn Cole v. Saucey, Inc.*, Case No. BC707895: class action and PAGA case involving misclassification of employees and other wage and hour issues; $590,000 settlement; final approval granted;

e. *James Rushing v. Security Intelligence Specialist Corporation*, Case No. 18-civ-1808, class action and PAGA case on behalf of security guards for breaks and wage statement violations; $480,000 settlement; final approval granted;

f. *Anthony Gaines, et al. v. Triple Canopy, Inc.*, l Case No. 9CV345l69, class action and PAGA case on behalf of approximately 550 security guards relating to meal and rest break violations and other wage and hour issues; $2,300,000 settlement; final approval granted;

g. *Veronica Espinoza v. Sharp HealthCare*, Case No. 37-2018-00034031-CU-OE-CTL, class action and PAGA case on behalf of hospital employees relating to meal and rest break violations, among other things; $2,125,000 settlement; final approval granted;

h. *Wendy Navarro Garcia v. Widdicombe Enterprises, Inc.*, Case No. 30-2021-01235358-CU-OE-CXC: Class action and PAGA case involving failure to provide compliant meal and rest breaks, failure to pay overtime at the correct regular rate, failure to provide accurate itemized wage statements, and failure to pay all wages due at time of termination; $1,200,000 settlement; final approval granted;

i. *Samuel Nudelman v. Heartland Steel Products West LLC*, Case No. STK-CV-UOE-2022-0003348: Class action and PAGA case involving failure to pay overtime at the correct regular rate, unpaid meal and rest period premiums, failure to provide compliant off-premises meal and rest periods, and failure to provide compliant wage statements; $1,032,500 settlement; final approval granted;

j. *Renee Bullock v. Atria Management Company, LLC*, et al., Case No. CU22-086285: PAGA case involving failure to provide compliant meal and rest breaks, failure to properly account for non-discretionary bonuses in the regular rate of pay for calculating overtime, failure to provide accurate itemized wage statements, and failure to pay all wages due at time of termination; $1,695,000 settlement; PAGA approval granted;

k. *Robert Anthony Gonzalez v. Golden Gate Bell, LLC*, Case No. MSC21-00956: Class action and PAGA case involving off-the-clock work, failure to reimburse expenses, failure to provide reporting time pay, meal and rest break violations, and various wage statement and penalty claims; $4,500,000 settlement; final approval granted; and

l. *Raul Antonio Castro v. Clay Lacy Aviation, Inc.*, Case No. 21VECV00304: PAGA case involving various wage and hour violations; $760,000 settlement; PAGA approval granted.

19. I represent Plaintiff on a straight contingency basis. My request for $63,000.00 in attorney fees and $10,705.15 in litigation costs is fair and reasonable.

20. This award is justified here because I have achieved a strong result for the Aggrieved Employees and the State while bearing the substantial burdens of contingency representation.

21. The requested fee award is justified by the work performed, especially in a matter as complex as the Action, with its extensive number of Parties, Aggrieved Employees, and PAGA Pay Periods and its long procedural history.

22. The fee award represents my current lodestar of $42,600.00 with a reasonable multiplier of 1.48, with additional work to be performed such that the multiplier will ultimately be less than 1.48

23. The litigation costs total $10,705.15 and include the following, among others: $75.00 filing fee for filing the PAGA notice; $8,250.00 for Plaintiff's portion of mediation fees; $1,411.50 in deposition fees; $467.55 in Court filing fees and service charges; and $68.00 for process service. All of these costs are documented and reasonably incurred.

24. I requested quotes from two reputable settlement administrators with whom I have previously worked. The quotes were from Phoenix Class Action Administration Solutions for $5,250 and CPT Group, Inc. for $7,000. Given that their experience and capabilities as settlement administrators is well documented, I chose the lowest bidder.

25. After a diligent search and reasonable inquiry, I am not aware of any facts that would give rise to a conflict or potential conflict with Plaintiff or the selected Settlement Administrator.

26. I am not presently aware of any other pending matter or action that this settlement might extinguish or otherwise adversely affect.

I declare under penalty of perjury under the laws of California that the above is true and correct. Executed on October 29, 2024, in Woodland Hills, California.

DATED: November 25, 2025

/s/ Manny Starr

MANNY STARR
Attorney for Plaintiff
Tyrone James Johnson

EXHIBIT 1

Daniel Ginzburg | Attorney
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March 13, 2024

Via Online Filing
http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html

Via Certified Mail
Crown Energy Services, Inc.
600 Harrison Street, Suite 600
San Francisco, CA 94107

Crown Energy Services, Inc.
14141 Southwest Fwy, Suite 477
Sugar Land, TX 77478

Subject: *Tyrone Johnson v. Crown Energy Services, Inc.*

Dear Representative:

This office represents Tyrone James Johnson ("Plaintiff") in connection with Labor Code violation claims related to their employment with Crown Energy Services, Inc. ("Employer"). Employer can be contacted at:

Crown Energy Services, Inc.
600 Harrison Street, Suite 600
San Francisco, CA 94107

Crown Energy Services, Inc.
14141 Southwest Fwy, Suite 477
Sugar Land, TX 77478

Plaintiff was subjected to at least one of the Labor Code violations alleged in this letter while employed by Employer. As such, Plaintiff intends to seek PAGA penalties on behalf of himself and all other non-exempt employees of Employer employed in California and who were subjected to any or all of the Labor Code violations referenced herein during the PAGA Period ("Aggrieved Employees"). The PAGA Period begins one year prior to the date of this letter and, because the violations alleged herein are ongoing, the PAGA Period extends beyond the date of this letter.

This letter is sent pursuant to the requirements of Labor Code section 2699.3. The Labor Code violations being alleged are as follows:

Rest Break Violations

Labor Code section 226.7 and the applicable Wage Order requires employers to authorize and permit its employees to take rest periods based on the total hours worked daily at the rate of

10 minutes net per four hours or major fraction thereof. Employees must be relieved of all duties during their rest breaks.

Labor Code section 226.7 further provides that an employee is entitled to one hour of pay at their regular rate of pay for each day that a compliant rest break was not provided.

The Aggrieved Employees' rest breaks were regularly missed because Aggrieved Employees were denied their rest breaks entirely by their supervisor even when they inquired about them.

Civil Penalties Applicable to Rest Break Violations

As a result of the above rest break violations, Employer is subject to the civil penalties listed in Labor Code section 2699.

Derivative Wage Statement Penalties

Labor Code section 226 requires an employer to provide wage statements to its employees which include, among other things, gross and net wages earned. As a result of Employers failure to pay all premium pay for missed rest breaks as set forth above, Employer failed to provide the Aggrieved Employees with wage statements which accurately listed all wages earned. Employer is therefore subject to the civil penalties listed in Labor Code sections 226.3 and 2699.

Derivative Waiting Time Penalties

Labor Code sections 201 and 202 require that an employer provide an employee with all wages due and payable either: (a) immediately upon termination, or (b) within 3 days of the employee's resignation. When an employer fails to comply with the above, the employee is entitled to the equivalent of a day's wage at their regular rate of pay for each day the employer is late, for up to 30 days. (Labor Code section 203).

Because Employer did not pay the Aggrieved Employees all premium pay owed during their employment, it follows that the Aggrieved Employees were also never paid these wages after the conclusion of their employment. Thus, Employer had an obligation to pay waiting time penalties, but intentionally failed to do so, and is therefore subject to the civil penalties listed in Labor Code section 2699.

<u>Wage Statement Violations</u>

Labor Code section 226 requires an employer to provide wage statements to its employees which include, among other things, gross and net wages earned and total hours worked. Employer failed to provide wage statements which accurately reflected this information.

Civil Penalties Applicable to Wage Statement Violations

As a result of the wage statement violations detailed above, Employer is subject to the civil penalties listed in Labor Code sections 226.3 and 2699.

Weekly Pay Violation

Pursuant to Labor Code section 201.3, a temporary services employer is required to pay its employees on a weekly basis. A temporary services employer is defined in Labor Code section 201.3 as:

> "an employing unit that contracts with clients or customers to supply workers to perform services for the clients or customers and that performs all of the following functions: [¶] (A) Negotiates with clients and customers for matters such as the time and place where the services are to be provided, the type of work, the working conditions, and the quality and price of the services [;] [¶] (B) Determines assignments or reassignments of workers, […] [;] [¶] (C) Retains the authority to assign or reassign a worker to another client or customer when the worker is determined unacceptable by a specific client or customer [;] [¶] (D) Assigns or reassigns workers to perform services for clients or customers [;] [¶] (E) Sets the rate of pay of workers, whether or not through negotiation [;] [¶] (F) Pays workers from its own account or accounts [;] [and] [¶] (G) Retains the right to hire and terminate workers."

Because Employer fits the requirements listed above, it is a temporary services employer and was required to pay the Aggrieved Employees on a weekly basis. However, Employer did not pay the Aggrieved Employees on a weekly basis in violation of Labor Code section 201.3.

Civil Penalties Applicable to Weekly Pay Violations

As a result of the weekly pay violation detailed above, Employer is subject to the civil penalties listed in Labor Code section 210.

Reservation of Rights

The facts and claims contained herein are based on the information available at the time of this writing. Therefore, if through discovery and/or expert review, Plaintiff becomes aware of additional facts or theories of liability, they expressly reserve the right to revise these facts and/or add any new claims by amending and/or supplementing this letter or by adding applicable causes of action to the complaint which will relate back to the date of this letter.

Sincerely,

/s/ Daniel Ginzburg

Daniel Ginzburg

EXHIBIT 2

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Electronically FILED by Superior Court of California, County of Los Angeles 5/22/2024 12:42 PM David W. Slayton, Executive Officer/Clerk of Court, By A. Villchis-David, Deputy Clerk

Attorneys for Plaintiff TYRONE JAMES JOHNSON, individually and on behalf of all others similarly situated

IN THE SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES

TYRONE JAMES JOHNSON, individually and on behalf of all others similarly situated, Plaintiff(s), v. CROWN ENERGY SERVICES, INC.; and DOES 1 through 100, Defendant(s).	Case No. 24STCV12896 **COMPLAINT** 1. **Failure to Provide Compliant Rest Periods** 2. **Wage Statement Penalties** 3. **Violation of Unfair Competition Law** 4. **Private Attorneys General Act**

RELEVANT PARTIES

1. Plaintiff TYRONE JAMES JOHNSON ("Plaintiff") is an adult resident of Los Angeles County, California, and was at all times relevant residing in Los Angeles County, California.

2. Defendant CROWN ENERGY SERVICES, INC. ("Defendant") is a Texas corporation with its principal place of business located in Fort Bend County. Defendant is registered to and does conduct business in the State of California and is subject to the laws of the State of California. All acts and omissions of Defendant employees as alleged herein occurred while they were acting within the course and scope of their employment.

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3. Plaintiff is unaware of the true names or capacities of the Defendants sued herein as DOES 1 through 100, inclusive ("Doe Defendants"), and therefore sues said Doe Defendants by such fictitious names. Plaintiff will seek leave of this Court to amend this Complaint to insert the true names and capacities of such Doe Defendants when such information has been obtained. Plaintiff is informed and believes, and based on such information and belief alleges, that each of the fictitiously named Doe Defendants has participated in some way in the wrongful acts and omissions alleged below, and is liable to Plaintiff for damages and other relief to which Plaintiff is entitled. Defendant and Doe Defendants are collectively referred to as "Defendants".

JURISDICTION AND VENUE

4. This action is properly filed in Los Angeles because the acts and omissions that give rise to Plaintiff's claims took place in Los Angeles, and Defendants transact substantial business in this County.

5. This Court has jurisdiction over Defendants because Defendants' unlawful conduct as alleged herein occurred in Los Angeles, California and Plaintiff suffered damages from such conduct within Los Angeles, California.

FACTUAL ALLEGATIONS

6. At all times relevant, Plaintiff was Defendants' employee.

7. Plaintiff was employed by Defendants from 1/12/2018 to present.

8. Defendant failed to provide Plaintiff with compliant rest breaks because rest breaks were regularly missed because Plaintiff was denied their rest breaks entirely by their supervisor even when they inquired about them.

9. Despite not being provided with compliant rest breaks, Defendant did not pay premium pay for these missed breaks at Plaintiff's regular rate of pay.

10. Defendants failed to provide Plaintiff with accurate wage statements because the wage statements issued to Plaintiff did not accurately list total wages owed and hours worked, among other things.

11. Defendants are a temporary services employer as defined in Labor Code section 201.3 and was therefore required to pay Plaintiff and the Aggrieved Employees on a weekly basis. However,

Defendants paid Plaintiff and the Aggrieved Employees on a bi-weekly basis in violation of the Labor Code.

PAGA ALLEGATIONS

12. Pursuant to Labor Code section 2699(a), any provision of the Labor Code which provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency ("LWDA") for violations of the Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures outlined in Labor Code section 2699.3.

13. Pursuant to Labor Code section 2699.3, an aggrieved employee may pursue a civil action under PAGA after the following requirement have been met:

14. The aggrieved employee has provided written notice by online filing to the LWDA and by certified mail to the employer (hereinafter "Employee's Notice") of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations; and

15. The LWDA has provided notice (hereinafter "LWDA's Notice") to the employer and the aggrieved employee by certified mail that it does not intend to investigate the aggrieved employee's claims. Upon receipt of the LWDA's Notice, or if the LWDA does not provide such Notice within 65 calendar days of the postmark date of the Employee's Notice, the aggrieved employee may commence a civil action pursuant to Labor Code section 2699 to recover civil penalties in addition to any other penalties to which the employee may be entitled.

16. On 3/13/24, Plaintiff provided written notice by online filing to the LWDA and by certified mail to Defendants of specific provisions of the Labor Code alleged to have been violated by Defendants, including the facts and theories to support the alleged violations.

17. The 65-day notice period has elapsed, and the LWDA did not provide Plaintiff with written notice that it intends to investigate the alleged violations of the Labor Code. Thus, Plaintiff seeks PAGA Penalties on behalf of all Aggrieved Employees.

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18. The Aggrieved Employees are defined as "All other nonexempt, hourly employees, current and former, who were employed by Defendants within one year prior to 3/13/24,, through final disposition of this action."

<u>FIRST CAUSE OF ACTION</u>

Failure to Provide Compliant Rest Periods

By Plaintiff Against All Defendants

19. Plaintiff incorporates by reference the paragraphs above.

20. Labor Code section 226.7 and the Wage Orders requires employers to authorize and permit its employees to take rest periods based on the total hours worked daily at the rate of 10 minutes net per four hours or major fraction thereof.

21. Furthermore, "[d]uring rest periods employers must relieve employees of all duties and relinquish control over how employees spend their time." (*Augustus v. ABM Sec. Servs., Inc*., 2 Cal. 5th 257, 269 (2016)).

22. Defendants failed to provide Plaintiff with compliant rest breaks as alleged herein.

23. For each day that Defendants failed to provide Plaintiff with a compliant rest break, Defendants were required to remit premium pay pursuant to Labor Code section 226.7(c), which is one additional hour of pay at Plaintiff's regular rate of pay. (*Ferra v. Loews Hollywood Hotel, LLC*, 11 Cal. 5th 858 (2021)).

24. Defendants failed to pay premium pay at Plaintiff's regular rate of pay for each day a rest break was missed.

25. Plaintiff is therefore entitled to recover premium pay for missed rest breaks, interest, penalties, attorney fees, and costs.

<u>SECOND CAUSE OF ACTION</u>

Wage Statement Penalties

By Plaintiff Against All Defendants

26. Plaintiff incorporates by reference the paragraphs above.

27. Labor Code section 226(a) requires employers to provide itemized wage statements to its employees that identify accurate information regarding their compensation. Defendants, as a matter

of policy and practice, failed in its affirmative obligation to provide accurate itemized wage statements to Plaintiff in violation of Labor Code section 226(a).

28. As alleged herein, the wage statements that Defendants issued to Plaintiff were inaccurate and incomplete.

29. Defendants knowingly and intentionally issued wage statements that were inaccurate and incomplete, and the issuance of inaccurate and incomplete wage statements caused injury to Plaintiff in that Plaintiff was unable to accurately verify and/or calculate their wages.

30. Plaintiff is therefore entitled to the recovery of wage statement penalties, attorney fees, and costs.

<u>THIRD CAUSE OF ACTION</u>

Violation of Unfair Competition Law

By Plaintiff Against All Defendants

31. Plaintiff incorporates by reference the paragraphs above.

32. Defendants' conduct described herein constitutes unfair competition.

33. Specifically, Defendants have gained an unfair advantage over other similarly situated businesses by unlawfully reducing their overhead costs by not paying their employees what they are owed.

34. Pursuant to Business and Professions Code 17203, Plaintiff is entitled to restitution of all wrongfully withheld wages.

35. Plaintiff may recover attorney fees pursuant to Code of Civil Procedure section 1021.5.

<u>FOURTH CAUSE OF ACTION</u>

Private Attorneys General Act

By Plaintiff and the Aggrieved Employees Against All Defendants

36. Plaintiff incorporates by reference the paragraphs above.

37. PAGA permits Plaintiff and the Aggrieved Employees to recover civil penalties for the violation(s) of the Labor Code.

38. As alleged herein, Defendants' conduct violates numerous sections of the Labor Code.

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39. With respect to violations of Labor Code section 226.7 for Defendants' failure to provide Plaintiff and the Aggrieved Employees with compliant rest periods or compensation in lieu thereof, the penalties in Labor Code section 2699 apply.

40. With respect to violations of Labor Code section 226(a) for failure to provide accurate wage statements to Plaintiff and the Aggrieved Employees, the penalties in Labor Code sections 226.3 and 2699 apply.

41. With respect to violations of Labor Code section 201.3 for failure to pay Plaintiff and the Aggrieved Employees on a weekly basis, the penalties in Labor Code section 2699 apply.

42. Additionally, Plaintiff and the Aggrieved Employees are entitled to attorney's fees pursuant to Labor Code section 2699(g).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

1ST Cause of Action

1. Damages and/or penalties pursuant to Labor Code section 226.7
2. Interest
3. Attorneys' fees
4. Costs
5. Other relief the court deems proper

2nd Cause of Action

1. Penalties pursuant to Labor Code section 226
2. Attorneys' fees
3. Costs
4. Other relief the court deems proper

3rd Cause of Action

1. Restitution of all wrongfully withheld wages
2. Attorneys' fees
3. Costs
4. Other relief the court deems proper

4th Cause of Action

1. All applicable civil penalties available pursuant to Labor Code section 2698, et seq.
2. Attorneys' fees
3. Costs
4. Other relief the court deems proper

DATED: May 22, 2024

FRONTIER LAW CENTER

/s/ Daniel Ginzburg
Daniel Ginzburg

Attorneys for Plaintiff
TYRONE JAMES JOHNSON,
individually and on behalf of all others
similarly situated

EXHIBIT 3

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made by and between plaintiff Tyrone James Johnson ("Plaintiff") and defendant Crown Energy Services, Inc. ("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 Tyrone James Johnson v. Crown Energy Services, Inc. initiated on May 22, 2024 and pending in Superior Court of the State of California, County of Los Angeles.

1.2 "Administrator" means Phoenix Class Action Administration Solutions, 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 Preliminary Approval of the Settlement.

1.4 "Aggrieved Employee" means all current and former non-exempt, hourly employees in California that worked for Defendant and were assigned to locations for a period of 90 days or fewer during the PAGA Period; and all current and former non-exempt, hourly employees in California that worked for Defendant under Mauricio Melendez 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, Social Security number, 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 Los Angeles.

1.8 "Defendant" means named Defendant Crown Energy Services, Inc.

1.9 "Defense Counsel" means Laura F. Fleming, Philip K. Lem and Jonathan Arjonilla of Payne & Fears LLP.

1.10 "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 Judgment is final as of the day the Court enters judgment.

1.11 "Gross Settlement Amount" means $180,000 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, PAGA Counsel Litigation Expenses, PAGA Representative Service Payment and the Administration Expenses Payment.

1.12 "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 35% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.

1.13 "Judgment" means the judgment entered by the Court based upon the Final Approval.

1.14 "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subdivision (i).

1.15 "LWDA PAGA Payment" means the 65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (i).

1.16 "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Representative Service Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to the LWDA as the LWDA PAGA Payment and to the Aggrieved Employees as Individual PAGA Payments.

1.17 "PAGA Counsel" means Manny Starr and Michael Rachmann of Frontier Law Center, the attorneys representing the Plaintiff in the action.

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

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

1.20 "PAGA Period" means the period from March 13, 2023 to June 26, 2025.

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

1.22 "PAGA Notice" means Plaintiff's March 13, 2024 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a).

1.23 "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 35% to the Aggrieved Employees ($33,615.70) and the 65% to LWDA ($62,429.15) in settlement of PAGA claims.

1.24 "PAGA Representative Service Payment" means the payment to the Plaintiff for initiating the Action and providing services in support of the Action.

1.25 "Plaintiff" means Tyrone James Johnson, the named plaintiff in the Action.

1.26 "Released PAGA Claims" means the claims being released as described in Paragraph 5 below.

1.27 "Released Parties" means Defendant, ABM Industry Groups, LLC, ABM Industries, Inc., and each of their former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns, parents, subsidiaries, and affiliates.

1.28 "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS.

2.1 On May 22, 2024, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendant for failure to provide compliant rest periods, wage statement penalties, violation of Unfair Competition Law, and PAGA. The 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 in the Operative Complaint and denies any and all liability for the causes of action alleged.

2.2 Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.

2.3 On June 26, 2025, the Parties participated in an all-day mediation presided over by the Honorable Zaven V. Sinanian which led to this Agreement to settle the Action.

2.4 Prior to mediation, Plaintiff obtained, through both formal and informal discovery, a representative sampling of time and payroll records, as well as the Plaintiff's employee file and employee handbooks. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

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

3. MONETARY TERMS.

3.1 Gross Settlement Amount. Defendant promises to pay $180,000 and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this 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 by the Court in the Final Approval:

3.2.1 To Plaintiff: PAGA Representative Service Payment to the Plaintiff of not more than $5,000 (in addition to any Individual PAGA Payment the Plaintiff is entitled to receive as an Aggrieved Employee). Defendant will not oppose Plaintiff's request for a PAGA Representative Service Payment that does not exceed this amount. If the Court approves a PAGA Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the PAGA Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the PAGA Representative Service Payment.

3.2.2 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 35%, which is currently estimated to be $63,000, and a PAGA Counsel Litigation Expenses Payment of not more than $10,705.15. Defendant will not oppose requests for these payments provided that do not exceed these amounts. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed $5,250.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than $5,250.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of $96,044.85 to be paid from the Gross Settlement Amount, with 65% ($62,429.15) allocated to the LWDA PAGA Payment and 35% ($33,615.70) allocated to the Individual PAGA Payments.

3.2.4.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties ($33,615.70) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.4.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Aggrieved Employee Pay Periods. Based on a review of its records, Defendant estimates there are 387 Aggrieved Employees who worked a total 13,126 of PAGA Pay Periods from March 13, 2023 to June 26, 2025.

4.2 Aggrieved Employee Data. Not later than 45 days after the Effective Date, Defendant will simultaneously deliver the Aggrieved Employee Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted Aggrieved Employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the PAGA 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 or omitted Aggrieved Employee Data.

4.3 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than 14 days after the Effective Date.

4.4 Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, and the PAGA Representative Service Payment. Disbursement of the PAGA Counsel Fees

Payment, the PAGA Counsel Litigation Expenses Payment and the PAGA Representative Service 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 Settlement 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 United States Postal Service ("USPS") forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

4.4.3 For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee thereby leaving no "unpaid residue" subject to the requirements of Code of Civil Procedure section 384, subdivision (b).

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

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

5.1 <u>Plaintiff's Release</u>. Plaintiff and his, her, or their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors and assigns generally, release and discharge Released Parties from all claims, transactions or occurrences that occurred during the PAGA Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, and Plaintiff's PAGA Notice ("Plaintiff's Release.") Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

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

> A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

5.2 Release by Aggrieved Employees: All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

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

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)), including: (i) a draft of the request for approval of the PAGA Settlement under Labor Code section 2699, subdivision (f)(2); (ii) a draft proposed Order Granting Approval of PAGA Settlement; (iii) 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 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 Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iv) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees and/or the Administrator; (v) a signed declaration from each PAGA Counsel firm attesting to its competency to represent the Aggrieved Employees; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Lab. Code, § 2699.3, subd. (a))), Operative Complaint (Lab. Code, § 2699, subd. (l)(1)), this Agreement (Lab. Code, § 2699, subd. (l)(2)); (vi) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (vii) 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.

6.2 Responsibilities of 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 30 days after the full execution of this Agreement. PAGA Counsel is responsible for delivering the Court's Judgment to the Administrator.

6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

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

6.5 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment set forth in this Agreement, 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 another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected Phoenix Class Action Administration Solutions to serve as the Administrator and verified that, as a condition of appointment, Phoenix Class Action Administration Solutions agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

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

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES. Based on its records, Defendant estimates that, as of the date of the Parties' Mediation, there were 387 Aggrieved Employees who worked 13,126 Pay Periods during the PAGA Period. If the actual number of PAGA Pay Periods during the PAGA Period exceeds 13,360, then the PAGA Period ends on the date that the total PAGA Pay Periods equals 13,360 pay periods.

9. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

10. ADDITIONAL PROVISIONS.

10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint 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 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. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants or inducements made to or by any Party.

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

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

10.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action or right released and discharged by the Party in this Settlement.

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

10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed or waived only by an express written instrument signed by all Parties or their representatives and approved by the Court.

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

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

10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

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

10.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the Aggrieved Employee Data 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 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. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to PAGA Counsel for the return, rather than the destruction, of Aggrieved Employee Data.

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

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

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

To Plaintiff: Frontier Law Center
eservice@frontierlawcenter.com
6200 Canoga Avenue, Suite 470
Woodland Hills, CA 91367

To Defendant: Payne & Fears LLP
pkl@paynefears.com
4 Park Plaza, Suite 1100
Irvine, CA 92614

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

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

Signed by:
47E874CADCB544E...
Tyrone Johnson For Plaintiff
8/26/2025
(date)

John Borden (Sep 12, 2025 13:54:25 EDT)
9/12/2025 For Defendant
Sep 12, 2025
(date)

Signed by:
A6FDEB7FB552439...
Manny Starr Counsel For Plaintiff
8/27/2025
(date)

Phil Lem
Philip Lem Counsel For Defendant
15/09/2025
(date)4900-8924-0921.2

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