PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made by and between plaintiff Matthew Mendoza ("Plaintiff") and defendant Corporate Brokers LLC dba Tential on behalf of itself and all of its current and former owners, parents, subsidiaries, members, representatives, agents, insurers, officers, directors, employees, and any individual or entity that could be jointly liable with Corporate Brokers LLC dba Tential ("Defendant"). The Agreement refers to Plaintiff and Defendant collectively as "Parties," or individually as "Party."

1. <u>DEFINITIONS</u>.

1.1 "Action" means the Plaintiff's PAGA lawsuit alleging wage and hour violations against Defendant captioned *Mendoza v. Corporate Brokers, et. al*., Case No. 25STCV09105 initiated on March 27, 2025 and pending in Superior Court of the State of California, County of Los Angeles.

1.2 "Administrator" means Phoenix Settlement Administrators, the neutral entity the Parties have agreed to appoint to administer the Settlement.

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

1.4 "Aggrieved Employee" means all current and former employees employed by Defendant in the State of California 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 "Defense Counsel" means Maia Mdinaradze and Laurie DeYoung of Jackson Lewis, P.C., 725 South Figueroa Street, Suite 2500, Los Angeles, California 90017.

1.9 "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement, (b) sixty-five days have passed since the Order Approving the PAGA Settlement, with no appeal having been filed, or (c) if an appeal is filed, the date the Judgment is affirmed on appeal without material modification and when no further appeal is possible.

1.10 "Gross Settlement Amount" means $200,000.00 which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator's Expenses Payment.

1.11 "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the Net Settlement Amount calculated according to the proportionate number of Pay Periods the Aggrieved Employee worked during the PAGA Period.

1.12 "Judgment" means the judgment entered by the Court based upon the Court's order granting approval of this Settlement.

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

1.14 "LWDA PAGA Payment" means the 75% of the Net Settlement Amount paid to the LWDA under Labor Code section 2699, subd. (i).[1]

1.15 "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: (a) PAGA Counsel Fees Payment, (b) PAGA Counsel Litigation Expenses Payment, (c) the Administration Expenses Payment, and (d) Plaintiff's Incentive Payment. The remainder is to be paid to the LWDA as the LWDA PAGA Payment and to Aggrieved Employees as Individual PAGA Payments.

1.16 "PAGA Counsel" means Tuvia Korobkin, Esq., Poya Ghasri, Esq., Gary S. Brotman, Esq., and Alex Purcell, Esq. of Marquee Law Group, APC, 9100 Wilshire Blvd., Suite 445 East, Beverly Hills, CA 90212. the attorneys representing the Plaintiff in the Action.

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

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

1.19 "PAGA Period" means the period from April 5, 2023 to February 5, 2025.

1.20 "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.21 "PAGA Notice" means Plaintiff's letter to Defendant and the LWDA dated April 5, 2024 providing notice pursuant to Labor Code section 2699.3, subd.(a).

[1] Because Plaintiff's PAGA notice letter was submitted prior to June 14, 2024, references to the PAGA statute refer to the PAGA as it existed before the June 2024 amendments.

1.22 "Plaintiff" means Matthew Mendoza, the named plaintiff in the Action.

1.23 "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.

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

1.25 "Released Parties" means: Corporate Brokers LLC dba Tential, Discovery Communications, LLC, and their past, present, and future owners, officers, directors, employees, board members, shareholders, attorneys, insurers, reinsurers, customers, partners, investors, members, representatives, predecessors, parent companies, subsidiaries, affiliates, divisions, successors, agents and principals, and their heirs, estates, executors, administrators, insurers, attorneys, assigns, and any individual or entity that could be jointly liable with Defendant, and each of them.

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

1.27 "Defendant" means named defendant Corporate Brokers LLC dab Tential.

2. RECITALS

2.1 On April 5, 2024, Plaintiff provided written notice to the LWDA and Defendant asserting claims for civil penalties pursuant to PAGA stemming from alleged violations of California Labor Code sections 201-203, 1174, 1198, 1199, 2802 and 2804.

2.2 On March 27, 2025, Plaintiff commenced this Action by filing a Complaint seeking civil penalties against Defendant under 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 the Operative Complaint and denies any and all liability for the causes of action and claim alleged.

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

2.4 On January 29, 2025 the Parties participated in an all-day mediation presided over by Hon. Richard Stone (Ret.), which led to this Agreement to settle the Action.

2.5 Prior to mediation Plaintiff obtained informal discovery including, but not limited to, timekeeping records, payroll records, and other documents and information relating to Plaintiff and the Aggrieved Employees on whose behalf the PAGA claims are asserted in the Action; and summaries of data pertaining to the number of employees allegedly affected by the PAGA claims, inclusive of implicated pay periods.

2.6 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. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay $200,000.00 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 6.1 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 PAGA Counsel: A PAGA Counsel Fees Payment of not more than 33.33% which is currently estimated to be $66,666.66 and PAGA Counsel Litigation Expenses Payment of not more than $30,000. 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 seek approval of the PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment as part of their motion for approval of this Settlement. 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.

3.2.2 To the Administrator: An Administrator Expenses Payment not to exceed $3,000.00 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 $3,000.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.3 To Plaintiff: An Enhancement Award not to exceed $5,000.00 in recognition of Plaintiff's contributions to this lawsuit on behalf of the State of California and Aggrieved Employees. To the extent the Court approves payment less than

$5,000.00 or denies this payment, the Administrator will retain the amount not approved in the Net Settlement Amount.3.2.4 Net Settlement Amount to the LWDA and Aggrieved Employees: After deducting the amounts above, the remainder of the Gross Settlement Amount, known as the Net Settlement Amount, will be paid to the LWDA and Aggrieved Employees, with 75% of the Net Settlement Amount allocated to the LWDA PAGA Payment and 25% of the Net Settlement Amount 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' 25% share of PAGA Penalties 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. 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 70 Aggrieved Employees who worked a total of 1,544 pay periods through December 31, 2024.

4.2 Aggrieved Employee Data. Within 20 days of Court approval of this Settlement, Defendant will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which 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 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 no later than 20 days after the Effective Date.

4.4 Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the Gross Settlement Amount, and after receiving approval of its calculations from counsel for the Parties, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, Plaintiff's Incentive Payment, and the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment. Individual PAGA Payments shall be accompanied by a cover letter, substantially in the form attached hereto as "**Exhibit A**". Disbursement of the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

4.5 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.

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

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

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

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

5.1 Plaintiff's Release. In exchange for the receipt of the Incentive Payment, Plaintiff and his or her respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, releases and discharges Released Parties from all claims, transactions, or occurrences that arose from his employment with Defendant and 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 the PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement or any other agreement between Plaintiff and any of the Released Parties, 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 <u>Plaintiff's Waiver of Rights Under California Civil Code Section 1542</u>. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

5.2 <u>Release by Aggrieved Employees</u>: 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 arising during the PAGA Period that were alleged, or reasonably could have been alleged, based on the 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 <u>Plaintiff's Responsibilities</u>. Plaintiff will prepare and file with the Court all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (l)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its: willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; and an attestation that it does not have any actual or potential conflicts of interest or any financial relationship with Plaintiff or PAGA Counsel; (iii) a signed declaration from PAGA Counsel attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this 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, 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 PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement within a reasonable time after the full execution of this 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's Approval to the Administrator. PAGA Counsel and Defense Counsel will endeavor to ensure that the application or motion for approval is filed with the Court within 30 days of full execution of this Agreement.

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 the motion for 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.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected Phoenix Settlement Administrators to serve as the Administrator and verified that, as a condition of appointment, Phoenix Settlement Administrators to 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 (if any) 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 this Settlement Agreement, there are 70 Aggrieved Employees who worked 1,544 Pay Periods through December 2024. This is a material representation for Plaintiff to enter into this Agreement. If the actual number of pay periods worked by Aggrieved Employees during the PAGA Period, as determined by the Settlement

Administrator after reviewing the Aggrieved Employee Data, exceeds 1,544 by more than 10%, then Defendant will have the option to either (i) truncate the end of the PAGA Period so that the PAGA Period ends on the date immediately prior to the date that the number of Pay Periods exceeded 10% greater than 1,544; or (ii) increase the Gross Settlement Amount by the same percentage above 10% by which the actual number of pay periods exceeds 1,544. For example, if the actual number of pay periods worked by Aggrieved Employees during the PAGA Period is 11% greater than 1,544, then the Gross Settlement Amount will increase by 1%. If Defendant chooses to truncate the PAGA Period under option (i), then the revised end date of the PAGA Period will be reflected in the Notice to Aggrieved Employees (Exhibit A).

9. **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 under Cal. Code Civ. Proc. § 664.6 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. If any legal or equitable action or motion is necessary to enforce the terms of this Settlement Agreement, the prevailing party in any such action or motion shall be entitled to recover that party's reasonable attorneys' fees and costs incurred in connection with the action or motion.

9.1 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, the Parties, 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.

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, and Plaintiff reserves the right to contest Defendant's defenses. 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 the 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 Cal. Evid. Code §1152, and all copies and summaries of the PAGA 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 rule of court. Not later than 90 days after the Administrator discharges its obligation to 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 Administrator's payment of all Settlement Funds, Defendant makes a written request to PAGA Counsel for the return, rather than the destructions, 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 sent by email addressed as follows:

To Plaintiff:
Poya Ghasri, Esq.
Tuvia Korobkin, Esq.
MARQUEE LAW GROUP, APC
tuvia@marqueelaw.com
poya@marqueelaw.com

To Defendant:
Maia Mdinaradze, Esq.
Laurie DeYoung, Esq.
JACKSON LEWIS P.C.
Maia.mdinaradze@jacksonlewis.com
Lauire.DeYoung@jacksonlewis.com

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.

Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed (unless otherwise ordered by the Court), except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

IN WITNESS THEREOF, the Parties each acknowledge that he/she/it has read the foregoing Settlement Agreement, accepts and agrees to the provisions contained in this Settlement Agreement, and hereby executes it voluntarily and with full understanding of its consequences.

PLAINTIFF:

Dated: 10/16/2025 ________________ By: DocuSigned by: Matthew Mendoza 9CF57F0642A64DF... ____________________
Matthew Mendoza

DEFENDANT:

Dated: 10/7/2025 ________________ Brendan Connors ____________________
Corporate Brokers LLC dba Tential
By: Brendan Connors, President

APPROVED AS TO FORM:

MARQUEE LAW GROUP, APC

Dated: 10/16/2025 ________________ By: Signed by: Tuvia Korobkin A536AA1D0ED241F... ____________________
Poya Ghasri
Tuvia Korobkin
Attorneys for Plaintiff

JACKSON LEWIS P.C.

Dated: ________________ By: Maia Mdinaradze ____________________
Maia Mdinaradze
Laurie DeYoung
Attorneys for Defendant

EXHIBIT A

Re: Payment from Matthew Mendoza v. Corporate Brokers LLC dba Tential, et al
Case No. Case No. 25STCV09105

Date: ____________

<<SIMID>>
<<NAME>>
<<ADDRESS>>

Dear <<NAME>>:

Enclosed, please find a check made payable to you. This is your payment from the settlement of the lawsuit titled *Matthew Mendoza v. Corporate Brokers LLC dba Tential, et al* (the "Action").

The Action against Corporate Brokers LLC dba Tential ("Tential") includes a claim pursuant to the California Labor Code Private Attorneys General Act of 2004, California Labor Code § 2698, et seq. ("PAGA"). The Action was brought by Plaintiff Matthew Mendoza ("Plaintiff"), a former employee of Tential, on behalf of the State of California and other alleged aggrieved employees. You have been identified as one of the employees on whose behalf the case was brought.

Plaintiff claimed that Tential owed civil penalties under PAGA for alleged violations of the California Labor Code. The parties have reached a settlement of Plaintiff s claims, and on <<DATE>>, the Court approved the parties' PAGA settlement, including the amount of civil penalties to be paid under the settlement. A portion of the civil penalty settlement amount goes to the State of California's Labor and Workforce Development Agency. Another portion of the civil penalty settlement amount goes to employees of Tential who were allegedly affected by the alleged violations of the Labor Code. In agreeing to this settlement, Tential does not admit that it is liable in any way to current or former employees for any violations of the California Labor Code or any penalties. The Court has not decided the merits of Plaintiff s claims.

Pursuant to the settlement, enclosed is a check for your share of a portion of the civil penalties. This check will remain valid for 180 days from the date of issuance. If you do not cash your check within 180 days of issuance, the funds will be deposited by the Settlement Administrator with the California State Controller to be deposited in the Unclaimed Property Fund in your name. If you are still employed by Tential, your decision to cash the check will not affect your employment.

While you were not a party to the Action, you and the State of California have been bound by the settlement entered in this matter and approved by the Court, including the release contained in the settlement. The release pertains to civil penalties under PAGA only. The release includes all claims under the PAGA that were alleged in the Action, including claims for civil penalties under the PAGA based on Tential's alleged violations of Labor Code sections 201-203, 1174, 1198, 1199, 2802 and 2804 during the time period of April 5, 2023 through February 5, 2025 (the "PAGA Period").

If you have any questions, you can contact Phoenix Class Action Administrators, the Settlement Administrator, at _____-______-______