PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made by and between plaintiff Gilberto Larios ("Plaintiff") and Defendants WORLD CLASS MODULAR ("World Class Modular") and WCMOSI, INC. ("WCMOSI") (collectively, "Defendants"). The Agreement refers to Plaintiff and Defendants collectively as "Parties," or individually as "Party."

1. DEFINITIONS.

1.1 "Action" means the Plaintiff's PAGA lawsuit alleging a single cause of action for PAGA penalties pursuant to Labor Code section 226.8 ("PAGA Misclassification Claim") against Defendants captioned *Gilberto Larios v. World Class Modular, et al.* initiated on June 21, 2024 and pending in the Court.

1.2 "Administrator" means Atticus Administration, LLC, the neutral entity the Parties have agreed to appoint to administer the Settlement.

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

1.4 "Aggrieved Employees" means all individuals who are or were California residents, and who worked for Defendants as installers, movers, warehouse workers, or in any other similar capacity and whose pay was reported on an IRS Form 1099 basis during the PAGA Period.

1.5 "Aggrieved Employee Data" means Aggrieved Employee identifying information in Defendants' possession including the Aggrieved Employee's name, last-known mailing address, and Social Security number.

1.6 "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 "Approval Order" means the Court's order granting approval of the Settlement.

1.8 "Court" means the Superior Court of California, County of Los Angeles.

1.9 "Defense Counsel" means Adam Miller, Esq. and Joshua Simon, Esq. of Miller Miller Gerber LLP.

1.10 "Effective Date" means the date on which the Judgment becomes final.

1.11 "Gross Settlement Amount" means $105,000.00 which is the total amount Defendants agree to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment and the Administration Expenses Payment.

1.12 "Individual PAGA Payment" means the Aggrieved Employee's equal shares of 25% of the PAGA Penalties allocated to the Aggrieved Employees.

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

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

1.15 "LWDA PAGA Payment" means the 75% 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: (1) PAGA Counsel Fees Payment, (2) PAGA Counsel Litigation Expenses Payment and (3) Administration Expenses Payment. The remainder shall then be allocated seventy-five percent (75%) to the LWDA as the LWDA PAGA Payment and twenty-five percent (25%) to Aggrieved Employees as Individual PAGA Payments.

1.17 "PAGA Counsel" means Craig J. Ackermann, Esq. and Avi Kreitenberg, Esq., of Ackermann & Tilajef, P.C.; and Tatiana Hernandez, Esq. of the Law Office of Tatiana Hernandez, P.C., 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 Period" means the period from May 14, 2023 through February 18, 2026.

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

1.21 "PAGA Notice" means Plaintiff's May 14, 2024 letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a).

1.22 "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees ($12,600.00) and the 75% to the LWDA ($37,800.00) in settlement of PAGA claims.

1.23 "Plaintiff" means Gilberto Larios, the named plaintiff in the Action.

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

1.25 "Released Parties" means Defendants World Class Modular and Defendant WCMOSI, Inc. and each of their former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and/or affiliates.

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

1.27 "WCM" means named Defendant World Class Modular.

1.28 "WCMOSI" means named Defendant WCMOSI, Inc.

2. RECITALS.

2.1 On June 21, 2024, Plaintiff commenced this Action by filing a Class Action complaint alleging causes of action against Defendants for (1) failure to provide and maintain accurate itemized wage statements (Labor Code §§ 226(a) & 226.3; (2) failure to reimburse for necessary business expenses (Labor Code § 2802); (3) failure to provide compliant meal breaks and pay missed meal break premiums (Labor Code §§ 226.7 and 512.); (4) failure to provide compliant rest breaks and pay missed rest break premiums (Labor Code § 226.7); and (5) unfair business practices (Bus. & Prof. Code § 17200 *et seq*.)

2.2 On July 23, 2024, Plaintiff filed a First Amended Complaint adding two causes of action against Defendants for (1) PAGA penalties for willful misclassification (Labor Code §§ 226.8 and 2698, *et seq*.); and (2) PAGA and other penalties (Labor Code §§ 2698-2699.5).

2.3 On or about March 2026, Plaintiff filed a Second Amended Complaint removing all causes of action except the sixth cause of action, which is Plaintiff's sole claim for PAGA penalties for willful misclassification (Labor Code §§ 226.8 and 2698, *et seq*.) The Second Amended Complaint is the operative complaint in the Action (the "Operative Complaint"). Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in the Operative Complaint and deny any and all liability for the causes of action alleged.

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

2.5 On February 18, 2026, the Parties participated in an all-day mediation presided over by Judge Howard Broadman (Ret.), which led to the

Agreement:

2.6 Before mediation, Plaintiff obtained, through informal discovery, an estimate of the number of 1099 workers during the PAGA Period; Defendants' financial documents for the period between 2023 and 2025; a sampling of 1099s issued to Aggrieved Employees; and a sampling of Independent Contractor Agreement Forms.

2.7 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. Defendants promise to pay $105,000.00 as the Gross Settlement Amount. None of the Gross Settlement Amount will revert to Defendants. Defendants will pay the Gross Settlement Amount pursuant to the Payment Plan:

- The First Installment Payment of $30,000.00 (representing the portion of the Net Settlement Amount to be distributed to the Aggrieved Employees ($12,600.00) and $17,400.00 of Plaintiff's attorneys' fees) shall be deposited with the Settlement Administrator no later than thirty days after approval of the PAGA settlement.

- The Second Installment Payment of $25,000.00 (representing the balance of Plaintiff's counsel's attorneys' fees ($17,600.00) and $7,400.00 of Plaintiff's counsel's litigation costs) shall be deposited with the Settlement Administrator on or before November 15, 2026.

- The Third Installment Payment of $25,000.00 (representing the balance of Plaintiff's counsel's litigation costs of up to $7,600.00, the settlement administration costs of up to $4,600.00, and the first $12,800.00 of the LWDA's portion of the Net Settlement Amount) shall be deposited with the Settlement Administrator on or before November 15, 2027.

- The Fourth Installment Payment of $25,000.00 (representing the balance of the LWDA's portion of the Net Settlement Amount) shall be deposited with the Settlement Administrator on or before November 15, 2028

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 Approval Order:

3.2.1 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third of the Gross Settlement Amount, which is currently estimated to be

$35,000.00, and PAGA Counsel Litigation Expenses Payment of not more than $15,000.00. Defendants will not oppose requests for Court approval of these payments provided they do not exceed these amounts. Plaintiff and/or PAGA Counsel will seek Court approval of a PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. In support of the PAGA Counsel Litigation Expenses Payment, PAGA Counsel must submit a cost ledger listing each expense incurred during the Action. If the Court approves a PAGA Counsel Fees Payment or a PAGA Counsel Litigation Expenses Payment less than the amount 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 of any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these payments.

3.2.2 To the Administrator: An Administration Expenses Payment not to exceed $4,600.00 except for a showing of good cause and as approved by the Court. To the extent the administration expenses are less than or the Court approves payment less than $4,600.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.3 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of $50,400.00, which represents the Net Settlement Amount, with 75% ($37,800.00) allocated to the LWDA PAGA Payment and 25% ($12,600.00) allocated to the Individual PAGA Payments.

3.2.3.1 The Administrator will calculate each Individual PAGA Payment by dividing the Aggrieved Employees' twenty-five percent (25%) share of the PAGA Penalties ($12,600.00) equally among all Aggrieved Employees identified during the PAGA Period. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.3.2 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 Count and Escalator. Based on a review of its records to date, Defendants estimate there are 140 Aggrieved Employees during the PAGA Period. If the total number of Aggrieved Employees conveyed to the settlement administrator during the PAGA Period is 5% more than the amount stated (147 or more Aggrieved Employees), Defendants will increase the Gross Settlement Amount proportionally for any Aggrieved Employee above 140. If this provision is triggered so as to increase the Gross Settlement Amount, the Parties agree that the portion of the Gross Settlement Amount allocated to attorneys' fees will increase proportionally such that the total amount of attorneys' fees remains one-third of the Gross Settlement Amount after the upward adjustment required by this provision is implemented.

4.2 Aggrieved Employee Data. Within 15 days after the date of approval of the settlement, Defendants will 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 effect and perform under this Agreement. Defendants have 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 Defendants 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. Defendants shall fund the Gross Settlement Amount by transmitting the funds to the Administrator according to the Payment Plan set forth in Paragraph 3.1, above.

4.4 Payments from the Gross Settlement Amount. Within 14 days after each installment payment of the Gross Settlement Amount from Defendants, the Administrator will mail checks to the appropriate recipient, as set forth in Paragraph 3.1. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

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

4.4.2 The Administrator must conduct an Address Search for all Aggrieved Employees whose checks are returned undelivered without a USPS forwarding address. Within 7 days of receiving a returned check, the Administrator must re-mail the check to the USPS forwarding address provided or to an address ascertained through the 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, as requested by the Aggrieved Employee before 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 State of California Unclaimed Wage or Property Fund in the name of the Aggrieved Employee.

4.4.4 The payment of Individual PAGA Payments shall not obligate Defendants 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 Defendants fully fund the entire Gross Settlement Amount, Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

5.1 Release by Aggrieved Employees: All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors and assigns, the Released Parties from all claims for PAGA penalties that were alleged in the operative Complaint that are alleged to have occurred during the PAGA Period.

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, subdivision (f)(2) including: (i) a draft Approval Order; (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; 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; (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 (Lab. Code, §2699, subd. (l)(1)), and the Agreement (Lab. Code, § 2699, subd. (l)(2)); (iv) a redlined version of the Agreement showing all modifications made to the Los Angeles Superior Court's Model Agreement; and (v) 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 PAGA 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 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 Order 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 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 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 Atticus Administration, LLC to serve as the Administrator and verified that, as a condition of appointment, Atticus Administration, LLC agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of the Administration Expenses Payment. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

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 all tasks to be performed by the Administrator set forth in this Agreement or otherwise.

8. 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.

8.1 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 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 Net Settlement Amount.

9. ADDITIONAL PROVISIONS.

9.1 No Admission of Liability. 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 Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor is it intended or should be construed as an admission by Plaintiff that Defendants' 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, Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendants' 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).

9.2 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.

9.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendants, 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.

9.4 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 and 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 or the Court for resolution.

9.5 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 any portion of any liability, claim, demand, action, cause of action or right released and discharged by the Party in this Settlement.

9.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendants 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.

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

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

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

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

9.11 Confidentiality. The Parties agree that this Agreement is confidential (except for purposes of enforcement) and that neither party will issue any press release or other public or non-public representation regarding the settlement other than as necessary to obtain Court approval and effectuate the terms of the Settlement. Plaintiff's counsel agrees not to identify Defendants in any way in any website, blog, article, or social media. 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.

9.12 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 PAGA Data provided to PAGA Counsel by Defendants in connection with the mediation, other settlement negotiations, or the Settlement, may be used only with respect to this Settlement, and for no other purpose, and may not be used in any way that violates any existing contractual agreement, statute or the California Rules of Court. Not later than 90 days after the Administrator discharges its obligation to pay out all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendants unless, prior to the Administrator's payment of all Settlement funds, Defendants make a written request to PAGA Counsel for the return, rather than the destruction, of Aggrieved Employee Data.

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

9.14 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.

9.15 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:

Craig J. Ackermann, Esq.
Avi Kreitenberg, Esq.
ACKERMANN & TILAJEF, P.C.
315 South Beverly Drive, Suite 504
Beverly Hills, California 90212
cja@ackermanntilajef.com
ak@ackermanntilajef.com

Tatiana Hernández, Esq.
LAW OFFICE OF TATIANA HERNÁNDEZ, P.C.
315 South Beverly Drive, Suite 504
Beverly Hills, California 90212
tatiana@thlawpc.com
Tel: 1-888-865-6506

To Defendants:

Adam Miller, Esq.
MILLER MILLER GERBER LLP
amiller@mmg-llp.com
18301 Von Karman Ave., Suite 950

Irvine, California 92612

9.16 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.

9.17 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.

9.18 Owner Guarantee. Defendants' owner, Abraham Ortega ("Mr. Ortega"), agrees to personally guarantee the amounts associated with the Gross Settlement Amount. If for any reason, Mr. Ortega is unable to make any of the installment payments mentioned in Paragraph 3.1 above, Mr. Ortega agrees to enter a stipulated judgment for the amount owed associated with the Gross Settlement Agreement.

Firmado por:
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Gilberto Larios For Plaintiff

3/19/2026

(date)

DocuSigned by:
22020377EF36403...

Abraham Ortega For Defendants

3/31/2026

(date)

Signed by:
D39BE517D370485...

Avi Kreitenberg Counsel For Plaintiff

3/19/2026

(date)

Joshua Simon Counsel For Defendants

3/26/2026

(date)