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Attorneys for Plaintiffs, ANGELA BROWN and DAVID ZAMBRANO, as aggrieved employees, and on behalf of all other aggrieved employees

(*Additional Counsel on the next page*)

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

ANGELA BROWN and DAVID ZAMBRANO, as aggrieved employees, and on behalf of all other aggrieved employees under the Labor Code Private Attorneys' General Act of 2004,

Plaintiff,

v.

AG SEAL BEACH, LLC dba SEAL BEACH HEALTH AND REHABILITATION, a Delaware limited liability company;; and DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 30-2024-01413209-CU-OE-CXC

[Assigned to the Hon. Randall J. Sherman Dept. CX105]

REPRESENTATIVE ACTION

JOINT STIPULATION RE: PAGA SETTLEMENT

ACTION FILED: July 18, 2024
TRIAL DATE: None Set

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Attorneys for Defendant, AG SEAL BEACH, LLC

This Joint Stipulation re: PAGA Settlement ("Settlement," "Agreement" or "Settlement Agreement") is made by and between plaintiffs Angela Brown and David Zambrano ("Plaintiffs"), individually, and on behalf of the Aggrieved Employees, on one hand; and defendant AG Seal Beach, LLC ("Defendant"), on the other hand, in the lawsuit entitled *David Zambrano v. AG Seal Beach, LLC, dba Seal Beach Health and Rehabilitation, et al.*, filed in the Orange County Superior Court, Case No. 30-2024-01413209-CU-OE-CXC. Plaintiffs and Defendant shall be, at times, collectively referred to as the "Parties". This Agreement is intended by the Parties to fully, finally and forever resolve the claims as set forth herein, based upon and subject to the terms and conditions of this Agreement.

1. DEFINITIONS

1.1. "**Action**" means the Plaintiffs's PAGA lawsuit, alleging wage and hour violations against Defendant, captioned *David Zambrano, et al. v. AG Seal Beach, LLC, dba Seal Beach Health and Rehabilitation, et al.*, initiated on July 18, 2024, and pending in the Superior Court of the State of California, County of Orange.

1.2. "**Administrator**" or "**Settlement Administrator**" means the third-party administrator mutually chosen by the Parties and approved by the Court that will be responsible for the administration of the Settlement. The Parties will obtain a not-to-exceed quote from the mutually acceptable qualified settlement administrator for claims administration costs. The Settlement Administrator mutually agreed upon by the Parties is Apex Class Action Administration ("Apex").

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 current and former non-exempt employees of Defendant, within the State of California, working during the PAGA Period.

1.5. "**Aggrieved Employee Data**" means Aggrieved Employee identifying information in Defendant's possession including the Aggrieved Employee's full name, last-

known mailing address(es), last known telephone number(s), last known Social Security number(s), inclusive dates of employment (i.e., hire dates, and, if applicable, re-hire date(s) and/or separation date(s)) with Defendant as a non-exempt employee in California during the PAGA Period, 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 Orange.

1.8. "**Defense Counsel**" means James S. Cooper of Levinson Arshonsky Kurtz & Komsky, LLP.

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 Settlement and (b) the Judgment is final. The Judgment is final as of the day the Court enters Judgment.

1.10. "**Gross Settlement Amount**" means $281,000.00 which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8.1 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 Administration Expenses Payment.

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

1.2. "**Judgment**" means the judgment entered by the Court based upon the Final Approval of this Agreement.

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

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1.4. "**LWDA PAGA Payment**" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

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

1.6. "**PAGA Counsel**" means David D. Bibiyan, Jason Rothman, Megan R. Lazar, and Alexa R. Guzman of Bibiyan Law Group, P.C., the attorneys representing the Plaintiffs in the Action.

1.7. "**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.

1.8. "**PAGA Pay Period**" or "Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period based on hire dates, re-hire dates (as applicable), and termination dates (as applicable).

1.9. "**PAGA Period**" means the period from May 18, 2023 to March 14, 2025, or to the date of preliminary approval of settlement, whichever is sooner.

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

1.11. "**PAGA Notice**" means Plaintiffs' May 8, 2024 and November 17, 2025 letters to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a).

1.12. "**PAGA Penalties**" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, with allocated 25% to the Aggrieved Employees and 75% to the LWDA in settlement of PAGA claims.

1.13. "**Plaintiffs**" means Angela Brown and David Zambrano, the named plaintiffs in the Action.

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

1.15. "**Released PAGA Claims**" means the claims being released by the Plaintiffs and PAGA Counsel and as described in Paragraph 5 below.

1.16. "**Released Parties**" means: Defendant and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries and affiliates.

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

2. RECITALS

2.1. On July 18, 2024, Plaintiff Angela Yvette Brown ("Plaintiff Brown") commenced this Action by filing a Complaint (the "Action"), alleging causes of action against Defendant for civil penalties under PAGA for the Labor Code violations alleged in the PAGA Notice. 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 alleged.

2.2. On May 8, 2024, pursuant to Labor Code section 2699.3, subd. (a), Plaintiff Brown gave timely written notice to Defendant and the California Labor and Workforce Development Agency ("LWDA") alleging violations under the Private Attorney General Act of 2004 ("PAGA").

2.3. On November 17, 2025, Plaintiff David Zambrano submitted a letter to the LWDA alleging violations under PAGA.

2.4. On December 16, 2024, the Parties filed a Joint Stipulation to dismiss all defendants named in the original complaint aside AG Seal Beach, LLC d/b/a Seal Beach Health and Rehabilitation, who was determined to be the sole correct entity listed in the lawsuit.

2.5. On January 14, 2025, the Parties participated in an all-day mediation presided over by Lynn Frank, Esquire, which led to this Agreement to settle the Action.

2.6. As part of the agreement, the Parties have stipulated to add Plaintiff David Zambrano as a Plaintiff. On or around May 31, 2026, the Parties filed a Stipulation to file a First Amended Complaint to add Plaintiff Zambrano to the Action. On September 29, 2026, Plaintiffs

filed the First Amended Complaint adding Plaintiff Zambrano to the Action. The First Amended Complaint is the ("Operative Complaint").

2.7. Prior to mediation, Plaintiffs obtained, through informal discovery: (1) time records for approximately 153 Aggrieved Employees and payroll records of approximately 116 Aggrieved Employees of the estimated 438 Aggrieved Employees; (2) data points, including the number of Aggrieved Employees, the number of employees separated from employment, the number of Pay Periods, and the average hourly rate of pay, among others; (3) Defendant's employee handbook; and (4) Plaintiffs' personnel records.

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**. Except as otherwise provided by Paragraph 8.1 below, Defendant promises to pay $281,000.00 and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this 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 thirty-five percent (35%), which is currently estimated to be $98,350.00 and PAGA Counsel Litigation Expenses Payment of not more than $60,000.00. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiffs and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment.

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 Plaintiffs' Counsel arising from any claim to any portion any PAGA Counsel Fees 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 assume full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and hold Defendant harmless, and indemnify Defendant from any dispute or controversy regarding any division or sharing of any of these Payments. There will be no additional charge of any kind to either the Aggrieved Employees or request for additional consideration from Defendant for such work unless, Defendant materially breach this Agreement, including any term regarding funding, and further efforts are necessary from Class Counsel to remedy said breach, including, without limitation, moving the Court to enforce the Agreement. Should the Court approve attorneys' fees and/or litigation costs and expenses in amounts that are less than the amounts provided for herein, then the unapproved portion(s) shall be a part of the Net Settlement Amount

3.2.2 **To the Administrator**: An Administrator Expenses Payment not to exceed $6,390.00 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 $6,390.00, 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 $116,260.00 to be paid from the Gross Settlement Amount, with 75% ($87,195.00) allocated to the LWDA PAGA Payment and 25% ($29,065.00) allocated to the Individual PAGA Payments.

3.2.3.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties ($29,065.00) 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.

3.2.3.2 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 PAYMENTS

4.1 **Aggrieved Employee Pay Periods**. Based on a review of its records to date, Defendant estimates there are 438 Aggrieved Employees who worked a total of 8,593 PAGA Pay Periods.

4.2 **Aggrieved Employee Data**. Within 21 days after execution of this Agreement, Defendant will simultaneously 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 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, and the PAGA Counsel Litigation Expenses Payment. Disbursement of the PAGA Counsel Fees Payment and 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. Within 14 days of receipt of Aggrieved Employee Data, 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 retuned undelivered without USPS forwarding address. Within five (5) 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 *cy pres* recipient, Legal Aid at Work, for use in Orange County.

4.4.4. 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 Plaintiffs and the Aggrieved Employees will release claims against all Released Parties as follows:

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, Released Parties from all claims, rights, demands, liabilities and causes of action that arose during the PAGA Period for civil penalties under PAGA that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice for PAGA civil penalties.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT

The Parties agree to Plaintiffs' filing of a motion for approval of this Settlement.

6.1. **Plaintiffs' Responsibilities**. Plaintiffs will prepare and endeavor to 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 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; 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 Plaintiffs, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel attesting to their timely transmission to the LWDA of all necessary PAGA documents (initial notices 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.

The Notice of Settlement of PAGA Representative Action and the Approval Order shall be mutually agreed upon by the Parties. Additionally, Plaintiffs shall provide Defendant with the opportunity to review and comment on the pleadings in connection with the motion for approval of settlement, including the notice of motion, memorandum of points and authorities, and declarations, at least five (5) business days prior to filing of such pleadings with the Court.

6.2. **Responsibilities of PAGA Counsel**. PAGA Counsel are responsible for expeditiously finalizing and filing the motion for approval of this Settlement 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 are responsible for delivering the Court's Preliminary Approval 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 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 mutually chosen Apex Class Action Administration ("Apex") to serve as the Administrator and verified that, as a condition of appointment, Apex 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 and ESCALATOR CLAUSE

Based on its records, Defendant estimates that, as of the date of this Settlement Agreement, there are 438 Aggrieved Employees who worked 8,593 Pay Periods during the PAGA Period.

8.1. Defendant represents that there are no more than 8,593 Pay Periods worked during the PAGA Period. In the event the number of Pay Periods during the PAGA Period increases by more than 10%, or 859 Pay Periods, then the Gross Settlement Amount shall be increased proportionally by the Pay Periods in excess of 9,452 multiplied by the pay periods value. However Defendant will also have the option to cap the number of Pay Periods and adjust

the PAGA Period release at the 10% threshold (i.e., 9,452) by decreasing the length of the PAGA Period covered by the settlement to the date the number of Pay Periods reaches 9,452. If Defendant elects to increase the PAGA Period Pay Period count beyond 10% then then the Pay Period value shall be calculated by dividing the Gross Settlement Amount by 8,593. The Parties agree that the pay period value amounts to $32.70 per Pay Period ($281,000.00 / 8,593 Pay Periods). Thus, for example, should there be 9,881 Pay Periods in the PAGA Period, then the Gross Settlement Amount shall be increased by $14,028.30. (9,881 Pay Periods – 9,452 Pay Periods x $32.70/Pay Period.) Defendant shall make its election regarding the above no later than 7 days after receiving information from the administrator regarding the workweek count. Should Defendant fail to make its election within the above timeframe, then option (1) shall automatically apply

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 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.

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.

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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 Plaintiffs 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 Plaintiffs 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 Plaintiffs 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 Plaintiffs, 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**. Plaintiffs and Plaintiffs' Counsel shall not make any public disclosures of any kind regarding this Settlement, including but not limited to postings on Plaintiffs' Counsel's website and postings on any social media sites/outlets. Plaintiffs' Counsel shall take all steps necessary to ensure that Plaintiffs is aware of, and shall encourage Plaintiffs to adhere to, the restriction against any public disclosures regarding this Settlement. Plaintiffs' Counsel shall not include or use this Settlement for any marketing or promotional purposes, or for attempting to influence Defendant's business relationships, either before or after the motion

for approval of settlement is filed. Following approval of this Settlement, Plaintiffs and Plaintiffs' Counsel shall not initiate any communications with the media or third parties. If contacted by the media or third parties Plaintiffs and Plaintiffs' Counsel shall only discuss information publicly available. Plaintiffs' Counsel shall take all steps necessary to ensure that Plaintiffs are aware of, and shall encourage Plaintiffs to adhere to, the restriction against initiating any media comment. Nothing herein shall restrict Plaintiffs' Counsel from including publicly available information regarding this Settlement in future judicial submissions regarding Plaintiffs' Counsel's qualifications and experience.

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 purposes, 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, Plaintiffs 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 mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs:

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megan@tomorrowlaw.com
Alexa R. Guzman (SBN 327306)
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To Defendant:

LEVINSON ARSHONSKY KURTZ & KOMSKY, LLP
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15303 Ventura Blvd, Suite 1650
Sherman Oaks, CA 91403
Tel: (818) 382-3434; Fax: (818) 382-3433

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 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.

The Parties agree that, in the event this Settlement is not approved by the Court, or if this Settlement is terminated by either Party under the provisions of this Settlement, the Parties shall request that the Court reopens the proceedings within thirty (30) days.

10.18. **Severability**. In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way effect any other provision if Defendant's

Counsel and PAGA Counsel, on behalf of the Parties and the Aggrieved Employees, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

IT IS SO AGREED:

David Zambrano 10/28/2026
Plaintiff David Zambrano

Defendant AG Seal Beach, LLC
By: Staci Trang
Its: General Counsel

Plaintiff Angela Brown

David D. Bibiyan
Jason Rothman
Megan R. Lazar
Alexa R. Guzman
Counsel for Plaintiffs David Zambrano

James S. Cooper /s/
James S. Cooper
Counsel for Defendant AG Seal Beach, LLC

Counsel and PAGA Counsel, on behalf of the Parties and the Aggrieved Employees, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

IT IS SO AGREED:

Plaintiff David Zambrano

Defendant AG Seal Beach, LLC
By: _____
Its: _____

Angela Brown 11/06/2026
Plaintiff Angela Brown

David D. Bibiyan 11/06/2026
David D. Bibiyan
Jason Rothman
Megan R. Lazar
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Counsel for Plaintiffs David Zambrano

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