

PAGA SETTLEMENT AGREEMENT

Subject to the approval of the Court, pursuant to the Private Attorneys General Act, California Labor Code section 2698, *et seq.* (“PAGA”) and, in particular section 2699(1)(2), this PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff SALVADOR ROSALES TRUJILLO (“Plaintiff”) for himself, on behalf of other Settlement Group Members (defined below), the State of California, the Labor and Workforce Development Agency and Defendant NICHOLS LUMBER & HARDWARE CO (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties.”

The Parties agree that the Action (as defined below) shall be ended, settled, resolved, and concluded by agreement of Defendant to pay the “Total Settlement Amount” as described below of One Hundred Thirty-Two Thousand Dollars and No Cents (\$132,000.00), subject to Section 3.1 and the potential Escalator Payment set forth therein. The Total Settlement Amount covers the Employees’ Payment to Settlement Group Members, the PAGA Representative’s Payment, the LWDA Payment, PAGA Counsels’ Fees and Expenses Payment, and the Settlement Administration Fee (all defined below). Defendant’s monetary obligations under this Agreement are limited to the Total Settlement Amount, and Defendant may not be required to contribute additional monies above the Total Settlement Amount under any circumstances whatsoever. Capitalized terms used herein shall have the meanings set forth in Section 1 or elsewhere in this Agreement.

1. DEFINITIONS.

Unless otherwise defined herein, the following terms used in this Agreement shall have the meanings ascribed to them as set forth below:

- 1.1. “Action” means the Plaintiff’s PAGA lawsuit alleging wage-and-hour violations against Defendant captioned: SALVADOR ROSALES TRUJILLO, an individual, on behalf of himself and all others similarly situated v. NICHOLS LUMBER & HARDWARE CO., a California Corporation, and DOES 1-50, inclusive, Los Angeles County Superior Court Case No. 24STCV17396, filed July 12, 2024.
- 1.2. “Administrator” means ILYM Group, Inc., the neutral settlement administrator the Parties have agreed to appoint to administer the Settlement in accordance with this Agreement.
- 1.3. “Approval Order” means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.4. “Complaint” means the complaint filed on July 12, 2024, in this Action.
- 1.5. “FAC” means the first amended complaint filed on July 26, 2024, in this Action.
- 1.6. “Court” means the Superior Court of California, County of Los Angeles.
- 1.7. “Covered Period” means the period from May 8, 2023, to July 1, 2025.

1.8. “Covered Pay Periods” means the number of pay periods during which each Settlement Group Member was assigned to California by Defendant as an hourly non-exempt employee during the Covered Period.

1.9. “Defense Counsel” means:

KATHERINE C. DEN BLEYKER (SBN 257187)

kdenbleyker@ohaganmeyer.com

ALYSON M. DUDKOWSKI (SBN 259728)

adudkowski@ohaganmeyer.com

O’HAGAN MEYER LLP

550 Hope Street, Suite 2400

Los Angeles, California 90071 Telephone: (213) 647-0005

1.10. “Effective Date” means the date this Agreement shall be effective upon the earliest date, following entry of an order by the Court approving the Settlement, upon which one of the following has occurred: (i) expiration of all potential appeals periods without a filing of a notice of appeal of the order; (ii) final affirmance of the order by an appellate court as a result of any appeal(s); or (iii) final dismissal or denial of all such appeals (including any petitions for review, rehearing, certiorari, etc.) such that the order is no longer subject to further judicial review. If the LWDA objects to the Settlement, the Court does not grant approval of the Settlement without material modifications, or if the Court's final approval of the Settlement is reversed or materially modified on appellate review, then the Settlement will become null and void and there shall be no Effective Date under this Section.

1.11. “Employees’ Payment” means the 25% of the Net Settlement Amount that shall be distributed to Settlement Group Members subject to the “Settlement Share” calculation set forth below.

1.12. “Judgment” means the judgment entered by the Court based upon the Final Approval.

1.13. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under California Labor Code section 2699, subd. (i).

1.14. “LWDA Notice” means Plaintiff’s May 8, 2024, letter to Defendant and the LWDA providing notice pursuant to California Labor Code section 2699.3, subd. (a).

1.15. “LWDA PAGA Payment” means the 75% of the Net Settlement Amount that shall be distributed to the LWDA under California Labor Code section 2699(i).

1.16. “Net Settlement Amount” is the amount from the Total Settlement Amount that is available for distribution to Settlement Group Members (“Settlement Shares,” and the LWDA PAGA Payment after deduction for (i) the Settlement

Administration Fee; (ii) the PAGA Representative's Payment; and (iii) the PAGA Counsels' Fees and Expenses Payment.

- 1.17. "PAGA" means the Private Attorneys General Act (California Labor Code sections 2698, et seq.)
- 1.18. "PAGA Counsel" means Amir Seyedfarshi of Employment Rights Lawyers, APC, and Tatiana Hernández of Law Office of Tatiana Hernández, the attorneys representing the Plaintiff in the Action.
- 1.19. "PAGA Counsels' Fees and Expenses Payment" means the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.
- 1.20. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Total Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to LWDA in settlement of PAGA claims.
- 1.21. "Released Claims" means any and all individual or representative claims for relief under PAGA, of whatever kind or nature, whether known or unknown, arising during the Covered Period based on the facts and allegations asserted by Plaintiff in his LWDA Notice and Complaint, including, but not limited to claims that reasonably could be premised on allegations related to and derivative of theories of failure to timely pay minimum wages; failure to pay overtime wages; failure to provide meal periods and/or rest periods; failure to provide accurate itemized wage statements; failure to pay wages due upon separation from Defendant's employment; failure to reimburse required business expenses; and incorporating the applicable Labor Code Sections including, but not limited to, California Labor Code sections 203, 210, 226, 226.7, 512, 2802 and applicable IWC Wage Orders; Bus. & Prof. Code sections 17200 *et seq.*; and any resulting claim for attorneys' fees and costs under PAGA.
- 1.22. "Released Parties" means: Defendant and its current and former, direct and indirect owners, parents, subsidiaries, predecessors and successors, brother-sister companies, and all other affiliates and related entities, and their current and former partners, directors, officers, trustees, insurers, employees, attorneys, agents, and other related parties.
- 1.23. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.
- 1.24. "Settlement Administration Fee" means the amount the Administrator will be paid from the Total 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. In no event shall Defendant be responsible for any additional costs for the Administrator beyond any amount approved by the Court to be paid from the Total Settlement Amount.

- 1.25. “Settlement Group Members” means all current and former hourly, non-exempt employees of Defendant assigned to California at any time during the Covered Period.
- 1.26. “Settlement Group Members Address Search” means the Administrator’s investigation and search for current Settlement Group Members’ 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 Settlement Group Members.

2. RECITALS.

- 2.1. On May 8, 2024, Plaintiff submitted on behalf of himself, other allegedly aggrieved employees, and the State of California, a notice to the LWDA (“LWDA Notice”) alleging numerous Labor Code violations.
- 2.2. On July 12, 2024, Plaintiff commenced this Action by filing the Complaint.
- 2.3. On July 26, 2024, Plaintiff amended the Complaint by filing the FAC.
- 2.4. Defendant has denied, and continues to deny, any wrongdoing in regard to the alleged violations in Plaintiffs LWDA Notice and the Complaint filed in this Action.
- 2.5. Pursuant to California Labor Code section 2699.3, subd. (a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the LWDA Notice.
- 2.6. Before reaching this Settlement, the Parties engaged in their own investigations, the informal exchange of additional information and data, settlement discussions, and mediation.
- 2.7. Prior to mediation, Plaintiff obtained, through informal discovery, a sampling of the data, time entries, and documents required to perform her analysis.
- 2.8. This Agreement is the result of arms-length negotiation between the Parties through mediation. On June 2, 2025, the Parties participated in an all-day mediation presided over by Lisa Klerman, Esq., which led to this Agreement to settle the Action.
- 2.9. This Settlement contemplates all the following:
 - 2.9.1 Plaintiff shall file: (i) a motion for approval of the Settlement (“Motion”).
 - 2.9.2 Entry of an order by the Court granting approval of the payment for settlement of the PAGA penalties, pursuant to California Labor Code section 2699(1)(2).

3. MONETARY TERMS.

3.1. At the time of mediation, Defendant calculated 6,400 pay periods for the time period May 8, 2023, to July 1, 2025. If the number of pay periods is 10% higher or 7,040 pay periods worked, then Defendant shall, in its sole discretion, have the option to either: (1) de-escalate the Settlement so that the PAGA Period ends on the date that the pay period count totals 7,040; or (2) permit the PAGA Period to be increased proportionally by the pay periods worked in excess of 7,040 multiplied by the pay period value. The Parties agree that the pay period value amounts to \$18.75 per pay period (\$132,000 / 6,400 pay periods).

3.2. Payments from the Total Settlement Amount. The Administrator will make and deduct the following payments from the Total Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1. To PAGA Counsel: Defendant agrees not to oppose any application or motion by PAGA Counsel for attorneys' fees of up to one-third of the settlement amount or Forty-Four Thousand Dollars and No Cents (\$44,000.00) and up to Sixteen Thousand Nine Hundred and Seventy-Nine Dollars and Forty Cents (\$16,979.40) for reasonable costs (collectively, "PAGA Counsel's Fees and Expenses Payment"), as to be requested by PAGA Counsel and subject to approval by the Court. PAGA Counsel agrees not to petition the Court for any additional payments for fees, costs or interest. PAGA Counsel further agrees to submit concurrently with any motion to approve this Settlement a declaration containing itemized details of reasonable costs for which reimbursement is sought, including a summary of costs by category. The total payment approved by the Court pursuant to this Section shall constitute full satisfaction of Defendant's and/or any of the Released Parties' obligations to pay amounts to any person, attorney, or law firm for attorneys' fees, expenses, or costs incurred on behalf of the Plaintiff, the LWDA, and/or the Settlement Group Members arising out of the facts and allegations asserted in the Complaint, FAC, or LWDA Notice shall relieve the Released Parties from any other claims or liability to any other attorney or law firm for any attorneys' fees, expenses, and/or costs to which any of them may claim to be entitled on behalf of the Plaintiff, the LWDA, or the Settlement Group Members. If the Court approves a PAGA Counsels' Fees and Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will issue for the PAGA Counsel Fees and Expenses Payment one or more IRS 1099 Forms. PAGA Counsel shall indemnify, defend, and hold the Released Parties and Defense Counsel harmless for any and all taxes, costs, liabilities, attorneys' fees, and/or penalties resulting from any issues, claims, and/or disputes arising out of, related to, or incurred in connection with the PAGA Counsels' Fees and Expenses Payment.

3.2.2. To the Administrator: An "Administrator Expenses Payment" not to exceed Three Thousand Nine Hundred Dollars and No Cents (\$3,900) 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 \$3,900.00, the remainder will be retained in the Net Settlement Amount.

- 3.2.3. PAGA Representative's Payment: In recognition of Plaintiff’s efforts on behalf of the Settlement Group Members and participation in this Action, Defendant agrees not to oppose a “PAGA Representative’s Payment” not to exceed Two Thousand Five Hundred Dollars and No Cents (\$2,500.00) to Plaintiff. Any approved PAGA Representative's Payment will be paid to Plaintiff by the Administrator in a lump sum, without payroll tax deductions and withholding, and Plaintiff will be issued a Form 1099 as to his payments, which shall be paid no sooner than the payments to the LWDA and Settlement Group Members.
- 3.3. Payments from the Net Settlement Amount. The Administrator will make and deduct the following payments from the Net Settlement Amount, in the amounts specified by the Court in the Final Approval:
 - 3.3.1. To the LWDA: Seventy Five Percent (75%) of the Net Settlement Amount (estimated at \$48,465.45) shall be paid to the LWDA (the “LWDA Payment”). The Administrator shall transmit the LWDA Payment to the LWDA as one lump sum payment.
 - 3.3.2. To the Settlement Group Members: Twenty Five Percent (25%) of the Net Settlement Amount (estimated at \$16,155.15) shall be paid to the Settlement Group Members pro rata as their Settlement Shares (Employees’ Payment). The Settlement Shares shall be treated as civil penalties for purposes of IRS reporting and the Administrator shall issue a Form 1099 to each Settlement Group Member for his or her share as required.
 - 3.3.2.1. The Administrator will calculate each Settlement Share by crediting each Settlement Group member with one (1) unit for each payroll period that he or she was assigned to California by Defendant during the Covered Period (“Covered Pay Periods”).
 - 3.3.2.2. Each Settlement Group Member’s Settlement Share will equal the Employees’ Payment times the ratio of (a) the Settlement Group Member’s unit(s) to (b) the total number of Covered Pay Periods.
 - 3.3.2.3. Plaintiff, PAGA Counsel, Defendant, and Defendant’s Counsel make no representations or warranties with respect to tax consequences of any payment under this Agreement, do not intend anything contained in this Agreement to constitute advice regarding taxes or taxability, and nothing in this Agreement may be relied upon as such. Settlement Group Members assume full responsibility and liability for any taxes owed on their respective Employees' Payment. Plaintiff and PAGA Counsel will be solely

responsible for correctly characterizing any compensation received under the Settlement on their respective personal income tax returns for tax purposes and paying all appropriate taxes due and penalties assessed on any and all amounts paid to them under this Settlement.

3.3.2.4. The Administrator shall issue to all Settlement Group Members (i) a notice to each Settlement Group Member generally in the form of Exhibit A, attached hereto; (ii) a check for their respective Settlement Share(s); and (iii) as required, an IRS Form 1099 for their respective Settlement Share.

3.3.2.5. If any Settlement Group Members fail to deposit or cash the check for their respective Settlement Share(s) within one hundred and eighty (180) days after the Administrator mails the distributions to the Settlement Group Members, the Administrator will send the uncashed amounts to the California State Controller, with the identity of each of the Settlement Group Member(s) to whom the funds belong, to be held for the Settlement Group Member(s) per the California Unclaimed Property Law, and such funds will remain the Settlement Group Member(s)'s property to the extent legally applicable.

3.3.2.6. If required by the Court, following distribution of the Total Settlement Amount, and transmission of any remaining funds to the California State Controller, the Administrator shall be responsible for preparing and PAGA Counsel shall file a declaration confirming distribution of the Total Settlement Amount consistent with this Agreement.

4. SETTLEMENT PAYMENTS PROCEDURES.

- 4.1. Settlement Group Members' Data. Within seventy-five (75) days after the Court approval of the Settlement, Defendant will provide to the Settlement Administrator the names, last known addresses and telephone numbers, Social Security numbers, and Covered Pay Periods of all Settlement Group Members.
- 4.2. Wire Transfer Information. The Settlement Administrator will provide Defendant with information identified by Defendant as necessary to effectuate a wire transfer within five (5) days of receipt of the Settlement Group Members' Data.
- 4.3. Funding. Defendant will transfer the amount of \$48,500.00 to the Settlement Administrator via wire transfer within thirty (30) days after the Settlement Administrator provides Defendant with information identified by Defendant as necessary to effectuate wire transfer, including the final Total Settlement Amount, subject to Section 3.1. The second half of the funds (\$83,500.00) will be deposited 180 days after the initial trans of the funds.

- 4.4. Time for Payment. All Settlement Shares to Settlement Group Members, the LWDA Payment, the PAGA Representative's Payment, PAGA Counsels' Fees and Expenses Payment, and the Settlement Administrator's fees and expenses will be paid within fourteen (14) days after Defendant transfers the Total Settlement Amount to the Settlement Administrator.

5. RELEASES OF CLAIMS.

- 5.1 Upon the approval by the Court of this Settlement, Plaintiff, on behalf of himself, the State of California, and the LWDA and the Settlement Group Members, fully releases and discharges Defendant and the Released Parties from any and all Released Claims.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.

- 6.1 The Parties agree to cooperate in obtaining an order and judgment from the Court approving the Agreement, and payment of the PAGA penalties as described herein, pursuant to California Labor Code section 2699(1)(2).
- 6.2 If the Parties disagree on any aspect of the Motion 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.
- 6.3 In connection with the Motion, PAGA Counsel shall submit this Agreement to the Court for its approval and, at the same time, submit this Agreement to the LWDA, pursuant to California Labor Code section 2699(1)(2). PAGA Counsel shall also submit to the Court a proposed order and judgment approving this Agreement, retaining jurisdiction pursuant to California Civil Procedure Code section 664.6 to enforce its terms. PAGA Counsel shall submit a copy of the order approving this Agreement and a copy of any other order providing or denying an award of civil penalties with prejudice to the LWDA within ten (10) days after entry of the order, in compliance with California Labor Code section 2699(1)(3). If Plaintiff fails to satisfy this condition in strict compliance with section 2699(1)(3) of the California Labor Code, the Settlement shall be voidable at Defendant's option.
- 6.4 Should the Court not grant approval of this Agreement, including the payment of the aggregate amount of the Total Settlement Amount as described in this Agreement, then the entirety of this Agreement shall be null and void, but the Parties will use best efforts to satisfy any concerns expressed by the Court, including negotiating in good faith with respect to any suggestion modification of the Agreement, to obtain approval for the Settlement. A modification of amounts payable for PAGA Counsels' Fees and Expenses Payment, the PAGA Representative's Payment, shall not be deemed a material modification of the Settlement; provided, however, that an elimination of the Total Settlement Amount in its entirety may be deemed a material modification of the Settlement at Defendant's discretion. For the avoidance of doubt,

Plaintiff's agreement to enter into a general release in exchange for consideration is a material term of the Settlement for Defendant.

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected ILYM Group, Inc., to serve as the Administrator and verified that, as a condition of appointment, the Administrator has agreed 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 providing any required reports to 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.
- 7.5 Address Search. Before mailing the settlement checks, the Settlement Administrator shall update the addresses by conducting the Settlement Group Members Address Search. If any Settlement Share to a Settlement Group Member is returned as undeliverable, the Settlement Administrator shall search the National Change of Address database again for a more current address of the Settlement Group Member and re-mail the Settlement Share to any alternative or updated address that is located, within five (5) calendar days.

8. DISMISSAL AND CONTINUING JURISDICTION OF THE COURT.

- 8.1 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. WAIVER OF RIGHT TO APPEAL.

- 9.1 Provided the Judgment is consistent with the material terms of this Agreement, specifically including the PAGA Counsels' Fees Payment and Expense 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 time for consummating this Settlement (including making payments under this Settlement) will be suspended until such time as the appeal is finally resolved and the Judgment becomes final.

- 9.2 The Parties agree there is no statutory right for any Settlement Group Member to object, opt out, or otherwise exclude himself or herself from the Settlement. The Parties further agree there is no right or opportunity for any Settlement Group Member to appeal the approval of the Settlement by the Court, with the exception of Plaintiff.

10. GENERAL RELEASE BY PLAINTIFF.

- 10.1 Upon the approval by the Court of this Agreement, Plaintiff agrees to release, acquit, and forever discharge Released Parties, or any of them, from any and all known and unknown claims. The general release will waive the protection of California Civil Code section 1542, which provides:

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.

11. ADDITIONAL PROVISIONS.

- 11.1 No Admission. This Agreement represents a compromise and settlement of highly disputed claims. This Agreement and compliance with this Agreement shall not be construed as an admission by Defendant of any liability whatsoever, or as an admission by Defendant of any violations of Plaintiff's or the Settlement Group Members' rights, or any violation of any order, law, statute, duty, or contract whatsoever. Defendant specifically disclaims any liability to Plaintiff, any of the Settlement Group Members, the LWDA for any alleged violations of rights, or for any alleged violation of any order, law, statute, duty, or contract.
- 11.2 Non-Evidentiary Use. Neither this Agreement nor any of its terms shall be offered or used as evidence by any of the Parties or their respective counsel, Settlement Group Members, or by a party or their respective counsel in any other action or proceeding; provided, however, this shall not prevent this Agreement from being used, offered, or received in evidence in any action or proceeding to enforce, construe, or finalize this Agreement as to any person or entity covered by this Agreement.
- 11.3 Confidentiality Preceding Court Approval. Prior to filing of the Motion, Plaintiff and

his attorney will not issue any press or other media releases or have any communication with the press or media or anyone other than family members, financial advisors, retained experts, and vendors related to settlement administration, regarding the Settlement. If, before the filing of the Motion, Plaintiff or his attorney disclose to any unauthorized party (a) that a settlement has been reached or (b) any of the terms of the Settlement except as required by law or to effect the Settlement, Defendant may rescind the Settlement, rendering it null and void. 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.

- 11.4 Voluntariness. This Agreement is executed voluntarily and without duress or undue influence on the part of or on behalf of any of the Parties, or any other person, firm, or other entity.
- 11.5 Fair, Adequate, and Reasonable Settlement. The Parties agree that this Settlement is fair and reasonable and will so represent to the Court.
- 11.6 Amendments or Modification. The terms and provisions of this Agreement may be amended only by a written agreement that is both: (a) signed by Plaintiff, Defendant, PAGA Counsel, and Defense Counsel, and (b) approved by the Court. Any waiver of any provision of this Agreement shall not constitute a waiver of any other provision of this Agreement unless expressly so indicated.
- 11.7 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 11.8 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.
- 11.9 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.

- 11.10 No 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. None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any Party, Settlement Group Member, PAGA Counsel, or Defense Counsel, without the express written consent of each other party and their respective counsel hereto. The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the Parties under this Agreement and shall not be construed to confer any right or to avail any remedy to any other person.
- 11.11 Dispute. Should any dispute(s) arise among the Parties or their respective counsel regarding the implementation or interpretation of this Agreement, the Parties agree to submit any such dispute(s) to the Court. To the extent any Party seeks to enforce any terms of this Agreement in Court or before the Court, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.
- 11.12 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 11.13 Applicable Law. This Agreement and its exhibits will be governed, construed, and interpreted, and the rights of the Parties shall be determined, in accordance with the laws of the state of California.
- 11.14 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.
- 11.15 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.
- 11.16 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.
- 11.17 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:

AMIR H. SEYEDFARSHI
amir@employmentrightslawyers.com
EMPLOYMENT RIGHTS LAWYERS, APC
6380 Wilshire Blvd., Suite 1602
Los Angeles, California 90048

TATIANA HERNANDEZ
tatiana@thlawpc.com
315 South Beverly Drive, Suite 504
Beverly Hills, CA 90212

To Defendant:

KATHERINE C. DEN BLEYKER
kdenbleyker@ohaganmeyer.com
ALYSON M. DUDKOWSKI
adudkowski@ohaganmeyer.com
O'HAGAN MEYER LLP
550 S. Hope Street, Suite 2400
Los Angeles, California 90071

11.18 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.

11.19 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.

IN WITNESS WHEREOF, the Parties, PAGA Counsel, and Defendant's Counsel have executed this Agreement on the last date set forth below:

EMPLOYMENT RIGHTS LAWYERS, APC

Counsel for Plaintiff Salvador Rosales Trujillo and the Settlement Group Members

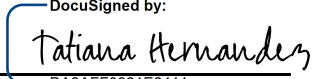
Date: 8/26/2025

Signature:  Signed by:
2B0F89C22A33438...
Amir Seyedfarshi

LAW OFFICES OF TATIANA HERNANDEZ

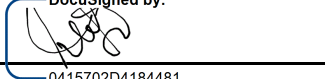
Counsel for Plaintiff Salvador Rosales Trujillo and the Settlement Group Members

Date: 8/26/2025

Signature: 
Tatiana Hernández

PLAINTIFF SALVADOR ROSALES TRUJILLO

Date: 8/26/2025

Signature: 
Salvador Rosales Trujillo

O'HAGAN MEYER LLP

Counsel for Defendant Nichols Lumber & Hardware Co.

Date: _____

Signature: _____
Alyson M. Dudkowski

DEFENDANT NICHOLS LUMBER & HARDWARE CO.

Date: _____

Signature: _____
Valarie Deen