PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made by and between plaintiff MELISSA RAMIREZ ("Plaintiff") and defendant ARBITECH, LLC ("Defendant"). The Agreement refers to Plaintiff and Defendant collectively as "Parties," or individually as "Party."

1. DEFINITIONS.

1.1. "Action" means the Plaintiff's lawsuit alleging under the PAGA, Labor Code section 2699, *et seq*., alleging civil penalties for Labor Code violations against Defendant captioned *MELISSA RAMIREZ v. ARBITECH, LLC, and DOES 1 through 10, inclusive,* initiated on June 28, 2024, and pending in the Superior Court of the State of California, County of Orange, case number 30-2024-01410291-CU-OE-CXC.

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

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

1.4. "Aggrieved Employee" means all current and former non-exempt employees of Defendant within the State of California at any time during the PAGA Period.

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

1.7. "Approval Order and Judgment" means the proposed Order and Judgment Granting Approval of PAGA Settlement.

1.8. "Defendant" means named defendant Arbitech, LLC.

1.9. "Court" means the Superior Court of California, County of Orange.

1.10. "Defense Counsel" means Littler Mendelson P.C.

1.11. "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the Judgment is final. The Judgment is final is the day that the ability to appeal the judgment elapses after entry of Judgment. To the extent, if any, an appeal, collateral attack or other challenge occurs to the Approval Order and Judgment, any payments to Aggrieved Employees, the Administrator for the Administration Expenses Payment, the LWDA for the LWDA PAGA Payment, PAGA Counsel for the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment, or anyone else shall not occur until the Approval Order and

Judgment is affirmed in whole. If the Approval Order and Judgment is not affirmed in whole, the amounts paid shall be refunded to Defendant.

1.12. "Gross Settlement Amount" means Ninety Thousand Dollars and Zero Cents ($90,000.00), which is the total amount Defendant agrees to pay under the Settlement, including adjustment of the PAGA Period as set forth in Paragraph 9 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, the PAGA Representative Service Payment and the Administrator's Expenses Payment.

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

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

1.15. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i), to receive the LWDA PAGA Payment.

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

1.17. "Net Settlement Amount" means the remainder after the subtraction of 1.17.1 to 1.17.4 from the Gross Settlement Amount that will be considered PAGA Penalties. The Gross Settlement Amount, less the amounts approved by the Court in 1.17.1 to 1.17.5, which includes:

1.17.1. PAGA Counsel Fees Payment,

1.17.2. PAGA Counsel Litigation Expenses Payment,

1.17.3. the PAGA Representative Service Payment, and

1.17.4. the Administration Expenses Payment.

1.18. "PAGA Counsel" means The Sentinel Firm, APC, the attorneys representing the Plaintiff in the Action.

1.19. "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. These fees shall completely compensate PAGA Counsel for all work including any required to approve and defend this Agreement in the trial court, appellate court or other collateral attack and the Approval Order and Judgment and extinguish any claim for attorneys' fees and/or costs.

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

1.21. "PAGA Period" means the period from June 28, 2023, through the date of approval of the settlement, subject to the and discretionary cap provision contained in Paragraph 9 below.

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

1.23. "PAGA Notice" means Plaintiff's June 28, 2024, letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.24. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid to the LWDA and to the Aggrieved Employees, allocated 35% to the Aggrieved Employees and the 65% to LWDA in settlement of PAGA claims.

1.25. "PAGA Representative Service Payment" means the amount paid to Plaintiff for serving as the PAGA representative and for a general release of all claims from Plaintiff as described in Paragraph 3.2.1.

1.26. "Plaintiff" means MELISSA RAMIREZ, the named plaintiff in the Action.

1.27. "Released PAGA Claims" means the PAGA claims being released as described in Paragraphs 5.1 and 5.3 below.

1.28. "Released Parties" means: Defendant and its past, present, and future parents, affiliates, subsidiaries, divisions, predecessors, successors, partners, joint venturers, affiliated organizations, shareholders, insurers, reinsurers and assigns, and each of their past, present and future officers, directors, trustees, agents, employees, members, managers, attorneys, contractors, representatives, benefits plans sponsored or administered by the Released Parties, divisions, units, and branches, and any other persons or entities acting on behalf of or in concert with any of the foregoing.

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

2. RECITALS.

2.1. On June 28, 2024, Plaintiff filed a putative class action Complaint in Orange County Superior Court, alleging the following: (1) failure to pay minimum wages; (2) failure to pay regular, contract and overtime compensation; (3) failure to provide meal periods and pay meal period premiums; (4) failure to authorize and permit rest periods and pay rest period premiums; (5) failure to indemnify necessary business expenses; (6) failure to timely pay final wages at termination; (7) failure to provide accurate itemized wage statements; and 8) failure to pay all earned wages twice per month. Plaintiff also submitted her Notice of Labor Code Violations and PAGA Penalties to the Labor & Workforce Development Agency ("PAGA Letter") on June 28, 2024, and on September 5, 2024, Plaintiff filed a First-Amended Complaint adding a claim for civil penalties under PAGA.

2.2. On October 24, 2024, pursuant to the Arbitration Agreement executed by Plaintiff, the Court entered the Parties' Joint Stipulation in which Plaintiff agreed to submit her individual PAGA claims to arbitration, dismiss her individual Labor Code claims and putative class action claims, and stay her non-individual PAGA claims pending arbitration of her individual PAGA claims in conformity with the Court's order dismissing the claims.

2.3. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave written notice to Defendant and the LWDA by sending the PAGA Notice. For purposes of the settlement only, Defendant agrees the written notice is timely.

2.4. On August 6. 2025, the Parties participated in an all-day mediation presided over by mediator, Eve Wagner, which led to this Agreement to settle the Action.

2.5. Prior to mediation and negotiating the Settlement, Plaintiff obtained, through formal and informal discovery, documents relating to Defendant's wage-and-hour policies, practices, and procedures, including those regarding meal and rest periods, the recording of time, and off-the-clock work and other claims asserted. Plaintiff also reviewed time and pay records and information relating to the size and scope of the Aggrieved Employees, as well as data permitting Plaintiff to understand the number of pay periods in the PAGA Period. Plaintiff's investigation was sufficient to satisfy the criteria for court approval.

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

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendant promises to pay Ninety Thousand Dollars and Zero Cents ($90,000.00) and no more as the Gross Settlement Amount. Defendant shall pay the Gross Settlement Amount according to the deadlines and provisions stated in Paragraph 4.4 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

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

3.2.1. To Plaintiff: PAGA Representative Service Payment (which includes payment for a general release) of not more than Five Thousand Dollars and Zero Cents ($5,000) (in addition to any Individual PAGA Payment Plaintiff is entitled to receive as an Aggrieved Employee). Defendant will not oppose Plaintiff's request for a PAGA Representative Service Payment that does not exceed this amount. As part of the motion for PAGA Counsel Fees Payment and PAGA Representative Service Payment, Plaintiff will seek Court approval for any PAGA Representative Service Payment as part of the Court's approval of the PAGA settlement. Upon approval, Plaintiff agrees to a general and complete release of any and all claims, whether known, or unknown as of the date of approval by the Court. In addition, the release shall include a waiver pursuant to California Code of Civil Procedure section 1542. Fifty percent (50%) of the PAGA Representative Service Payment shall be deemed in payment of the Enhancement Payment and fifty percent (50%) of the PAGA Representative Service Payment shall be deemed payment for the general release. The general release will not include, however, claims that cannot be waived and released as a matter of law. If the Court approves the PAGA Representative Service Payment portion less than the amount requested, the Administrator will retain the remainder as PAGA Penalties. The Administrator will pay the PAGA Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the PAGA Representative Service Payment.

3.2.2. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one third of the Gross Settlement Amount, which is currently estimated to be Thirty Thousand Dollars and Zero Cents ($30,000.00) and PAGA Counsel Litigation Expenses Payment of not more than Twenty Thousand Dollars and Zero Cents ($20,000.00). Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts.. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. These fees shall be the sole payments for PAGA Counsel's work on this case, including carrying out the settlement process and defending the settlement on appeal or other collateral attack, if any. Other than the payments in this Paragraph, the Parties shall bear their own fees and costs. Defendant will not oppose requests for these payments provided that they do not exceed these amounts. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Released Parties harmless, and indemnifies Released Parties, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed $2,990.00 except for a showing of good cause and as approved by the Court. The Parties have jointly selected Apex Class Action Administration as the proposed Administrator based on it's not-to-exceed bid of $2,990.00 To the extent the Administration Expenses are less or the Court approves payment less than $2,990.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To the LWDA and Aggrieved Employees: PAGA Penalties comprising the Gross Settlement Amount after the deductions listed in Paragraphs 3.2.1-3.2.3, with 65% allocated to the LWDA PAGA Payment and 35% allocated to the Individual PAGA Payments.

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

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

3.2.4.3. The Parties acknowledge and agree that the formula used to calculate Pay Periods and PAGA Penalties (including the Individual PAGA Payments and LWDA PAGA Payment) does not imply that all of the elements of damages covered by the release are not being taken into account. The above formula was devised as a practical and logistical tool to simplify the payment process.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Aggrieved Employee Pay Periods. Based on a review of its records between 1,933 pay periods from June 28, 2023, to May 25, 2025.

4.2. Aggrieved Employee Data. Not later than 30 days after the Court signing the Judgment, Defendant will deliver the PAGA Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. The Claims Administrator (along with any of its agents) shall represent and warrant that it will: (a) provide reasonable and appropriate administrative, physical and technical safeguards for any personally identifiable information ("PII"), which it receives from Defendant; (b) not disclose the PII to PAGA Counsel, Plaintiff, any party or third parties, including agents or subcontractors, without Defendant's consent; (c) not disclose or otherwise use the PII other than to carry out its duties as set forth herein; (d) promptly provide Defendant with notice if PII is subject to unauthorized access, use, disclosure, modification, or destruction; and (e) continue to protect the PII upon termination of its services. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted Aggrieved Employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the 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 within 14 days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the Gross Settlement Amount the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, and the PAGA Representative Service Payment. Disbursement of the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment and the PAGA Representative Service Payment shall not precede disbursement of Individual PAGA Payments.

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

4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all other Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employees 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 Employees whose original check was lost or misplaced, requested by the Aggrieved Employees prior to the void date.

4.4.3. For any Individual PAGA Payment check uncashed and canceled after the void date, the Administrator shall transmit the funds represented by such checks to the California State Controller's Unclaimed Property Fund. The Claims Administrator shall provide monthly reports of cashed checks, checked returned and other relevant information. Upon completion of administration of the Settlement, the Settlement Administrator shall provide written certification of such completion to counsel for all Parties and the Court, if requested by the Parties.

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

5. RELEASES OF CLAIMS.

5.1. Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiff, Aggrieved Employees, will release claims against all Released Parties as follows:

5.2. Plaintiff's general Release of all claims and allegations. Plaintiff and her respective former and present spouses, representatives, agents, , heirs, administrators, successors, and assigns generally, release, settle and discharge Released Parties from all claims, whether known or unknown, under federal law or state or local or other law. The Parties understand and agree that Plaintiff is not, by way of this release, releasing any claims which cannot be released as a matter of law. ("Plaintiff's Release.") Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

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

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

5.3. Release by the Plaintiff as proxy of the LWDA and Aggrieved Employees: Upon approval of the Settlement by the Court and upon funding of the Gross Settlement Amount, Plaintiff, as agent and proxy of the State of California and the California Labor Workforce Development Agency, will release the Released Parties from any and all claims for civil penalties and all available relief, including without limitations, attorneys' fees and costs, under the California Labor Code Private Attorneys General Act of 2004 ("PAGA"), Labor Code section 2698, *et seq.*, against the Released Parties for work performed during the PAGA Period and based on or arising out of the claims asserted in the notice to the LWDA and the operative complaint in this Action. These claims include: (1) failure to pay minimum wages; (2) failure to pay regular, contract and overtime compensation; (3) failure to provide meal periods and pay meal period premiums; (4) failure to authorize and permit rest periods and pay rest period premiums; (5) failure to indemnify necessary business expenses; (6) failure to timely pay final wages at termination; (7) failure to provide accurate itemized wage statements; and (8) failure to pay all earned wages twice per month.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.

PAGA Counsel will prepare and file an application or motion for approval of this Settlement ("Motion for Approval") that complies with the Court's current checklist for Approvals, and will provide the Motion for Approval to Defense Counsel for review who will then governing is to be filed.

6.1. Dismissal of Class Claims and Amendment of Complaint: On or around October 23, 2024, the Parties filed a stipulation to dismiss all putative class claims without prejudice and to further dismiss all of Plaintiff's individual substantive Labor Code claims and individual PAGA claims from the Action without prejudice, so that only PAGA claims for all PAGA Members other than Plaintiff remain. The Stipulation further required Plaintiff to submit all individual substantive and individual PAGA claims to arbitration. The Court granted the stipulation by an Order dated October 24, 2024. Pursuant to this settlement, the Parties stipulate that Plaintiff will file an amended complaint dismissing all putative class action claims, including Plaintiff's individual putative class actions from the Action ("Amended Complaint"). The Parties further agree that subject to Court approval and solely for purposes of settlement, the Amended Complaint shall retain all PAGA claims, including PAGA claims individual to Plaintiff.

6.2. Defendant's Declaration in Support of Approval. Within a reasonable time before filing, Defense Counsel will prepare and deliver to PAGA Counsel a signed Declaration from Defendant and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In their Declarations, Defense Counsel and Defendant shall aver whether they are aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.3. Plaintiff's Responsibilities. PAGA Counsel will prepare and deliver to Defense Counsel for comment all documents necessary for obtaining court approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Approval that includes an analysis of the approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Approval of PAGA Settlement; (iii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, declaration of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employee Data; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iv) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees, and/or the Administrator (v) a signed declaration from each PAGA Counsel firm attesting to its competency to represent the Aggrieved Employees; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (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 (vi) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees, the Administrator. In their Declarations, Plaintiff and PAGA Counsel Declaration 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. Defendant will work with the mediator to draft a declaration related to financial issues impacted by the settlement to the extent Defendant or the Court determines the declaration assists in the approval of the Settlement.

6.4. Responsibilities of PAGA Counsel. PAGA Counsel is responsible for expeditiously finalizing and filing the application or motion, and Defendant shall cooperate in said efforts within a reasonable time, targeting 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the application or motion for approval; and for appearing in Court to advocate in favor of the application or motion for approval;. PAGA Counsel is responsible for delivering the Court's Approval to the Administrator.

7. Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or Motion for Approval 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 conditioned 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 where in good faith the changes can be agreed to and otherwise satisfy the Court's concerns. The Court's decision to award less than the amounts requested for the PAGA Representative Service Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

8. **SETTLEMENT ADMINISTRATION.**

8.1. Selection of Administrator. The Parties have jointly selected 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.

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

8.3. 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.

8.4. 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.

9. AGGRIEVED EMPLOYEE ESTIMATES AND ESCALATOR CLAUSE.

The settlement amount is based on Defendant's estimate that the PAGA Members worked approximately 1,933 pay periods from June 28, 2023, to May 25, 2025. Should the qualifying pay periods worked by the PAGA Members during the PAGA Period ultimately increase by more than 15% (*i.e.,* if the pay periods exceed 2,223) Defendant, at its sole discretionary option, can either choose to: (1) cut off the end date for the PAGA Period as of the date on which the number of pay periods reaches 2,223, or (2) increase the Maximum Settlement Amount on a proportional basis equal to the percentage increase in number of workweeks worked by the PAGA Members above the 15% (*i.e.*, if there was an 16% increase in the number workweeks during the PAGA Period, Defendant would agree to increase the Maximum Settlement Amount by 1%). Defendant shall take steps to verify the qualifying pay periods during the PAGA Period through the date that is 5 days prior to the date on which Plaintiff intends to file a Motion for Approval of the Settlement and shall inform Plaintiff's counsel of its election under this Paragraph.

10. 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.

10.1. 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 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.

11. ADDITIONAL PROVISIONS.

11.1. No Admission of Liability, 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; that any employees have been "aggrieved," nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

11.2. 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.

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

11.4. 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. At no time shall any of the Parties or their counsel, solicit, seek to solicit or otherwise encourage the Aggrieved Employees to attempt to appeal or otherwise challenge from the Approval Order and Judgment.

11.5. 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.

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

11.7. 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.

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

11.9. No Impact on Existing Arbitration Agreements. The settlement, including the long form, shall provide that participation in the Settlement in any manner by the parties and/or PAGA

Members shall not be deemed or considered as a waiver and shall not negatively impact the validity of existing arbitration agreements.

11.10. 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.

11.11. 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.

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

11.13. Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendant unless, prior to the Administrator's payment of all Settlement Funds, Defendant makes a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data. Notwithstanding the foregoing, the Administrator shall retain records sufficient to show the identity of individuals included in the Settlement, the amounts paid, and proof of sending notice and payment of amounts pursuant to this Agreement.

11.14. 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.

11.15. 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.

11.16. Unapproved Deductions Added to Net Settlement Amount. Plaintiff's counsel's attorney's fees, reimbursement of costs, and Plaintiff's enhancement payment may be reduced by the Court without impacting the validity of the settlement, in which case the difference between the amounts set forth in this Agreement and the reduced amounts awarded will be re-allocated to the amount of the PAGA Penalties.

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:

Seung L. Yang
E-mail: seung.yang@thesentinelfirm.com

Tiffany Hyun
E-mail: tiffany .hyun@thesentinelfirm.com
Jeffrey Jackson
E-mail: jeffrey.jackson@thesentinelfirm.com
THE SENTINEL FIRM, APC
355 S. Grand Ave.. Suite 1450
Los Angeles, California 90071
Telephone: (213) 985-1150
Facsimile: (213) 985-2155

To Defendant:

James E. Hart
Jackson Zimmerman
18565 Jamboree Road
Suite 800
Irvine, California 92612
Telephone: (949) 705-3000
Fax Number: (949) 724-1201

11.18. Execution in Counterparts. This Agreement may be executed in one or more counterparts by "wet" manual signature, or electronic signature with appropriate documentation, copies of which by facsimile, electronic, or email, 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. The Parties further agree upon the signing of this Agreement 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.

11.20. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Settlement Agreement.

Dated: 01 / 16 / 2026

MELISSA RAMIREZ

By: ______________________

Dated: 20 Jan. 2026

ARBITECH, LLC

By: ______________________

Name: Doug Kari

Title: Chief Legal Officer

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