SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is made by and between Plaintiff Gabriel J. Calvera ("Plaintiff"), and Defendants Black Box Security, Inc. and Edan Yemini ("Defendants"). The Agreement refers to Plaintiff and Defendants collectively as "Parties," or individually as "Party."

1. DEFINITIONS.

1.1 "Action" means the lawsuit alleging wage and hour violations against Defendants captioned *Gabriel Calvera vs. Black Box Security, Inc., et al.*, Court Case No. 24STCV26611 ("Lawsuit") initiated on October 11, 2024, and pending in Superior Court of the State of California, County of Los Angeles.

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

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

1.4 "Aggrieved Employee" means all non-exempt employees who worked for Defendants at any time during the PAGA Period (as defined below).

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

1.6 "Aggrieved Employee Address Search" means the Administrator's investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.

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

1.8 "Defendants" means named Defendants Black Box Security, Inc. and Edan Yemini.

1.9 "Defense Counsel" means Bradley + Wellerstein LLP.

1.10 "Effective Date" means the date when the Court enters a Judgment on its Order Granting Final Approval of the Settlement.

1.11 "Final Approval" means the Court's order granting final approval of the

Settlement.

1.12 “Gross Settlement Amount” means $325,000.00, which is the total amount Defendants agree to pay under the Settlement except as provided in Paragraphs 8 and 9 below. The Gross Settlement Amount will be used to pay Plaintiff’s Individual Claims, Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees, PAGA Counsel Litigation Expenses Payment, and the Administrator’s Expenses Payment.

1.13 “Individual PAGA Payment” means the Aggrieved Employee’s *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, subdivision (i).

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

1.17 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Plaintiff’s Individual Payment, Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment.

1.18 “PAGA Counsel” means Law Offices of Boris Dalis and Broslavsky & Weinman, LLP, 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.

1.20 “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.

1.21 “PAGA Period” means the period from August 6, 2023 to the date the Court grants Approval.

1.22 “PAGA” means the Private Attorneys General Act (Lab. Code, § 2698 et seq.).

1.23 “PAGA Notice” means collectively Plaintiff’s June 25, 2024 letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a).

1.24 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 35% to the Aggrieved Employees and the 65% to LWDA in settlement of PAGA claims.

1.25 "Plaintiff" means Gabriel J. Calvera, the named Plaintiff in the Action.

1.26 "Plaintiff's Individual Claims" mean the claims that were alleged by Plaintiff individually in the Operative Complaint.

1.27 Plaintiff's Individual Payment means the portion of the Gross Settlement Amount attributable to Plaintiff's Individual Claims in exchange for his general release of claims.

1.28 "Released PAGA Claims" means the claims being released as described in Paragraph 5.3 below.

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

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

1.31 "Workweek" and "Pay Period" mean any week during which a PAGA Member worked for Defendants for at least one day, during the PAGA Period, during which time BBX paid non-exempt employees on a weekly basis.

2. **RECITALS**.

2.1 On October 11, 2024, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendants for: 1. Failure to Pay Wages (Labor Code §§201-202); 2. Waiting Time Penalties; 3. Failure to Pay Wages (Labor Code §204); 4. Failure to Pay Overtime Compensation; 5. Failure to Furnish Accurate Wage and Hour Statements; 6. Failure to Provide Meal and Rest Periods; 7. Private Attorneys General Act; and 8. Unfair Business Practices.

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

2.3 On November 6, 2025, the Parties participated in an all-day mediation presided over by well-respected wage & hour mediator Ms. Julie Young, which ultimately led to this Agreement to settle the Action.

2.4 Prior to mediation, Plaintiff obtained, through informal discovery: a sampled set of time records and pay statements for a representative sampling of the PAGA Period for Aggrieved Employees; Defendants' governing written policies; additional information regarding Defendants' timekeeping and pay practices; and relevant employee count, workweek, and pay period queries. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48

Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

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 Paragraphs 8 and 9 below, Defendants promise to pay $325,000.00 and no more than the Gross Settlement Amount. Defendants have no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 6.1 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

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: A Payment of $75,000 will be made to Plaintiff in exchange for release of his individual claims. This payment shall be made to "Broslavsky & Weinman, LLP Client Trust Account", located at 2321 Rosecrans Avenue, Suite 5200, El Segundo, CA 90245.

3.2.2 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 35% percent of the Gross Settlement Amount excluding Plaintiff's individual settlement amount, which is currently estimated to be $87,500.00, and PAGA Counsel Litigation Expenses Payment of not more than $15,000.00. Defendants will not oppose requests for these payments provided they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file a stipulation and/or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment within 30 days of the execution of this Settlement Agreement by all Parties. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion of the 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 Defendants harmless, and indemnifies Defendants, 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 $ 4,000_, 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 $ 4,000, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4 To the LWDA and Aggrieved Employees: PAGA Penalties shall consist in the amount of $250,000 minus Plaintiff Counsel's Fees and Litigation expenses, and minus Administrator Expenses, 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 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.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendants estimate there are approximately 11,900 pay periods. If the actual number is more than 10% above 11,900, the Gross Settlement Amount will be increased by the percentage that the actual number exceeds 11,900 or Defendant can elect to cut off the PAGA period early at their discretion.

4.2 Aggrieved Employee Data. Not later than 15 days after the Court grants Approval of the Settlement, Defendants will deliver the Aggrieved Employee Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3 Funding of Gross Settlement Amount. Defendants shall 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. The Settlement Administrator shall disburse Plaintiff's representative Service Payments, PAGA Counsel's litigation costs and expenses, PAGA Counsel's attorneys' fees, Settlement Administrator expenses, and all other payments called for by this Settlement Agreement within thirty (30) calendar days of Final Approval.

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, together with an explanatory letter, which has been mutually approved by the Parties and is attached hereto as **Exhibit 1**, in English. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

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

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

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

4.4.5 Within fifteen (15) business days after distributing all of aforementioned payments, the Administrator will provide an accounting under oath to the Parties of the amounts paid from the Gross Settlement.

5. RELEASES OF CLAIMS. Effective on the date when Defendants fully fund the entire Gross Settlement Amount Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

5.1 Plaintiff's Release. Plaintiff and his respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

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

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

5.2 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, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, and the PAGA Notice.

5.3 Release by PAGA Counsel:

PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Fees incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

6. MOTION AND/OR STIPULATION FOR APPROVAL. PAGA Counsel agrees to prepare and file a motion and/or stipulation for approval ("Motion and/or Stipulation for Approval") that complies with the Court's current checklist for Approvals, if one exists.

6.1 Plaintiff's Responsibilities. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, 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 Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2));; and (iv) if any, all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their declaration, PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Responsibilities of PAGA Counsel. PAGA Counsel is responsible for expeditiously finalizing and filing the motion or stipulation for approval of this Settlement no later than 30 days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Approval to the Administrator.

6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed motion or stipulation 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 or stipulation for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected Phoenix Settlement Administrators to serve as the Administrator and verified that, as a condition of appointment, Phoenix Settlement Administrators 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 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.

8. **AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE.** Based on its records, Defendants estimate that, as of the date of this Settlement Agreement, (1) there are approximately 210 Aggrieved Employees who worked approximately 11,900 Pay Periods during the PAGA Period. This Settlement Agreement is based on an estimated total of 11,900 PAGA-covered pay periods. If the actual number is more than 10% above 11,900, the overall settlement will be increased by the percentage that the actual number exceeds 11,900 or Defendant can elect to cut off the PAGA period early at their discretion. Because the amount allocated to PAGA Penalties is based on a reasonable compromise under Labor Code section 2699, there shall be no adjustment to the LWDA PAGA Payment or Individual PAGA Payments.

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.

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 Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that the representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right contest Defendants' defenses. The Settlement, this Agreement, and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants or inducements made to or by any Party.

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

10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement (except for material changes), submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

10.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action or right released and discharged by the Party in this Settlement.

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

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

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

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

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

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

10.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the Aggrieved Employee Data provided to PAGA Counsel by Defendants 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 California Rules of Court rule. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendants unless, prior to the Court's discharge of the Administrator's obligation, Defendants make a written request to PAGA Counsel for the return, rather than the destruction, 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 Plaintiff:

Boris Dalis, Esq.
Law Offices of Boris Dalis
2121 Avenue Of The Stars, Suite 800
Los Angeles, CA 90067-5080
Telephone: 310-402-2224
Facsimile: 310-307-3750
Email: bdalis@dalislaw.com

Zack Broslavsky, Esq.
BROSLAVSKY & WEINMAN, LLP
1500 Rosecrans Avenue, Suite 500
Manhattan Beach, CA 90266
Tel: (310) 575-2550
Fax: (310) 464-3550
Email: zbroslavsky@bwcounsel.com

To Defendant:

Jaimee K. Wellerstein, Esq.
Bradley + Wellerstein LLP
3601 W. Olive Avenue, Suite 625
Burbank, CA 91505
Tel.: (818) 243-5200
Email: jwellerstein@bwlawpros.com

10.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

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 Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

PLAINTIFF GABRIEL J. CALVERA

Signed by:

Dated: 12/9/2025 Gabriel Calvera

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Gabriel J. Calvera

DEFENDANT BLACK BOX SECURITY, INC.

Dated: ______________________ ______________________

By: Edan Yemini
Its: President

DEFENDANT EDAN YEMINI

Dated: ______________________ ______________________

Edan Yemini, Individually

Zack Broslavsky, Esq.
BROSLAVSKY & WEINMAN, LLP
1500 Rosecrans Avenue, Suite 500
Manhattan Beach, CA 90266
Tel: (310) 575-2550
Fax: (310) 464-3550
Email: zbroslavsky@bwcounsel.com

To Defendant:

Jaimee K. Wellerstein, Esq.
Bradley + Wellerstein LLP
3601 W. Olive Avenue, Suite 625
Burbank, CA 91505
Tel.: (818) 243-5200
Email: jwellerstein@bwlawpros.com

10.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

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PLAINTIFF GABIREL J. CALVERA

Dated: ______________________

____
Gabirel J. Calvera

DEFENDANT BLACK BOX SECURITY, INC.

Dated: 12/31/2025

____
By: Edan Yemini
Its: President

DEFENDANT EDAN YEMINI

Dated: 12/31/2025

____
Edan Yemini, Individually

EXHIBIT "1"

NOTICE OF PAGA SETTLEMENT AND RELEASE OF CLAIMS

Gabriel Calvera v. Black Box Security, Inc. and Edan Yemini
Los Angeles County Superior Court, Case No. 24STCV26611

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I. NOTICE OF PAGA SETTLEMENT

The Los Angeles County Superior Court (the "Court") has approved a settlement in the above-captioned action filed by Gabriel Calvera ("Plaintiff") on behalf of himself and all other Aggrieved Employees.

In this lawsuit, Plaintiff is seeking to recover civil penalties for violations of the California Labor Code on behalf of the California Labor and Workforce Development Agency ("LWDA") and other Aggrieved Employees under the California Private Attorneys General Act ("PAGA"). These civil penalties are based on Plaintiff's allegations that Black Box Security, Inc. and Edan Yemini (collectively, "Defendants"): (a) failed to all pay wages in violation of Labor Code §§ 201, 202, 203, 204; (b) failed to pay overtime wages for all overtime hours worked to Plaintiff and similarly aggrieved employees in violation of Labor Code §§ 510, 1194; (c) failed to furnish Plaintiff and similarly aggrieved employees with complete, accurate, itemized wage statements in violation of Labor Code §§ 226 and 226.3; (d) failed to provide all meal and rest periods in violation of Labor Code §§ 226.7, 512; and (e) committed unfair business practices in violation of Business and Professions Code §§17200, *et seq.*

The Court has ***not*** made a determination about Plaintiff's claims. This Notice is not to be understood as an expression of any opinion by the Court as to the merits of Plaintiff's claims.

Defendants deny Plaintiff's allegations. Defendants maintain that they were in compliance with the California Labor Code at all times and enter into this Settlement with no admission of liability and solely for the purposes of compromising and settling the action to avoid the cost and operational burden of continued litigation.

You are receiving this Notice because you are in the group of employees referred to as "Aggrieved Employees," which is defined as: "all non-exempt employees who worked for Defendants at any time during the PAGA Period." The "PAGA Period" is defined as the time period from August 6, 2023 to the date the Court grants Approval of the settlement of this case.

II. INDIVIDUAL PAGA PAYMENT

Each individual PAGA payment was calculated on a pro rata basis (i.e., proportional) based on the number of pay periods worked by each Aggrieved Employee in the PAGA Period. Your individual PAGA payment has been calculated at $___________ [AMOUNT PAID TO THIS EMPLOYEE]. Your payment is enclosed with this Notice.

III. RELEASE

The Court has approved the Parties' Settlement Agreement ("Settlement"). By operation of the Settlement's terms, all Aggrieved Employees including you will release Defendants and all of its past and present owners, officers, directors, shareholders, employees, agents, assigns, attorneys, insurers, brands and concepts, parent companies, subsidiaries, and affiliates, and their respective predecessors, successors, assigns, and any individual or entity that could be jointly liable with Defendants ("Released Parties") from any and all claims for civil penalties under PAGA that were alleged or could have been alleged against Defendants and any of the Released Parties arising out of the facts, circumstances and primary rights at issue in the Complaint, including without limitation, claims under PAGA (whether known or unknown) to recover civil penalties based on the following underlying Labor Code violations: (a) failed to all pay wages in violation of Labor Code §§ 201, 202, 203, 204; (b) failed to pay overtime wages for all overtime hours worked to Plaintiff and similarly aggrieved employees in violation of Labor Code §§ 510, 1194; (c) failed to furnish Plaintiff and similarly aggrieved employees with complete, accurate, itemized wage statements in violation of Labor Code §§ 226 and 226.3; (d) failed to provide all meal and rest periods in violation of Labor Code §§ 226.7, 512; or any other claim for civil penalties that could have been plead under PAGA based on the facts, circumstances, and primary rights at issue in the operative Complaint, that arose during the PAGA Period. These allegations are described in the second paragraph of Section I on the previous page.

Upon entry of the Order approving the Settlement, any Aggrieved Employee covered by this Agreement (including you) will be barred from proceeding with any claim under the PAGA released by this Settlement.

IV. SETTLEMENT ADMINISTRATOR

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

You may call the Settlement Administrator, Phoenix Settlement Administrators at __________________ [ADMINISTRATOR INFO] with any questions.

Settlement checks will be void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall direct all unclaimed funds to the California State Controller's Office under the unclaimed property laws in the name of the Aggrieved Employee to whom the check was issued. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.