

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Cole Orr (“Plaintiff”), individually and as a representative of the State of California and the Aggrieved Employees (as defined in Section 1.4 below) and Defendant Engen Enterprises, Inc. (“Defendant”), subject to approval by the Court. The Agreement refers to Plaintiff and Defendant jointly as “Parties,” or individually as “Party.”

1. DEFINITIONS

- 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendant captioned *Cole Orr, on behalf of himself and others similarly situated v. Engen Enterprises, Inc., et al.* filed on September 25, 2024, and pending in the Superior Court of the State of California, County of Los Angeles, Case No. 24STCV24845.
- 1.2. “Administrator” means CPT Group, Inc. (“CPT Group”), 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 non-exempt hourly employees employed by Defendant in California at any time during the PAGA Period.
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendant’s 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. “Aggrieved Employees’ Notice” shall mean the Notice of Settlement and Approval, a sample of which is attached hereto as Exhibit A. The Aggrieved Employees’ Notice shall further contain (i) the Aggrieved Employee’s first and last name, (ii) last known address, (iii) employee identification number, if applicable, (iv) the Aggrieved Employee’s number of individual PAGA Pay Periods worked for Defendant, and (v) the amount of the Aggrieved Employee’s Individual PAGA Payment.
- 1.8. “Court” means the Superior Court of California, County of Los Angeles.
- 1.9. “Defendant” means named Defendant Engen Enterprises, Inc.

- 1.10. “Defense Counsel” means Andrew Crane and Samantha Cardarelli of Fisher & Phillips LLP.
- 1.11. “Effective Date” means the date the Court’s order approving the Settlement and judgment thereon (“Judgment”) becomes final. For purposes of the Settlement Agreement, the Court’s Judgment “becomes final” upon the later of: (i) if no appeal is filed, the expiration date of the time for the filing or noticing of any appeal from, or other challenge to, the Court’s Judgment (i.e., 61 calendar days after notice of entry of the Court’s Judgment); (ii) if an appeal is filed, the date affirmance of an appeal of the Judgment becomes final; or (iii) if an appeal is filed, the date of final dismissal of any appeal from the Judgment or the final dismissal of any proceeding on review of any court of appeal decision relating to the Judgment.
- 1.12. “Gross Settlement Amount” means One Hundred Forty-Five Thousand Dollars and Zero Cents (\$145,000.00) which is the total amount Defendant agrees to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees and Costs Award, and the Administration 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 Order Granting Approval of the PAGA Settlement.
- 1.15. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (m).
- 1.16. “LWDA PAGA Payment” means the 65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (m).
- 1.17. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: the LWDA PAGA Payment, PAGA Counsel Fees and Costs Award, and the Administration Expenses Payment. The remainder (Net Settlement Amount) is to be paid to Aggrieved Employee as Individual PAGA Payments.
- 1.18. “PAGA Counsel” means David Yeremian, Roman Shkodnik, and Mason Doidge of D.Law, Inc. the attorneys representing Plaintiff in the Action.
- 1.19. “PAGA Counsel Fees and Costs Award” means the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees in an amount up to one-third of the Gross Settlement Amount (\$48,333.33) and incurred expenses to litigate and resolve the Action, as awarded by the Court and to be paid out of the Gross Settlement Amount.

- 1.20. “PAGA Pay Period” means any pay period during which an Aggrieved Employee worked at least one day as a non-exempt employee during the PAGA Period.
- 1.21. “PAGA Period” means the period from June 21, 2023, through October 16, 2025.
- 1.22. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698, *et seq.*).
- 1.23. “PAGA Notice” means Plaintiff’s June 21, 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 from the Gross Settlement Amount, allocated 35% to the Aggrieved Employees and the 65% to the LWDA in settlement of the PAGA claims.
- 1.25. “PAGA Representative” or “Plaintiff” means Cole Orr, the named Plaintiff in the Action seeking Court approval to serve as the PAGA Representative.
- 1.26. “Approval Order” means the proposed Order Granting Approval of the PAGA Settlement.
- 1.27. “Released PAGA Claims” means the claims being released by Plaintiff and the Aggrieved Employees as described in Paragraph 5 below.
- 1.28. “Released Parties” means: Defendant, including Engen Enterprises, Inc. and each of their past and present divisions, affiliates, affiliated entities, related entities, parents, subsidiaries, predecessors, successors, joint ventures, assigns, and their respective shareholders, owners, officers, directors, employees, agents, trustees, attorneys, managers, operators, insurers, representatives, consultants, attorneys, and any individual or entity that could be jointly liable with Defendant.
- 1.29. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS

- 2.1. On June 21, 2024, Plaintiff submitted notice to the LWDA of alleged violations of PAGA. On September 25, 2024, Plaintiff also commenced this Action by filing a class action complaint on behalf of all individuals employed by Defendant within the state of California at any time within four years of the filing of the lawsuit alleging: (1) Failure to Pay Minimum Wages; (2) Failure to Pay Wages and Overtime under Labor Code § 510; (3) Recovery of Reporting Time Pay; (4) Meal-Period Liability under Labor Code § 226.7; (5) Rest-Break Liability under Labor Code § 226.7; (6) Reimbursement of Necessary Expenditures under Labor Code § 2802; (7) Violation of Labor Code § 226(a); (8) Failure to Keep Required Payroll Records under Labor Code §§ 1174 and 1174.5; (9) Penalties pursuant to Labor Code § 203; (10) Violation of Labor Code § 17200 *et seq.*; and (11) Penalties Pursuant to Labor Code § 2699, *et seq.* (“Operative Complaint”). Defendant denies the allegations in the Operative Complaint,

denies any failure to comply with the laws identified in the Operative Complaint, and denies any and all liability for the causes of action alleged.

- 2.2. On March 6, 2025, the Court dismissed Plaintiff's class claims pursuant to Plaintiff's request.
- 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.
- 2.4. The Parties exchanged informal discovery, including the production of policies and time and pay records of Aggrieved Employees.
- 2.5. On July 22, 2025, the Parties participated in a mediation with Michael Young and reached this agreement through arm's length negotiations.
- 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.
- 2.7. There has been no determination on the merits of the Action but, in order to avoid additional cost and the uncertainty of litigation, the Parties desire to resolve the Action and PAGA Released Claims (as defined above).

3. **MONETARY TERMS**

- 3.1. Gross Settlement Amount. Defendant promises to pay One Hundred Forty Five Thousand Dollars and Zero Cents (\$145,000.00) and no more as the Gross Settlement Amount to settle the PAGA claims alleged in the Operative Complaint. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.2 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 Approval Order:
 - 3.2.1. To the Administrator: An Administration Expenses Payment not to exceed Nine Thousand Five Hundred Dollars and Zero Cents (\$9,500) 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 \$9,500 the Administrator will retain the remainder in the Net Settlement Amount.
 - 3.2.2. To the LWDA and Aggrieved Employees: PAGA Penalties, which are currently estimated to be Sixty Two Thousand One Hundred Sixty Six Dollars and Sixty Seven Cents (\$62,166.67) to be paid from the Gross Settlement Amount,

with 65% allocated to the LWDA PAGA Payment and 35% allocated to the Individual PAGA Payments. All PAGA Penalty payments to the Aggrieved Employees are deemed penalties and interest for which a form 1099 shall issue.

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 (currently estimated to be Twenty One Thousand Seven Hundred Fifty Eight Dollars and Thirty Three Cents [\$21,758.33]) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA 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.

3.2.3. PAGA Counsel Fees and Cost Award: One-third of the Gross Settlement Amount which is currently estimated to be Forty Eight Thousand Three Hundred Thirty Three Dollars and Thirty Three Cents (\$48,333.33) to PAGA Counsel for services that it has rendered, and reimbursement of actual costs incurred in the Action, which is currently estimated not to exceed Twenty Five Thousand Dollars (\$25,000), subject to court approval. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file a motion for PAGA Counsel Fees and Cost Award as required by the Court. If the Court approves a PAGA Counsel Fees and Cost Award 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 any PAGA Counsel Fees and Cost Award. The Administrator will pay the PAGA Counsel Fees and Cost Award using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees and Cost Award and holds Defendant harmless from any dispute or controversy regarding any division or sharing of any of these payments.

4. SETTLEMENT FUNDING AND PAYMENTS

4.1. Aggrieved Employee Data: Not later than 14 days after Defendant's execution of this Agreement, Defendant 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. Defendant has a continuing duty to immediately notify PAGA Counsel if they discover that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. 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.

4.2. Funding of Gross Settlement Amount: Defendant shall fund the Gross Settlement Amount by transmitting the Gross Settlement Amount to the Administrator no later than thirty (30) days after the Effective Date. If the date by which payment by Defendant is due falls on a Saturday, Sunday, or legal holiday in the State of California, then the due date shall be extended to the next following day which is not a Saturday, Sunday, or legal holiday in the State of California.

4.3. Payments from the Gross Settlement Amount: Within fourteen (14) days after Defendant fully funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, and the PAGA Counsel Fees and Cost Award. One hundred percent (100%) of all Individual PAGA Payments are to be considered penalties and the Settlement Administrator will not undertake any deductions, withholding, or remittances for local, state, or federal taxes. Aggrieved Employees' Individual PAGA Payments will be reported on an IRS Form 1099, as required.

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

4.3.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without a USPS forwarding address. Within seven (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.

4.3.3. For any Aggrieved Employees whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the

funds represented by such checks to the California State Controller's Office Unclaimed Property Fund in the name of the Aggrieved Employee.

4.3.4. 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. **RELEASE OF CLAIMS.** Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiff and Aggrieved Employees will release claims against all Released Parties as follows:

5.1. **Release by Plaintiff and Aggrieved Employees:** Plaintiff and all Aggrieved Employees are deemed to release the Released Parties from all claims for civil penalties under PAGA that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice, including claims for PAGA penalties based on: recovery of reporting time pay; meal and rest breaks; unpaid wages, including minimum wages, regular wages, overtime and double time wages; any claims for additional wages owed due to "off the clock" work; meal and rest break premiums; wage statement violations; failure to maintain all required records; untimely wages during employment and wages due upon termination; failure to reimburse necessary business expenses; as well as the claim for unfair competition under California Business and Professions Code sections 17200 *et seq.*, and alleged violations of Labor Code §§ 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, *et seq.*, 2699.5, 2926, 2927, and 2802; and applicable wage orders ("Released PAGA Claims"). The release shall apply to Plaintiff, the Aggrieved Employees, the LWDA, and the State of California during the PAGA Period. The Aggrieved Employees are only releasing their claims under Labor Code 2698, *et seq.* and are not releasing any other claims and, at a minimum, shall be bound by the court judgment as a result of this Settlement.

5.2. **Separate Non-PAGA Settlement Agreement.** The Parties have separately entered into a confidential settlement agreement regarding Plaintiff's individual, non-PAGA claims arising out of Plaintiff's employment with Defendant. Nothing in this Agreement shall be construed to limit the Parties' rights under the separate agreement.

6. **MOTION FOR APPROVAL OF SETTLEMENT.** Plaintiff will prepare and file a motion for approval of this Settlement.

6.1. **Plaintiff's Responsibilities:** Plaintiff and PAGA Counsel will prepare all documents necessary for obtaining approval of this Settlement under Labor Code section 2699(f)(2), including: (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from PAGA Counsel's 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. (1)(1)); and (iii) a fully executed copy of this Agreement (Labor Code section 2699, subd. (1)(2)).

- 6.2. Contemporaneous with seeking Court approval, the settlement documents will be sent by PAGA Counsel to the LWDA for review so that it has the opportunity to object to all or part of the Settlement. However, Aggrieved Employees cannot opt-out of the Settlement.
- 6.3. Responsibilities of PAGA Counsel: PAGA Counsel shall be responsible for expeditiously finalizing and filing the motion after the full execution of this Agreement; obtaining a prompt hearing date for the motion; and for appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Approval Order to the Administrator.
- 6.4. Duty to Cooperate: If the Parties disagree on any aspect of the proposed motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant approval or conditions 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 CPT Group to serve as the Administrator and verified that, as a condition of appointment, CPT Group agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2. Employer Identification Number: The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 7.3. Qualified Settlement Fund: The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 7.4. Administrator Duties: The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE.

Based on a review of the records to date, Defendant estimates there are approximately 878

Aggrieved Employees who worked a total of approximately 26,000 PAGA Pay Periods through July 22, 2025, the date of mediation. If the total number of PAGA Pay Periods encompassed within the PAGA Period exceeds 26,000 by more than 10% (i.e., if the total PAGA Pay Periods exceeds 28,600 pay periods), then the Gross Settlement Amount shall be increased in proportion to the percentage increase in the number of PAGA Pay Periods encompassed within the PAGA Period in excess of 10% (e.g., if there was a 12% increase in PAGA Pay Periods, then Defendant would agree to increase the Gross Settlement Amount by 2%). In the alternative, Defendant will have the option to terminate the PAGA Period on the date when the total PAGA Pay Periods equals 28,600. If the Gross Settlement Amount is increased pursuant to this provision, the PAGA Counsel Fees Award shall be one-third of the increased Gross Settlement Amount. If this provision is triggered, Defendant shall make its election prior to the filing of the approval motion.

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 and Cost Award, 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. **Dismissal of Defendant Taco Bell:** Defendant will provide a declaration attesting that Defendant Taco Bell was not Plaintiff's employer and/or was not a joint employer with Defendant. Upon receipt of the declaration, Plaintiff will request Defendant Taco Bell be dismissed from the Aciton.
- 10.2. **No Admission of Liability or Representative Manageability for Other Purposes:** This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. Defendant generally and specifically denies any and all liability or wrongdoing

with any of the claims alleged in the Action or that it has violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to its employees. Defendant further makes no concessions or admissions of liability of any sort, and contends that for any purpose other than settlement, the Action is not appropriate for representative treatment. Defendant asserts several defenses to the claims and has denied any wrongdoing or liability arising out of any of the alleged facts or conduct in the Action. Neither this Agreement, nor any document referred to or contemplated herein, nor any action taken to carry out this Agreement, is or may be construed as, or may be used as an admission, concession, or indication by or against Defendant or any of the Released Parties of any fault, wrongdoing, or liability whatsoever. There has been no final determination by any court as to the merits of the claims asserted. Except as necessary in a proceeding to enforce the terms of this Settlement, this Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendant or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local or other applicable law. Nor shall anything in this Agreement be construed or deemed an admission that the Action was properly brought. Finally, nothing in this Agreement or in the Court's approval of the Settlement and/or Order and Judgment shall be deemed a waiver of Defendant's right to enforce the arbitration agreements of Aggrieved Employees in the future. If, for any reason the Court does not grant Approval or enter Judgment, 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).

- 10.3. 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.
- 10.4. 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.
- 10.5. Cooperation: The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and

supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

- 10.6. 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.
- 10.7. 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.
- 10.8. 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.
- 10.9. Agreement Binding on Successors: This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.10. 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.
- 10.11. 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.
- 10.12. Confidentiality: 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. Plaintiff agrees that Plaintiff or Plaintiff's Counsel have not and will not publish details about the Settlement, apart from required Court filings and LWDA reporting. In response to any inquiries, Plaintiff will state that "the case was resolved". Plaintiff's Counsel shall not report the Settlement in any medium or in any publication, shall not post or report anything regarding the claims of Plaintiff or the Settlement on their website, and shall not contact any reporters or media regarding the Settlement. Despite this provision, Plaintiff's Counsel can discuss the Settlement with Plaintiff and the Aggrieved Employees, and in any filings with the Court. Nothing herein will restrict Plaintiff's Counsel from including publicly available information regarding the Settlement in future judicial submissions regarding Plaintiff's Counsel's qualifications and experience.

- 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, to the other Party’s respective counsel of record.

To Plaintiff:

D.Law, Inc.

Roman Shkodnik

r.shkodnik@d.law

Mason Doidge

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To Defendant:

Fisher & Phillips LLP

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Irvine, California 92614

Telephone: (949) 851-2424

Facsimile: (949) 851-0152

- 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.

10.18. As of the Effective Date and full funding of the Gross Settlement Amount, this Settlement shall serve to preclude Plaintiff, the LWDA, and any other representative, proxy, or agent thereof, including but not limited to, any and all Aggrieved Employees during the PAGA Period, from pursuing or obtaining civil penalties under the California Labor Code §§ 2698, *et seq.*, against the Released Parties based on the PAGA Released Claims.

HAVING ELECTED TO EXECUTE THIS SETTLEMENT AGREEMENT, TO FULFILL THE PROMISES, AND TO RECEIVE THE CONSIDERATION SET FORTH ABOVE, PLAINTIFF AND DEFENDANT, FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTER INTO THIS SETTLEMENT AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date set forth below:

Dated: _____

Cole Orr

Dated: 11-26-2025

Engen Enterprises, Inc.



By: C. Brent Flynn

Title: CEO

Approved as to form and content:

Dated: 12/01/2025

Fisher & Phillips LLP



Andrew Crane
Samantha Cardarelli
Attorneys for Defendant Engen Enterprises,
Inc.

Dated: _____

D.LAW, INC.

Roman Shkodnik
Mason Doidge
Attorneys for Plaintiff Cole Orr

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HAVING ELECTED TO EXCECUTE THIS SETTLEMENT AGREEMENT, TO FULFILL THE PROMISES, AND TO RECEIVE THE CONSIDERATION SET FORTH ABOVE, PLAINTIFF AND DEFENDANT, FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTER INTO THIS SETTLEMENT AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date set forth below:

Dated: 11/30/2025

Cole Orr

Signed by:

C1B739100FF2405...

Dated: _____

Engen Enterprises, Inc.

By: _____

Title: _____

Approved as to form and content:

Dated: _____

Fisher & Phillips LLP

Andrew Crane
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