

JOINT STIPULATION AND PAGA SETTLEMENT AGREEMENT

Subject to approval by the Court, this Settlement Agreement is between **Plaintiff Clifford Parish** (“Plaintiff”), and Defendant **Ace Masonry, Inc.** (“Defendant”). Plaintiff and Defendant collectively are referred to in this Agreement as the “Parties.”

I. DEFINITIONS

In addition to the other terms defined in this Agreement, the terms below have the following meaning:

- A. **Action**: The lawsuit currently pending in the San Diego County Superior Court, entitled *Clifford Parish v. Ace Masonry, Inc.* (San Diego Superior Court Case No. 24CU006905C) (the “Action”).
- B. **Agreement, Settlement Agreement, Joint Stipulation, or Settlement**: The settlement agreement reflected in this document, titled “Joint Stipulation and PAGA Settlement Agreement.”
- C. **Effective Date**. This Settlement Agreement is effective as of the date that all Parties have signed it and the Court approves it.
- D. **Plaintiff’s Counsel**: Rick Waltman of Waltman Employment Law
- E. **PAGA Period**: June 14, 2023 through May 30, 2025.
- F. **PAGA Representative or Plaintiff**: Clifford Parish
- G. **Counsel for Defendant**: Sarah Brite Evans of Higgs, Fletcher, Mack
- H. **Defendant**: Ace Masonry, Inc.
- I. **Parties**: Plaintiff Clifford Parish, individually and as an “aggrieved employee” on behalf of other “aggrieved employees” under PAGA, and Defendant Ace Masonry, Inc.
- J. **Disbursement of the Settlement**: Defendant shall disburse the Gross Settlement Amount to the Settlement Administrator in two equal disbursements, the first occurring no later than 90 days after the Court approves the Settlement, and the second occurring no later than 180 days after the Court approves the Settlement.
- K. **Approval**: The final order entered by the Court approving this Agreement.
- L. **Gross Settlement Amount (also referred to herein as “GSA”)**: The dollar amount of the Settlement is Fifty Thousand Dollars And Zero Cents

(\$50,000.00). This is the gross amount Defendant can be required to pay under this Settlement Agreement, which includes without limitation: (1) the Net Settlement Amount to be paid to PAGA Employees; (2) the Attorney Fee Award and Cost Award to Plaintiff's Counsel for attorneys' fees and costs, as approved by the Court; (3) the Settlement Administrator Costs; and (4) the PAGA Payment to the LWDA, as approved by the Court. No portion of the Gross Settlement Amount will revert to Defendant.

- M. **Individual Settlement Share(s)**: The amount payable to each PAGA Employee under the terms of this Settlement Agreement. PAGA Employees are not required to submit a claim form to receive their Individual Settlement Shares pursuant to this Agreement. Rather, PAGA Employees will receive an Individual Settlement Share automatically, without the return of a claim form.
- N. **LWDA**: California Labor and Workforce Development Agency.
- O. **Attorney Fee Award**: The amount, not to exceed Sixteen Thousand Six Hundred Sixty Dollars (\$16,666.00) (one third of the gross settlement amount), finally approved by the Court and awarded to Waltman Employment Law, Plaintiff's Counsel and counsel for the Settlement Group. The Attorney Fee Award shall be paid from the Gross Settlement Amount and will not be opposed by Defendant. If the Court awards less than the amount requested, any amount not awarded will become part of the PAGA Payment (and, as a result, also part of the Net Settlement Amount for distribution to PAGA Employees).
- P. **Cost Award**: The amount that the Court orders Defendant to pay Plaintiff's Counsel for payment of actual litigation costs, which shall not exceed Seven Hundred Seventy-Five Dollars and Zero Cents (\$775.00). The Cost Award will be paid from the Gross Settlement Amount and will not be opposed by Defendant. The Cost Award is subject to Court approval. If the Court awards less than the amount requested, any amount not awarded will become part of the PAGA Payment (and, as a result, also part of the Net Settlement Amount for distribution to PAGA Employees).
- Q. **Net Settlement Amount (also referred to herein as "NSA")**: The total amount of money available for payout to PAGA Employees, which is the GSA less the Attorney Fee Award, Cost Award, administration costs, and the portion of the PAGA Payment paid to the LWDA. In other words, the NSA is the portion of the GSA that will be distributed to PAGA Employees.
- R. **PAGA**: The California Labor Code Private Attorneys General Act of 2004 (Cal. Labor Code §§ 2698 *et seq.*).
- S. **PAGA Payment**: The PAGA Payment will be the Gross Settlement Amount, less the Attorney Fee Award, the Cost Award, and the Settlement Administration Costs, and this amount is subject to change based on any ruling

by the Court related to the Attorney Fee Award, Cost Award, or Settlement Administration Costs. The PAGA Payment is estimated to be \$29,309.00 of the Gross Settlement Amount allocated to satisfy the PAGA penalties claim as alleged in the Complaint, but is subject to change if the Court does not approve the Attorney Fee Award, or Cost Award, or Settlement Administration Costs, contemplated by this Agreement. Seventy-five percent (75%) of the PAGA Payment, or an estimated \$21,981.75 shall be paid to the LWDA, and twenty-five percent (25%) of the PAGA Payment, or an estimated \$7,327.25 is estimated to be the amount of the Net Settlement Amount distributed to PAGA Employees.

- T. Qualified Settlement Fund or QSF:** The Parties agree that the GSA is intended to be a “Qualified Settlement Fund” or “QSF” under Section 468B of the Code and Treasury Regulations § 1.468B-1, 26 C.F.R. § 1.468B-1 *et seq.*, and will be administered by the Settlement Administrator as such. The Parties and Settlement Administrator shall treat the QSF as coming into existence as a Qualified Settlement Fund on the earliest date permitted as set forth in 26 C.F.R. § 1.468B-1, and such election statement shall be attached to the appropriate returns as required by law.
- U. Released Claims:** As of the Effective Final Settlement Date, Plaintiff, on behalf of himself, PAGA Employees, and the State of California, release the Released Parties from the Released Claims, which include all of the following. “Released Claims” means claims for PAGA penalties that: (1) arose or may be alleged to have arisen at any time from June 14, 2023 up to and including May 30, 2025, and (2) are based on or arise from facts alleged in the Action or notice sent by Plaintiff to the LWDA, including alleged failure to pay all overtime and regular wages, meal period violations, rest period violations, untimely payment of wages during employment and upon separation of employment, wage statement violations, failure to reimburse for necessary business expenses, failure to provide personnel and payroll records, unfair competition, and violations of the California Labor Code, including but not limited to Sections 201, 202, 203, 204, 226.3, 226.7, 510, 512, 516, 558, 558.1, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 2802, 2698 *et seq.*, 6400, 6401, 6402, 6403, and sections 11 and 12 of the Industrial Wage Orders. The release only applies to periods of time when the PAGA Employees were members of the Settlement Group (i.e., excluding periods of time in an executive exempt position).
- V. Released Parties:** Defendant Ace Masonry, Inc., Defendant’s successors or parent companies, their respective officers, directors, employees, partners, shareholders and agents, as well as any other successors, assigns and legal representatives and their related persons and entities, and any individual or entity that could be liable for any of the Released Claims, and Defendant’s counsel of record in the Action.

- W. **Settlement Administrator**: The Settlement Administrator means the third-party administrator retained by the Parties to administer the settlement. The Parties agree to use Phoenix Class Action Administrative Solutions (“Settlement Administrator”) to handle administration of this settlement.
- X. **Settlement Administration Costs**: Defendant will not oppose costs incurred by a Settlement Administrator responsible for administering the settlement set forth in this Agreement (“Settlement Administration Costs”) in an amount up to Three Thousand Two Hundred Fifty Dollars (\$3,250.00), which shall be paid from the GSA.
- Y. **Settlement Group**: All allegedly-aggrieved employees represented by Plaintiff in this Action, who are persons who are employed or have been employed by Defendant in California in any position other than an executive exempt position, for the period of June 14, 2023 through May 30, 2025. The Parties agree that the Settlement Group consists of approximately 75 current and former Ace Masonry, Inc. employees, including Plaintiff, who worked approximately 2020 pay periods during the PAGA period.
- Z. **Settlement Group Member or PAGA Employee**: Each person eligible to participate in this Settlement who is a member of the Settlement Group as defined above.
- AA. **Superior Court**: San Diego County Superior Court.

II. **RECITALS**

- A. The Action was filed by Plaintiff Clifford Parish in the San Diego County Superior Court on August 20, 2024. The Complaint alleges causes of action on behalf of Plaintiff for: (1) Rest Period Violations; (2) Failure to Reimburse for Necessary Business Expenses (3) Untimely Payment of Wages; (4) Wage Statement Violations; (5) Waiting Time Penalties; and (6) Civil Penalties under PAGA on behalf of Plaintiff and other allegedly aggrieved employees (“PAGA Employees”) premised on the aforementioned Labor Code violations and alleged safety violations.
- B. Defendant Answered the Complaint on November 6, 2024, wherein Defendant denied generally and specifically all claims raised in the Complaint.
- C. Defendant produced hundreds of pages of documents and data, including time and pay data for PAGA employees, policies, and related documents pertinent to Plaintiff’s claims. This information and data permitted Plaintiff to evaluate all alleged claims of the PAGA Employees prior to mediation.
- D. The Parties engaged in negotiations after exchanging employee time and pay records, and other documents and information pertinent to Plaintiff’s claims.

The Parties have negotiated in good faith based on the information exchanged regarding the extent of violations and impact on aggrieved employees, and have now agreed to the terms of Settlement reflected herein. The Parties have separately entered into a general release agreement for the Plaintiff's individual claims against Defendant. The individual release agreement is not contingent on the Court's approval of this PAGA Settlement.

- E. Benefits of Settlement to PAGA Employees.** Plaintiff and Plaintiff's Counsel recognize the expense and length of continued proceedings necessary to continue the litigation against Defendant through trial and through any possible appeals. Plaintiff and Plaintiff's Counsel also have taken into account the uncertainty and risk of further litigation, the potential outcome, and the difficulties and delays inherent in such litigation. Plaintiff and Plaintiff's Counsel have conducted extensive settlement negotiations. Based on the foregoing, Plaintiff and Plaintiff's Counsel believe the Settlement set forth in this Agreement is a fair, adequate, and reasonable settlement, and is in the best interests of the Settlement Group Members.
- F. Defendant's Reasons for Settlement.** Defendant recognizes that the defense of this litigation will be expensive. Substantial amounts of time, energy, and resources of Defendant have been and, unless this Settlement is made, will continue to be devoted to the defense of the claims asserted by Plaintiff. Defendant, therefore, has agreed to settle in the manner and upon the terms set forth in this Agreement to put to rest the Released Claims.
- G. Defendant's Denial of Wrongdoing.** Defendant generally and specifically denies any and all liability or wrongdoing of any sort with regard to any of the claims alleged, makes no concessions or admissions of liability of any sort, and contends that for any purpose other than settlement, the Action is not manageable for PAGA purposes. Defendant asserts a number of defenses to the claims, and have 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 by Plaintiff against Defendant or as to whether a PAGA action would be manageable or triable, other than for settlement purposes only.
- H. Plaintiff's Claims.** Neither this Agreement nor any documents referred to or contemplated herein, nor any action taken to carry out this Agreement is, may be construed as, or may be used as an admission, concession or indication by or against Plaintiff, Settlement Group Members, or Plaintiff's Counsel as to the merits of any claims or defenses asserted, or lack thereof, in the Action. However, in the event that this Settlement is finally approved by the Court, the

Plaintiff, Settlement Group Members, the LWDA, and Plaintiff's Counsel will not oppose Defendant's efforts to use this Agreement to prove that Plaintiff and Settlement Group Members and the LWDA have resolved and are forever barred from re-litigating the Released Claims. Approval of this Settlement operates as full satisfaction of the Released Claims and will have preclusive effect as to those claims in any subsequent proceeding.

- I. **No Right to Opt Out.** The Parties agree there is no statutory right for any PAGA Settlement Group Member to opt out or otherwise exclude themselves from the PAGA Settlement.

III. **SETTLEMENT TERMS AND CONDITIONS**

- A. **Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, the maximum Gross Settlement Amount that Defendant are obligated to pay under this Settlement Agreement is Fifty Thousand Dollars and Zero Cents (\$50,000.00).
- B. **Individual Settlement Share.** Subject to the terms and conditions of this Agreement, Defendant will pay an Individual Settlement Share from the Net Settlement Amount to each PAGA Employee through the above referenced Qualified Settlement Fund.

1. **Calculation.**

- a. **Individual Settlement Share Calculation.** Each PAGA Employee will receive a proportionate share of the Net Settlement Amount that is equal to (i) the number of pay periods he or she worked for Defendant in California during the PAGA Period based on the PAGA Employee data provided by Defendant, divided by (ii) the total number of pay periods worked by all PAGA Employees in California during the PAGA Period based on the same PAGA Employee data, which is then multiplied by the Net Settlement Amount. One day worked in a given pay period will be credited as a pay period for purposes of this calculation. Therefore, the value of each PAGA Employee's Individual Settlement Share ties directly to the number of pay periods that he or she worked.
2. **Tax Withholdings.** Each putative PAGA Employee's gross settlement award will be apportioned 100% as penalties. The amounts paid as penalties shall be subject to all authorized and required withholdings other than the tax withholdings customarily made from employees' wages and shall be reported by IRS 1099 forms.

C. Constituents of GSA Disbursement. Subject to the terms and conditions of this Agreement, Defendant shall disburse, through the Settlement Administrator, the GSA as directed later on herein to the following:

- 1. To Plaintiff's Counsel.** Plaintiff's Counsel will apply to the Court for, and Defendant agree not to oppose, a total Attorney Fee Award of \$16,666.00, and Cost Award of \$775 for costs actually incurred, totaling \$17,441.00. Payroll tax withholding and deductions will not be taken from the Attorney Fee Award or the Cost Award. IRS Forms 1099 will be issued to Plaintiff's Counsel with respect to the Attorney Fee Award. In the event the Court does not approve the entirety of the application for the Attorney Fee Award and/or Cost Award, Defendant shall pay whatever amount the Court awards from the GSA, and Defendant shall not be responsible for paying the difference between the amount requested and the amount awarded. If the amount awarded is less than the amount requested by Plaintiff's Counsel for the Attorney Fee Award and/or Cost Award, the difference shall become part of the PAGA Payment for distribution to PAGA Employees and the LWDA.
- 2. To the LWDA.** Defendant will pay an estimated \$29,309.00 of the Gross Settlement Amount allocated to satisfy the PAGA penalties claim as alleged in the Complaint, but this amount is subject to change if the Court does not approve the Attorney Fee Award, or Cost Award contemplated by this Agreement. Seventy-five percent (75%) of the PAGA Payment, or an estimated \$21,981.75 shall be paid to the LWDA, and twenty-five percent (25%) of the PAGA Payment, or an estimated \$7,327.25 is estimated to be the amount of the Net Settlement Amount distributed to PAGA Employees.
- 3. To PAGA Employees.** Defendant will pay, through the Settlement Administrator, PAGA Employees according to the Individual Settlement Share calculations set forth above from the GSA. All payments to PAGA Employees shall be made from the Qualified Settlement Fund.

D. Duties of Settlement Administrator in Disbursing the Individual Settlement Share Payment. The Settlement Administrator shall be responsible for remailing Individual Settlement Share Payments to PAGA Employees; calculating each PAGA Employee's Individual Settlement Share Payment; mailing Individual Settlement Share Payments to PAGA Employees; calculating and mailing the PAGA Payment to the LWDA; distributing the Attorney Fee Award and Cost Award to Plaintiff's Counsel; printing and providing PAGA Employees and Plaintiff 1099 forms as required under this Agreement and applicable law; providing a due diligence declaration for submission to the Superior Court upon the completion of the Settlement; providing any funds remaining in the QSF as a result of uncashed checks to the State Controller's Office – Unclaimed Property to be held in the PAGA Employee's name, in the amounts directed per this Settlement,

including the administration of related tax reimbursements; and for such other tasks as the Parties mutually agree.

E. Procedure for Approving Settlement.

1. Discovery Stay Pending Approval of the Settlement.

- a. To effectuate the terms of the Settlement, the Parties agree all formal and informal discovery and other proceedings shall be stayed pending Court Approval of the Settlement. Plaintiff's Counsel further agrees not to initiate communication (oral and written) with the Released Parties' current employees pending the Court's Approval of the Settlement.

2. Stipulation and/or Motion for Approval.

- a. The Parties will stipulate to approval of the PAGA Settlement with a proposed order (i) approving the Settlement, (ii) dismissing the PAGA Cause of Action with prejudice; and (iii) stating that the Court shall retain jurisdiction with respect to all matters related to the administration of the Settlement. If the Court declines to approve the settlement via stipulation, Plaintiff will file a Motion for Approval of PAGA Settlement with the Court after the Parties' execution of this Settlement Agreement. Concurrently with the Motion for Approval of PAGA Settlement, Plaintiff will file a proposed order (i) approving the Settlement, (ii) dismissing the PAGA Cause of Action with prejudice; and (iii) stating that the Court shall retain jurisdiction with respect to all matters related to the administration of the Settlement.
- b. As part of their Stipulation or Motion to approve the Agreement, Plaintiff's Counsel shall submit a proposed judgment which enters judgment in the Action in accordance with the terms of this Agreement, retains jurisdiction over the Action under Code of Civil Procedure § 664.6 for the purpose of enforcing the terms of the Agreement following approval of the settlement, and enjoins the prosecution of any of the PAGA Released Claims against any of the Released Parties upon the judgment being entered and the Settlement being fully funded. This Agreement is expressly conditioned upon the Court entering judgment as set forth herein. The judgment will not release or bar any claims other than the PAGA Released Claims as to Plaintiffs and the Aggrieved Employees.

- c. Plaintiff shall be responsible for the timely service and electronic submission of the Settlement Agreement and related filings in the Action.
 - d. Should the Court not approve the PAGA settlement the Parties shall work together in good faith to attempt to comply with the Court's terms for approval, fixing any issues with the long-form PAGA settlement agreement identified by the Court. If, after at least two good faith attempts to amend and resubmit the PAGA Settlement Agreement to address issues identified by the Court, the Court still does not approve the PAGA settlement, either Party may terminate the PAGA Settlement Agreement. The Parties agree that the terms and negotiation of this settlement shall remain subject to California Evidence Code Sections 1119 and 1152 and similar rules of other jurisdictions.
 - e. Should the Court decline to approve all material aspects of the Settlement or if appellate review regarding the Court's decision regarding approval of the settlement is sought by an aggrieved employee and, on such review, the Court's decision is materially modified or reversed, or if one or more of the material terms of the Agreement is not approved or is materially modified or reversed or found to be invalid, the Settlement will be null and void, and the Parties will have no further obligations under it. Provided, however, that the amounts of the Attorney Fee Award, and Cost Award shall be determined by the Court, and the Court's determination on these amounts shall be final and binding, and that the Court's approval or denial of any amount requested for these items are not conditions of this Settlement Agreement, and are to be considered separate and apart from the fairness, reasonableness, and adequacy of the Settlement. Any order or proceeding relating to an application for the Attorney Fee Award, and Cost Award shall not operate to terminate or cancel this Settlement Agreement.
3. **Notice to the LWDA.** Pursuant to California Labor Code Section 2699(1)(2), this proposed Settlement Agreement will be submitted by Plaintiff's Counsel to the LWDA at the same time that it is submitted to the Superior Court.
4. **Payment to Settlement Group Members.** After the Court enters its order granting the Motion for Approval of PAGA Settlement, every PAGA Employee will be provided with the Individual Settlement Shares in accordance with the following procedure:

- a. **Disbursement of Settlement Shares and Payments.** Subject to the Court granting the Motion for Approval of PAGA Settlement (or Stipulation of PAGA Settlement), Defendant shall distribute funds to the Settlement Administrator pursuant to the terms of this Agreement and the Court's order granting Motion for Approval of PAGA Settlement. The maximum amount Defendant can be required to pay under this Settlement for any purpose is the Gross Settlement Amount. Plaintiff shall be responsible for any attorneys' liens related to this Action or the Maximum Settlement Amount. Defendant shall keep Plaintiff's Counsel apprised of all distributions from the Gross Settlement Amount.
- b. **Disbursement:** Defendant shall disburse the Gross Settlement Amount to the Settlement Administrator within 30 days of the Court's order approving of the settlement. Within fourteen (14) days of receipt of the GSA, the Settlement Administrator shall disburse: (1) the Settlement Administration Costs; (2) the Cost Award to Plaintiff's Counsel for costs incurred, as approved by the Court; (3) the Attorneys' Fees Award to Plaintiff's Counsel, as approved by the Court; and (4) the PAGA Payments to the LWDA and to PAGA Employees, as approved by the Court.
- c. **Uncashed Checks.** PAGA Employees must cash or deposit their Individual Settlement Share checks within one hundred and eighty (180) calendar days after the checks are mailed to them. If any checks remain uncashed or not deposited after one hundred and eighty (180), within two hundred (200) calendar days after the checks are mailed, the Settlement Administrator will cancel the checks. All funds associated with the Individual Settlement Share checks returned as undeliverable and funds associated with those Individual Settlement Share checks remaining uncashed, shall be deposited by the Settlement Administrator to the State Controller's Office – Unclaimed Property Fund in the name of the PAGA Employee. If a PAGA Employee does not cash his or her check, he or she will be able to claim his or her settlement payment from the Unclaimed Property Fund at a future date as determined by the State Controller's Office.
- d. **Defendant' Legal Fees.** Defendant are responsible for paying for all of Defendant' own legal fees, costs, and expenses incurred in this Action outside of the Gross Settlement Amount.
- e. **Returned Payments and Re-mailing Efforts.** If an Individual Settlement Share is returned because of an incorrect address, within three (3) business days from receipt of the returned Individual Settlement Share, the Settlement Administrator will

conduct a search for a more current address for the PAGA Employee and re-mail the Individual Settlement Share to the PAGA Employee to the more current address. If the Settlement Administrator is unable to locate a better address, the Individual Settlement Share shall be re-mailed to the original address. If the Individual Settlement Share is re-mailed, the Settlement Administrator will note for its own records the date and address of each re-mailing.

5. **No Solicitation of Appeal.** Neither the Parties nor their respective counsel will solicit or otherwise encourage directly or indirectly any PAGA Employee to appeal from the Judgment.
6. **Waiver of Right to Appeal.** Provided that the Judgment is consistent with the terms and conditions of this Agreement, the Parties and their respective counsel waive any and all rights to appeal from the Judgment, including, but not limited to, all rights to any post-judgment proceeding and appellate proceeding, such as a motion to vacate or set aside judgment, and any extraordinary writ, and the Judgment will become non-appealable at the time it is entered. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceeding, or post-judgment proceeding.
7. **Vacating, Reversing, or Modifying Judgment on Appeal.** If, after a notice of appeal, the reviewing court vacates, reverses, or modifies the Judgment such that there is a material modification to the Settlement, and that court's decision is not completely reversed and the Judgment is not fully affirmed on review by a higher court, then this Settlement will become null and void and the Parties will have no further obligations under it. A material modification would include, but not necessarily be limited to, any alteration of the Gross Settlement Amount, an alteration in the calculation of the Net Settlement Amount, and any change to the calculation of the Individual Settlement Share.

F. Miscellaneous Terms

1. **No Admission of Liability.** Defendant make no admission of liability or wrongdoing by virtue of entering into this Agreement. Additionally, Defendant reserve the right to contest any issues relating to liability if the Settlement is not approved. Defendant deny that they have engaged in any unlawful activity, have failed to comply with the law in any respect, or have any liability to anyone under the claims asserted in the Action. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant of liability or wrongdoing. This Settlement and Plaintiff's and Defendant's willingness to settle the Action will have no

bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with this Settlement).

- 2. No Effect on Employee Benefits.** The Individual Settlement Shares paid to Plaintiff and the PAGA Employees shall not be deemed to be pensionable earnings and shall not have any effect on the eligibility for, or calculation of, any of the employee benefits (*e.g.*, vacation, holiday pay, retirement plans, etc.) of Plaintiff or the PAGA Employees. The Parties agree that any Individual Settlement Share paid to Plaintiff or the PAGA Employees under the terms of this Agreement do not represent any modification of Plaintiff's or PAGA Employees' previously credited hours of service or other eligibility criteria under any employee pension benefit plan or employee welfare benefit plan sponsored by Defendant.
- 3. Publicity.** Plaintiff and Plaintiff's Counsel agree that the terms of this Settlement (including but not limited to the GSA), the negotiations leading to this Settlement, and all documents related to the Settlement, shall not be discussed with, publicized, or promoted to the public, except as necessary to enforce the terms of the Settlement. Notwithstanding the foregoing, Plaintiff and Plaintiff's Counsel may tell the public in general only that certain claims "have been resolved by the parties."
- 4. Integrated Agreement.** After this Agreement is signed and delivered by all Parties and their counsel, this Agreement will constitute the entire Agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any party concerning this Agreement, other than the representations, warranties, covenants, and inducements expressly stated in this Agreement.
- 5. Authorization to Enter Into Settlement Agreement.** Plaintiff's Counsel and Defendant's Counsel 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 under this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement this Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties will seek the assistance of the Court, and in all cases, all such documents, supplemental provisions, and assistance of the Court will be consistent with this Agreement.

6. **Headings.** The descriptive headings of any paragraphs or sections of this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement.
7. **Interim Stay of Proceedings.** The Parties agree to stay and hold all proceedings in the Action in abeyance, except such proceedings necessary to implement and complete the Settlement, pending Approval of this Settlement Agreement to be conducted by the Superior Court.
8. **Amendment or Modification of Agreement.** This Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by counsel for all Parties or their successors-in-interest.
9. **Agreement Binding on Successors and Assigns.** This Agreement will be binding upon, and inure to the benefit of, the successors and assigns of the Parties, as previously defined.
10. **No Prior Assignment.** Plaintiff hereby represents, covenants, and warrants that he has not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein released and discharged.
11. **Applicable Law.** All terms and conditions of this Agreement will be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law principles or choice of law principles.
12. **Fair, Adequate, and Reasonable Settlement.** The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, current and potential.
13. **No Tax or Legal Advice.** The Parties understand and agree that the Parties are neither providing tax or legal advice, nor making representations regarding tax obligations or consequences, if any, related to this Agreement, and that the PAGA Employees will assume any such tax obligations or consequences that may arise from this Agreement, and that the PAGA Employees shall not seek any indemnification from the Parties or any of the Released Parties in this regard. The Parties agree that, in the event that any taxing body determines that additional taxes are due from any PAGA Employees, such PAGA Employee assumes all responsibility for the payment of such taxes.

14. Jurisdiction of the Court. The Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Agreement and all orders and judgment entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the Settlement embodied in this Agreement and all orders and judgments in connection therewith.

15. Invalidity of Any Provision; Severability. Before declaring any provision of this Agreement invalid, the Parties request that the Superior Court first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Agreement valid and enforceable. In the event any provision of this Agreement shall be found unenforceable, the unenforceable provision shall be deemed deleted, and the validity and enforceability of the remaining provisions shall not be affected thereby.

16. 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.

17. Execution in Counterpart. This Agreement may be executed in one or more counterparts. All executed counterparts, and each of them, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange between themselves original signed counterparts. Facsimile or PDF signatures will be accepted. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement

IV. EXECUTION BY PARTIES

The Parties execute this Agreement.

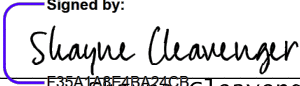
Dated: 05/21/25, 2025

PLAINTIFF CLIFFORD PARISH


Clifford Parish (May 21, 2025 07:38 PDT)

Dated: 5/21/2025

DEFENDANT ACE MASONRY, INC.

Signed by:


Name: ~~Shayne Cleavenger~~
Title: President