EXHIBIT 1

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PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made by and between Plaintiffs Alicia D. Cole and Steven Alex School ("Plaintiffs") and Defendant The CBM Group, Inc. ("Defendant"). The Agreement refers to Plaintiffs and Defendant jointly as "Parties," or individually as "Party."

1. DEFINITIONS

1.1. "Action" means Plaintiffs' PAGA lawsuit alleging wage and hour violations against Defendant captioned *Alicia D. Cole, et al. v. The CBM Group, Inc.* filed on June 24, 2024, and pending in the Superior Court of the State of California, County of Placer, Case No. S-CV-0053071.

1.2. "Administrator" means ILYM Group, Inc. 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 persons who worked for Defendant in California as non-exempt employees 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, 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 PAGA Settlement and Approval, a sample of which is attached hereto as Exhibit A. The Aggrieved Employees' Notice shall further contain (i) an Aggrieved Employee's first and last name, (ii) last known address, (iv) the Aggrieved Employee's number of individual 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 Placer.

1.9. "Defendant" means named Defendant The CBM Group, Inc.

1.10. "Defense Counsel" means Kevin Wooden of Holden Law Group, APC.

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1.11. "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.12. "Gross Settlement Amount" means Two Hundred and Seventy-Five Thousand Dollars and Zero Cents ($275,000.00) 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. (a).

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 PAGA Counsel Fees and Costs Award and the Administration Expenses Payment approved by the Court. The Net Settlement Amount shall constitute the total PAGA Penalties to be distributed 65% to the LWDA as the LWDA PAGA Payment and 35% to Aggrieved Employees as Individual PAGA Payments.

1.18. "PAGA Counsel" means Roman Shkodnik, Jean Hopkins Power, Enoch J. Kim, and Arianna N. Razi of D.Law, Inc.

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 (1/3) of the Gross Settlement Amount ($91,666.67) 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 for Defendant for at least one day during the PAGA Period.

1.21. "PAGA Period" means the period from June 24, 2023, through June 22, 2026.

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

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1.23. "PAGA Notices" means Alicia D. Cole's June 24, 2024 letter and Plaintiffs' March 18, 2025 amended letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.24. "PAGA Penalties" means the Net Settlement Amount to be distributed as civil penalties under PAGA, with 65% allocated to the LWDA and 35% allocated to Aggrieved Employees.

1.25. "PAGA Representatives" or "Plaintiffs" means Alicia D. Cole and Steven Alex School, the named Plaintiffs in the Action seeking Court approval to serve as the PAGA Representatives.

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 Plaintiffs and the Aggrieved Employees as described in Paragraph 5.1 below.

1.28. "Released Parties" means: Defendant and all of their present and former parents, owners, subsidiaries, divisions, affiliated or related person or entities, and each of their respective officers, directors, employees, partners, shareholders, attorneys, agents, executors and assigns.

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

2. RECITALS

2.1. Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiffs gave timely written notice to Defendant and the LWDA by sending Plaintiff Alicia D. Cole's PAGA Notice on June 24, 2024, and Plaintiffs' amended PAGA Notice on March 18, 2025.

2.2. On June 24, 2024, Plaintiff Alicia D. Cole commenced this Action by filing a class action complaint on behalf of all non-exempt hourly employees who worked for Defendant in California during the four years preceding the filing of the lawsuit alleging: (1) failure to pay minimum wages and for all hours worked; (2) failure to pay wages and overtime under Labor Code § 510; (3) meal period liability under Labor Code § 226.7; (4) rest-break liability under Labor Code § 226.7; (5) violation of Labor Code § 226(a); (6) violation of Labor Code § 221; (7) violation of Labor Code § 204; (8) violation of Labor Code § 203; (9) failure to maintain records required under Labor Code §§ 1174, 1174.5; (10) failure to reimburse necessary business; and (11) violation of Business & Professions Code § 17200 *et seq*. On August 29, 2024, Plaintiff Alicia D. Cole filed a First Amended Complaint alleging an additional cause of action for civil penalties under PAGA. Plaintiffs intend to file a Second Amended Complaint adding Plaintiff Steven Alex School as an additional named Plaintiff and PAGA Representative. For purposes of this Settlement, references herein to the "Operative Complaint" shall mean the complaint that is operative at the time Court approval is sought. Defendant denies the allegations in the Operative Complaint, denies any failure

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

2.3. On November 18, 2024, Plaintiff Alicia D. Cole filed her Request for Dismissal of Defendants' Class Claims Without Prejudice Pursuant to CRC 3.770 pursuant to an arbitration agreement with a collective action and class action waiver Plaintiff Alicia D. Cole signed while employed with Defendant. On November 27, 2024, the Court ordered Plaintiff Alicia D. Cole's class allegations dismissed without prejudice.

2.4. On April 21, 2026, the Parties participated in an all-day mediation presided over by Gig Kyriacou which led to this Agreement to settle the Action.

2.5. Prior to mediation, Plaintiffs obtained, through informal discovery, time and payroll records for the Aggrieved Employees and relevant policy documents and communications regarding Defendant's wage-and-hour practices.

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

3. MONETARY TERMS

3.1. Gross Settlement Amount. Defendant promises to pay a total of Two Hundred and Seventy-Five Thousand Dollars and Zero Cents ($275,000.00) as the Gross Settlement Amount subject to the escalator clause in Paragraph 8 of this Agreement. 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 Three Thousand Nine Hundred Fifty Dollars and Zero Cents ($3,950.00) except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less, or the Court approves payment less than $3,950.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.2. PAGA Counsel Fees and Cost Award: One-third (1/3) of the Gross Settlement Amount, which is currently estimated to be $91,666.67, to PAGA Counsel for attorneys' fees, and reimbursement of PAGA Counsel's actual costs incurred in the Action. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiffs and/or

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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 PAGA Penalties to be distributed to the LWDA and Aggrieved Employees.

3.2.3. To the LWDA and Aggrieved Employees: the Net Settlement Amount shall be allocated as PAGA Penalties, with 65% allocated to the LWDA PAGA Payment and 35% allocated to the Individual PAGA Payments.

3.2.3.1 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 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. 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.

3.2.5. Defendant shall have no tax 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 the Court issues the Approval Order, 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.

Docusign Envelope ID: 9719CCD5-7923-825D-8073-89B9182A5B65

4.2. Funding of Gross Settlement Amount: Defendant shall fully fund the Gross Settlement Amount by transmitting the Gross Settlement Amount to the Administrator no later than 30 days after the Effective Date.

4.3. Payments from the Gross Settlement Amount: Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, and PAGA Counsel Fees and Costs Award.

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 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 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.

4.3.3. For any Aggrieved Employees who's 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 Controller's 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, Aggrieved Employees will release claims against all Released Parties as follows:

5.1. Release by Aggrieved Employees: All Aggrieved Employees are deemed to release Defendant from all claims for civil penalties and any other available relief under PAGA that were alleged or reasonably could have been alleged based on the facts and claims raised in the Operative Complaint and PAGA Notices (the "Released PAGA Claims"). The Released PAGA Claims are those that accrued during the PAGA Period.

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

6.1. Plaintiffs' Responsibilities: Plaintiffs 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. (l)(1)); and (iii) a fully executed copy of this Agreement (Labor Code section 2699, subd. (l)(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.

6.3A. Deadline to File Approval Motion. Plaintiffs shall file the motion for approval of the PAGA Settlement no later than thirty (30) days after full execution of this Agreement, unless the Parties agree in writing to a different deadline.

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 ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. 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.

Docusign Envelope ID: 9719CCD5-7923-825D-8073-89B9182A5B65

7.2. Employer Identification Number: The Administrator shall have and use its own Employer Identification Number for purposes of tax reporting and administering the Settlement in accordance with applicable law.

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. The Gross Settlement Amount was calculated based on the estimate that 180 Aggrieved Employees worked a total of 7,242 pay periods during the PAGA Period. If the total number of pay periods during the PAGA Period exceeds 110% of 7,242 pay periods (i.e., exceeds 7,966 pay periods), then the Gross Settlement Amount shall be increased proportionally only for the pay periods in excess of that 110% threshold. For example, if the total number of pay periods is 15% greater than 7,242, the Gross Settlement Amount shall increase by 5%. If this provision is triggered, the portion of the Gross Settlement Amount allocated to attorneys' fees shall increase proportionally so that the total amount of attorneys' fees remains one-third of the adjusted Gross Settlement Amount.

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. No Admission of Liability 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

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for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Approval or enter Judgment, Defendant reserves all available defenses to the claims in the Action, and Plaintiffs reserve 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).

10.2. 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 Plaintiffs 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, 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. Material Terms: This Agreement sets forth the material terms of the Settlement. The Parties shall act in good faith to implement these terms, and no later drafting, motion practice, or approval process shall be used to reopen or renegotiate the material business terms reflected herein absent mutual written agreement.

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 Plaintiffs, 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.

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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: The Parties agree to maintain the Settlement amount and terms confidential unless and until disclosure is required for purposes of Court approval, enforcement, tax reporting, insurance reporting, audit, or as otherwise required by law. Permitted disclosures may be made to counsel, insurers, tax advisors, auditors, the Settlement Administrator, and others reasonably necessary to implement or obtain approval of the Settlement.

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
Jean Hopkins Power
j.power@d.law
Enoch J. Kim
e.kim@d.law
Arianna N. Razi
a.razi@d.law
250 N Madison Ave., 2nd Floor

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Pasadena, CA 91101
Telephone: (818) 962-6465
Fax: (818) 962-6469

To Defendant:

Holden Law Group, APC
Kevin Wooden
kevin@holdenlawgroup.com
P.O. Box 4559
Auburn, CA 95604
Telephone: (530) 888-0901
Fax: (530) 888-0902

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: Upon execution of this Agreement, the Parties shall cooperate in seeking any stay or continuance reasonably necessary to effectuate the terms of this Agreement, to the extent not already stayed by prior order.

Dated: July 16, 2026

Alicia D. Cole

Signed by:
Alicia Cole
BB8D31A681B64B7...

Dated: July 16, 2026

Steven Alex School

Signed by:
Steven School
FE635107658B489...

Dated: _____, 2026

The CBM Group, Inc.

_____

By: _____

Title: _____

Pasadena, CA 91101
Telephone: (818) 962-6465
Fax: (818) 962-6469

To Defendant:

Holden Law Group, APC
Kevin Wooden
kevin@holdenlawgroup.com
P.O. Box 4559
Auburn, CA 95604
Telephone: (530) 888-0901
Fax: (530) 888-0902

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10.17. Stay of Litigation: Upon execution of this Agreement, the Parties shall cooperate in seeking any stay or continuance reasonably necessary to effectuate the terms of this Agreement, to the extent not already stayed by prior order.

Dated: _____, 2026

Alicia D. Cole

_____

Dated: _____, 2026

Steven Alex School

_____

Dated: 7/17, 2026

The CBM Group, Inc.

Cameo Townzen

By: Cameo Townzen

Title: Vice President

Docusign Envelope ID: 9719CCD5-7923-825D-8073-89B9182A5B65

Approved as to form and content:

Dated: July 20, 2026

D.LAW, INC.

Roman Shkodnik, Esq.
Jean Hopkins Power, Esq.
Enoch J. Kim, Esq.
Arianna N. Razi, Esq.
Attorneys for Plaintiffs Alicia D. Cole and Steven Alex School

Dated: _____, 2026

HOLDEN LAW GROUP, APC

Kevin Wooden
Attorneys for Defendant
The CBM Group, Inc.

Approved as to form and content:

Dated: _____, 2026

D.LAW, INC.

_____

Roman Shkodnik, Esq.
Jean Hopkins Power, Esq.
Enoch J. Kim, Esq.
Arianna N. Razi, Esq.
Attorneys for Plaintiffs Alicia D. Cole and Steven Alex School

Dated: 7/17, 2026

HOLDEN LAW GROUP, APC

_____

Kevin Wooden
Attorneys for Defendant
The CBM Group, Inc.

EXHIBIT A

NOTICE OF PAGA SETTLEMENT AND APPROVAL

<<Mailing Date>>

[ILYM GROUP, INC. LETTERHEAD]

To: <<First Name>><<Last Name>>
<<Street Address>>
<<City>> <<State>> <<Zip>>

Re: Settlement Payment from Placer County Superior Court Case No. S-CV-0053071

Dear <<First Name>><<Last Name>>:

Enclosed, please find a check made payable to you. This is your payment from the settlement of the lawsuit titled *Alicia D. Cole, et al. v. The CBM Group, Inc.* (the "Action"). You do not need to do anything to receive or cash this payment.

The Action against The CBM Group, Inc. ("Defendant") includes a claim pursuant to the California Labor Code Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq*. ("PAGA"). The Action was brought by Plaintiffs Alicia D. Cole and Steven Alex School (together, "Plaintiffs"), former employees of Defendant, on behalf of the State of California and all persons who worked for Defendant in California as non-exempt employees at any time from June 24, 2023, through June 22, 2026 ("PAGA Period"). You have been identified as one of the employees on whose behalf the case was brought.

Plaintiffs claimed that Defendant owed civil penalties under PAGA for alleged violations of the California Labor Code. The parties have reached a settlement of Plaintiffs' PAGA claims, and on <<DATE>>, the Court approved the parties' PAGA settlement, including the amount of civil penalties to be paid under the settlement. A portion of the civil penalties goes to the State of California's Labor and Workforce Development Agency ("LWDA"). The remaining portion of the civil penalties goes to employees of Defendant who were allegedly affected by the alleged violations of the Labor Code. In agreeing to this settlement, Defendant does not admit that it is liable in any way to current or former employees for any violations of the California Labor Code or any penalties. The Court has not decided the merits of Plaintiffs' claims.

The amount allocated to aggrieved employees is being distributed on a *pro rata* basis, based on the respective number of pay periods the aggrieved employees worked for Defendant during the PAGA Period. Based on Defendant's records **your Individual PAGA Payment is $_____**. This is based on Defendant's records showing that **you worked _____ PAGA Pay Periods** during the PAGA Period.

Pursuant to the settlement, enclosed is a check for your share of a portion of the civil penalties. This check will remain valid for 180 days from the date of issuance. If you do not cash your check within 180 days of issuance, the funds will be transmitted by the Administrator to the California State Controller's Unclaimed Property Fund in your name.

While you were not a party to the Action, you and the State of California have been bound by the settlement entered in this matter and approved by the Court, including the release contained in the settlement. The release pertains to civil penalties under PAGA only. The release includes all claims for civil penalties and any other available relief under PAGA that were alleged or reasonably could have been alleged based on the facts and claims raised in the

Operative Complaint and Plaintiffs' notices to the LWDA ("PAGA Notices"), including claims for civil penalties under PAGA based on Defendant's alleged violations of Labor Code sections 201, 202, 203, 204, 210, 221, 226, 226.7, 227.3, 246, 248.1, 248.2, 248.5, 351, 354, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2802, 2810.5, 2698, and 2699, *et seq.*; and provisions of the Industrial Welfare Commission (IWC) Wage Order(s) during the PAGA Period.

If you have any questions, you can contact _____, the Administrator, at _____-_____-_____