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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

SERGIO ROQUE, Plaintiff, vs. GLASS AMERICA CALIFORNIA, LLC, a California limited liability company; THE BOYD GROUP SERVICES, INC.; and DOES 1 THROUGH 100, inclusive, Defendants.	Case No.: 25STCV01009 [Assigned For All Purposes To: Hon. Judge Jeffery D. McFarland, Dept. 617] **STIPULATION FOR APPROVAL OF PAGA SETTLEMENT AND RELEASE; [PROPOSED] ORDER AND JUDGMENT** [Declaration of Arthur Sezgin, Esq. and exhibits in support thereof filed concurrently herewith]

I. INTRODUCTION

Plaintiff Sergio Roque ("Roque" or "Plaintiff") and Defendant Glass America California, LLC ("Glass America" or "Defendant") (together, the "Parties," and each, a "Party") have reached an agreement to settle the above-captioned action (the "Action"), which includes a cause of action pursuant to the California Labor Code Private Attorneys General Act ("PAGA"). The parties have memorialized the terms of the PAGA settlement in a Settlement Agreement (the "Settlement Agreement"). Attached as "**Exhibit A"** is a copy of the Settlement Agreement.

By this Stipulation, and pursuant to Labor Code section 2699, subdivision (s), Plaintiff and Defendant seek an order permitting settlement on the terms outlined in the Settlement Agreement.

Defendant adamantly denies any legal liability or wrongdoing arising out of any of the facts or conduct alleged in the Action or PAGA Notice, and believes it has valid defenses to Plaintiff's claims. The Parties agree that representative treatment is for purposes of the Settlement only. If, for any reason the Court does not grant Approval or enter Judgment, Defendant reserves the right to challenge representative action treatment of the Action for any reasons, and Defendant reserves all available defenses to the claims in the Action or PAGA Notice.

It is the desire of the Parties to fully, finally, and forever compromise and discharge all claims known or unknown related to those alleged in the Action.

II. ALLEGATIONS AND INVESTIGATION

A. Defendant operates a private company specializing in automobile glass repair and replacement. Plaintiff started working as an Auto Glass Technician for Defendant in or around 2023.

B. Plaintiff represents that pursuant to Labor Code section 2699.3, on August 21, 2024, Plaintiff gave written notice by electronic service to the California Labor and Workforce Development Agency ("LWDA") and via certified mail to Defendant of his claims against Defendant ("PAGA Notice"). In the PAGA Notice to the LWDA, Plaintiff purported to assert on behalf of himself and on a PAGA representative basis that Defendant violated various laws based on the various theories of liability, including, but not limited to Defendant's alleged failure to: provide meal periods; provide rest periods; pay for all hours worked; pay minimum wages; pay overtime wages; provide accurate wage statements; timely pay all wages due in accordance with time periods prescribed by law; and timely pay all final wages at separation of employment.

Plaintiff filed his lawsuit against Defendant on January 15, 2025, in the Superior Court for the State of California, County of Los Angeles, Case No. 25STCV01009, asserting eight causes of action for (1) unpaid minimum wages, (2) unpaid overtime wages, (3) failure to timely pay final wages, (4) failure to provide meal and rest periods, (5) statutory unfair competition, (6) failure to provide accurate itemized wage statements, (7) failure to provide employee personnel file, and (8) PAGA penalties. Plaintiff asserts the first through seventh causes of action individually. He additionally pursues all but the fifth cause of action on a PAGA representative basis. See concurrently filed Declaration of Arthur Sezgin, Esq. (hereinafter "Sezgin Decl."), ¶ 3.

C. Under the terms of the Settlement Agreement, the PAGA Period means the period from November 11, 2023 to and including the entry date of the Court's order approving the Settlement and entering judgment thereon. Also under the terms of the Settlement Agreement, the PAGA Group and PAGA Group Members mean all current and former non-exempt employees employed by Defendant in California at any time during the PAGA Period. Based on a review of its records, Defendant estimated that there were approximately 59 PAGA Group Members who collectively worked a total of approximately 2,000 pay periods as non-exempt employees for Defendant in California between November 11, 2023 and February 26, 2026 (the date of the Parties' mediation).

D. On February 26, 2026, the Parties attended a full-day mediation session with experienced wage-and-hour mediator, Jill R. Sperber, Esq. In connection with the mediation, Plaintiff requested and Defendant provided information related to employees who worked for Defendant as non-exempt employees in California, including the total number of employees and total number of pay periods, among other things. Defendant also produced various documents requested by Plaintiff, including relevant policies and time and payroll records for all PAGA Group Members. In these and other ways, the Parties investigated the facts and analyzed the relevant legal issues with regard to the claims in the Action and Defendant's defenses to them. Based on this investigation and analysis, Plaintiff believes the Action has merit, while Defendant believes the Action has no merit. The Parties have each considered the uncertainties of continued litigation and the benefits to be obtained under the proposed settlement, and have considered the costs, risks, and delays associated with the continued prosecution of the Action and the likely appeals of any rulings in favor Plaintiff or Defendant. The February 26, 2026 mediation culminated in an agreement between the Parties to fully and finally settle the Action and all individual disputes Plaintiff may have with the Released Parties, which the Parties memorialized in a Memorandum of Understanding executed the same day. See Sezgin Decl., ¶ 4.

E. It is the Parties' intention and the objective of the Settlement to avoid the costs of further litigation and trial, and to settle and dispose of, fully and completely and forever, the claims released and described in the Settlement Agreement. See Sezgin Decl., ¶ 5.

F. Plaintiff submits that he has sufficiently conducted investigation of the facts and law through the time a resolution was agreed to. Counsel for Plaintiff further submits that he has investigated the applicable law as applied to the facts discovered regarding Plaintiff's claims, the defenses thereto, and the Labor Code violations claimed by Plaintiff. Counsel for Plaintiff contends that, based on his own independent investigation and evaluation, and despite the sharply disputed legal and factual issues, he is of the opinion that the Settlement for the consideration and on the terms set forth in the Settlement Agreement are fair, reasonable, and adequate and are in the best interests of Plaintiff, the PAGA Group, and Defendant in light of all known facts and circumstances and the risks and costs inherent in litigation. See Sezgin Decl., ¶ 6.

G. Plaintiff further submits that the issues presented in the PAGA claim are likely only to be resolved with extensive and costly pretrial and trial proceedings, and that further litigation will cause inconvenience, distraction, disruption, delay, and expense disproportionate to the maximum potential benefits. See Sezgin Decl., ¶ 7.

H. The Court has not ruled on the merits of Plaintiff's claims or Defendant's defenses.

III. <u>FAIRNESS OF THE SETTLEMENT</u>

A. While this lawsuit includes a PAGA claim, there is no requirement to follow the class action procedural rules for obtaining approval of the Parties' Settlement. (See *Arias v. Superior Court* (2009) 46 Cal.4th 969, 977.) Plaintiff submits that the Settlement is fair, as he contends that the Settlement was reached through arm's-length bargaining in front of an experienced wage and hour mediator, that the Settlement was based on sufficient investigation and discovery, and that Plaintiff's counsel has extensive experience in PAGA actions, and given the claims at issue and risks of arbitration and/or trial.

B. Plaintiff's counsel submits that he has significant experience in litigating PAGA actions.

C. Plaintiff believes that the strongest claims are that Plaintiff and other PAGA Group Members were not provided timely, uninterrupted meal and rest breaks, and that there would be derivative penalties under Labor Code Section 226 based on the failure to itemize meal and rest break premiums on the paystubs. Defendant denies any wrongdoing or legal liability arising out of any of the facts or conduct alleged in the Action or PAGA Notice and believes it has valid defenses to Plaintiff's claims. Defendant denies all of Plaintiff's allegations and asserts that it has complied with all applicable laws and regulations in connection with its employment of Plaintiff and the PAGA Group. Defendant further contends this Action cannot be manageably tried on a groupwide basis. Defendant submits that there were no meal or rest break violations, and contends it had lawful meal and rest period policies and practices, as well as timekeeping policies and practices, and proving a violation would require individualized determinations, as Defendant contends non-compliance, if any, was on the part of employees, and was isolated and voluntary. In terms of Plaintiff's other claims for minimum wage violations and failure to compensate for all hours worked, for example, no issues, including rounding, unfavorable to Plaintiff and other PAGA Group Members were observed, and Defendant contends it maintained lawful timekeeping policies, paid employees for all recorded hours, and was not aware of off-the-clock or other alleged uncompensated work, if any. Defendant also contends the derivative claims, such as those based on alleged non-compliant wage statements, are without merit. As an example, Defendant submits that the wage statements it issued to employees met the requirements of Labor Code section 226, that there was no "knowing and intentional" violation, and that Plaintiff cannot show any injury as a result of any alleged wage statement violation.

D. Plaintiff contends the source of penalties available is under PAGA, which allows employees to seek civil penalties for certain violations of the Labor Code so long as the penalties are not unjust, arbitrary, oppressive, or confiscatory. There is a substantial risk that the Court could find either no penalties due as to some, or all claims, or reduce civil penalties to an insignificant amount if it is unpersuaded by Plaintiff's evidence of willful and intentional conduct. PAGA expressly counsels in support of such reduced awards. (See Lab. Code, § 2699, subd. (e)(2) [stating "[A] court may award a lesser amount than the maximum civil penalty amount specified by this part if, based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory."].)

E. Judges have awarded extremely small sums to PAGA claimants in the past, even before the significant PAGA reforms effective in June 2024, to which this case is subject. Indeed, Labor Code section 2699, subdivision (e)(1) permits a Court to award a *lesser* amount than the maximum civil penalty if, based on the facts and circumstances, to do otherwise would result in an award that is "unjust, arbitrary and oppressive or confiscatory." For example, in *Carrington v. Starbucks Corp.*, the Court of Appeal affirmed a judgment after trial which only provided for a PAGA penalty of $5.00 per pay period. (*Carrington v. Starbucks Corp.* (2018) 30 Cal.App.5th 504, 529.) Here, the settlement of $130,000.00 results in almost $65.00 per pay period (based on approximately 2,000 pay periods).

F. Plaintiff submits that the issues presented in the PAGA claim are likely only to be resolved with extensive and costly pretrial and trial proceedings, and Plaintiff believes that further litigation will cause inconvenience, distraction, disruption, delay, and expense disproportionate to the maximum potential benefits to the PAGA Group and Plaintiff from continued litigation.

G. The settlement of the PAGA claim involves monetary relief to the PAGA Group, Plaintiff, Plaintiff's counsel, and the State of California. Plaintiff submits that the PAGA settlement allows the PAGA Group to receive timely, guaranteed relief and will avoid the risk of an unfavorable judgment.

H. Furthermore, Plaintiff recognizes that continued litigation presents significant risks that support a significant downward departure from the amount of Plaintiff's estimated civil penalties. Plaintiff contends that, in view of the risks, the settlement represents a fair, adequate, and reasonable compromise amount for these claims and is in the best interest of Plaintiff and the PAGA Group and therefore warrants approval. Plaintiff contends that the PAGA settlement and its terms are fair, just, reasonable, adequate, and equitable to Defendant, Plaintiff, and the State, and are the product of good-faith, and informed arm's-length negotiations between the Parties, consistent with public policy and fully comply with applicable provisions of law.

IV. <u>TERMS AND PROCEDURES OF THE PAGA SETTLEMENT</u>

A. The Settlement Agreement covers any and all civil penalties claims arising from Plaintiff's PAGA claim in the Complaint and PAGA Notice, as laid out above. For the avoidance of uncertainty, this stipulation and release includes a release of claims under PAGA for violations of California Labor Code sections 201, 202, 203, 204, 204b, 210, 218.5, 221, 226, 226.3, 226.7, 226.8, 432, 510, 512, 558, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2698, 2699, 2699.3, and 2699.5 and the applicable Wage Order.

A. Without any admission of liability or wrongdoing, Defendant agrees to pay the total amount of $130,000.00 in settlement (the "Gross Settlement Amount" or "GSA") which will be divided and distributed as follows, subject to the Court's approval:

1) Not more than $5,000.00 as an Enhancement Award to Plaintiff;

2) Not more than $43,329.00 (33 1/3% of the GSA) in attorney's fees to Sezgin Khousadian LLP;

3) Not more than $9,100.66 in attorney litigation costs and expenses to Sezgin Khousadian LLP;

4) $2,000.00 in Administration Expenses Payment to the Settlement Administrators (ILYM Group, Inc.);

5) $70,570.34 (the "Net Settlement Amount" or "NSA") will be divided as follows:

   i. $45,870.72 (65% of "NSA") to the LWDA, which represents civil penalties payable to the LWDA under PAGA, Labor Code section 2698 et seq.; and

   ii. $24,699.62 (35% of NSA) (the "Individual PAGA Payment(s)") to the PAGA Group Members which represents civil penalties payable to them as compensation for civil penalties that are allegedly owed on the representative PAGA claim for the PAGA Period. See Sezgin Decl., ¶ 8.

B. Plaintiff and each PAGA Group Member shall receive an Individual PAGA Payment, which means a PAGA Group Member's share of 35% of the Net Settlement calculated according to the number of PAGA Pay Periods the PAGA Group Member worked as a non-exempt employee of Defendant in California during the PAGA Period. A PAGA Pay Period means the number of biweekly pay periods during the PAGA Period during which a PAGA Group Member worked as a non-exempt employee of Defendant in California for at least one day. PAGA Pay Periods shall be calculated according to Defendant's records and included in the PAGA Group Information List for each PAGA Group Member. For purposes of computing taxes, one hundred percent (100%) of the Individual PAGA Payment shall be considered to be a civil penalty and shall therefore not be subject to withholding, unless otherwise required by law. The Administrator shall file proof of payment.

C. **Paga Group Size Estimates**. Based on a review of its records, Defendant estimated that there were approximately 59 PAGA Group Members who collectively worked a total of approximately 2,000 pay periods as non-exempt employees for Defendant in California between November 11, 2023 and February 26, 2026 (the date of the Parties' mediation). In the event that the total number of pay periods between November 11, 2023 and March 30, 2026 exceeds the amount of Defendant's estimate of 2,000 pay periods by more than ten percent (10%), Defendant shall increase the Gross Settlement Amount proportionately by the same percentage points above 10%. For example, if the number of pay periods between November 11, 2023 and March 30, 2026 is 12% more than 2,000 (or 2,240 pay periods in total), then the Gross Settlement Amount shall increase by 2% or $2,600.00, for an increased Gross Settlement Amount of $132,600.00. Or, Defendant may, in its sole discretion, adjust the length of the PAGA Period by moving the end date to an earlier date to avoid triggering this escalator clause.

IV. <u>TERMS AND PROCEDURES OF PLAINTIFF'S INDIVIDUAL SETTLEMENT</u>

A. At the mediation discussed above, the Parties also resolved Plaintiff's individual claims and entered into an Individual Settlement Agreement. "Individual Settlement Agreement" as hereinafter referenced means the separate individual settlement agreement between Plaintiff, on the one hand, and Defendant, on the other, pursuant to which Plaintiff and Plaintiff's Counsel will be paid, separate and apart from any and all sums paid from the Gross Settlement Amount pursuant to this Agreement, the Individual Settlement Payment, in exchange for Plaintiff's general release of all claims against all of the Released Parties, including his waiver of Civil Code section 1542 with respect to each of them, among other terms and conditions specified and agreed in the Individual Settlement Agreement.

B. "Individual Settlement Payment" means the payment pursuant to the Individual Settlement Agreement, separate and apart from any and all sums paid from the Gross Settlement Amount pursuant to the Settlement Agreement, in the amount of $65,000.00, of which $5,000.00 is to be payable to Plaintiff as and for alleged unpaid wages, $30,450.00 is to be payable to Plaintiff, representing a compromise payment as and for any and all claims Plaintiff may have for noneconomic damages of any type, including penalties and interest, and $29,550.00 is to be payable to Plaintiff's Counsel as and for attorneys' fees and costs attributable to Plaintiff's individual claims. Defendant will also issue a Mediation Reimbursement Payment in the amount of $6,225.00 (i.e., one fourth of the total mediation fee paid by the parties to mediate with Jill R. Sperber, Esq.).

V. PLAINTIFF CONTENDS THAT THE PROPOSED AMOUNT FOR ATTORNEY'S FEES AND LITIGATION COSTS & EXPENSES IS FAIR, ADEQUATE, AND REASONABLE AND WARRANTS APPROVAL

A. Plaintiff's counsel submits that he is representing Plaintiff on a straight contingency basis. Plaintiff counsel further submits that his request for $43,329.00 in attorney fees and $9,100.66 in litigation costs and expenses is fair and reasonable. "Empirical studies show that, regardless of whether the percentage method or the lodestar method is used, fee awards in class actions average around one-third of the recovery." (*Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 47 fn. 11; see also *Lafitte v. Robert Half Int'l Inc.* (2016) 1 Cal.5th 480, 503 [holding courts can use the percentage method for the calculation of attorneys' fees].) Plaintiff's counsel also submits that this is consistent with his experience in cases involving PAGA claims. Plaintiff's counsel contends this award is justified here because Plaintiff's counsel achieved a strong result for the PAGA Group and the State while bearing the burdens of contingency representation.

B. Plaintiff's counsel contends it is an accepted practice in a wage-and-hour class action settlement to award attorney's fees to plaintiff's counsel based on a percentage of the total settlement value agreed upon by the parties. Plaintiff submits that California courts have long recognized that an appropriate method for awarding attorney's fees in class actions is to award a percentage of the common fund. (See *Serrano v. Priest* (1977) 20 Cal.3d. 25, 34 ["when a number of persons are entitled in common to a specific fund, and an action brought by a plaintiff or plaintiffs for the benefit of all results in the creation or preservation of that fund, such plaintiff or plaintiffs may be awarded attorney's fees out of the fund"]; see also *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 230, 254; *see also Lealao v. Beneficial California, Inc.* (2000) 82 Cal.App.4th 19, 26-30.)

C. Plaintiff's counsel represents that the litigation costs and expenses Plaintiff's counsel expended to aid in the representation of the PAGA Group total $9,100.66 and include the following: (1) the original PAGA notice filing fee in the amount of $75.00; (2) complaint filing fee in the amount of $458.72; (3) service and other filing fees in the total amount of $214.44; (4) expert analysis fee in the amount of $2,127.50; and (5) mediation fees in the amount of $6,225.00 (i.e., one fourth of the total mediation fee paid by the parties to mediate with Jill R. Sperber, Esq.). See Sezgin Decl., ¶ 9.

VI. NO ADMISSION OF LIABILITY OR WRONGDOING

The payment of consideration or any other obligation are not and shall not be construed in any way as an admission of wrongdoing or liability on the part of Defendant, or any other person or business entity. Defendant adamantly denies all allegations of wrongdoing arising out of the employment relationship between the Parties, including the PAGA Group. The Parties intend merely to avoid the expense, delay, uncertainty, and burden of continued litigation.

VII. PAGA SETTLEMENT ADMINISTRATION

A. **Administration:** The Parties agree to use ILYM Group, Inc. to handle the administration of the Settlement.

B. **Administration Costs And Expenses:** Per the terms of the Settlement Agreement, all costs and expenses due to the Administrator in connection with its administration of the Settlement described in the Settlement Agreement, including, but not limited to, formatting and mailing the Notice of Settlement and Individual PAGA Payments, performing a National Change of Address database search to update PAGA Group Members' addresses prior to the mailing, performing skip-traces to locate and update PAGA Group Members' addresses, calculating, and distributing Individual PAGA Payments, and any other tasks requested by the Parties or by the Court, among other tasks as reflected within the Settlement Agreement, will be paid from the Gross Settlement Amount to reimburse the Administrator 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.

C. **<u>Funding And Distribution:</u>**

PAGA Group Information List: Not later than fifteen (15) calendar days after the Effective Date, Defendant will deliver in a secure fashion to the Administrator the PAGA Group Information List. If this deadline falls on a weekend or holiday, the deadline will be extended to the next business day. To protect PAGA Group Members' privacy rights, the Administrator must maintain the PAGA Group Information List in confidence, use the PAGA Group Information List only for purposes of the Settlement and for no other purpose, and restrict access to the PAGA Group Information List to the Administrator's employees who need access to the PAGA Group Information List to effectuate administration of the Settlement under this Agreement. Defendant will promptly notify Plaintiff's Counsel if it discovers that the Information List omitted PAGA Group Member identifying information and provide corrected or updated information to the Administrator as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the PAGA Group Information List to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted data.

Funding of the Settlement Fund Amount*:* Within fifteen (15) calendar days from the Effective Date, Defendant shall remit the Settlement Fund Amount ($130,000.00) to the Administrator for the establishment of the Settlement Fund, which shall be in full and final satisfaction of the following: the Individual PAGA Payments, the LWDA Payment, the Fees and Expenses Award, the Enhancement Award, and the Administration Expenses Payment. If this deadline falls on a weekend or holiday, the deadline will be extended to the next business day. As a material term of the Settlement, Plaintiff's waiver of appellate rights is a condition to Defendant's obligation to fund the Settlement Fund Amount. If Plaintiff or Plaintiff's counsel files any appeal, petition for writ, or other request for appellate review concerning the Approval Order or Judgment, Defendant's obligation to fund the settlement shall be immediately suspended pending dismissal of such filing, and Defendant may seek enforcement of this provision.

Distribution of the Gross Settlement Amount: Within ten (10) business days after Defendant's remittance to the Administrator of the Settlement Fund Amount, the Administrator shall establish the Settlement Fund and distribute checks for all Individual PAGA Payments, the LWDA Payment, the Administration Expenses Payment, the Fees and Expenses Payment, and the Enhancement Award pursuant to the Plan of Allocation. Also within ten (10) business days after Defendant's remittance of the Settlement Fund Amount, the Administrator shall provide Defendant's Counsel a written report listing each PAGA Group Member and the amount of the Settlement Payment to be made to each of them.

The Administrator will issue checks for the Individual PAGA Payments and send them to the PAGA Group Members via First Class U.S. Mail, postage prepaid, together with the Notice of Settlement which shall substantially conform to Exhibit A to the Settlement Agreement. The face of each check shall prominently state the date of issuance and shall remain valid and negotiable for one hundred eight (180) days after the date of issuance and shall thereafter be automatically voided if not cashed by the PAGA Group Member within that time. The Administrator will be responsible for cancelling all checks not cashed by the void date. Upon the voiding of a PAGA Group Member's check, the PAGA Group Member's right to participate in the Settlement shall be extinguished, although the individual shall remain a PAGA Group Member bound by the Judgment entered in the Action. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database.

The Administrator must conduct an Address Search for all other PAGA Group Members 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 Address Search. The Administrator need not take further steps to deliver checks to PAGA Group Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a requested replacement check to any PAGA Group Member whose original check was lost or misplaced, prior to the void date.

For any Individual PAGA Payment check that remains 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 PAGA Group Member to be held in trust for that person. The Parties agree that this disposition results in no "unpaid residue," as the Individual PAGA Payments will be paid out to the PAGA Group Members, whether or not they all cash their settlement checks. Therefore, Defendant will not be required to pay any interest on such amounts.

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

Non-Cashed Settlement Checks: PAGA Group Members shall have one hundred eighty days (180) to cash their checks. For any Individual PAGA Payment check that remains 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 PAGA Group Member to be held in trust for that person.

VIII. <u>TAXES</u>

Plaintiff and PAGA Group Members will be solely and legally responsible to pay any and all applicable taxes on the Individual PAGA Payments and will hold Defendant harmless from any claim or liability for taxes, penalties, or interest arising as a result of the payments..

IX. <u>RELEASED CLAIMS</u>

Effective upon the date when the Administrator fully funds the entire Gross Settlement Amount, Plaintiff, Plaintiff's Counsel, the State of California, and all PAGA Group Members will release claims against all Released Parties as follows:

PAGA Release. Plaintiff, Plaintiff's Counsel, the State of California, and all PAGA Group Members, on behalf of themselves and their and their respective current, former, and future representatives, agents, attorneys, administrators, successors, and assigns, shall be deemed to have, and by operation of the Judgment shall have, expressly released, waived, and discharged the Released Parties from the Released PAGA Claims, and they shall each be bound by the Approval Order and Judgment and be forever barred from pursuing any of the Released PAGA Claims against any of the Released Parties. The Approval Order and Judgment will have the same effect under *Arias v. Superior Court* (2009) 46 Cal.4th 969, as if the Action had been litigated to a judgment covering all PAGA Group Members. This means that, by operation of the Approval Order and Judgment, neither the State of California nor any of the PAGA Group Members (including Plaintiff) may pursue recovery of civil penalties from Defendant or any of the Released Parties for any of the Released PAGA Claims.

Plaintiff's Release. Plaintiff's general release of claims and waiver of rights under Civil Code Section 1542 are set forth in the Individual Settlement Agreement.

X. CONCLUSION

The Parties respectfully request the Court approve this Stipulation and the Settlement Agreement attached hereto as Exhibit A, and enter judgment thereon.

Dated: May 27, 2026

SEZGIN KHOUSADIAN LLP

By: Arthur Sezgin

ARTHUR SEZGIN, ESQ.
Attorneys for PLAINTIFF
SERGIO ROQUE

Dated: May 28, 2026

DAVIS WRIGHT TREMAINE LLP

By: Tritia M. Murata

TRITIA M. MURATA, ESQ.
Attorneys for DEFENDANT
GLASS AMERICA CALIFORNIA, LLC

[PROPOSED] ORDER AND JUDGMENT

Under Labor Code section 2699, subdivision (s)(2) of the Labor Code Private Attorneys General Act of 2004 ("PAGA"), the Parties submitted a Stipulation for Approval of Settlement under PAGA.

Plaintiff's Complaint, filed on or about January 15, 2025 in the Superior Court for the State of California, County of Los Angeles, Case No. 25STCV01009 (the "Action"), seeks PAGA penalties on individual and representative basis, in relation to alleged violations of the predicate statutes set forth in Plaintiff's Complaint and the letter to the Labor Workforce and Development Agency ("LWDA") dated August 21, 2024 ("PAGA Notice"), asserted on behalf of all current and former non-exempt employees employed by Defendant in California at any time from November 11, 2023 to and including the entry date of this Approval Order and Judgment.

Under PAGA, in any action brought by an aggrieved employee, the Court "shall review and approve any settlement of any civil action filed pursuant to this part." (Lab. Code, § 2699, subd. (s)(2).) Accordingly, the Court, having considered the proposed settlement set forth in the Settlement Agreement, including the proposed PAGA penalties, under Labor Code section 2699, subdivision (s)(2), having considered the stipulation filed in support of the proposed settlement, and good cause appearing, HEREBY ORDERS AS FOLLOWS:

1. Capitalized terms in this Approval Order shall have the same meanings they are given in the PAGA Settlement Agreement attached as **Exhibit A** to the Stipulation for Approval of PAGA Settlement and Release;
2. The Court finds that this Action presents a good-faith dispute of the PAGA claims alleged and that the Parties reached settlement as a result of arm's-length negotiations;
3. The Court finds in favor of settlement approval, and therefore approves settlement of the PAGA claim in above-captioned action in its entirety, as set forth in the Settlement Agreement, and further finds that the definitions, terms and conditions including each of the releases and other terms, are fair, just, reasonable, and adequate;

4. The Court also finds that Plaintiff submitted the Settlement Agreement to the LWDA in conformity with Labor Code section 2699, subdivision (s)(2), and that the LWDA has not sought to intervene or appear in the Action;
5. The Court further finds that effective upon the date when the Administrator fully funds the entire Gross Settlement Amount, in exchange for the Individual PAGA Payments and the LWDA Payment, Plaintiff, Plaintiff, Plaintiff's Counsel, the State of California, and all PAGA Group Members as the representative for the State of California, the State of California, and all PAGA Group Members, on behalf of themselves and their respective current, former, and future representatives, agents, attorneys, administrators, successors, and assigns, shall be deemed to have, and by operation of this Approval Order and Judgment shall have, expressly released, waived, and discharged the Released Parties from the all claims asserted pursuant to California Labor Code section 2698 et seq., that arise out of or are related to the claims, rights, demands, debts, liabilities, obligations, damages, and actions or causes of action of any kind that were alleged in the Complaint in the Action or PAGA Notice, or that could have been alleged against any of the Released Parties, arising from, related to, or based on the same set of operative facts as those set forth in the Complaint in the Action or PAGA Notice, or based on any facts discovered in the course of litigating the Action during the PAGA Period, including (without limitation), all claims for PAGA penalties based on alleged (i) unpaid wages, including unpaid minimum wages, straight-time wages, and overtime wages; (ii) failure to timely pay final wages, (iii) failure to provide meal and rest periods, (iv) wage statement violations, (vi) failure to provide employee personnel file, and (vi) all claims asserted under California Labor Code sections 201, 202, 203, 204, 204b, 210, 218.5, 221, 226, 226.3, 226.7, 226.8, 432, 510, 512, 558, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2698, 2699, 2699.3, and 2699.5, and (viii) all claims asserted under the Wage Orders promulgated by the Industrial Welfare Commission ("IWC") thereunder based on the

preceding claims listed in (i) through (vi), and they shall each be bound by this Approval Order and Judgment and be forever barred from pursuing any of the Released PAGA Claims against any of the Released Parties. This Approval Order and Judgment shall have the same effect under *Arias v. Superior Court* (2009) 46 Cal.4th 969, as if this Action had been litigated to a judgment covering all PAGA Group Members. This means that, by operation of this Approval Order and Judgment, neither the State of California nor any of the PAGA Group Members (including Plaintiff) may pursue recovery of civil penalties from Defendant or any of the Released Parties for any of the Released PAGA Claims;

6. The Court finds further that the foregoing release shall be binding on Plaintiff and the State of California, and shall bar any claim under PAGA brought by any person, including the Aggrieved Employees, on behalf of the State of California, as to the PAGA Released Claims;

7. The Parties are directed to comply with all terms of the Settlement Agreement, and Defendant is directed to make all payments required by the Settlement Agreement;

8. Under the Settlement Agreement, Defendant agrees to pay an all-in gross amount of **One Hundred Thirty Thousand Dollars and Zero Cents ($130,000.00)** (the "Gross Settlement Amount"). The Gross Settlement Amount is inclusive of the LWDA Payment, the Individual PAGA Payments, Administration Expenses Payment, the Enhancement Award, and the Fees and Expenses Payment to Plaintiff's Counsel. No portion of the Gross Settlement Amount will revert to Defendant. Plaintiff's counsel requests an award of attorney's fees in the amount of **Forty-Three Thousand Three Hundred Twenty-Nine Dollars and Zero Cents ($43,329.00)**, and litigation costs and expenses in the amount of **Nine Thousand One Hundred Dollars and Sixty-Six Cents ($9,100.66)**. The Administrator, ILYM Group, Inc., requests administration costs of **Two Thousand Dollars and Zero Cents ($2,000.00)**. The Court finds the Gross Settlement Amount is fair, reasonable, and adequate, and approves each of these payments, and directs the Administrator to make the above payments from the Gross Settlement Amount as follows:

a. $5,000.00 Enhancement Award to Plaintiff;

b. $43,329.00 in attorney's fees to Sezgin Khousadian LLP;

c. $9,100.66 in litigation costs and expenses to Sezgin Khousadian LLP;

d. $2,000.00 in Administration Expenses Payment to ILYM Group, Inc.;

e. After deducting the foregoing payments, the estimated remainder of approximately $70,570.34 shall form the Net Settlement Amount ("NSA"). Pursuant to Labor Code Section 2699(m), the NSA will then be distributed 65 percent ($45,870.72) to the LWDA, and the remaining 35 percent ($24,699.62) to the PAGA Group Members on a pro rata basis, as set forth in the Settlement Agreement.

f. The Court approves these payments as fair, just, reasonable and adequate and directs the Administrator to issue checks for the LWDA Payment, Individual PAGA Payments, along with a Notice of Settlement, the Administration Expenses Payment, the Fees and Expense Payment, and the Enhancement Award and to otherwise carry out its duties as set forth in the Settlement Agreement; and

9. The Court approves the Notice of PAGA Settlement attached as Exhibit A to the Settlement Agreement and the Administrator shall distribute the Notice to the PAGA Group at the same time that it distributes the Individual PAGA Payments.

10. PAGA Group Members shall not have the right to opt out of or object to the Settlement.

11. No individualized notice of this Approval Order and Judgment is required to be provided to the PAGA Group. This Approval Order and Judgment shall be submitted to the LWDA by Plaintiff's Counsel through the online system established for the filing of notices and documents within seven (7) days of the entry of this Order and Judgment, in conformity with California Labor Code 2699(s)(3).

12. The above-referenced Action and all claims asserted by Plaintiff individually and in a representative capacity are hereby DISMISSED WITH PREJUDICE. The Court reserves exclusive and continuing jurisdiction over the Action and the Parties under Code of Civil

Procedure section 664.6 for the purpose of supervising implementation, enforcement, construction, administration, and interpretation of the Settlement Agreement.

IT IS SO [PROPOSED] ORDERED.

Dated: ________________________ ____________________________________

Hon. Judge Jeffery D. McFarland

EXHIBIT A

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement" or "Settlement") is made by and between plaintiff Sergio Roque ("Plaintiff"), and defendant Glass America California, LLC ("Defendant"). The Agreement refers to Plaintiff and Defendant collectively as the "Parties," or individually as a "Party."

1. DEFINITIONS.

1.1 "Action" means the action entitled *Sergio Roque v. Glass America California, LLC*, Case No. 25STCV01009, filed on January 15, 2025 and pending in the Superior Court of the State of California, County of Los Angeles.

1.2 "Agreement" means this PAGA Settlement Agreement, including all Exhibits referred to herein and attached hereto.

1.3 "Administrator" or "Settlement Administrator" means ILYM Group, Inc, the neutral third-party entity the Parties have agreed to appoint to administer the Settlement.

1.4 "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 this Settlement.

1.5 "Approval Date" means the date on which the Court enters the Order Approving Settlement and Judgment Thereon.

1.6 "Approval Order" or "Judgment" means the Court's Order Approving Settlement and Entering Judgment Thereon approving the Settlement and this Agreement

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

1.8 "Complaint" means the operative complaint filed by Plaintiff on January 15, 2025.

1.9 "Defendant" means named defendant Glass America California, LLC.

1.10 "Defense Counsel" means Davis Wright Tremaine LLP.

1.11 "Effective Date" means the date on which the Judgment becomes final. The Judgment is final on the court day the Parties are provided notice of the Court's entry of Judgment in the action, with no objections by either Party, no interventions (attempted or permitted) by any non-party or by the LWDA, and no objections by the LWDA being made. To the fullest extent permitted by law, Plaintiff, individually and on behalf of the State of California and the PAGA Group, knowingly and voluntarily waives any right to appeal, seek reconsideration of, or otherwise challenge the Court's Approval Order, the Judgment entered thereon, and any Fee and Expenses Payment or Enhancement Award approved by the Court. Plaintiff further agrees not to file or cause to be filed any appeal, writ, or other proceeding seeking to review, vacate, modify, or overturn the Court's Approval Order or the Judgment entered pursuant to that order.

1.12 "Enhancement Award" means the payment authorized by the Court to Plaintiff, if any, as contemplated in Section 3 of this Agreement.

1.13 “Fees and Expenses Payment” means such award of attorneys’ fees and costs/expenses as the Court may authorize to be paid to Plaintiff’s Counsel for the services they have rendered in this Action attributable to the PAGA claims.

1.14 “Gross Settlement Amount” means $130,000.00, which is the total amount Defendant agrees to pay for any and all purposes under the Agreement. The Gross Settlement Amount will be used to pay the Individual PAGA Payments, the LWDA Payment, the Fees and Expenses Payment to Plaintiff’s Counsel, the Enhancement Award, and the Administration Expenses Payment.

1.15 “Individual Claims” means Plaintiff’s individual claims against Defendant in the Action.

1.16 “Individual PAGA Payment(s)” means a PAGA Group Member’s share of 35% of the Net Settlement calculated according to the number of PAGA Pay Periods the PAGA Group member worked as a non-exempt employee of Defendant in California during the PAGA Period.

1.17 “Individual Settlement” means the settlement of Plaintiff’s Individual Claims.

1.18 “Individual Settlement Payment” means the payment pursuant to the Individual Settlement Agreement, separate and apart from any and all sums paid from the Gross Settlement Amount pursuant to this Agreement, in the amount of $65,000.00, of which $5,000.00 is to be payable to Plaintiff as and for alleged unpaid wages, $30,450.00 is to be payable to Plaintiff, representing a compromise payment as and for any and all claims Plaintiff may have for noneconomic damages of any type, including penalties and interest, and $29,550.00 is to be payable to Plaintiff’s Counsel as and for attorneys’ fees and costs attributable to Plaintiff’s individual claims.

1.19 “Individual Settlement Agreement” means the separate individual settlement agreement between Plaintiff, on the one hand, and Defendant, on the other, pursuant to which Plaintiff and Plaintiff’s Counsel will be paid, separate and apart from any and all sums paid from the Gross Settlement Amount pursuant to this Agreement, the Individual Settlement Payment, in exchange for Plaintiff’s general release of all claims against all of the Released Parties, including his waiver of Civil Code section 1542 with respect to each of them, among other terms and conditions specified and agreed in the Individual Settlement Agreement.

1.20 “LWDA” means the California Labor & Workforce Development Agency.

1.21 “LWDA Payment” means the 65% of the Net Settlement Amount paid to the LWDA under Labor Code section 2699, subdivision (i).

1.22 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: the Fees and Expenses Payment, the Enhancement Award, and the Administration Expenses Payment. The remainder is to be paid to PAGA Group Members as Individual PAGA Payments and the LWDA as the LWDA Payment pursuant to this Agreement.

1.23 “Notice of Settlement” means the notice to be mailed to PAGA Group Members with their Individual PAGA Payments, which shall explain how the Individual PAGA Payment was calculated and which shall substantially conform to Exhibit A attached hereto.

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

1.25 "PAGA Group" or "PAGA Group Members" means all current and former non-exempt employees employed by Defendant in California at any time during the PAGA Period.

1.26 "PAGA Group Information List" means the following information with respect to each PAGA Group Member, as reflected in Defendant's records: (i) last known full name, (ii) last known mailing address, (iii) last known telephone number, (iv) Social Security number, and (v) individual number of PAGA Pay Periods during the PAGA Period, as determined by Defendant's records. The PAGA Group Information List is to be provided by Defendant to the Administrator as provided in Section 4, below.

1.27 "PAGA Group Member" means any individual member of the PAGA Group.

1.28 "PAGA Period" means the period from November 11, 2023 to and including the entry date of the Approval Order or Judgment.

1.29 "PAGA Notice" means the notice dated August 21, 2024, filed on behalf of Plaintiff with the LWDA against Defendant.

1.30 "PAGA Pay Period(s)" means the number of biweekly pay periods during the PAGA Period during which a PAGA Group Member worked as a non-exempt employee of Defendant in California for at least one day. PAGA Pay Periods shall be calculated according to Defendant's records and included in the PAGA Group Information List for each PAGA Group Member.

1.31 "Plaintiff" means Sergio Roque, the named plaintiff in the Action.

1.32 "Plaintiff's Counsel" means the law firm of Sezgin Khousadian LLP.

1.33 "Released PAGA Claims" means all claims asserted pursuant to California Labor Code section 2698 et seq., that arise out of or are related to the claims, rights, demands, debts, liabilities, obligations, damages, and actions or causes of action of any kind that were alleged in the Complaint in the Action or PAGA Notice, or that could have been alleged against any of the Released Parties, arising from, related to, or based on the same set of operative facts as those set forth in the Complaint in the Action or PAGA Notice, or based on any facts discovered in the course of litigating the Action during the PAGA Period, including (without limitation), all claims for PAGA penalties based on alleged (i) unpaid wages, including unpaid minimum wages, straight-time wages, and overtime wages; (ii) failure to timely pay final wages, (iii) failure to provide meal and rest periods, (iv) wage statement violations, (vi) failure to provide employee personnel file, and (vi) all claims asserted under California Labor Code sections 201, 202, 203, 204, 204b, 210, 218.5, 221, 226, 226.3, 226.7, 226.8, 432, 510, 512, 558, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2698, 2699, 2699.3, and 2699.5, and (viii) all claims asserted under the Wage Orders promulgated by the Industrial Welfare Commission ("IWC") thereunder based on the preceding claims listed in (i) through (vi).

1.34 "Released Parties" means Glass America California, LLC and its present, former, and future, direct and indirect parent companies (including, without limitation, Boyd Group Services, Inc.), subsidiaries, affiliates, divisions, corporations in common control, owners, predecessors, successors and assigns; and each of their respective present, former, and future, direct and indirect owners, members, officers, directors, employees, contractors, partners (both general and limited), shareholders, agents, attorneys, insurers, and any other successors, assigns, or legal representatives; and any other individual or entity which could be liable for any or all of the Released PAGA Claims.

1.35 "Settlement Fund Amount" means the total amount that Defendant shall remit to the Administrator in accordance with Section 4, below, which shall consist of the following amounts, the aggregate of which shall not exceed the Gross Settlement Amount (unless the escalator clause identified in Section 8 herein is triggered): (a) the LWDA Payment, (b) the Individual PAGA Payments, (c) the Fees and Expenses Award, (d) the Enhancement Award, and (e) the Administration Expenses Payment.

1.36 "Settlement Fund" means the fund established and administered by the Administrator for the purpose of receiving and disbursing amounts to be paid to the LWDA, the PAGA Group Members, Plaintiff, Plaintiff's Counsel, and the Administrator pursuant to this Agreement. The Settlement Fund shall be funded by Defendant following the Effective Date in accordance with Section 4, below.

1.37 "Settlement Payment" means the amount that the Administrator determines is owed to a PAGA Group Member pursuant to the Plan of Allocation described in Section 4, below.

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

1.39 "Total Settlement Amount" means $195,000.000, which is the maximum, combined total amount that Defendant shall be required to pay for any and all purposes under this Agreement and the Individual Settlement Agreement. Under no circumstances shall Defendant pay a penny more than the Total Settlement Amount in connection with the Settlement and the Individual Settlement, combined, except for any employer payroll taxes owed on any portion of the Individual Settlement Payment treated as wages, the Mediation Reimbursement Payment in the amount of Six Thousand Two Hundred Twenty-Five Dollars and No Cents ($6,225.00), as and for reimbursement of Plaintiff's share of the mediation fees attributable to his individual claims in the Action, or in the event the escalator clause provided in Section 8 is triggered.

2. RECITALS.

2.1 On August 21, 2024, Plaintiff filed a PAGA Notice with the LWDA, alleging various violations of the Labor Code.

2.2 On January 15, 2025, Plaintiff filed a lawsuit against Defendant and Boyd Group Services, Inc. in Los Angeles County Superior Court, entitled *Sergio Roque v. Glass America California, LLC, et al.*, Case No. 25STCV01009, asserting eight causes of action for (1) unpaid minimum wages, (2) unpaid overtime wages, (3) failure to timely pay final wages, (4) failure to provide meal and rest periods, (5) statutory unfair competition, (6) failure to provide accurate itemized wage statements, (7) failure to provide employee personnel file, and (8) PAGA penalties. Plaintiff asserts the first through seventh causes of action individually. He additionally pursues all but the fifth cause of action on a PAGA representative basis.

2.3 On February 18, 2025, Defendant answered the Complaint, generally denying all of the allegations contained in it and asserting a number of separate and additional defenses.

2.4 On October 16, 2025, Plaintiff requested and the clerk of the Los Angeles Superior Court entered the dismissal of Boyd Group Services, Inc. as a defendant in the Action.

2.5 On February 26, 2026, a mediation was held with mediator Jill Sperber. In connection with the mediation, Plaintiff requested and Defendant provided information related to employees who worked for Defendant as non-exempt employees in California, including the total number of employees and total number of pay periods, among other things. Defendant also produced various documents requested by Plaintiff, including relevant policies and time and payroll records for all PAGA Group Members. In these and other ways, the Parties investigated the facts and analyzed the relevant legal issues with regard to the claims in the Action and Defendant's defenses to them. Based on this investigation and analysis, Plaintiff believes the Action has merit, while Defendant believes the Action has no merit.

2.6 The Parties have each considered the uncertainties of continued litigation and the benefits to be obtained under the proposed settlement, and have considered the costs, risks, and delays associated with the continued prosecution of the Action and the likely appeals of any rulings in favor Plaintiff or Defendant.

2.7 The February 26, 2026 mediation culminated in an agreement between the Parties to fully and finally settle the Action and all individual disputes Plaintiff may have with the Released Parties. The Parties executed a Memorandum of Understanding, memorializing the settlement to which they agreed at the mediation.

2.8 It is the Parties' intention and the objective of this Agreement to avoid the costs of further litigation and trial, and to settle and dispose of, fully and completely and forever, the claims released and described herein.

2.9 The Court has not ruled on the merits of Plaintiff's claims or Defendant's defenses.

2.10 The Parties, Plaintiff's Counsel, and Defense Counsel are unaware of any pending litigation asserting claims that may be affected by the Settlement.

3. MONETARY TERMS.

3.1 Gross Settlement Amount. Defendant promises to pay $130,000.00 and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount before the deadline stated in Section 4.2 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring PAGA Group Members 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 Plaintiff: An Enhancement Award of not more than $5,000.00, subject to Court approval, to Plaintiff for his efforts as a PAGA representative in furtherance of litigation and resolving the Action (in addition to any Individual PAGA Payment he is entitled to receive as a PAGA Group Member). Defendant will not oppose Plaintiff's request for an Enhancement Award that does not exceed this amount. As part of Plaintiff's motion or application for approval of the Settlement, Plaintiff will seek Court approval for any Enhancement Award. If the Court approves an Enhancement Award in an amount less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Enhancement Award using IRS Form 1099-MISC, which shall be provided to Plaintiff as well as applicable government authorities. Plaintiff assumes full responsibility and liability for employee taxes owed on his Enhancement Award. An award of an Enhancement Award less than the amount applied for will not be grounds for Plaintiff or Plaintiff's Counsel to challenge or withdraw from the Settlement.

3.2.2 To Plaintiff's Counsel: A Fees and Expenses Payment of not more than 33 and 1/3% of the Gross Settlement Amount ($43,329.00) plus actual expenses incurred (currently estimated to be $9,100.66), subject to Court approval, which shall represent payment for all of Plaintiff's Counsel's attorneys' fees, costs, and expenses, past and future, incurred in the Action attributable to the PAGA claims. Defendant will not oppose Plaintiff's requests for these payments provided that they do not exceed these amounts. As part of Plaintiff's motion or application for approval of the Settlement, Plaintiff's Counsel will seek Court approval for any Fees and Expenses Payment. If the Court approves a Fees and Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Released Parties shall have no liability to Plaintiff's Counsel arising from any claim to any portion of any Fees and Expenses Payment. The Administrator will pay the Fees and Expenses Payment using one or more IRS Forms 1099. Plaintiff's Counsel assumes full responsibility and liability for taxes owed on the Fees and Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments. An award of a Fees and Expenses Payment less than the amounts applied for will not be grounds for Plaintiff or Plaintiff's Counsel to challenge or withdraw from the Settlement.

3.2.3 To the Administrator: An Administration Expenses Payment not to exceed $2,000.00, except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less than or the Court approves payment less than $2,000, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4 To the LWDA and PAGA Group Members. Subject to Court approval, the Parties agree that the amount of $70,570.34 from the Gross Settlement Amount will be paid in settlement of all individual and representative claims brought in the Action by or on behalf of Plaintiff, PAGA Group Members, and the State of California under PAGA. Pursuant to PAGA, Sixty-Five Percent (65%) of this sum, or $45,870.72, will be paid to the LWDA (the LWDA Payment) and Thirty-Five Percent (35%), or $24,699.62 will be paid to the PAGA Group (the Individual PAGA Payments).

3.2.4.1 Calculation of Individual PAGA Payments. The Administrator shall be responsible for the calculation of Individual PAGA Payments. The Administrator will calculate each PAGA Group Member's share of the 35% paid from the Net Settlement Amount based on the number of his or her PAGA Pay Periods provided by Defendant. The Administrator will calculate the aggregate total number of PAGA Pay Periods for all PAGA Group Members. The Administrator will divide the 35% share that is to be paid to the PAGA Group by the aggregate total number of PAGA Pay Periods, resulting in the "PAGA Pay Period Value." To determine each PAGA Group Member's Individual PAGA Payment, the

Administrator will multiply each individual PAGA Group Member's PAGA Pay Periods by the PAGA Pay Period Value. The Administrator will make this calculation using the information provided by Defendant's pursuant to Section 4.1, below.

3.2.4.2 Tax allocation of Individual PAGA Payments. Each PAGA Group Member will be issued an IRS Form 1099 in connection with these Individual PAGA Payments, which will be counted as penalties rather than wages for tax purposes, and PAGA Group Members will be solely and legally responsible to pay any and all applicable taxes on the payments made pursuant to this Section and will hold Defendant harmless from any claim or liability for taxes, penalties, or interest arising as a result of the payments.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 PAGA Group Information List. Not later than fifteen (15) calendar days after the Effective Date, Defendant will deliver in a secure fashion to the Administrator the PAGA Group Information List. If this deadline falls on a weekend or holiday, the deadline will be extended to the next business day. To protect PAGA Group Members' privacy rights, the Administrator must maintain the PAGA Group Information List in confidence, use the PAGA Group Information List only for purposes of this Settlement and for no other purpose, and restrict access to the PAGA Group Information List to the Administrator's employees who need access to the PAGA Group Information List to effectuate administration of the Settlement under this Agreement. Defendant will promptly notify Plaintiff's Counsel if it discovers that the Information List omitted PAGA Group Member identifying information and provide corrected or updated information to the Administrator as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the PAGA Group Information List to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted data.

4.2 Funding of Settlement Fund Amount. Within fifteen (15) calendar days from the Effective Date, Defendant shall remit the Settlement Fund Amount ($130,000.00) to the Administrator for the establishment of the Settlement Fund, which shall be in full and final satisfaction of the following: the Individual PAGA Payments, the LWDA Payment, the Fees and Expenses Award, the Enhancement Award, and the Administration Expenses Payment. If this deadline falls on a weekend or holiday, the deadline will be extended to the next business day. As a material term of this Settlement, Plaintiff's waiver of appellate rights is a condition to Defendant's obligation to fund the Settlement Fund Amount. If Plaintiff or Plaintiff's counsel files any appeal, petition for writ, or other request for appellate review concerning the Approval Order or Judgment, Defendant's obligation to fund the settlement shall be immediately suspended pending dismissal of such filing, and Defendant may seek enforcement of this provision.

4.3 Delivery of Payments from the Gross Settlement Amount. Within ten (10) business days after Defendant's remittance to the Administrator of the Settlement Fund Amount, the Administrator shall establish the Settlement Fund and distribute checks for all Individual PAGA Payments, the LWDA Payment, the Administration Expenses Payment, the Fees and Expenses Payment, and the Enhancement Award pursuant to the Plan of Allocation as detailed in sections 4.3.1 through 4.3.4, below. Also within ten (10) business days after Defendant's remittance of the Settlement Fund Amount, the Administrator shall provide Defendant's Counsel a written report listing each PAGA Group Member and the amount of the Settlement Payment to be made to each of them. No payments shall be made until the Judgment is final (meaning the right to appeal or otherwise seek review of the Judgment has expired) and on the condition that no appeals from the Judgment have been filed.

4.3.1 The Administrator will issue checks for the Individual PAGA Payments and send them to the PAGA Group Members via First Class U.S. Mail, postage prepaid, together with the Notice of Settlement which shall substantially conform to Exhibit B. The face of each check shall prominently state the date of issuance and shall remain valid and negotiable for one hundred eight (180) days after the date of issuance and shall thereafter be automatically voided if not cashed by the PAGA Group Member within that time. The Administrator will be responsible for cancelling all checks not cashed by the void date. Upon the voiding of a PAGA Group Member's check, the PAGA Group Member's right to participate in the Settlement shall be extinguished, although the individual shall remain a PAGA Group Member bound by the Judgment entered in the Action. 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 Address Search for all other PAGA Group Members 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 Address Search. The Administrator need not take further steps to deliver checks to PAGA Group Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a requested replacement check to any PAGA Group Member whose original check was lost or misplaced, prior to the void date.

4.3.3 For any Individual PAGA Payment check that remains 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 PAGA Group Member to be held in trust for that person. The Parties agree that this disposition results in no "unpaid residue," as the Individual PAGA Payments will be paid out to the PAGA Group Members, whether or not they all cash their settlement checks. Therefore, Defendant will not be required to pay any interest on such amounts.

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

4.4 <u>Discharge of Obligations.</u> Defendant shall discharge its obligations to Plaintiff, the LWDA, and the PAGA Group Members after providing the PAGA Group Information List to the Administrator as set forth in Section 4.1, above, and following the remittance of the Settlement Fund Amount to the Administrator as set forth in Section 4.2, above, regardless of whether checks representing Individual PAGA Payments are actually received and/or negotiated by Plaintiff (or Plaintiff's Counsel) and/or PAGA Group Members. Once Defendant has complied with its obligation set forth in Sections 4.1 and 4.2 above, it will be deemed to have satisfied all terms and conditions to which it is subject under this Agreement, shall be entitled to all protections afforded to it and the Released Parties under this Agreement, and shall have no further obligations under the terms of the Agreement, regardless of what occurs with respect to the further administration of the Settlement.

4.5 No Claims. No person shall have any claim against Defendant, Defendant's Counsel, Plaintiff, Plaintiff's Counsel, or the Administrator based on mailings, distributions, and payments made in accordance with or pursuant to this Agreement.

5. RELEASES OF CLAIMS. Effective upon the date when the Administrator fully funds the entire Gross Settlement Amount, Plaintiff, Plaintiff's Counsel, the State of California, and all PAGA Group Members will release claims against all Released Parties as follows:

5.1 PAGA Release. Plaintiff, Plaintiff's Counsel, the State of California, and all PAGA Group Members, on behalf of themselves and their and their respective current, former, and future representatives, agents, attorneys, administrators, successors, and assigns, shall be deemed to have, and by operation of the Judgment shall have, expressly released, waived, and discharged the Released Parties from the Released PAGA Claims, and they shall each be bound by the Approval Order and Judgment and be forever barred from pursuing any of the Released PAGA Claims against any of the Released Parties. The Approval Order and Judgment will have the same effect under *Arias v. Superior Court* (2009) 46 Cal.4th 969, as if the Action had been litigated to a judgment covering all PAGA Group Members. This means that, by operation of the Approval Order and Judgment, neither the State of California nor any of the PAGA Group Members (including Plaintiff) may pursue recovery of civil penalties from Defendant or any of the Released Parties for any of the Released PAGA Claims.

5.2 Plaintiff's Release. Plaintiff's general release of claims and waiver of rights under Civil Code section 1542 are set forth in the Individual Settlement Agreement.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. Promptly upon the Parties' execution of this Agreement, Plaintiff will prepare and file a stipulation or an application or motion for approval of this Settlement, which Defendant will not oppose.

6.1 Plaintiff's Responsibilities. Plaintiff and Plaintiff's Counsel will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code section 2699, subdivision (f)(2)) including: (i) a draft of the stipulation, application or motion for approval and all supporting papers; (ii) a draft of the proposed Approval Order; (iii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of PAGA Group Information List; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with PAGA Group Members or the LWDA; and the nature and extent of any financial relationship with Plaintiff, Plaintiff's Counsel, or Defense Counsel; (iv) a signed declaration from Plaintiff's Counsel attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Lab. Code, § 2699.3, subd. (a)), Operative Complaint (Lab. Code, § 2699, subd. (*l*)(1)), and the Agreement (Lab. Code, § 2699, subd. (*l*)(2)); and (v) all facts relevant to any actual or potential conflict of interest with PAGA Group Members and/or the Administrator. In their declarations, Plaintiff's Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

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

6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, Plaintiff's Counsel and Defense Counsel will expeditiously work together on behalf of the Parties, and in good faith, to resolve the disagreement. If the Court does not grant the application or motion for approval of this Settlement or conditions its approval on any material change to this Agreement, Plaintiff's Counsel and Defense Counsel will expeditiously work together on behalf of the Parties, 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 the Administration Expenses Payment. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

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

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

7.4 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise. The Administrator's duties shall include, without limitation, the following tasks and such other tasks as the Parties may mutually agree or the Court may order the Administrator to perform.

7.4.1 Safeguarding the Settlement Fund. The Administrator shall be responsible for taking receipt of and safeguarding the Settlement Fund Amount and establishing the Settlement Fund from which settlement payments will be made pursuant to Section 4, above.

7.4.2 Calculating and Distributing Settlement Payments. The Administrator shall be responsible for calculating and distributing all Settlement Payments, including the LWDA Payment, Individual PAGA Payments, the Enhancement Award, and the Fees and Expenses Award in accordance with Section 4, above, provided that such amounts are approved by the Court.

7.4.3 Tax Reporting. The Administrator shall be responsible for timely and properly preparing and delivering all necessary tax documentation to all necessary parties and to report all necessary information to the applicable government entities as required by law. All payments to the LWDA, the PAGA Group Members, Plaintiff, and Plaintiff's Counsel pursuant to this Agreement shall be reported on IRS Form 1099-MISC, as required by law.

7.4.4 Toll-Free Number. The Administrator will establish, maintain, and monitor a toll-free telephone number to receive PAGA Group Member calls, faxes, and emails with questions regarding the Settlement.

7.4.5 All Reasonable Steps, Address Search, and Returned Checks. The Administrator shall take all reasonable steps to ensure, to the extent possible, that (a) the highest percentage of PAGA Group Members receive their settlement payments and (b) it has the most current and accurate addresses for the PAGA Group Members, including but not limited to performing an initial National Change of Address database search on all PAGA Group Members in accordance with the Plan of Allocation as described in Section 4.3, above. In addition, the Administrator shall perform a standard search, also known as "batch," "skip trace," or "credit header" searches, on all checks returned as undeliverable in accordance with Section 4.3, above. The Administrator shall immediately re-mail returned checks tendered to the PAGA Group Members to all updated addresses obtained through its efforts to locate their most current and accurate addresses in accordance with Section 4.3, above.

7.4.6 Notification and Certification by Administrator. The Administrator shall keep Defendant's Counsel and Plaintiff's Counsel apprised of the status of the settlement administration process and its distribution of Settlement Payments. Upon completion of administration of the Settlement, the Administrator shall provide a details, written certification of such completion to the Parties, including the amounts paid to the LWDA, PAGA Group Members (in the aggregate), Plaintiff, Plaintiff's Counsel, and the Administrator.

7.5 Nullification of Settlement Agreement If Settlement Not Approved. Should the Court not approve the Settlement, the Parties shall meet and confer to negotiate and make reasonable efforts to address any issues raised by the Court in order to obtain the Court's approval, except that Defendant will not be required under any circumstances to increase the Gross Settlement Amount. If the Parties cannot obtain approval from the Court, notwithstanding their reasonable efforts described herein, this Agreement shall be null and void ab initio (with the exception of this section 7.5), and any order or judgment entered by the Court in furtherance of this Settlement shall be treated as withdrawn or vacated by stipulation of the Parties. In such case, the Parties shall be returned to their respective statuses before agreeing to settle the Action.

7.6 No Right to Exclusion or Objection by PAGA Group Members. Because this Settlement resolves claims brought pursuant to PAGA by Plaintiff acting as proxy and as a Private Attorney General of, and for, the State of California and the LWDA, the Parties agree that no PAGA Group Member has the right to exclude himself or herself from the Settlement or to object to the Settlement. Upon the Effective Date, PAGA Group Members and the State of California shall be bound by the terms of the Settlement, including the PAGA Release contained herein, regardless of whether a PAGA Group Member cashes his or her Settlement Payment.

7.7 Administration Completion Deadline. Administration of the Settlement shall be completed no later than two hundred and seventy (270) days after the Effective Date.

8. PAGA GROUP SIZE ESTIMATES. Based on a review of its records, Defendant estimated that there were approximately 59 PAGA Group Members who collectively worked a total of approximately 2,000 pay periods as non-exempt employees for Defendant in California between November 11, 2023 and February 26, 2026 (the date of the Parties' mediation). In the event that the total number of pay periods between

November 11, 2023 and March 30, 2026 exceeds the amount of Defendant's estimate of 2,000 pay periods by more than ten percent (10%), Defendant shall increase the Gross Settlement Amount proportionately by the same percentage points above 10%. For example, if the number of pay periods between November 11, 2023 and March 30, 2026 is 12% more than 2,000 (or 2,240 pay periods in total), then the Gross Settlement Amount shall increase by 2% or $2,600.00, for an increased Gross Settlement Amount of $132,600.00. Or, Defendant may, in its sole discretion, adjust the length of the PAGA Period by moving the end date to an earlier date to avoid triggering this escalator clause.

9. ADDITIONAL PROVISIONS.

9.1 No Admission of Liability. 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 contained in the Complaint or in the PAGA Notice have merit or that Defendant has any liability for any claims asserted. Defendant contends that all of its employment practices comply and have complied with all applicable laws and regulations; that PAGA Group Members were and are properly compensated for all wages, including (without limitation) minimum wages, straight-time wages, and overtime wages, were and are timely paid all final wages, were and are provided compliant meal and rest periods, and were and are furnished accurate itemized wage statements; that Defendant kept and keeps requisite personnel records and timely provides a copy upon request pursuant to California law; that Defendant did not and does not engage in unfair competition, business acts, or practices; and that Defendant's conduct was not and is not willful, knowing and intentional, or otherwise unlawful with respect to any of the claims. Defendant has denied and continues to deny each of the claims alleged and the contentions made by Plaintiff in the Action and PAGA Notice. Defendant denies any wrongdoing or legal liability arising out of any of the facts or conduct alleged in the Action or PAGA Notice and believes it has valid defenses to Plaintiff's claims. 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 the right to challenge representative action treatment of the Action for any reasons, and Defendant reserves all available defenses to the claims in the Action or PAGA Notice. The Settlement and this Agreement reflect the compromise and settlement of disputed claims between the Parties, and this Agreement's provisions and any and all drafts, communications or discussions relating thereto do not constitute, are not intended to constitute, and will not under any circumstances be deemed to constitute an admission by Defendant as to the merits, validity, or accuracy of any of the allegations or claims in the Action, nor a waiver of any defense. 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).

9.2 Confidentiality Prior to Approval. Plaintiff, Plaintiff's Counsel, Defendant, and Defense Counsel separately agree that, until the motion or application for approval of the Settlement is filed, they and each of them will not disclose, disseminate, and/or publicize, or cause or permit another person to disclose, disseminate, or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) to a party, counsel, or a court or administrative agency in any related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Except as provided in this Section, Plaintiff, Plaintiff's Counsel, Defendant, and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the motion or application for approval of the Settlement, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect.

9.3 No Press Releases/Public Comment. Unless they first obtain Defendant's express written consent, Plaintiff's Counsel and Plaintiff shall not (a) discuss, reveal, disclose, publicize, or promote the terms of this Settlement, or the negotiations leading to this Settlement, to any third party (including but not limited to the media, the legal community, or the public at large), or (b) issue any press releases or initiate any contact with the media regarding the Settlement, or otherwise advertise or publicize the Settlement, although Plaintiff's Counsel may publicize the Settlement in general terms without reference to any identifying case information and without reference to the name of Defendant or any Released Parties. Nothing in this Agreement is intended to prevent Plaintiff or Plaintiff's Counsel from disclosing or discussing the terms of this Settlement (i) with the Court, (ii) with any PAGA Group Member, (iii) with the Administrator, or (iv) as otherwise required by law.

9.4 Entire Agreement. With the exception of the separate Individual Settlement Agreement referenced and defined in Section 1, above, this Agreement contains the entire agreement between the Parties and constitutes the complete, final, and exclusive embodiment of their agreement with respect to the subject matter hereof. This Agreement is executed without reliance upon any promise, representation, or warranty by either Party or any representative of a Party, other than those expressly set forth herein. Notwithstanding the foregoing, this Agreement does not prohibit any PAGA Group Member from accepting and negotiating a check for an Individual PAGA Payment in connection with the Settlement, notwithstanding any release previously executed between any PAGA Group Member and Defendant, including pursuant to a prior severance agreement.

9.5 Attorney Authorization. Plaintiff's 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.

9.6 Parties Represented by Counsel. The Parties hereby acknowledge that they have been represented in negotiations for and in the preparation of this Agreement by independent counsel of their own choosing, they have read this Agreement and have had it fully explained to them by such counsel, and they are fully aware of the contents of this Agreement and of its legal effect.

9.7 Voluntary Agreement. This Agreement is executed voluntarily and without duress or undue influence on the part of or on behalf of either Party, or of any other person, firm or entity. Each Party has made such investigation of the facts pertaining to this Agreement and of all other matters pertaining hereto as she or it deems necessary.

9.8 Cooperation. The Parties agree to cooperate fully with each other to accomplish the terms of this Agreement, including but not limited to execution and delivery of any and all additional papers, documents, and other assurances and taking such other action that may be reasonably necessary to implement the terms of this Agreement. The Parties and their counsel shall use their best efforts, including all efforts contemplated by this Agreement and any other efforts that may become necessary by order of the Court, to effectuate this Agreement and the terms set forth herein.

9.9 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 any portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Parties in this Settlement.

9.10 No Tax Advice. Neither Plaintiff, Plaintiff's 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.

9.11 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.

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

9.13 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.

9.14 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.

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

9.16 Use and Return of PAGA Group Data. Information provided to Plaintiff's Counsel pursuant to California Evidence Code section 1152, and all copies and summaries of employment data for the PAGA Group Members provided to Plaintiff's Counsel by Defendant in connection with the Action, the mediation session, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than ninety (90) days after the date when the Administrator has discharged its obligations under this Agreement (but not later than ninety (90) days after the Administration Completion date pursuant to Section 7.7, above), Plaintiff and Plaintiff's Counsel shall destroy all paper and electronic versions of data and information received from Defendant unless, before the that time, Defendant makes a written request to return such data and information.

9.17 Agreement Constitutes a Complete Defense. To the extent permitted by law, this Agreement may be pleaded as a full and complete defense to any action, suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of or contrary to this Agreement.

9.18 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.

9.19 Calendar Days. Unless otherwise noted, all references 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 on a federal or state legal holiday, such date or deadline shall be on the first business day thereafter.

9.20 Execution in Counterparts. This Agreement may be executed in one or more counterparts, including by facsimile or electronically (i.e., PDF or DocuSign), 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.

9.21 Stay of Litigation. The Parties agree that upon the execution of this Agreement, and subject to the Court's approval, the litigation may be stayed, except to effectuate the terms of this Agreement. Pursuant to California Code of Civil Procedure section 583.330, the Parties further agree that upon the execution of this Agreement, any period of time during which the Action has been stayed by the Court for purposes of the approval and administration of this Settlement shall be excluded in computing the time within which the Action must be brought to trial pursuant to California Code of Civil Procedure section 583.310.

9.22 Jurisdiction of the Court. Any dispute regarding the interpretation or validity or otherwise arising out of this Agreement, or relating to the PAGA Action or the Released PAGA Claims, shall be subject to the exclusive jurisdiction of the Court. Following the entry of the Judgment but without affecting the finality thereof, the Court shall retain jurisdiction solely with respect to the interpretation, implementation, and enforcement of the terms of this Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel shall 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 entered in connection therewith.

10. SIGNATURES.

Signed by:
Sergio Roque
99F8D594FF8C44F...

Date 5/7/2026

Sergio Roque
Plaintiff

Date ________________

Patrick Spellman
As an authorized representative for
Defendant Glass America California, LLC

Approved as to Form and Content and Agreed as to the Confidentiality Provision (Section 9.15) and Publicity Provision (Section 9.3)

Date 5/7/2026

Arthur Sezgin

Arthur Sezgin
Attorney for Plaintiff Sergio Roque

Date ________________

Tritia M. Murata
Attorney for Defendant Glass
America California, LLC

purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

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10. SIGNATURES.

Date ________________

____
Sergio Roque
Plaintiff

Date 5/7/2026

Signed by:
Patrick Spellman
A8E02167F9AB4E1...
Patrick Spellman
As an authorized representative for
Defendant Glass America California, LLC

Approved as to Form and Content and Agreed as to the Confidentiality Provision (Section 9.15) and Publicity Provision (Section 9.3)

Date ________________

____
Arthur Sezgin
Attorney for Plaintiff Sergio Roque

Date 5/8/2026

Tritia M. Murata
Tritia M. Murata
Attorney for Defendant Glass
America California, LLC

EXHIBIT A

[Settlement Administration Letterhead]

<<DATE>>

<<FIRST_NAME>><<LAST_NAME>>:
<<ADDRESS 1>>
<<ADDRESS 2>

Re: PAGA Settlement Payment from *Sergio Roque v. Glass America California, LLC, et al.*
Los Angeles County Superior Court, Case No. 25STCV01009

Dear <<FIRST_NAME>><<LAST_NAME>>:

Enclosed you will find a check made payable to you. This is your payment from the settlement of the lawsuit entitled *Sergio Roque v. Glass America California, LLC, et al.* in the Superior Court of the State of California, County of Los Angeles, Case No. 25STCV01009 (the "Action").

Plaintiff Sergio Roque ("Plaintiff") filed the Action against defendant Glass America California, LLC ("Glass America"), seeking to recover civil penalties on behalf of the State of California and all alleged "aggrieved employees" of Glass America under the Labor Code Private Attorneys General Act of 2004 ("PAGA"). Plaintiff's PAGA claims are premised on his allegations that Glass America failed to pay minimum wages, failed to pay overtime wages, failed to provide meal and rest periods, failed to timely pay final wages, failed to provide personnel file, and failed to provide accurate itemized wage statements, among other things, with respect current and former non-exempt Glass America employees in California from November 11, 2023 through [the entry date of the Approval Order and Judgment].

The lawsuit is now settled. The settlement is not an admission of liability by Glass America. To the contrary, Glass America has denied and continues to deny any liability or wrongdoing and contends that it has complied with all applicable laws and regulations in connection with the employment of Plaintiff and all employees he purported to represent.

You are receiving the enclosed check because Glass America's records reflect that you are an employee on whose behalf the PAGA claims were brought. The Court has approved the settlement, and no further action is required on your part. You should cash your check by [180 days after issuance], after which the check will be void and you will no longer be able to cash it. Whether or not you cash the check, you are bound by the Settlement and may not pursue recovery of civil penalties for any of the Released Claims. You do not have a right to exclude yourself from, or object to, the Settlement.

The enclosed check is your share of the PAGA settlement payment. The Court has not ruled on the merits of the lawsuit but it has approved the settlement, which includes a PAGA settlement payment, of which 65% is being paid to the State of California and 35% is being paid to you and other Glass America employees.

If you have any questions, you can contact the settlement administrator (whose contact information is at the top of this letter). Please do not contact the Court for information about this settlement.

Very Truly Yours,

[Administrator]