PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND RELEASE

This Private Attorneys General Act Settlement Agreement and Release ("Settlement Agreement" or "Settlement") is entered into by and between Plaintiffs Marco Villasenor and Kimley Rocha (collectively "Plaintiffs"), for themselves and as representatives of the State of California with respect to the Aggrieved Employees (as defined in Section 3(a)(5) below) and Defendant J. G. Boswell Company ("Defendant"), subject to approval by the Court. The term "Party" or "Parties" as used herein shall refer to Plaintiffs, Defendant, or both, as may be appropriate.

1. **Recitals**. This Settlement Agreement is made with reference to the following facts:

(a) Plaintiff Marco Villasenor was a former employee of Defendant. Plaintiff was employed by Defendant from approximately July 21, 2022 to April 8, 2024;

(b) Plaintiff Kimley Rocha is a former employee of Defendant. Plaintiff was employed by Defendant seasonally from May 2011 to August 13, 2024.

(c) On August 6, 2024, Plaintiff Marco Villasenor, through his counsel King & Siegel LLP and Barahmand Law Group, submitted a letter to the California Labor and Workforce Development Agency ("LWDA") and Defendant to notify the LWDA and Defendant, pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* ("PAGA") of Plaintiff Marco Villasenor's intent to seek civil penalties under PAGA for Defendant's alleged violations of California Labor Code sections 201, 202, 203, 204, 206.5, 226, 226.3, 226.7, 510, 512(a), 558, 1182.12, 1174, 1194, 1194.2, 1197, 1197.1, 1199, 1401, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001, 5-2001, and 15-2001, thereby initiating LWDA Case Number LWDA-CM-1043968-24;

(d) On August 15, 2024, Plaintiff Kimley Rocha, through her attorney Otkupman Law Firm, PC, submitted a letter to the LWDA and Defendant to notify the LWDA and Defendant, pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* ("PAGA") of Plaintiff Kimley Rocha's intent to seek civil penalties under PAGA for Defendant's alleged violations of California Labor Code sections 201, 202, 203, 204, 210, 212(a)(2), 213, 226(a), 226.3, 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001, 5-2001, and 15-2001, thereby initiating LWDA Case Number LWDA-CM-1045756-24;

(e) On October 28, 2024, Plaintiff Kimley Rocha, through her attorney Otkupman Law Firm, PC, filed an Amended PAGA Notice with the LWDA (the "Rocha PAGA Notice");

(f) On October 11, 2024, Plaintiff Marco Villasenor, through his counsel, filed a Representative Complaint (Los Angeles County Case No. 24STCV26669) ("*Villasenor* Action") solely in his representative capacity as a private attorney general under PAGA, seeking civil penalties for alleged violation of Labor Code sections 201, 202, 203, 204, 206.5, 226, 226.3, 226.7, 510, 512, 518, 1182.12, 1174, 1194, 1194.2, 1197, 1197.1, 1199, 1401, and 2802.

(d) On March 17, 2025, Plaintiff Marco Villasenor, through his counsel, filed a First Amended Complaint alleging: (1) PAGA Penalties [Labor Code §§ 2698, et seq.]; (2) Discrimination in Violation of the Fair Employment and Housing Act ("FEHA") ; (3) Retaliation in Violation of FEHA; (4) Harassment in Violation of FEHA; (5) Failure to Prevent, Discrimination, Harassment, and Retaliation in Violation of FEHA; (6) Retaliation under Labor Code § 6300; (7) Wrongful Constructive Termination in Violation of Public Policy.

(e) On October 29, 2024, Plaintiff Kimley Rocha, through counsel, filed a Class Action Complaint (Kings County Superior Court Case No. 25CU0439) alleging: (1) Failure to Provide Meal Periods in Violation of Labor Code §§ 226.7, 512, and 558; (2) Failure to Provide Rest Periods in Violation of Labor Code §§ 226.7. 512, and 558; (3) Failure to Pay All Wages in Violation of Labor Code §§ 510, 1194, 1194.2; (4) Knowing and Intentional Failure to Comply with Itemized Employee Wage Statement Provisions in Violation of Labor Code §226(a) and (e); (5) Failure to Timely Pay Wages Due at Termination in Violation of Labor Code §§ 201-203; (6) Failure to Timely Pay Employees in Violation of Labor Code §204(a)(b); (7) Failure to Reimburse for Business Expenses in Violation of Labor Code § 2802; (8) Violation of Labor Code § 212(a)(2), 213; (9) Failure to Pay for All Hours Worked, Including Overtime Hours Worked in Violation of Labor Code §210 and 218; (10) Violation of Business and Professions Code § 17200.

(f) On February 14, 2025, per stipulation of the Plaintiff Kimley Rocha and Defendant, the Class Action Allegations were dismissed without prejudice and Plaintiff Kimley Rocha's individual claims were submitted to arbitration, staying Kings County Superior Court Case No. 25CU0439.

(g) On January 3, 2025, Plaintiff Kimley Rocha, through counsel, filed a Representative Action Complaint (Kings County Superior Court Case No. 25CU0003)(Case Nos. 25CU0439 and 25CU0003 collectively referred to as the "*Rocha* Actions") for Penalties Pursuant to Labor Code Section 2699(f) for Violations of Labor Code §§ 226.7, 512, 558, 510, 1194, 1194.2, 226(a), 226(e), 201-203, 204(a)(b), 2802, 212(a)(2), 213, 210, 218.

(h) On July 11, 2025, the Parties mediated the *Villasenor* and *Rocha* Actions with Scott Radovich, Esq., but were unfortunately unable to settle the case at that time. Upon further negotiations, the parties were able to come to a global settlement of the *Villasenor* and *Rocha* Actions, which involves a limited PAGA release for the 1,042 pay periods that the Parties agree are at issue.

(e) There has been no determination on the merits of the Actions or the PAGA Notices but, in order to avoid additional cost and the uncertainty of litigation, the Parties desire to resolve the Action and Released Claims (as defined in Section 8(a) below).

2. **No Admission of Wrongdoing**. The Parties enter into this Settlement Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of continued litigation. In entering into this Settlement Agreement, Defendant does not admit, and specifically denies, it has violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to its employees. Neither this Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Defendant of any such violations or failures to comply with any applicable law. Except as necessary in a

proceeding to enforce the terms of this Settlement Agreement, this Settlement Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendant or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local, or other applicable law.

3. **Consideration.**

(a) In consideration for Plaintiff signing this Settlement Agreement and complying with its terms, Defendant shall pay the maximum gross sum of Sixty Seven Thousand Five Hundred Dollars and Zero Cents ($67,500.00) (the "Gross Settlement Amount") to resolve the Action and Released Claims (as defined herein), which will be paid as follows:

(1) A Service Payment of up to Five Thousand Dollars ($5,000)("Service Payment") to both Plaintiff Villasenor and Plaintiff Rocha to be paid out of the Gross Settlement Amount, in addition to Plaintiff's Individual PAGA Payment.

(2) Attorneys' fees in the amount of Thirty-Five (35%) of the Total Settlement Amount, which is Twenty-Three Thousand Six-Hundred Twenty-Five Dollars and Zero Cents ($23,625.00) if the Gross Settlement Amount remains $67,500.00, and reimbursement of litigation costs and expenses in the amount of up to $25,000 (collectively, "Attorneys' Fees and Costs") to Plaintiffs' Counsel, which Defendant will not contest. The amount of Attorneys' Fees and Costs is subject to Court approval. Defendant and Released Parties shall have no liability arising from Attorneys' Fees and Costs other than as described in this paragraph.

(3) Costs and expenses of administration of the Settlement up to the amount of Seven Thousand Dollars ($7,000.00) ("Settlement Administration Costs") to ILYM Group, Inc. (the "PAGA Settlement Administrator").

(4) The amounts stated in Sections 3(a)(1) – 3(a)(3) above, once approved by the Court, shall be paid from the Total Settlement Amount. The balance remaining after these deductions is referred to as the "Net Settlement Amount."

(5) 65% of the Net Settlement Amount will be distributed to the LWDA ("LWDA Payment"); and the remaining 35% will be distributed to all current and former hourly-paid or non-exempt employees who worked for Defendant in the State of California and suffered a regular rate of pay violation during the PAGA Period (the "Aggrieved Employees"). The period of August 6, 2023 through October 11, 2025 is the "PAGA Period". The 35% portion of the Net Settlement Amount payable to Aggrieved Employees is referred to as the "Employees' Portion."

(b) The Aggrieved Employees are estimated to consist of approximately 383 individuals and that there are a total of 1,042 Compensable Pay Periods at issue. If the actual number of Compensable Pay Periods during the PAGA Period is more than ten percent (10%) above 1,042, at Defendant's sole discretion, either the Total Settlement Amount will be increased by the percentage that the actual number exceeds 1,042 Compensable Pay Periods, or Defendant will cut off the release at a date so that the number of pay periods stay at 1,042.

(c) Because this is a settlement of PAGA claims for civil penalties only, no portion of the Settlement is allocated to unpaid wages. One Hundred Percent (100%) of the payments for Attorneys' Fees and Costs, General Release Fee, and the Net Settlement Amount to be paid to the LWDA and Aggrieved Employees as described in Section 3(a) above will be treated and reported for tax purposes as non-wage payments and the PAGA Settlement Administrator will be responsible for issuing IRS Forms 1099 as required.

4. **Court Approval is Required**. Plaintiffs understand and agree that the State of California and Aggrieved Employees, including Plaintiffs, would not receive the consideration specified in Section 3(a) above, except for Plaintiffs' execution of this Settlement Agreement, and the fulfillment of the promises contained herein, as well as Court approval of the Settlement. If this Settlement Agreement is not approved by the Court, it shall be null and void.

5. **Disbursal of Settlement Funds**.

(a) Subject to Section 4 above, Defendant shall remit to the PAGA Settlement Administrator the sums described more fully in Section 3(a) above, after all of the following has occurred: (i) the Settlement Agreement is fully executed by all Parties and their counsel; and (ii) the Court has entered an order approving the Settlement Agreement.

(b) Upon complete distribution of the Total Settlement Amount by the PAGA Settlement Administrator in accordance with this Settlement Agreement, the PAGA Settlement Administrator will notify the Parties of distribution of the entire Total Settlement Amount.

6. **Approval and Implementation of the PAGA Settlement**.

(a) The Parties are aware that some courts have approved a PAGA settlement and entered an order approving the settlement and judgment and thereafter closed the case, while others have approved a PAGA settlement and entered only an order approving the settlement with later instructions to file a request for dismissal of the action. The Parties agree to cooperate and take any and all steps required by the Court in the Action to implement the settlement and terminate the Action pursuant to settlement (i.e., to terminate the Action by way of judgment or dismissal).

(b) The Parties further agree to cooperate in the drafting and/or filing of any further documents and/or filings reasonably necessary to be prepared and/or filed, and to take all steps that may be requested by the Court in order to obtain approval and implementation of this Settlement Agreement, and the payments described in Section 3(a) above.

(c) The Parties shall seek to obtain Court approval of this Settlement Agreement by way of an unopposed motion to be filed by Plaintiffs' Counsel. Plaintiffs' Counsel shall provide a draft of all documents to be submitted in connection with the motion to approve this Settlement Agreement to Ian Wieland, Esq. and Daniella M. Crisanti, Esq. of Sagaser, Watkins & Wieland ("Defendant's Counsel") for review; Defendant's Counsel will be given an opportunity to comment on the papers prior to their being filed with the Court, and such comments will be implemented to the extent reasonable.

(d) The Parties expressly acknowledge that the Court's approval of the Settlement Agreement is a condition precedent to any payments described in this Settlement Agreement. Therefore, the Parties further acknowledge that, should the Court not grant approval of this Settlement Agreement and/or should the Court refuse to grant judgment or dismissal of the

Action and close the Action based on the Settlement, the entirety of this Settlement Agreement shall be null and void.

7. **<u>Payment of Total Settlement Amount / Notice to Recipients</u>**.

(a) Subject to Court approval of this Settlement Agreement, payment of the sums described in Section 3(a) above shall be made by Defendant by transmitting the required sums to a qualified settlement account established by the PAGA Settlement Administrator for administration of this Settlement, within twenty-one (21) calendar days of the Court's order granting approval of this Settlement Agreement. If the date by which payment by Defendant is due falls on a Saturday, Sunday or legal holiday in the State of California, then the due date shall be extended the next following day which is not a Saturday, Sunday or legal holiday in the State of California.

(b) Each Aggrieved Employee will be entitled to a *pro rata* share of 35% of the Net Settlement Amount (i.e., the Employees' Portion) based upon the number of pay periods they each worked between the PAGA Period ("Compensable Pay Periods") which will be provided by the Defendant. Specifically, to calculate each Aggrieved Employee's share of the Employees' Portion ("Individual Settlement Share"), the PAGA Settlement Administrator shall: (i) for each Aggrieved Employee, divide the number of Compensable Pay Periods he or she individually worked by the total aggregate number of Compensable Pay Periods worked by all Aggrieved Employees, and then (ii) multiply this amount by the Employees' Portion to arrive at each Aggrieved Employee's Individual Settlement Share.

(1) One Hundred Percent (100%) of all Individual Settlement Shares are to be considered penalties and the PAGA Settlement Administrator will not undertake any deductions, withholding, or remittances for local, state, or federal taxes. Aggrieved Employees' Individual Settlement Shares will be reported on an IRS Form 1099, as required by the IRS.

(c) The PAGA Settlement Administrator shall distribute each Individual Settlement Share by way of check, along with a cover letter ("Cover Letter") agreed to by the Parties and approved by the Court, in substantially the form attached hereto as "<u>Exhibit A</u>", in the following manner:

(1) No later than twenty one (21) calendar days after the Court's order granting approval of the Settlement, Defendant shall provide the PAGA Settlement Administrator with a list of all Aggrieved Employees (the "Aggrieved Employees List"), containing the following information for each Aggrieved Employee: (i) first and last name; (ii) last known address; (iii) last known telephone number; (iv) Social Security number; and (v) pay periods for non-exempt employee in California during the PAGA Period; and (vi) such other information as is necessary for the PAGA Settlement Administrator to calculate Compensable Pay Periods.

(2) The PAGA Settlement Administrator shall conduct one (1) National Change of Address ("NCOA") search for all individuals identified on the Aggrieved Employees List, and update addresses for Aggrieved Employees to the extent updated addresses are located through the NCOA search.

(3) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall mail the agreed-upon Cover Letter and Individual Settlement

Share checks (together, the "PAGA Settlement Package") to all Aggrieved Employees by first-class United States mail. For each PAGA Settlement Package that is returned undeliverable within thirty (30) calendar days of the initial mailing, the PAGA Settlement Administrator shall promptly attempt to locate an alternate, updated address for the Aggrieved Employee at issue, by using a skip-trace search and shall attempt one (1) re-mailing of the PAGA Settlement Package.

(4) The Individual Settlement Share checks issued to Aggrieved Employees shall remain valid for 180 calendar days, and thereafter, shall be canceled. Funds associated with canceled checks shall be transmitted to the State Controller's Office Unclaimed Property Division in the name of the Aggrieved Employee(s) at issue and in the amount of his or her respective Individual Settlement Share(s).

(d) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the LWDA Payment to the LWDA.

(e) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the Attorneys' Fees and Costs to Plaintiffs' Counsel, unless instructed otherwise by Plaintiffs' Counsel. At the request of Plaintiff's Counsel, the PAGA Settlement Administrator may purchase annuities, utilize United States Treasuries and bonds, or utilize any other attorney fee deferral vehicles and any additional expenses associated with doing so will be paid separately by Plaintiffs' Counsel.

(f) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the Settlement Administration Costs to itself, only after the PAGA Settlement Packages have been mailed to all Aggrieved Employees.

8. **Release of Claims by Plaintiff, Aggrieved Employees, and the State of California**.

(a) Upon the date the Court has entered an order approving the Settlement Agreement and full funding of the Total Settlement Amount, and except as to the rights and obligations created by this Settlement Agreement, Plaintiffs and the State of California with respect to Aggrieved Employees, will be deemed to have knowingly and voluntarily released and forever discharged Defendant, including Defendant's parent corporation, affiliates, subsidiaries, divisions, predecessors, insurers, successors and assigns, and their current and former employees, attorneys, officers, directors and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such plans and programs (collectively, the "Released Parties"), to the full extent permitted by law, for civil penalties under California Labor Code section 2698, *et seq.* ("PAGA"), as well as any interest, fees, and costs available under PAGA, based on predicate violations for failure to pay the correct regular rate for overtime pay, meal and rest premium pay, and sick pay during PAGA Period, as well as civil penalties under PAGA for derivative violations of Labor Code §§ 226 and 201-203 based solely on the regular rate violations. (collectively, the "Released Claims"). This release shall be limited to the PAGA Period.

(b) **Plaintiffs' Individual Claims.** Plaintiffs represent that they have additional individual claims against Defendant that Plaintiffs are separately settling. Plaintiffs will also separately be paid for resolution of their individual claims as set forth in separate confidential individual settlement agreements. These individual settlements to be paid to Plaintiffs are in addition to their individual Employee Portions and will be memorialized in confidential individual settlement agreements that will be separate from this Agreement. The payment of these individual settlements is not contingent on approval of the PAGA settlement. If the Court requires the Parties to submit the terms of the individual settlement agreements to obtain approval of this Settlement, the Parties agree that the individual settlement agreements will be submitted in camera under seal to the Court.

9. **Governing Law and Interpretation**.

(a) This Settlement Agreement shall be governed and conformed in accordance with the laws of the State of California. Should any non-material provision of this Settlement Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable such provision immediately shall become null and void, leaving the remainder of this Settlement Agreement in full force and effect.

(b) In the event of a breach of any provision of this Settlement Agreement, any Party reserves the right to institute an action specifically to enforce any term or terms of this Settlement Agreement or seek damages for breach. In an action to enforce any term or terms of this Settlement Agreement or to seek damages for breach of this Settlement Agreement, the prevailing Party in that action shall be entitled to recover reasonable attorney's fees and costs from the non-prevailing Party.

10. **Amendment**. This Settlement Agreement may not be modified, altered or changed except in writing and signed by both Parties' counsel, wherein specific reference is made to this Settlement Agreement, subject to approval by the Court.

11. **Miscellaneous**.

(a) The Parties agree to stay all proceedings in the Action, including with respect to California Code of Civil Procedure section 583.310, except such proceedings necessary to implement and complete the Settlement, pending approval of the Settlement.

(b) This Settlement Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which, taken together shall constitute the same instrument. A signature made on a faxed or electronically transmitted copy of the Settlement Agreement or a signature transmitted by facsimile or electronic mail shall have the same effect as the original signature.

(c) The section headings used in this Settlement Agreement are intended solely for convenience of reference and shall not in any manner amplify, limit, modify or otherwise be used in the interpretation of any of the provisions hereof.

(d) This Settlement Agreement was the result of negotiations between the Parties and their respective counsel under the auspices of mediator Scott Radovich, Esq. In the event of vagueness, ambiguity or uncertainty, this Settlement Agreement shall not be construed against the Party preparing it but shall be construed as if both Parties prepared it jointly, and the

Parties may present their disputes to the mediator to resolve any vagueness, ambiguity, or uncertainty.

(e) If Plaintiffs or Defendant fail to enforce this Settlement Agreement or to insist on performance of any term, that failure does not mean a waiver of that term or of the Settlement Agreement. The Settlement Agreement remains in full force and effect anyway.

12. **Tax Liability.** Plaintiffs, Plaintiffs' Counsel, Defendant, and Defendant's Counsel do not intend anything contained in this Settlement Agreement to constitute advice regarding taxes or taxability, nor shall anything in this Settlement Agreement be relied on as such. Plaintiffs and Aggrieved Employees are not relying on any statement, representation, or calculation by Defendant, the Settlement Administrator, or Plaintiffs' Counsel in this regard. Plaintiffs and Aggrieved Employees understand and agree that Plaintiffs and Aggrieved Employees will be solely responsible for the payment of any taxes and penalties assessed on the payments described in this Settlement Agreement. Plaintiffs and Aggrieved Employees should consult with their tax advisors concerning the tax consequences of any payment they receive under the Settlement.

13. **Circular 230 Disclaimer.** EACH PARTY TO THIS SETTLEMENT AGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS SETTLEMENT AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISORS, IS OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B) HAS NOT ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISOR TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISOR'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS SETTLEMENT AGREEMENT.

14. **Settlement Awards Do Not Trigger Additional Benefits.** All payments made under the Settlement shall be deemed to be paid to the payee solely in the year in which such payments actually are issued to the payee. It is expressly understood and agreed that payments made under this Settlement shall not in any way entitle Plaintiffs or any Aggrieved Employees to additional compensation or benefits under any new or additional compensation or benefits, or any

bonus, contest, or other compensation or benefit plan or agreement in place during the PAGA Period, nor will it entitle Plaintiffs or any Aggrieved Employees to any increased retirement, 401K benefits or matching benefits, or deferred compensation benefits (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the PAGA Period).

15. **Interim Stay of Proceedings.** The Parties agree that upon the execution of this Agreement the litigation shall be stayed in the Action, except to effectuate the terms of this Agreement.

16. **Authorization to Enter into Settlement Agreement.** All Parties warrant and represent that their respective counsel are expressly authorized by the Parties to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken pursuant to this Settlement Agreement to effectuate its terms including executing any other documents required to effectuate the terms of this Settlement Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement Agreement and further intend that this Settlement Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under state or federal law.

17. **Acknowledgement that the Settlement is Fair and Reasonable.** The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Settlement after arm's length negotiations and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement Agreement.

18. **Severability.** If any term or provision of this Settlement Agreement is held to be invalid or unenforceable, the remaining portions of this Settlement Agreement will continue to be valid and will be performed, construed, and enforced to the fullest extent permitted by law, and the invalid or unenforceable term will be deemed amended and limited in accordance with the intent of the Parties.

19. **Confidentiality.** To the extent permitted by law, all agreements made and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement. Plaintiffs and their counsel will keep the operative complaint(s), PAGA letters, and this settlement confidential through approval. Plaintiffs' Counsel may not publicize this Settlement Agreement or use it for advertising purposes. Exceptions to the obligation of confidentiality in this section are: (i) disclosures necessary to comply with the law, judicial process, or for financial planning or tax preparation purposes; (ii) to obtain, seek, and maintain approval of this settlement in court and as is necessary to provide settlement information to Aggrieved Employees, and (iii) if any party seeks to enforce any term or condition of this Agreement against any other party. Nothing herein shall prevent Plaintiffs' counsel from disclosing this settlement for purposes of describing their qualifications as counsel in other cases or as required by a court, nor shall any terms herein preclude Plaintiffs' Counsel from communicating with and fulfilling its obligations to the Aggrieved Employees.

20. **Mutual Preparation.** The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement

will not be construed more strictly against one Party than another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations between the Parties, all Parties have contributed equally to the preparation of this Settlement Agreement.

21. **Representation By Counsel.** The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this Settlement Agreement has been executed with the consent and advice of counsel, and reviewed in full.

22. **All Terms Subject to Final Court Approval.** All amounts and procedures described in this Settlement Agreement herein will be subject to final Court approval.

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

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

Date: 05/13/2026 ,2026

Marco (May 13, 2026 12:08:56 PDT)
Marco Villasenor
Individually and on Behalf of
the State of California with Respect to Aggrieved Employees

Date: 05 / 26 / 2026 ,2026

Kimley Rocha
Individually and on Behalf of
the State of California with Respect to Aggrieved Employees

J.G. BOSWELL COMPANY

Date: 05/15/2026 , 2026

Gladys Wotring
Name: Gladys Wotring
Title: VP, HR

Approved as to form and content.

KING & SIEGEL LLP

Date: 05/13/2026 , 2026

Elliot Siegel (May 13, 2026 11:24:36 PDT)
Elliot J. Siegel, Esq.

Julian Burns King, Esq.
Attorneys for Plaintiff Marco Villasenor

BARAHMAND LAW GROUP

Date: 05/13/2026, 2026

Navid Barahmand, Esq.
Attorneys for Plaintiff Marco Villasenor

OTKUPMAN LAW FIRM, PC

Date: 05 / 26 / 2026, 2026

Roman Otkupman, Esq.
Nidah Farishta, Esq.
Attorneys for Plaintiff Kimley Rocha

SAGASER, WATKINS & WIELAND, PC

Date: May 18, 2026

Ian B. Wieland, Esq.
Daniella M. Crisanti, Esq.
Attorneys for Defendant J. G. Boswell Company

Exhibit A

<<Mailing Date>>

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

Re: Settlement Payment from *Marco Villasenor v. J. G. Boswell Company,* Los Angeles County Superior Court Case No. 24STCV26669; Kimley Rocha v. J. G. Boswell Company, Kings County Superior Court Case No. 25CU0003

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

Please find enclosed a check in the amount of **<<amount of payment>>** ("Individual Settlement Share"). This check is your payment from the settlement in the lawsuits entitled *Marco Villasenor v. J. G. Boswell Company,* Los Angeles County Superior Court Case No. 24STCV26669 and *Kimley Rocha v. J. G. Boswell Company*, Kings County Superior Court Case No. 25CU0003 ("PAGA Actions").

On August 6, 2024, Plaintiff Marco Villasenor, through his counsel, submitted a letter to the California Labor and Workforce Development Agency ("LWDA") and Defendant to notify the LWDA and Defendant, pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, et seq. ("PAGA") of Plaintiff Marco Villasenor's intent to seek civil penalties under PAGA for Defendant's alleged violations of California Labor Code sections 201, 202, 203, 204, 206.5, 226, 226.3, 226.7, 510, 512(a), 558, 1182.12, 1174, 1194, 1194.2, 1197, 1197.1, 1199, 1401, and 2802 and Industrial Welfare Commission Wage Orders, including inter alia, Wage Orders 4-2001, 5-2001, and 15-2001, thereby initiating LWDA Case Number LWDA-CM-1043968-24 ("*Villasenor* PAGA Notice.") Subsequently, On October 11, 2024, Plaintiff Marco Villasenor, through his counsel, filed a Representative Complaint (Los Angeles County Case No. 24STCV26669)("*Villasenor* Action") On March 17, 2025, Plaintiff Villasenor filed a First Amended Complaint to allege individual claims against Defendant, in addition to the PAGA Penalties sought in the *Villasenor* Action.

On August 15, 2024, Plaintiff Kimley Rocha, through her counsel, submitted a letter to the LWDA and Defendant to notify the LWDA and Defendant, pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, et seq. ("PAGA") of Plaintiff Kimley Rocha's intent to seek civil penalties under PAGA for Defendant's alleged violations of California Labor Code sections 201, 202, 203, 204, 210, 212(a)(2), 213, 226(a), 226.3, 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including inter alia, Wage Orders 4-2001, 5-2001, and 15-2001, thereby initiating LWDA Case Number LWDA-CM-1045756-24 ("*Rocha* PAGA Notice.") On January 3, 2025, Plaintiff Kimley Rocha, through counsel, filed a Representative Action Complaint (Kings County Superior Court Case No. 25CU0003)("*Rocha* Action").

Defendant denies all of Plaintiffs' allegations and denies any wrongdoing of any kind associated with Plaintiffs' allegations.

A settlement was reached between Plaintiffs and Defendant J. G. Boswell Company ("Defendant").

On << Date>>, the settlement was approved by the Court, with a portion to be paid to the LWDA and a portion to be paid to all current and former hourly-paid or non-exempt employees who worked for Defendant in the State of California during the period August 6, 2023 – October 11, 2025 ("Aggrieved Employees"). The period August 6, 2023 – October 11, 2025 is the "PAGA Period".

You are receiving a portion of the settlement (the enclosed Individual Settlement Share) because you have been identified as an Aggrieved Employee. Your Individual Settlement Share is based on the total number of pay periods that you worked for Defendant in California during the PAGA Period. The Individual Settlement Share is considered to be 100% penalties, which will be reported on an IRS Form 1099. You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

Under the settlement, as of <<date of entry of order by the Court approving the Settlement>>, the Released Parties were fully released and forever discharged from any and all Released Claims.

"Released Parties" means Defendant, including Defendant's parent corporation, affiliates, subsidiaries, divisions, predecessors, insurers, successors and assigns, and their current and former employees, attorneys, officers, directors and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such plans and programs.

"Released Claims" means any and all claims, arising during the PAGA Period, for civil penalties under California Labor Code section 2698, *et seq.* ("PAGA") as well as any interest, fees, and costs available under PAGA, based on the factual allegations in the Operative Complaints of the *Villasenor* and *Rocha* Actions, including but not limited to, for failure to pay minimum, regular, and overtime wages, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to provide compliant and accurate wage statements, failure to maintain complete and accurate payroll records, and failure to reimburse necessary business-related expenses and costs, in violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001, 5-2001, and 15-2001.

The enclosed check is valid for 90 days from the original date of issuance and mailing, and if it is not cashed, deposited, or otherwise negotiated within the 90-day timeframe, it will be canceled, and the funds associated with the canceled check will be transmitted to the State Controller's Office Unclaimed Property Division in your name and in the amount of your respective Individual Settlement Share.

Do not call or write the Court, Office of the Clerk of the Court, Plaintiffs, Plaintiffs' counsel, Defendant, or Defendant's counsel to ask questions about the settlement or to ask tax-related questions. If you have any such questions, you may contact [PAGA Settlement Administrator] at [toll-free phone number].

PAGA Long Form Settlement Agreement [Final]

Final Audit Report 2026-05-13

Created:	2026-05-13
By:	Navid Barahmand (navid@barahmandlaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAGe-kJ3_AjgaDeZCFwMq7vatDKMmzDHZG

"PAGA Long Form Settlement Agreement [Final]" History

Document created by Navid Barahmand (navid@barahmandlaw.com)
2026-05-13 - 4:34:42 PM GMT

Document emailed to eestela352@gmail.com for signature
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Document emailed to Elliot Siegel (elliot@kingsiegel.com) for signature
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Email sent to eestela352@gmail.com bounced and could not be delivered
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Navid Barahmand (navid@barahmandlaw.com) replaced signer eestela352@gmail.com with Marco Villasenor (marcovillasenor71@gmail.com)
2026-05-13 - 5:03:18 PM GMT

Document emailed to Marco Villasenor (marcovillasenor71@gmail.com) for signature
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Document e-signed by Elliot Siegel (elliot@kingsiegel.com)
Signature Date: 2026-05-13 - 6:24:36 PM GMT - Time Source: server - Signature Appearance Selected: MOBILE_DRAW

Navid Barahmand (navid@barahmandlaw.com) replaced signer eestela352@gmail.com with Marco (esparzavillasenorjimena@gmail.com)

2026-05-13 - 6:33:14 PM GMT

Document emailed to Marco (esparzavillasenorjimena@gmail.com) for signature

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Email viewed by Marco (esparzavillasenorjimena@gmail.com)

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Document e-signed by Marco (esparzavillasenorjimena@gmail.com)

Signature Date: 2026-05-13 - 7:08:56 PM GMT - Time Source: server - Signature Appearance Selected: MOBILE_DRAW

Agreement completed.

2026-05-13 - 7:08:56 PM GMT

Dropbox Sign

Audit trail

Title	Kimley Rocha - PAGA Settlement Agreement
File name	Settlement_Agreem...AGA_981678.1_.pdf
Document ID	66edeea548cd75696ff45813988d813adb9986f5
Audit trail date format	MM / DD / YYYY
Status	Signed

Document History

SENT	**05 / 27 / 2026** 05:27:28 UTC+8	Sent for signature to Kimley Rocha (kimley_58@yahoo.com) and Roman Otkupman (roman@olfla.com) by integrations@hellosign.com acting on behalf of rotkupman@gmail.com IP: 76.91.166.184
VIEWED	**05 / 27 / 2026** 05:28:52 UTC+8	Viewed by Kimley Rocha (kimley_58@yahoo.com) IP: 73.48.182.132
SIGNED	**05 / 27 / 2026** 05:33:42 UTC+8	Signed by Kimley Rocha (kimley_58@yahoo.com) IP: 73.48.182.132
VIEWED	**05 / 27 / 2026** 05:34:53 UTC+8	Viewed by Roman Otkupman (roman@olfla.com) IP: 172.59.196.189
SIGNED	**05 / 27 / 2026** 05:35:05 UTC+8	Signed by Roman Otkupman (roman@olfla.com) IP: 172.59.196.189
COMPLETED	**05 / 27 / 2026** 05:35:05 UTC+8	The document has been completed.