PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made by and between Plaintiff ARMANDO DE JESUS RODARTE ("Plaintiff"), on the one hand, and Defendants SEGAAR COMPANY, INC. ("Segaar Company"), a California corporation, and GREGORY SEGAAR ("Gregory"), an individual, on the other hand. Defendants Segaar Company and Gregory are collectively referred to herein as "Defendants." Plaintiff and Defendants are collectively referred to herein as the "Parties," or individually as "Party."

1. DEFINITIONS.

1.1. "Action" means the Plaintiff's PAGA lawsuit alleging wage and hour violations against Defendants captioned as *Rodarte v. Segaar Company, Inc., et al.*, Case No. CVRI2501209, initiated on March 6, 2025 and pending in the Superior Court of the State of California, County of Riverside.

1.2. "Administrator" means Phoenix Settlement Administrator, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with approval of this Settlement.

1.4. "Aggrieved Employee(s)" means all non-exempt employees employed by Segaar Company in California at any time during the PAGA Period.

1.5. "Aggrieved Employee Data" means Aggrieved Employee identifying information in Segaar Company's possession including the Aggrieved Employee's name, last known mailing address, Social Security number and number of PAGA Pay Periods.

1.6. "Aggrieved Employee Address Search" means the Administrator's investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces and direct contact by the Administrator with Aggrieved Employees.

1.7. "Approval Order" means the Court's Order Granting Approval of this PAGA Settlement.

1.8. "Court" means the Superior Court of California, County of Riverside.

1.9. "Defendants" means named Defendants SEGAAR COMPANY, INC. and GREGORY SEGAAR.

1.10. "Defense Counsel" means Brian D. Fahy, Esq., Samuel S. Sadeghi, Esq., and Ilana Gomez, Esq. of Morgan, Lewis, & Bockius LLP.

1.11. "Effective Date" means the date of entry of an Order by the Court approving the Agreement by means of Plaintiff's Motion for Approval of PAGA Settlement and the later of (1) the day after the last day on which any appeal might be filed with respect to the Approval Order, assuming no appeal is filed (i.e., the 61st day after the Court enters Approval Order); or (2) if there is an appeal, the date of successful resolution of any appeal(s) with respect to the Approval Order, including expiration of any time to seek reconsideration or further review.

1.12. "Gross Settlement Amount" means One Hundred Thousand Dollars Zero Cents (**$100,000.00**) which is the total amount Segaar Company agrees to pay under the Settlement except as provided in Paragraph 8 (Escalator Clause) below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator's Expenses Payment.

1.13. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 35% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employees worked during the PAGA Period.

1.14. "LWDA" means the California Labor and Workforce Development Agency, the agency, entitled, under Labor Code section 2699, subdivision (i).

1.15. "LWDA PAGA Payment" means the 65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (i).

1.16. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment and the Administration Expenses Payment. The remainder is to be distributed to Aggrieved Employees as Individual PAGA Payments.

1.17. "PAGA Counsel" means Justin Lo, Esq. and May T. To, Esq. of WORK LAWYERS PC, the attorneys representing the Plaintiff in the Action.

1.18. "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" means the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

1.19. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee was employed by Segaar Company.

1.20. "PAGA Period" means the period from January 1, 2024, to March 7, 2026.

1.21. "PAGA" means the California Labor Code Private Attorneys General Act (Lab. Code § 2698, et seq.).

1.22. "PAGA Notice" means Plaintiff's September 9, 2024 PAGA letter to Defendants and the LWDA pursuant to Labor Code section 2699.3, subdivision (a).

1.23. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 35% to the Aggrieved Employees and 65% to LWDA in the settlement of PAGA claims.

1.24. "Plaintiff" means ARMANDO DE JESUS RODARTE, the named plaintiff in the Action.

1.25. "Released PAGA Claims" means all claims for PAGA penalties that were alleged or reasonably could have been alleged, based on the facts and allegations in the Operative Complaint and/or the PAGA Notice that are alleged to have occurred during the PAGA Period, including but not limited to claims for penalties based on violations of the California Labor Code and IWC Wage Orders for (1) failure to provide meal periods; (2) failure to provide rest periods; (3) failure to provide complete and accurate wage statements; (4) failure to pay overtime wages; (5) failure to pay minimum wages; (6) failure to timely pay wages during employment; (7) failure to pay all wages due to discharged and quitting employees; and (8) failure to reimburse business expenses.

1.26. "Released Parties" means Defendants Segaar Company and Gregory and each of its/his former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

1.27. "Settlement" means the disposition of the Action affected by this Agreement and the Approval Order.

2. RECITALS.

2.1. On March 6, 2025, Plaintiff commenced this Action by filing a Complaint alleging a single cause of action under California Private Attorneys General Act ("PAGA") (Lab. Code § 2698, et seq.) for violations of the Labor Code. These violations include but are not limited to: (1) failure to provide meal periods; (2) failure to provide rest periods; (3) failure to provide complete and accurate wage statements; (4) failure to pay overtime wages; (5) failure to pay minimum wages; (6) failure to timely pay wages during employment; (7) failure to pay all wages due to discharged and quitting employees; and (8) failure to reimburse business expenses.

2.2. Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave timely written notice to Defendants and the LWDA by sending the PAGA notice on September 9, 2024.

2.3. On February 5, 2026, the Parties participated in an all-day mediation presided over by private mediator Michael Mandel, Esq. Although the Parties did not settle on the day of mediation, with the assistance of the mediator, and after subsequent negotiations, on March 6, 2026, the Parties reached a settlement, and agreed to fully and finally resolve the Action.

2.4. Prior to mediation, Plaintiff obtained, through formal discovery, time and pay records of Aggrieved Employees, along with employment policies.

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

3. MONETARY TERMS.

3.1. Gross Settlement Amount & Payment Plan. Except as otherwise provided in Paragraph 8 (Escalator Clause) below, Segaar Company promises to pay One Hundred Thousand Dollars and Zero Cents (**$100,000.00**) and no more as the Gross Settlement Amount, based on a payment plan described as follows: The first payment of Ten Thousand Dollars and Zero Cents ($10,000.00) shall be due on the later of (a) November 1, 2026, or (b) 30 days after the Court enters the Approval Order. After at least thirty (30) days following the first payment, Segaar Company shall make monthly payments of Ten Thousand Dollars and Zero Cents ($10,000.00) per month on the first of each month (or the next business day if it lands on a weekend or California court holiday) until the Gross Settlement Amount of $100,000.00 is fully paid (for example, if the first payment is due on November 25, 2026, the next monthly payment will be due on January 1, 2027). Segaar Company has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 6.1 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Segaar Company.

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 PAGA Counsel: A PAGA Counsel Fees Payment of not more than 33.33% of the Gross Settlement Amount, which is currently estimated to be Thirty-Three Thousand Three Hundred Thirty Dollars and Zero Cents ($33,330.00), and PAGA Counsel Litigation Expenses Payment of not more than Fifteen Thousand Dollars and Zero Cents ($15,000.00). Defendants will not oppose requests for Court approval of these payments provided that they do not exceed those amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA

Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion of the PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Segaar Company harmless, and agrees to defend and indemnify Segaar Company, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2. <u>To the Administrator</u>: An Administrator Expenses Payment not to exceed Three Thousand One Hundred Sixteen Dollars and Fifty-Five Cents ($3,116.55) except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than $3,116.55, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.3. <u>To the LWDA and Aggrieved Employees</u>: PAGA Penalties in the estimated amount of Forty-Eight Thousand Five Hundred Fifty-Three Dollars and Forty-Five Cents ($48,553.45) to be paid from the Gross Settlement Amount, with 65% (estimated to be $31,559.74) allocated to the LWDA PAGA Payment and 35% (estimated to be $16,993.71) allocated to the Individual PAGA Payments.

3.2.3.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of the PAGA Penalties (estimated to be $16,993.71) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.3.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. <u>SETTLEMENT FUNDING AND PAYMENTS.</u>

4.1. Aggrieved Employee Pay Periods. Based on a review of its records in advance of mediation, Segaar Company estimated, as of December 18, 2025, that it employed approximately 58 non-exempt employees who worked approximately 3,264 weekly PAGA Pay Periods during the period between January 1, 2024, and December 18, 2025, and further estimates that those employees worked approximately 3,645 weekly PAGA Pay Periods during the PAGA Period.

4.2. Aggrieved Employee Data. Within 15 days of the Court's approval of the Motion for Approval of the PAGA Settlement, Segaar Company will confidentially deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use of the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Segaar Company has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Segaar Company must send the Aggrieved Employee Data 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 Aggrieved Employee Data.

4.3. Funding of Gross Settlement Amount. Segaar Company shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator pursuant to the payment plan described in Paragraph 3.1 above.

4.4. Payments from the Gross Settlement Amount. Within 14 days after Segaar Company fully fund the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment. Disbursements of the PAGA Counsel Fees and PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

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

4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are retuned undelivered without USPS forwarding address. Within 7 days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

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

5. **RELEASES OF CLAIMS.** Effective on the date when Segaar Company fully funds the entire Gross Settlement Amount, Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

5.1. <u>Release by Plaintiff and Aggrieved Employees</u>:

Plaintiff and all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors and assigns, the Released Parties from the Released PAGA Claims.

6. **MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.** The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

6.1. <u>Plaintiff's Responsibilities</u>. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Approval Order; (ii) 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 Aggrieved Employee Data; 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 Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the

LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (iv) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiff and PAGA 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 application or motion for approval of this Settlement no later than 60 days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Approval 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, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

7.1. Selection of Administrator. The Parties have jointly selected Phoenix Settlement Administrator to serve as the Administrator and verified that, as a condition of appointment, Phoenix Settlement Administrator agrees to be bound by this Agreement to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

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

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

7.4. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE. Based on a review of its records in advance of mediation, Segaar Company estimated as of December 18, 2025, that it employed approximately 58 non-exempt employees who worked approximately 3,264 weekly PAGA Pay Periods during the period between January 1, 2024, and December 18, 2025, and further estimates that those employees worked approximately 3,645 weekly PAGA Pay Periods during the PAGA Period. In the event the actual number of PAGA Pay Periods during the PAGA Period increases by more than 10% (ten percent) of the estimate (i.e., more than 4,010), Segaar Company shall have the option to either: (a) increase the Gross Settlement Amount pro rata for every additional pay period worked by the PAGA members above that 10% threshold (i.e., if the actual number of pay periods worked by the Aggrieved Employees is 11% larger than this estimate, the Gross Settlement Amount shall be increased by 1%), or, (b) ending the PAGA Period on the date that the number of pay periods worked by the Aggrieved Employees equals 4,010, in which case, no adjustment to the Gross Settlement Amount shall be made.

9. CONTINUING JURISDICTION OF THE COURT. The Parties agree that, after entry of the Approval Order, the Court will retain jurisdiction over the Parties, Action and the Settlement solely for purposes of (i) enforcing this Agreement and/or the Approval Order, (ii) addressing settlement administration matters and (iii) addressing such post-Approval Order matters as are permitted by law.

9.1. Waiver of Right to Appeal. Provided the Approval Order is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel waive all rights to appeal from the Order Approving PAGA Settlement, including all rights to post-Order and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Approval Order, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Approval Order becomes final, except as to matters that do not affect the Net Settlement Amount.

10. ADDITIONAL PROVISIONS.

10.1. No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this

Settlement only. If for any reason the Court does not approve this Settlement, Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

10.2. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants or inducements made to or by any Party.

10.3. Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

10.4. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

10.5. Nullification of Settlement. Defendants shall have the sole right to void this Agreement and withdraw from this Settlement if the Court does not approve the release of all of the Released PAGA Claims, or otherwise makes an order inconsistent with the Settlement's material terms concerning the releases or consideration, including but not limited to requiring Segaar Company to pay more than the Gross Settlement Amount unless such additional payment is pursuant to Paragraph 8. If the Agreement is voided pursuant to the foregoing, the Parties will split any costs that may be due to the Administrator.

10.6. Dismissal. Upon the Court's approval of this Agreement and payment of all sums required by this Agreement, Plaintiff shall file a request for dismissal of the Action as to Defendants with prejudice. Pursuant to Code of Civil Procedure section 664.6, the Court shall retain jurisdiction to enforce the terms of this Agreement.

10.7. Severability. If any clause or provision of this Agreement is declared illegal or unenforceable, it shall be modified as minimally as necessary to be enforceable. If the provision cannot be modified to be enforceable, such provision shall immediately become null and void, leaving the remainder of this Agreement in full force and effect.

10.8. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action or right released and discharged by the Party in this Settlement.

10.9. No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

10.10. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

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

10.12. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

10.13. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

10.14. 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.

10.15. Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Evidence Code section 1152, and all copies and summaries of any PAGA Data provided to PAGA Counsel by Defendants in connection with the mediation, 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 California Rules of Court rule. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendants unless, prior to the Administrator's payment of all Settlement Funds, Defendants make a written request to PAGA Counsel for the return, rather than the destruction, of Aggrieved Employee Data.

10.16. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

10.17. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

10.18. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Justin Lo, Esq. (SBN 280102)
Justin@caworklawyer.com
May T. To, Esq. (SBN 305268)
May@caworklawyer.com
WORK LAWYERS PC
22939 Hawthorne Blvd., Suite 300
Torrance, CA 90505
Telephone: (310) 248-2944
Fax: (424) 355-8335

To Defendant:

Brian D. Fahy (SBN 266750)
brian.fahy@morganlewis.com
Samuel S. Sadeghi (SBN 311785)
sam.sadeghi@morganlewis.com
Ilana Gomez (SBN 360210)
ilana.gomez@morganlewis.com
MORGAN, LEWIS & BROKIUS LLP
300 South Grand Ave., 22nd Floor
Los Angeles, CA 90070-3132
Telephone: (213) 612-2500
Fax: (213) 612-2501

10.19. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.20. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

Dated: 5/28/2026

Signed by:

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Plaintiff ARMANDO DE JESUS RODARTE

Dated:

____
Name: ________________
Its: __________________
for Defendant SEGAAR COMPANY, INC.

Dated:

____
Defendant GREGORY SEGAAR

Dated: May 28, 2026

WORK LAWYERS PC

____
Justin Lo, Esq.
May T. To, Esq.
Attorneys for Plaintiff

Dated:

MORGAN, LEWIS, BROCKIUS LLP

____
Brian D. Fahy, Esq.
Samuel S. Sadeghi, Esq.
Ilana Gomez, Esq.
Attorney for Defendants

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Dated: 5/28/2026

Signed by:

94805A9ECD3A49A...

Plaintiff ARMANDO DE JESUS RODARTE

Dated: 6/8/2026

Name: Greg Segaar
Its: President
for Defendant SEGAAR COMPANY, INC.

Dated: 6/8/2026

Defendant GREGORY SEGAAR

Dated: May 28, 2026

WORK LAWYERS PC

May T. To

Justin Lo, Esq.
May T. To, Esq.
Attorneys for Plaintiff

Dated: June 8, 2026

MORGAN, LEWIS, BROCKIUS LLP

Brian D. Fahy, Esq.
Samuel S. Sadeghi, Esq.
Ilana Gomez, Esq.
Attorney for Defendants