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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE, CIVIL COMPLEX CENTER

MIRNA MARTINEZ, an aggrieved employee on behalf of other aggrieved employees, Plaintiff, vs. MASTERCORP COMMERCIAL SERVICES, LLC, a Tennessee Limited Liability Company; and DOES 1 through 100, inclusive, Defendants.	CASE NO. 30-2025-01463889-CU-OE-CXC Assigned for All Purposes to Honorable David A. Hoffer, Dept. CX-103 **PAGA SETTLEMENT AGREEMENT** Complaint Filed: February 27, 2025

This PAGA Settlement Agreement ("Agreement") is made by and between Plaintiff MIRNA MARTINEZ ("Plaintiff") and Defendant MASTERCORP COMMERCIAL SERVICES, LLC ("Defendant"). The Agreement refers to Plaintiff and Defendant collectively as "Parties," or individually as "Party."

1. DEFINITIONS

1.1. "Action" collectively means the Plaintiff's (i) PAGA lawsuit alleging wage and hour violations against Defendant, captioned *Mirna Martinez v. MasterCorp Commercial Services, LLC*, Case No. 30-2025-01463889-CU-OE-CXC, initiated on February 27, 2025, and pending in Superior Court of the State of California, County of Orange; and (ii) individual action lawsuit alleging wage and hour claims against Defendant, captioned *Mirna Martinez v. MasterCorp Commercial Services, LLC*, Case No. 30-2024-01439413-CU-OE-CXC, initiated on November 12, 2024, and pending in Superior Court of the State of California, County of Orange.

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

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

1.4. "Approval Order" means the Court Order Granting Approval of this Settlement.

1.5. "Court" means the Superior Court of California, County of Orange.

1.6. "Defendant" means named defendant MasterCorp Commercial Services, LLC.

1.7. "Defense Counsel" means Eric J. Gitig and Lauren B. Shelby of Jackson Lewis P.C.

1.8. "Effective Date" means the later of: (a) the date the Court enters a Judgment on its Approval Order; and (b) the Judgment is final. The Judgment is final sixty-five (65) days after the latest of the following occurrences: (i) if no third party intervenes and the LWDA does not comment on the settlement, the day the Court enters Judgment; (ii) if any party intervenes, or the LWDA comments on the settlement, but no appeal of the Judgment is filed, the day after the deadline for filing a notice of appeal from the Judgment; (iii) if any party intervenes, or the LWDA comments on the settlement, and there is an appeal of the Court's Judgment, the latest of the date the Judgment is affirmed on appeal and a remittitur is issued, the date of dismissal of such appeal, or the expiration of the time to file a petition for writ of certiorari to the California Supreme Court; or (iv) if a petition for writ of certiorari to the California Supreme Court is filed, the date of denial of the petition for writ of certiorari, or the date the Judgment is affirmed in the event the petition is granted.

1.9. "Gross Settlement Amount" means $520,000.00 (Five Hundred Twenty Thousand Dollars and Zero Cents) which is the total amount Defendant agrees to pay under the Settlement, except as provided in Paragraph 8.1 below. The Gross Settlement Amount will be used to pay the LWDA PAGA Payment, Individual PAGA Payments, PAGA Representative Service Award, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator's Expenses Payment.

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

1.11. "Judgment" means the judgment entered by the Court based upon the Approval Order.

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

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

1.14. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Representative Service Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and Administration Expenses Payment.

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

1.16. "PAGA Counsel" means Shoham Solouki and Grant Savoy of Solouki Savoy LLP.

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

1.18. "PAGA Employee" means a person employed by Defendant in California during the PAGA Period as a non-exempt, hourly-paid employee .

1.19. "PAGA Employee Data" means a list prepared by Defendant using information in Defendant's possession that includes each PAGA Employee's (i) full name, (ii) last-known mailing address, (iii) Social Security number, and (iv) either the dates worked for Defendant as a non-exempt, hourly-paid employee during the PAGA Period or the total number of PAGA Pay Periods worked.

1.20. "PAGA Employee Address Search" means the Administrator's investigation and search for current PAGA Employees' 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 PAGA Employees.

1.21. "PAGA Notice" means Plaintiff Mirna Martinez's October 10, 2024 letter to Defendant and the LWDA, providing notice pursuant to Labor Code section 2699.3 subd. (a).

1.22. "PAGA Pay Period" means any Pay Period during which a PAGA Employee worked for Defendant for at least one day during the PAGA Period.

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

1.24. "PAGA Period" means the period from October 11, 2023 through the date of the Court's Approval Order.

1.25. "PAGA Representative Service Payment" means the amount of Fifteen Thousand Dollars and Zero Cents ($15,000.00) to be paid to Plaintiff out of the Gross Settlement Amount, subject to approval by the Court.

1.26. "Plaintiff" means Mirna Martinez the named Plaintiff in the Action.

1.27. "Released PAGA Claims" means the claims being released as described in Paragraph 5.1 below.

1.28. "Released Parties" means: Defendant and all its present and former parent companies, subsidiaries, divisions, related or affiliated companies (including but not limited to MasterCorp, Inc.), shareholders, officers, directors, employees, agents, attorneys, insurers, successors and assigns, and any individual or entity which could be liable for any of the Released Claims, and Defendant's counsel of record in the Action.

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

2. RECITALS

2.1. On October 10, 2024, Plaintiff filed with the LWDA and served on Defendant the PAGA Notice under Labor Code section 2699.3, stating Plaintiff intended to serve as a proxy of the LWDA to recover civil penalties on behalf of herself and other employees of Defendant for various Labor Code violations.

2.2. On November 12, 2024, Plaintiff filed a putative class action complaint alleging the following causes of action against Defendant: failure to provide required meal periods; failure to provide required rest periods; failure to pay overtime wages; failure to pay minimum wage; failure to pay timely wages; failure to pay all wages due to discharged and quitting employees; failure to maintain required records; failure to furnish accurate itemized wage statements; failure to indemnify employees for necessary expenditures incurred in discharge of duties; and unfair and unlawful business practices.

2.3. On February 27, 2025, Plaintiff commenced this Action by filing a complaint alleging a single cause of action against Defendant for civil penalties pursuant to PAGA based on the various Labor Code violations alleged in the PAGA Notice.

2.4. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.

2.5. Pursuant to the Parties' stipulations, on September 30, 2025, the Court ordered Plaintiff to submit her individual claims to arbitration and dismissed Plaintiff's putative class claims without prejudice.

2.6. On March 17, 2026, the Parties participated in an all-day mediation presided over by Steve Mehta, Esq., an experienced mediator of wage and hour class/PAGA claims, which led to this Agreement to settle the Action.

2.7. Prior to mediation Plaintiff obtained, through informal discovery: (a) redacted payroll and time data for 20% of the then estimated 641 PAGA Employees during the PAGA Period; (b) all applicable written wage and hour policy documents; (c) Plaintiff's complete time and pay records; (d) Plaintiff's complete personnel and employment records; and (e) aggregate data points including the number of PAGA Employees during the PAGA Period and the number of pay periods during the PAGA Period, among others.

2.8. The Parties, PAGA Counsel, and Defense Counsel represent that they are aware of the following pending PAGA action that is asserting claims that will be extinguished or affected by the Settlement: *Ninette Amaya Romero v. MasterCorp, Inc., et al.*, Los Angeles County Superior Court Case No. 25PSCV02652.

3. MONETARY TERMS

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8.1 below, Defendant promises to pay $520,000.00 as the Gross Settlement Amount, unless increased pursuant to Paragraph 8.1 of this Agreement. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring PAGA Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Approval Order:

3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 35% of the Gross Settlement Amount, which, unless escalated pursuant to Paragraph 8.1 of this Agreement, is currently estimated to be $182,000.00 and a PAGA Counsel Litigation Expenses Payment of not more than $25,000.00. Defendant will not oppose requests for these payments provided that they do not exceed these amounts, unless the Gross Settlement Amount is increased as provided in Paragraph 8.l below. Plaintiff and/or PAGA Counsel will file a motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment prior to the Approval Hearing. 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 any 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 Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2. <u>To Plaintiff</u>: A PAGA Representative Service Payment not to exceed Fifteen Thousand Dollars and Zero Cents ($15,000.00) to Plaintiff, subject to approval by the Court. If the Court approves a PAGA Representative Service Payment less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Plaintiff arising from any claim to any portion of any PAGA Representative Service Payment. The Administrator will pay the PAGA Representative Service Payment using one or more IRS 1099 Forms. Plaintiff assumes full responsibility and liability for taxes owed on the PAGA Representative Service Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of this Payment.

3.2.3. <u>To the Administrator</u>: An Administrator Expenses Payment not to exceed $6,250.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less, or the Court approves payment less than $6,250.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To the LWDA and PAGA Employees: PAGA Penalties, as currently estimated and subject to change, in the amount of no less than $291,750.00 to be paid from the Gross Settlement Amount, with sixty-five percent (65%), or no less than $189,637.50, to be paid to the Labor and Workforce Development Agency ("LWDA") and thirty-five percent (35%), or no less than $102,112.50, to be paid to PAGA Employees in the form of Individual PAGA Payments.

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

3.2.4.2. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS

4.1. PAGA Pay Periods. Based on a review of its records to date, Defendant estimates there are approximately 641 PAGA Employees who worked a total of 25,583 PAGA Pay Periods.

4.2. PAGA Employees Data. Within twenty-eight (28) days of the Approval of the Settlement, Defendant will deliver the PAGA Employees Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect PAGA Employees' privacy rights, the Administrator must maintain the PAGA Employees' Data in confidence, use the PAGA Employees Data only for purposes of this Settlement and for no other purpose, and restrict access to the PAGA Employees Data to Administrator employees who need access to the PAGA Employees Data to effect and perform under this Agreement. The Administrator shall not be permitted to share any of the information included in the PAGA Employees Data to any individual or entity without express written permission from Defendant or Defendant's Counsel. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the PAGA Employees Data omitted PAGA Employees member identifying information and to provide corrected or updated PAGA Employees Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the PAGA Employees 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 PAGA Employees' Data.

4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator within seven (7) calendar days of the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within fourteen (14) days after Defendant fully funds 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, the PAGA Counsel Litigation Expenses Payment, and the PAGA Representative Service Payment. Disbursement of the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment and the PAGA Representative Service Payment shall not precede disbursement of Individual PAGA Payments, and the Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the PAGA Employees via First PAGA 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 include a notice in the form of **Exhibit A** along with the check mailed to each PAGA Employee.

4.4.3. The Administrator must conduct a PAGA Employee Address Search for all other PAGA Employees whose checks are retuned undelivered without USPS forwarding address. Within 5 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 PAGA Employee Address Search. The Administrator need not take further steps to deliver checks to PAGA Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any PAGA Employee whose original check was lost or misplaced, requested by the PAGA Employee prior to the void date.

4.4.4. For any PAGA 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 PAGA Employee.

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

5. RELEASE OF CLAIMS

Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

5.1. <u>Release of PAGA Claims:</u> For the duration of the PAGA Period and to the extent permitted by law, the PAGA Employees, the LWDA, and the State of California, by and through Plaintiff as an agent and proxy of the LWDA, release the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice, including but not limited to PAGA-based claims for failure to provide prompt payment of wages during employment; failure to pay all wages due upon separation; failure to provide accurate itemized wage statements; failure to provide meal periods; failure to provide rest periods; failure to pay hourly wages, including minimum wages and overtime wages; failure to maintain records; and failure to indemnify employees for necessary expenditures incurred in discharge of duties. This includes, but is not limited to, claims for violation of California Labor Code sections 200-204, 226, 226(a), 226(c), 226.2, 226.3, 226.7, 226.8, 350, 351, 403, 410, 510, 512, 558, 558(a), 1102.5, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1198, 1198.5, 2802, 2810.5, 2698, et seq. The Parties agree that there is no statutory right for any PAGA Employee to opt out, object, or otherwise exclude himself or herself from the PAGA Settlement.

5.2. Additional Release by Plaintiff: In addition to the releases given by each PAGA Employee in Paragraph 5.1 above, Plaintiff, for herself and her former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally releases and discharges Released Parties from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, action or causes of action of whatever kind or nature, whether known or unknown, contingent or accrued, under any legal theory under any body of law, from the beginning of time through the date on which the Court grants Approval of this Settlement. This general release by Plaintiff also includes a waiver of rights under California Civil Code Section 1542, which states:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

5.3 Release by PAGA Counsel: PAGA Counsel release, on behalf of their present and former attorneys, employees, agents, successors and assigns, the Released Parties from all claims for fees and costs incurred in connection with the Action or the PAGA Notices, or any facts asserted therein, expressly excluding fees and costs incurred in any successful action required to enforce the terms of this Settlement, including any terms regarding funding, pursuant to Paragraph 10.17 below.

6. MOTION FOR APPROVAL OF SETTLEMENT AGREEMENT

The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

6.1. Plaintiff's Responsibilities. Plaintiff will prepare all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (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 PAGA 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 PAGA Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; and (iii) a signed declaration from PAGA Counsel attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), and this Agreement (Labor Code section 2699, subd. (l)(2)). The proposed Order Granting Approval of PAGA Settlement and Notice in the form of **Exhibit A** are to be mutually agreed upon by the Parties prior to Plaintiff filing the Order with the Court. Plaintiff agrees to provide Defendant with a draft of the Motion for Approval of PAGA Settlement within thirty (30) days of Defendant executing this Agreement and at least seven (7) days prior to filing the Motion with the Court, and will provide Defendant with the opportunity to review and comment upon drafts of all other pleadings to be filed in connection with the Motion (e.g., notice of motion, memorandum of points and authorities, and supporting declarations). Plaintiff agrees to incorporate any and all of Defendant's revisions to the drafts of the notice and memorandum in support of the Motion. In the event Plaintiff disagrees with any of Defendant's revisions, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements prior to the Motion being filed with the Court.

6.2. Responsibilities of Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or Motion for approval of this

Settlement 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 Order 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 and conferring in good faith to resolve the disagreement prior to the application or motion being filed with the Court. 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 and conferring in good faith to modify the Agreement and otherwise satisfy the Court's concerns. If, following good-faith meet-and-confer efforts, the Parties are unable to resolve any disagreement as to (a) any aspect of the proposed Motion for Approval and/or the supporting declarations or documents, and/or (b) any modifications to the Agreement or other actions necessary to address the Court's concerns in connection with the Court's denial of the approval motion or placement of conditions on approval, the Parties agree to enlist the assistance of the mediator, and, if necessary, the Court.

7. SETTLEMENT ADMINISTRATION

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

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. PAGA SIZE ESTIMATES AND ESCALATOR CLAUSE

8.1. Increase in Pay Periods. Based on its records, Defendant represents that, at the time of mediation, there were approximately 641 PAGA Employees who worked approximately 25,583 Pay Periods during the PAGA Period. In the event the number of Pay Periods worked by the PAGA Employees during the PAGA Period increases by more than 110% of this estimate (i.e., if there are more than 28,142 Pay Periods), then Defendant, at its sole discretion, shall either: (i) increase the Gross Settlement Amount on a proportional basis for those Pay Periods worked in excess of 110% of the 25,583 estimate (i.e., if there is a 20% increase in the total Pay Periods, Defendant shall increase the Gross Settlement Amount by 10%); or (ii) cut off the PAGA Period as of the date the total Pay Periods does not exceed the 25,583 estimate plus 10% (i.e., so that the total Pay Periods is at or below 28,142).

9. CONTINUING JURISDICTION OF THE COURT.

The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment pursuant to Code of Civil Procedure section 664.6, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

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

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

10.7. 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.

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

10.9. 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.

10.10. 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.

10.11. 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.

10.11.1. Confidentiality Prior to Approval of Settlement. Plaintiff and PAGA Counsel will not make any public disclosures of any kind regarding the Settlement, including but not limited to postings on Class Counsel’s website and postings on any social media sites/outlets, except for public postings or filings necessary for getting approval of the Settlement, in response to a court order or subpoena, or in response to an inquiry or subpoena issued by a state or federal government agency. PAGA Counsel will take all steps necessary to ensure Plaintiff is aware of, and will encourage her to adhere to, the restriction against any public disclosures regarding the Settlement. PAGA Counsel will not include or use the Settlement for any marketing or promotional purposes, or for attempting to influence Defendant's business relationships, either before or after the Motion for Approval of PAGA Settlement is filed.

10.11.2. Confidentiality Following Approval of Settlement. Following approval of the Settlement, Plaintiff and PAGA Counsel will not initiate any communications with the media or third parties regarding the Settlement. If contacted by the media or third parties, Plaintiff and PAGA Counsel may only discuss information publicly available. PAGA Counsel will take all steps necessary to ensure Plaintiff are aware of, and will encourage them to adhere to, the restriction against initiating any media comment. PAGA Counsel further agrees not to use the Settlement or any of its terms for any marketing or promotional purposes. Nothing herein will restrict PAGA Counsel from including publicly available information regarding this Settlement: in future judicial submissions regarding PAGA Counsel's qualifications and experience; for public postings or filings necessary for getting approval of the Settlement, including submission of the Settlement and other relevant documents to LWDA prior to Settlement approval; in response to a court order or subpoena or in response to an inquiry or subpoena issued by a state or federal government agency; or to the extent necessary to report income to appropriate taxing authorities.

10.12. Use of PAGA Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendant 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 rule of court.

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

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

10.15. 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.

10.16. 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 CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

10.17. Enforcing the Settlement Agreement. Should a Party be required to enforce compliance with the Settlement Agreement, including but not limited to any term regarding funding, the prevailing Party in any successful action or litigation to enforce the Settlement Agreement shall be entitled to attorneys' fees and expenses.

10.18. Severability. In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way effect any other provision if Defendant's Counsel and PAGA Counsel, on behalf of the Parties and the PAGA Settlement, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this

Agreement.

IT IS SO AGREED:

Firmado por:

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Plaintiff Mirna Martinez

Defendant MasterCorp Commercial Services, LLC
Name: Richard McLaughlin
Title: President

AGREED AS TO FORM ONLY:

Shoham Solouki
Grant Savoy
SOLOUKI SAVOY, LLP
Counsel for Plaintiff

Lauren Shelby (Jul 15, 2026 13:44:32 PDT)

Eric J. Gitig
Lauren B. Shelby
JACKSON LEWIS P.C.
Counsel for Defendant

EXHIBIT "A"

[Date]

ILYM Group, Inc.
2832 Walnut Ave. Suite C
Tustin, CA 92780

Re: PAGA Settlement Payment

Dear Current or Former Employee of MasterCorp Commercial Services, LLC,

You are receiving this notice because MasterCorp Commercial Services, LLC's records indicate that you worked for the company in California as a non-exempt employee between October 11, 2023, and __________, 2026. This letter concerns the settlement of a lawsuit filed against MasterCorp Commercial Services, LLC (Orange County Superior Court Case No. 30-2025-01463889-CU-OE-CXC). In this case, the Plaintiff sought civil penalties under the California Private Attorneys General Act (PAGA) on behalf of the State of California and other non-exempt employees in California based on alleged wage and hour violations.

MasterCorp Commercial Services, LLC has disputed these claims and believes it has consistently paid employees in compliance with the law. The Court has not made any determinations regarding the claims.

To avoid the costs and time associated with litigation, the parties agreed to settle the matter, and this settlement has been approved by the Court. As part of the settlement, funds have been allocated for penalties under PAGA, with 65% designated for the State of California and 35% for eligible employees like yourself.

The enclosed settlement check represents your portion of the PAGA Settlement. You are protected from retaliation for cashing this check. Please note that checks not cashed within 180 days of issuance will be voided, with unclaimed funds transferred to the California Controller's Unclaimed Property Fund in your name.

Regardless of whether you cash the check, by law, this settlement releases claims for penalties under PAGA as outlined in the case.

If you have any questions about this notice or the settlement, please contact the Settlement Administrator at (888) 250-6810.

Thank you.