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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

BRIAN AGUILAR, individually, and on behalf of all others similarly situated,

Plaintiff,

vs.

PEARSON DENTAL SUPPLIES, INC., a California corporation; and DOES 1 through 10, inclusive,

Defendant.

Case No. 24STCV27978

Assigned for all purposes to: Hon. Carolyn B. Kuhl, Dept. 12

PAGA SETTLEMENT AGREEMENT

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This binding Settlement Agreement ("Agreement") is made by and between Plaintiff Brian Aguilar ("Plaintiff") and Defendant Pearson Dental Supplies, Inc. ("Defendant") under the California Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*, "PAGA"). The Agreement refers to Plaintiff and Defendant collectively as "Parties," or individually as "Party."

1. **DEFINITIONS.**

1.1. "Action" means the Plaintiff's lawsuit alleging wage and hour violations against Defendant, captioned *Brian Aguilar v. Pearson Dental Supplies, Inc.*, Case No. 24STCV27978, initiated on October 25, 2024, and pending in Superior Court of the State of California, County of Los Angeles.

1.2. "Administrator" means CPT Group Class Action Administrators, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. "Administration Fees and Costs 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 the approval of the Settlement.

1.4. "Aggrieved Employees" means all persons who currently or formerly worked for Defendant as non-exempt, hourly-paid employees in the State of California from during the PAGA Period.

1.5. "Aggrieved Employee Data" means Aggrieved Employee identifying information in Defendant's possession including the Aggrieved Employee's: (1) name, (2) last-known mailing address, (3) Social Security number, and (4) the dates of employment (i.e., hire dates, and, if applicable, re-hire date(s) and/or separation date(s)).

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.

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

1.8. "Defendant" means named Defendant Pearson Dental Supplies, Inc.

1.9. "Defense Counsel" means Kristin A. S. Diaz and Andrea Vizzo of LightGabler LLP.

1.10. "Demand" means demand for arbitration filed by Plaintiff - JAMS Ref. No.: 5220010122.

1.11. "Effective Date" shall be the date when all of the following occurs: (1) the long-form settlement agreement has been signed by the Parties hereto, PAGA Counsel, and Defense Counsel; (2) the Court approves this Agreement through entry of an Order and Judgment; and (3) the judgement has become final.. No money will be distributed unless and until the Effective Date occurs.

1.12. "Final Judgment" means the Judgment entered by the Court upon granting approval of the Settlement.

1.13. "Gross Settlement Amount" means $364,500.00, which is the total amount Defendant agrees to pay under the Settlement. The Gross Settlement Amount will be used to pay the PAGA Penalties (which is the sum of the LWDA PAGA Payment and PAGA Payment to the Aggrieved Employees), PAGA Counsel Fees, PAGA Counsel Costs, the PAGA Representative Service Payment, and the Administrator's Fees and Costs.

1.14. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of PAGA Payment to the Aggrieved Employees, calculated according to the number of PAGA Pay Periods the particular Aggrieved Employee worked during the PAGA Period.

1.15. "Judgment" means the judgment entered by the Court based upon the PAGA Approval.

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

1.17. "LWDA PAGA Payment" means the 65% of the PAGA Penalties paid to the

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LWDA under Labor Code section 2699, subdivision (m).

1.18. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Counsel Fees, PAGA Counsel Costs, the PAGA Representative Service Payment, and the Administrator's Fees and Costs; in other words, the Net Settlement Amount is the PAGA Penalties amount.

1.19. "PAGA" means the Labor Code Private Attorneys General Act of 2004 (Lab. Code, § 2698 et seq.).

1.20. "PAGA Approval" means the Court's order granting approval of the Settlement.

1.21. "PAGA Counsel" means John G. Yslas, Eugene Zinovyev, Emily Borman, John Brown, Lisa B. Iturriaga and Gabriella Solé of the Wilshire Law Firm, P.L.C.

1.22. "PAGA Counsel Fees Payment" and "PAGA Counsel Costs Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and actual reasonable costs and expenses, respectively, incurred to prosecute the Action.

1.23. "PAGA Notice" means Plaintiff's November 11, 2024, letter to Defendant and the LWDA, providing notice pursuant to Labor Code section 2699.3, subdivision (a).

1.24. "PAGA Payment to the Aggrieved Employees" means the 35% of the PAGA Penalties paid to the Aggrieved Employees under Labor Code section 2699, subdivision (m).

1.25. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period, based on hire dates, re-hire dates (as applicable), and termination dates (as applicable).

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

1.27. "PAGA Period" means the period from November 20, 2023, through the date the Court grants approval of the PAGA Settlement.

1.28. "PAGA Representative" or "Plaintiff" means Plaintiff Brian Aguilar.

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1.29. "PAGA Representative Service Payment" means the payment to the PAGA Representative for initiating the PAGA Action and providing services in support of the PAGA Action.

1.30. "PAGA Settlement Notice" means the COURT APPROVED NOTICE OF PAGA SETTLEMENT, to be mailed to Aggrieved Employees in English, or Spanish, as needed, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.31. "Released PAGA Claims" means the claims being released as described in Paragraph 5 below.

1.32. "Released Parties" means Defendant, together with its past, present, and/or future direct and/or indirect owners, shareholders, partners, officers, directors, members, agents, assigns, attorneys, insurers, independent contractors, employees, predecessors, successors, parents, subsidiaries, affiliates, staffing agencies, related entities, or other representatives of any kind of each of the foregoing entities, any other entity, company, or person who could be deemed a joint employer, alter ego, or agent of Defendant, and related parties that have been or could have been asserted in the operative Complaint and/or Demand in the Action.

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

2. **RECITALS.**

2.1. On October 25, 2024, Plaintiff filed a Class Action Complaint for damages in the Los Angeles Superior Court against Defendant for: (1) Failure to Pay Minimum and Straight Time Wages (Cal. Lab. Code §§ 204, 1194, 1194.2, 1197, and 1197.1); (2) Failure to Pay Overtime Wages (Cal. Lab. Code §§ 1194 and 1198); (3) Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7, 512); (4) Failure to Authorize and Permit Rest Periods (Cal. Lab. Code §§ 226.7); (5) Failure to Timely Pay Final Wages at Termination (Cal. Lab. Code §§ 201-203); (6) Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code § 226); (7) Failure to Indemnify Employees for Expenditures (Cal. Lab. Code § 2802); (8) Failure to Produce Requested Employment Records (Cal. Lab. Code §§ 226 and 1198.5); and (9) Unfair Business Practices

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(Cal. Bus. & Prof. Code §§ 17200, et seq.). On January 23, 2025, Plaintiff filed a First Amended Class and Representative Action Complaint in the Los Angeles Superior Court adding a claim for Civil Penalties Under PAGA (Cal. Lab. Code §§ 2699, et seq.).

2.2. On July 3, 2025, the Court granted Defendant's Motion to Compel Arbitration, Strike Class Claims and Stay Court Proceedings Pending Arbitration.

2.3. On July 16, 2025, Plaintiff filed a Demand for Arbitration (JAMS Ref. No.: 5220010122)

2.4. Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice on November 11, 2024 (LWDA-CM-1061124-24).

2.5. Defendant denies the allegations in the Action, denies any failure to comply with the laws identified in the complaints and denies any liability for the causes of action alleged.

2.3. On January 9, 2026, the Parties engaged in arms-length negotiations where they participated in a full-day mediation presided over by respected mediator Russ Wunderli. With the help of Mr. Wunderli, the Parties were able to reach an agreement on general settlement terms at mediation.

2.4. In advance of mediation, PAGA Counsel conducted a thorough investigation into the facts of, and applicable law to, the Action. Prior to mediation, Plaintiff obtained through informal discovery a representative sampling of time and payroll data for Aggrieved Employees and the necessary policy documents to properly evaluate the strengths and weakness of the claims and engage in meaningful settlement discussions.

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. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay $364,500.00 and no more as the Gross Settlement Amount. Defendant

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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 Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant. Because the payments made under this Agreement will be made with respect to only the PAGA claims for all Aggrieved Employees, this Agreement is not subject to the rules governing the settlement of class or collective actions. Accordingly, the settlement payments shall be distributed without a claims process or an opportunity to object or opt out.

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 PAGA Approval:

3.2.1 To Plaintiff: PAGA Representative Service Payment to Plaintiff of $7,500.00 (in addition to any Individual PAGA Payment the Aggrieved Employees are entitled to receive). Defendant will not oppose Plaintiff's request for a PAGA Representative Service Payment that does not exceed this amount. If the Court approves a PAGA Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the PAGA Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the PAGA Representative Service Payment.

3.2.2 To PAGA Counsel: A PAGA Counsel Fees Payment of not more 1/3 (one-third) of the Gross Settlement Amount, which is currently estimated to be $121,500.00, and a PAGA Counsel Costs Payment for reasonable costs not to exceed $25,000.00. Defendant will not oppose requests for these payments provided that they do not exceed these amounts. 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 arising from any claim to any portion any PAGA Counsel Fees Payment and/or PAGA Counsel Costs Payment. The

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Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Costs 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 Costs Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these payments. As stated above, should the Court approve attorneys' fees and/or litigation costs and expenses in amounts that are less than the amounts provided for herein, then the unapproved portion(s) shall be a part of the Net Settlement Amount.

3.2.3 To the Administrator: An Administration Fees and Costs Payment not to exceed $4,450.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Fees and Costs are less or if the Court approves an Administration Fees and Costs Payment of less than $4,450.00, the Administrator will allocate the remainder to the Net Settlement Amount.

3.2.4 Payments from the Net Settlement Amount/PAGA Penalties Payment. The Net Settlement Amount will be distributed as PAGA Penalties with 65% of the PAGA Penalties allocated to the LWDA PAGA Payment ($133, 932.50) and 35% of the PAGA Penalties allocated to the PAGA Payments to the Aggrieved Employees ($72,117.50).

3.2.4.1 Individual PAGA Payments: The Administrator will calculate each Individual PAGA Payment to be paid from the PAGA Payments to the Aggrieved Employees by: (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties ($72,117.50) 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. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are 154 Aggrieved Employees who collectively worked a total of 7,725

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PAGA Pay Periods.

4.2. Aggrieved Employee Data. Not later than thirty (30) calendar days after the Court grants PAGA Approval, Defendant will deliver the Aggrieved Employee Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted Aggrieved Employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. The Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than (10) months from January 13, 2026, or 14 days after the Court enters a Judgment on its Order Granting Approval of the Settlement and the Judgment is final, whichever is later.

4.4. Payments from the Gross Settlement Amount. Within fourteen (14) calendar days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Fees and Costs payment, the PAGA Counsel Fees Payment, the PAGA Counsel Costs Payment, and the PAGA Representative Service Payment. Disbursement of the PAGA Counsel Fees Payment, the PAGA Counsel Costs Payment and the PAGA Representative Service 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 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

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will be voided. The Individual PAGA payments will expire one hundred eighty (180) calendar days from the date they are issued by the Administrator. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees along with the PAGA Settlement Notice. 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 other Aggrieved Employees whose checks are returned undelivered without United States Postal Service ("USPS") forwarding address. Within seven (7) calendar 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, uncashed, was lost or misplaced and is requested by the Aggrieved Employee prior to the void date.

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

4.4.4 Payments to Aggrieved Employees, including Plaintiff, as referenced herein will not be utilized to calculate any additional benefits under any benefit plans to which any Aggrieved Employee may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401 (k) or 403(b) plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Agreement will not affect any rights, contributions, or amounts to which any Aggrieved Employee may be entitled under any benefit plans.

5. RELEASES OF CLAIMS. Effective on the date when Defendant fully funds the Gross Settlement Amount, Plaintiff, Aggrieved Employees, the LWDA and PAGA Counsel will

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release claims against all Released Parties as follows:

5.1 Plaintiff's Release. As part of this Agreement, Plaintiff will enter into a separate individual settlement agreement with Defendant that includes a general release and section 1542 waiver of all claims he may have against Defendant, whether such claims are known or unknown. The execution and non-revocation of Plaintiff's individual settlement agreement constitutes a material term of this Agreement. Plaintiff's release does not extend to any claims or actions to enforce this Agreement outside of those alleged in this Action, or to any claims for vested benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or any claims referenced in the separate individual settlement agreement. Additionally, Plaintiff and his respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the complaint filed in the Action and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the complaint filed in the Action. The release set forth in this Agreement does not apply to, supersede, limit, or otherwise affect the release in Plaintiff's individual settlement agreement, which contains a release separate and apart from this Agreement.

5.2 Release by Aggrieved Employees: Aggrieved Employees release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims, liabilities, and causes of action for PAGA penalties arising out of or relating to the employment of Plaintiff or the Aggrieved Employees during the PAGA Period that were alleged in the Complaint, the Action, the Demand and/or the November 11, 2024 PAGA Notice submitted to the LWDA ("PAGA Notices") or that reasonably could have been alleged based on the PAGA Period facts stated in the Complaint, the Action, the Demand and/or in the PAGA Notice, including all PAGA claims seeking civil penalties premised upon the alleged failure to: pay minimum and straight time wages, pay overtime wages, provide meal periods, authorize and permit rest periods, indemnify employees

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for expenditures, provide accurate itemized wage statements, pay all wages earned twice per month, maintain accurate records, produce requested employment records, and timely pay final wages at termination.

6. MOTION FOR PAGA APPROVAL. The Parties agree to jointly prepare and file a motion for PAGA approval ("Motion for PAGA Approval") that complies with the Court's current rules.

6.1. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel within a reasonable time prior to filing all documents necessary for obtaining approval of the Settlement, including: (i) a draft of the notice, and memorandum in support, of the Motion for PAGA Approval that includes an analysis of the underlying Labor Code violations giving rise to PAGA civil penalties that is the subject of this Settlement including request for approval of the PAGA Settlement under Labor Code section 2699, subdivision (f)(2); (ii) a draft proposed Order Granting Approval of PAGA Settlement; (iii) a draft proposed PAGA Settlement Notice; (iv) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees, [and/or] the Administrator; (v) a signed declaration from PAGA Counsel firm attesting to its competency to represent the Aggrieved Employees; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Lab. Code, § 2699.3, subd. (a))), complaint (Lab. Code, § 2699, subd. (l)(1)), this Agreement (Lab. Code, § 2699, subd. (l)(2)); (vi) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees, and/or the Administrator, if any.

6.2. Responsibilities of Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for PAGA Approval in a timely fashion, after the execution of this Agreement; obtaining a prompt hearing date for the Motion for PAGA Approval; and for appearing in Court to advocate in favor of the Motion for PAGA Approval. PAGA Counsel is responsible for delivering the Court's PAGA Approval to the Administrator.

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6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for PAGA Approval 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 by telephone or e-mail, and in good faith, to resolve the disagreement. If the Court does not grant PAGA Approval or conditions PAGA 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 by telephone or e-mail, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns. The Court's decision to award less than the amounts requested for the PAGA Representative Service Payment, PAGA Counsel Fees Payment, PAGA Counsel Costs Payment and/or Administration Fees and Costs Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

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

6.5. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Representative Service Payment, PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment and/or Administrator Expenses Payment set forth in this Settlement, the Parties, their respective counsel, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. In the event of a timely appeal of the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

6.6. Appellate Court Orders to Vacate, Reverse or Materially Modify Judgment. If the

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reviewing Court vacates, reverses or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Aggrieved Employees), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain PAGA Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse or modify the Court's award of the PAGA Representative Service Payment or any payments to PAGA Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

7. **AMENDED JUDGMENT.** If any amended judgment is required by the Court, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

8. **SETTLEMENT ADMINISTRATION.**

8.1. Selection of Administrator. The Parties have jointly selected CPT Group Class Action Administrators ("CPT Group") to serve as the Administrator and verified that, as a condition of appointment, CPT Group 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.

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

8.3. 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.

8.4. Notice to Aggrieved Employees. All notices to aggrieved employees will be mailed with Individual PAGA Payments as provided herein.

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8.5 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.

8.5.1 Final Report by Settlement Administrator. Within ten (10) calendar days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide PAGA Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only, of all payments made under this Agreement. At least 14 days before any deadline set by the Court, the Administrator will prepare, and submit to PAGA Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. PAGA Counsel is responsible for filing the Administrator's declaration in Court.

9. AGGRIEVED EMPLOYEES SIZE ESTIMATE and ESCALATOR CLAUSE. The Gross Settlement Amount was calculated based on the estimate that 154 Aggrieved Employees worked a total of 7,725 pay periods during the PAGA Period. If the total number of pay periods increases by more than 10% (i.e., more than 773 pay periods), then, at Defendant's discretion, either the Gross Settlement Amount will be increased proportionally by the number of pay periods worked in excess of 10% (i.e. meaning if the total number of pay periods increases by 11 %, the GSA will increase by 1 %) or; the end date of the PAGA Period will be adjusted to reflect the date upon which the pay periods reflected an increase of pay periods by 10% plus 1. If Defendant selects the latter of these two options, the GSA will not be adjusted.

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 Complaint in this Action or the Demand 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 or Demand have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does

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grant approval of the Settlement, or enter Judgment, Defendant reserves all available defenses to the claims in the Action and any arbitration, 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. Confidentiality Prior to PAGA Approval. Plaintiff, PAGA Counsel, Defendant and Defense Counsel separately agree that, until the Motion for PAGA Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency or other entity except: (1) to the Parties' attorneys, accountants or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, PAGA Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for PAGA Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict PAGA Counsel's communications with Aggrieved Employees in accordance with PAGA Counsel's ethical obligations owed to Aggrieved Employees.

10.3. No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Aggrieved Employee to appeal from the Judgment. Nothing in this paragraph shall be construed to restrict PAGA Counsel's ability to communicate with Aggrieved Employees in accordance with PAGA Counsel's ethical obligations owed to Aggrieved Employees.

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10.4. 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 **of the matters contained herein**, superseding any and all oral representations, warranties, covenants or inducements made to or by any Party. This Agreement is separate and apart from the individual settlement agreement signed with Plaintiff.

10.5. 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.

10.6. 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.

10.7. 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.

10.8. 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.

10.9. 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

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representatives and approved by the Court. Plaintiff and Defendant expressly agree that should the Parties agree to amend, modify, change, or waive this Agreement, or any part of it, PAGA Counsel and Defense Counsel are authorized to submit to the Court, as only as required by and to the extent authorized by law, any amendments of this Agreement, amended Agreements, or amendments to the Agreement, on behalf of the Parties once fully executed, which includes, but is not limited to, authorization of the use of signatures previously provided by the Parties.

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

10.11. 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.

10.12. 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.

10.13 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.

10.14 Use of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Aggrieved Employee 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. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggreived Employee Data received from Defendant unless, before the Court's discharge of the Administrator's obligation, Defendant makes a written request to PAGA Counsel for the return,

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rather than the destruction, of Aggrieved Employee Data.

10.15. 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.

10.16. 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.

10.17. Invalidity of any Provision. Before declaring any provision of this Settlement Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable.

10.18. Waiver. No waiver of any condition or covenant contained in this Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

10.19. 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: John G. Yslas (SBN 187324)
jyslas@wilshirelawfirm.com
Eugene Zinovyev (SBN 267245)
Eugene.zinovyev@wilshirelawfirm.com
John Brown (SBN 233605)
John.brown@wilshirelawfirm.com
Emily Borman (SBN 303180)
emily.borman@wilshirelawfirm.com
Lisa B. Iturriaga (SBN 339678)
lisa.iturriaga@wilshirelawfirm.com
Gabriella Solé (SBN 346164)
gabriella.sole@wilshirelawfirm.com

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Wilshire Law Firm, PLC
3055 Wilshire Boulevard, 5th Fl
Los Angeles, California 90010

To Defendant:

Kristin A. Diaz (SBN 242643)
kdiaz@lightgablerlaw.com
Andrea N. Vizzo (SBN 347000)
avizzo@lightgablerlaw.com
LightGabler LLP
760 Paseo Camarillo, Suite 300
Camarillo, CA 93010
(805) 248-7208
(805) 248-7209 (fax)

10.20. 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.

10.21. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this settlement, and further intended that this 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 federal or state law.

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10.22. 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.

By the Parties:

DATED: 10/5/2026

Signed by:
Brian Aguilar
3ABB2FF0497649C...

Plaintiff Brian Aguilar

DATED: 5/12/2026

Defendant Pearson Dental Supplies, Inc.
Position: Representative

Approved as to form and substance:

DATED:

WILSHIRE LAW FIRM, PLC

BY: _____
John G. Yslas
Eugene Zinovyev
Counsel for Plaintiff

DATED: May 12, 2026

LIGHTGABLER LLP

BY: _____
Kristin A. Diaz
Andrea N. Vizzo
Counsel for Defendant

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Exhibit A

COURT APPROVED NOTICE OF PAGA SETTLEMENT

Aguilar v. Pearson Dental Supplies, Inc.

Superior Court of the State of California, County of Los Angeles

Case No. 24STCV27978

<<EmployeeName>>
<<Address1>>
<<Address2>>
<<City>>, <<State>> <<Zip Code>>
XX - XX - <<W9SSN>>

I. NOTICE OF PAGA SETTLEMENT

The Superior Court of the State of California, County of Los Angeles (the "Court") has approved a settlement in the above-captioned action filed by Brian Aguilar ("Plaintiff") on behalf of himself and all other aggrieved employees.

In this lawsuit, Plaintiff is seeking to recover civil penalties on behalf of the California Labor and Workforce Development Agency ("LWDA") and other aggrieved employees under the California Private Attorneys General Act ("PAGA"). These civil penalties are based on Plaintiff's allegations that Defendant Pearson Dental Supplies, Inc., "Defendant" violated California state wage and hour laws governing: minimum and straight time wages, overtime wages, meal periods, rest periods, employee expenditures, wage statements, employee records, and all theories for or related to nonpayment of such wages.

This Notice is not to be understood as an expression of any opinion by the Court as to the merits of the claim.

Defendant denies Plaintiff's allegations. Defendant maintains that it was in compliance with the California Labor Code at all times. It contends that it followed lawful policies and practices and that Plaintiff and the other non-exempt employees at issue in the PAGA Action were paid appropriate wages, provided compliant meal and rest breaks, provided compliant wage statements, were reimbursed for expenditures, and were paid all wages due at separation. It enters into this Settlement with *no admission of liability and solely for the purposes of compromising and settling the Action to avoid the cost and operational burden of continued litigation.*

You are receiving this Notice because you are in the group of employees referred to as "Aggrieved Employees," which is defined as:

> "All current and former non-exempt, hourly-paid employees that worked for Defendant in California from November 20, 2023, through the date the Court grants approval of the PAGA Settlement"

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The "PAGA Period" is defined as November 20, 2023, through the date the Court grants approval of the PAGA Settlement.

II. CALCULATION OF INDIVIDUAL PAGA PAYMENT

You worked <<PayPeriods>> pay periods during the PAGA Period. The total amount of pay periods worked by all Aggrieved Employees during the PAGA Period through [date of the Court's Order Granting Approval of this Settlement] ("Release Period") is _____.

Your individual PAGA payment is estimated to be <<CheckAmount>>. Your payment is enclosed with this Notice.

Each individual PAGA payment was calculated on a pro rata basis (i.e., proportional) based on the number of pay periods worked by each Aggrieved Employee in the PAGA Period divided by the total number of pay periods worked by all Aggrieved Employees.

The amount paid to each Aggrieved Employee will be allocated as follows: one-hundred percent (100%) will be attributed to penalties and will be reported on an IRS Form 1099. The Parties agree that all Aggrieved Employees who receive payment pursuant to this settlement will be responsible for any and all tax obligations associated with such receipt. **You will be responsible for correctly characterizing this compensation for tax purposes and paying any taxes that may be due on the payment you receive. Neither Counsel for Plaintiff, Counsel for Defendant, nor the Settlement Administrator may legally provide you with advice regarding the tax implications of the receipt of this settlement payment.**

III. RELEASE

"Released Parties" means Defendant, together with its past, present, and/or future direct and/or indirect owners, shareholders, partners, officers, directors, members, agents, assigns, attorneys, insurers, independent contractors, employees, predecessors, successors, parents, subsidiaries, affiliates, staffing agencies, related entities, or other representatives of any kind of each of the foregoing entities, any other entity, company, or person who could be deemed a joint employer, alter ego, or agent of Defendant, and related parties that have been or could have been asserted in the operative Complaint and/or Demand in the Action. (collectively, "Released Parties").

The Court has approved the parties' Settlement Agreement ("Settlement"). By operation of the Settlement's terms, Plaintiff, on behalf of himself, the Aggrieved Employees, and the State of California, hereby release, discharge, and covenant not to sue, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims, liabilities, and causes of action for PAGA penalties arising out of or relating to the employment of Plaintiff or the Aggrieved Employees during the PAGA Period that were alleged in the Complaint, the Demand and/or the November 11, 2024 PAGA Notice submitted to the LWDA ("PAGA Notices")

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or that reasonably could have been alleged based on the PAGA Period facts stated in the Complaint, the Demand and/or in the PAGA Notice, from and with respect to all claims and causes of action, during the Release Period, inclusive, , which Plaintiff, the Aggrieved Employees, and the State of California have against the Released Parties, or any of them, under PAGA, which are set forth in the Complaint or could have been raised in the Complaint based upon the allegations set forth therein.

IV. SETTLEMENT ADMINISTRATOR

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

You may call the Settlement Administrator, CPT Group Class Action Administrators, toll free at 1(800) 542-0900 with any questions. You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment. Employees can challenge the amount of the settlement payment by contacting the Administrator within thirty (30) days of receiving their check and providing evidence that the amount is not correct.

Settlement checks will be null and void 120 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall direct all unclaimed funds to the California State Controller's Office in the name of the Aggrieved Employee to whom the check was issued. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

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SETTLEMENT AND GENERAL RELEASE AGREEMENT

This Settlement and General Release Agreement ("Agreement") is entered into by and between Brian Helton Aguilar ("Employee") on the one hand, and Pearson Dental Supplies, Inc. ("Employer") on the other hand (collectively referred to herein as "the Parties.")

RECITALS

A. Whereas, Employee was previously employed with Employer and has asserted various claims against Employer, including but not limited to those set forth in the matter *Brian Aguilar v. Pearson Dental Supplies, Inc.*, Los Angeles County Superior Court Case No. 24STCV27978 ("the Action") and JAMS Arbitration Case Reference No. 5220010122 ("the Arbitration") and Employee's letter notice to the California Labor Workforce Development Agency dated November 11, 2024 ("PAGA Notice"); and

B. Whereas, Employee and Employer wish to resolve any and all known and unknown claims, disputes, and controversies that have arisen or that could arise relating to Employee's employment or separation from employment with Employer.

NOW, THEREFORE, in consideration of the terms, conditions and covenants contained herein, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties agree as follows:

AGREEMENT

1. **Settlement Payment.** Within thirty (30) days upon Employer's counsel's receipt of: (1) Employee's and Employee's counsel's W-9 forms, (2) Employee's W-4 form, (3) the Parties' execution of this Agreement, and (4) Notice of the Arbitrator's entry of dismissal of the Arbitration, but not prior to eight (8) days following Employee's execution of this Agreement, Employer or its designee shall pay to Employee, via Employee's counsel, a total settlement payment in the amount of Two Thousand Five Hundred Dollars and Zero Cents ($2,500.00) made payable as follows:

a. One Thousand Dollars and Zero Cents ($1,000.00), as wages, less withholdings, payable to "Brian Helton Aguilar", less applicable taxes and other authorized or required withholdings, for which an IRS Form W-2 will be issued to Employee; and

b. One Thousand Five Hundred Dollars and Zero Cents ($1,500.00), as penalties, payable to "Brian Helton Aguilar", for which an IRS Form 1099 will be issued to Employee.

Employee agrees that Employee is owed no further compensation of any kind beyond the amount Employee will receive pursuant to this Agreement and the PAGA Settlement from Employer, and he will not pursue any action, legal or otherwise, to recover compensation for or related to his employment with Employer, with the exception of Employee's individual share from the PAGA Settlement, and PAGA Representative

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Service Payment subject to Court approval in Los Angeles Superior Court Case No. 24STCV27978.

The foregoing settlement payment checks shall be mailed to Wilshire Law Firm, PLC, 660 S. Figueroa Street, Sky Lobby, Los Angeles, CA 90017, attention Eugene Zinovyev.

2. **Tax Payments and Indemnification.** Employee's counsel shall provide its W-9 to Employer, and Employee shall provide his W-4 to Employer. Employee understands that a Form W-2 reflecting the settlement payment described above in paragraph 1.a. shall be provided to Employee for the calendar year 2026. Employee understands that a Form 1099 reflecting the settlement payment described above in paragraph 1.b. shall be provided to both Employee's counsel and Employee, by Employer or its designee for the calendar year 2026. Employee agrees that Employee shall be solely responsible for any taxes due as a result of this settlement payment, and agrees to indemnify and hold harmless Employer for any tax penalties or other charges incurred as a result of any failure on Employee's part to pay the required taxes for such settlement payment, if any.

3. **Consideration.** The proffering of the aforementioned checks and consideration shall not be deemed as, construed as, or argued by Employee to represent any admission of fault by Employer. Employee understands and acknowledges that the settlement payment referenced in paragraph 1 above is provided solely in exchange for Employee's execution of this Agreement and the releases and terms contained herein, and that Employee would not be entitled to this payment without executing this Agreement. With this payment, Employee agrees that Employer has no further liability or debt owing to Employee, and Employee represents that no other attorneys or law firms have a claim to any attorney fees or costs in connection with the Released Matters or otherwise.

4. **Employment Reference Requests**. In response to any and all employment verification/reference requests, Employee shall direct prospective employers to contact Human Resources, located in Sylmar, California (phone: 1 (818) 362-2600). Employer may contract with a third-party provider to respond to reference requests. The only information that will be provided to prospective employers by Employer or a third-party provider is dates of employment, positions held and, if authorized in writing by Employee, Employee's last rate of pay.

5. **Prohibition Against Social Media or Internet Posts and Comments.** Employee shall not create, approve, agree with, respond or react to or comment upon any negative, defamatory or disparaging comment, post, review or other content to or on any Internet website or social media forum concerning, discussing, or relating to Employer or anyone associated with Employer, nor shall Employee suggest, encourage or solicit any third party to do so, except in connection with Employee's rights pursuant to Section 7 of the National Labor Relations Act.

6. **General Release of Claims.** In consideration of the payment to be made

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herein, to the fullest extent permitted by law, Employee, on behalf of Employee and any past, present, and/or future heir, spouse, executor, administrator or agent of Employee, knowingly and voluntarily releases and discharges Employer, together with its past, present, and/or future direct and/or indirect owners, shareholders, partners, officers, directors, agents, assigns, attorneys, insurers, independent contractors, employees, predecessors, successors, subsidiaries, affiliates or other representatives of any kind (collectively, "Releasees"), from any and all rights, claims, interest, liabilities, actions, causes of action, demands, debts, obligations, damages, accountings, or any other matters or other actions of whatever nature, known or unknown, which Employee may have against any and all Releasees, to the greatest extent permitted by state or federal law, as of the date all Parties sign the PAGA Agreement: i) arising out of or relating to any of the matters, acts or omissions described or referred to in the Action; ii) arising out of or relating to Employee's employment or separation from employment with Employer and/or any Releasees; and iii) in any way arising out of or relating to the prior relationship, involvement, interactions, or contact between the Parties and/or any Releasees, whether referred to in the Action or not, including without limitation and without limiting the generality of the foregoing, any claims (whether state, federal, or administrative) for compensation, salaries, wages, bonuses, commissions, overtime, benefits, sick pay, holiday pay, vacation, paid time off, severance pay, paid leave benefits, penalties, meal and rest period premiums, any other premiums, liquidated damages, interest, damages, back or front pay, lost profits or opportunities, costs, expenses, attorneys' fees, employee benefits, promises on any and all of the above, remedies of any other type, breach of contract or duty, fraud, misrepresentation, defamation, discrimination or harassment in any form, retaliation, breach of the implied covenant of good faith and fair dealing, wrongful or tortious discharge or termination in violation of statute or public policy, negligent or intentional interference with contract or prospective economic advantage, assault, battery, invasion of privacy, intentional or negligent infliction of emotional distress, mental distress, or any other claims arising under any federal, state, local or other governmental statute or ordinance, including without limitation, the National Labor Relations Act; Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1991; the Americans with Disabilities Act of 1990; the Fair Labor Standards Act; the Occupational Safety and Health Act; the Consolidated Omnibus Budget Reconciliation Act of 1985; the Age Discrimination in Employment Act ("ADEA"); the Older Workers Benefit Protection Act; the Worker Adjustment and Retraining Notification Act ("WARN"); the Employee Retirement Income Security Act of 1974; the Family and Medical Leave Act of 1993; the Rehabilitation Act of 1973; the California Business & Professions Code; the Internal Revenue Code of 1986, as amended; the Service Contract Act; the California Business & Professions Code the California Fair Employment and Housing Act; the California Family Rights Act; the California Labor Code, including divisible individual claims under the Labor Code Private Attorneys General Act of 2004 ("PAGA," codified at Labor Code section 2698 *et seq.*); the California Wage Orders; the California Civil Code; the California Government Code; the California Constitution; and all claims for punitive damages, exemplary damages, attorneys' fees and costs, as well as any other statutes, laws regulations or damages of similar effect. Nothing in this Agreement is intended to release any ADEA claim Employee may have arising after the execution of this Agreement. Nothing in this Agreement is intended to prevent Employee from pursuing an administrative claim with any government agency except, to the extent the law permits,

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the Employee shall not be entitled to recover damages as part of any such claim. All of the foregoing shall be referred to herein as the "Released Matters." Employee's release of Employer and the Releasees is a necessary condition of Employee's settlement with Employer and payment of the Settlement Sum to Employee. To the extent allowed by law, this release explicitly includes all claims, allegations, and theories alleged in the Action, the Arbitration, and the PAGA Notice.

a. Employee agrees and acknowledges that he is not "aggrieved" as stated in California Labor Code § 1002.5 ("Section 1002.5") or as defined under the California Private Attorney General Act, Cal. Labor Code §§ 2699, *et seq.*, ("PAGA") and thus, Employee agrees and acknowledges that he does not have standing for any claims under Section 1002.5 or standing to seek any penalties under the PAGA, except as are being resolved in the Action, *Brian Aguilar v. Pearson Dental Supplies, Inc.*, Los Angeles County Superior Court Case No. 24STCV27978.

7. **Protected Rights; Non-Interference.** Notwithstanding the above, the Released Matters do not include any claim for vested and accrued benefits under any benefit plan governed by the Employment Retirement Income Security Act of 1984, as amended; any claim for unemployment or state disability insurance benefits, worker compensation benefits, or health insurance benefits under the Consolidated Omnibus Budget Reconciliation Act (COBRA); any claim for breach of the terms of this Agreement; claims that may arise after the execution of this Agreement; or any other claims that cannot lawfully be released as a matter of law or public policy.

Additionally, nothing in this Agreement is intended to or shall interfere with or be interpreted as a waiver of Employee's right to file a charge, cooperate or participate in an investigation or proceeding conducted by an administrative agency, such as the Equal Employment Opportunity Commission (EEOC) or the California Civil Rights Department; to file an unfair labor practice charge under the National Labor Relations Act; or engage in protected concerted activity, to make disclosures that are required by law or protected under the whistleblower provisions of any law; or to testify truthfully, without prior notice to Employer, in any civil action against Employer or in any administrative, legislative, or judicial proceeding concerning alleged criminal conduct or alleged sexual harassment, when required or requested to attend the proceeding pursuant to a court order, subpoena, or written request from an administrative agency or the legislature. Nothing in this Agreement shall be interpreted to prohibit or prevent Employee from recovering an award or filing or participating in any whistleblower complaint filed with the Securities and Exchange Commission. Additionally, any Confidentiality / Non-Disclosure provision in this Agreement does not prohibit or restrict Employee from initiating communications directly with, or responding to any inquiry from, or providing testimony before, any self-regulatory organization or state or federal regulatory authority, regarding this release or its underlying facts or circumstances. Any cooperation provision in this Agreement does not require Employee to contact Employer regarding the subject matter of any such communications before engaging in such communications.

8. **Waiver of Section 206.5.** Employer disputes that any wages are owed to Employee as of the date of execution of this Agreement. The Parties agree that by signing

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this Agreement, that the settlement payment referenced in Paragraph one (1) is sufficient to compensate Employee for any and all wages due to Employee from Employer, and that Labor Code section 206.5 does not apply to, and cannot invalidate this Agreement. Employee further understands that Employee is waiving any protection that may exist under Labor Code section 206.5, including the following provision:

> **"NO EMPLOYER SHALL REQUIRE THE EXECUTION OF ANY RELEASE OF ANY CLAIM OR RIGHT ON ACCOUNT OF WAGES DUE, OR TO BECOME DUE, OR MADE AS AN ADVANCE ON WAGES TO BE EARNED, UNLESS PAYMENT OF SUCH WAGES HAS BEEN MADE."**

9. **Waiver of Section 1542.** Employee acknowledges that Employee has been made aware of and understands Section 1542 of the California Civil Code, 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."**

Notwithstanding Section 1542, Employee understands and agrees that this Agreement shall act as a release of all future claims that may arise from Employee's employment or separation from employment with Employer, or any other claims that Employee may have against Employer up to the date of this Agreement, whether such claims are currently known or unknown, and that Employee intentionally waives any rights Employee may have under the provisions of Section 1542, as well as under any other statutes or common law principles of similar effect in the State of California or in any other state. However, Plaintiff remains entitled to his individual PAGA payment and PAGA Representative Service Payment subject to Court approval in Los Angeles Superior Court Case No. 24STCV27978, as outlined in the PAGA Agreement.

10. **Workers' Compensation Claims.** Nothing contained in this Agreement, including the Parties' waiver of the protection of Civil Code section 1542, shall constitute a release of timely brought Worker's Compensation claims related to any alleged workplace injury except for claims related to injury/injuries arising out of the incident/incidents raised in Employee's Complaint in the Action or the Arbitration.

11. **No Re-Employment.** In consideration of the promises made by Employer in this Agreement, Employee promises that he will not seek future employment from Employer or any other Releasee, even though he may obtain such. Employee further agrees that he will not seek assignment with Employer as an employee, as an independent contractor, subcontractor, per diem, or consultant, or through any contract service, agency, or registry, even though he may obtain such assignment. The Parties agree that Employer has no obligation to employ or to continue to employ Employee and may refuse to do so without any recourse, should Employee be inadvertently employed

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and/or for any other non-discriminatory and/or non-retaliatory reason as was the case previously. If Employee does obtain such employment after the date of execution of this Agreement, this Agreement shall constitute sufficient cause for refusal to hire and/or for the termination of any such obtained employment, to the extent permitted by law.

12. **Notice of Settlement; Dismissal of Claims**. Within three (3) days of Employee's execution of this Agreement, Employee's counsel shall notify JAMS in the Arbitration that a settlement has been reached and request the cancellation of the arbitration hearing. Employee's counsel shall include Employer's counsel on the communication with JAMS. The Parties agree that Plaintiff's Motion to Approve the PAGA Settlement will expressly resolve any remaining claims in state court, as the Parties agree that Plaintiff's individual claims pursuant to this Agreement will be dismissed in arbitration. Employee's counsel shall also file any and all necessary declaration(s) setting forth the basis for the PAGA dismissal and any additional necessary supporting documents the Court requires. The Parties agree that there is no consideration being paid for the resolution of any class or representative claims.

13. **No Filing or Assignment of Claims.** Other than the filing of the Action, the Arbitration, and the PAGA Notice, Employee warrants that there has been no filing, assignment, or other transfer of any interest in any claim that Employee may have against Employer. Employee agrees to indemnify and hold Employer harmless from any liabilities, claims, demands, damages, costs, expenses, and attorneys' fees incurred by Employer as a result of any such filing, assignment, or transfer.

14. **Non-Cooperation.** Employee agrees that, to the extent permitted by law, Employee will not cause or encourage any private lawsuits to be maintained or instituted against Employer and Employee will not assist or aid anyone else in the preparation of, in the bringing of, in the filing of, or otherwise participate in any manner in any type of complaint, charge, or any other proceeding against Employer, including but not limited to testifying in deposition, at trial or arbitration, or providing a witness statement or declaration, unless ordered and compelled to do so by valid subpoena or order of a federal, state or local agency, court, or administrative body, or if so ordered by law. Nothing in this Agreement prevents Employee from testifying truthfully under oath to a federal, state or local agency, court, or administrative body, or making disclosures that are required by law or protected under the whistleblower provisions of any law when compelled to do so by valid subpoena or order of a federal, state or local agency, court, or administrative body, and if so ordered by law. Notwithstanding the foregoing, Employee does not waive Employee's right to file a charge or complaint with the National Labor Relations Board, EEOC, or any equivalent state agency, or to participate in any investigation or proceeding conducting by the EEOC or other state agency, nor shall any provision of this Agreement adversely affect Employee's right to engage in such conduct. However, except to the extent the law permits, Employee does waive the right to obtain any relief or recovery from the EEOC or other state agency or to collect any monies or compensation as a result of filing such a charge or complaint.

15. **No Admission of Liability.** It is understood and agreed by the Parties that this Agreement represents a compromise of various matters, and that the promises and

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payments in consideration of this Agreement shall not be construed to be an admission by Employer or Releasees, or as evidence of any liability or unlawful conduct of any kind, or as a breach of any duties or monies owed to Employee or any other person. Employer specifically disclaims any and all such liability. Employee understands that Employer wholly denies the allegations raised by Employee against Employer in this matter, and that nothing contained herein shall be deemed to be an admission by Employer of any obligation or liability concerning the subject matter of this Agreement. Employer maintains it paid Employee properly and fully at all times and that there was a legitimate and non-discriminatory and non-retaliatory reason for Employee's separation of employment with Employer. It is understood and agreed that Employee is not an aggrieved person except as detailed in Paragraph 6 above, as to the claims being resolved in the Action, *Brian Aguilar v. Pearson Dental Supplies, Inc.*, Los Angeles County Superior Court Case No. 24STCV27978, and shall not be considered a prevailing party for any purpose.

16. **No Future Contact.** Employee agrees not to visit any of Releasee's facilities or associated facilities, including but not limited to the location at 13161 Telfair Avenue, Sylmar, CA 91342. Employee also agrees that neither Employee nor Employee's agents, representatives, friends, family members or any other third-party acting on Employee's behalf shall knowingly and intentionally initiate contact with any current or former owner, employee or member of management of Employer or any Releasee, through call, text, email, social media, or any other means of communication, from the date that this Agreement is executed. Employee further agrees that any violation of this provision shall be subject to the same liquidated damages as specified below.

17. **Return of Employer Documents and Property.** Any documents and/or property in any way related to Employer and/or Employer's customers remain the sole and exclusive property of Employer. Employee will immediately return to Employer all such documents and property in Employee's possession, including but not limited to, any and all Employer issued badges or security identification cards; parking passes; technology devices (e.g., phones, laptops, electronic storage devices (e.g., thumb and flash drives)); Employer sales, art, marketing and promotional materials; and any other Employer-related and/or Employer-owned materials and/or documents. Any retention by Employee of such materials or documents shall constitute a breach of this Agreement and a violation of this section, and shall be subject to the same liquidated damages as specified below.

18. **Confidentiality.**

a. **Confidentiality of Employer Information.** Employee agrees to maintain the confidentiality of all information learned in the course of Employee's employment with Employer, including without limitation information regarding Employer's business operations, employee relations, policies and procedures, clients, financial information, marketing information, or any other information related to the business of Employer. This paragraph shall not prohibit Employee from responding to a lawful subpoena, court order, or other law compelling the disclosure of such information, except that Employee shall first provide reasonable notice of such subpoena to Employer to give Employer a reasonable opportunity to object to such disclosure.

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b. **Confidentiality of Agreement and Terms of Employment.** Employee agrees not to reveal any information regarding Employee's employment with or separation from employment from Employer, Employee's allegations except as provided by Code of Civil Procedure section 1001 or Section 7 of the National Labor Relations Act, the existence of this Agreement, the existence and amount of any monies paid by Employer to Employee under this Agreement, or any other matter relating to the matters addressed herein, to any third party other than Employee's immediate family, attorney and tax advisors. If asked about the dispute by anyone other than Employee's immediate family, attorney or tax advisors, Employee may say only that "the matter has been resolved." This paragraph shall not preclude Employee from disclosing the basic facts of Employee's former employment with Employer for the purpose of seeking alternative employment in the future.

c. **No Disparaging or Defamatory Comments.** Employee shall not make any defamatory or disparaging comments about Employer, its business, its senior management personnel, or Employer's business operations or business practices to any person or entity, at any time, except in connection with Employee's rights pursuant to Section 7 of the National Labor Relations Act.

d. **Liquated Damages.** Employee acknowledges that a breach of this confidentiality section would be severely damaging to Employer, and that actual damages suffered by Employer as a result of Employee's breach would be difficult to ascertain. Therefore, in the event that Employer proves in the applicable legal forum that Employee has violated any of the confidentiality provisions set forth in this confidentiality section, and in recognition of the difficulty in assessing damages in such a case, Employee shall pay to Employer the sum of Two Hundred Fifty Dollars and Zero Cents ($250) per violation as liquidated damages, and not as a penalty.

19. **Review of Agreement; Revocation Period.** Employee understands that Employee has been given a period of up to twenty-one (21) days to review and execute this Agreement, and further understands that Employee may use as much or as little of this review period as Employee deems necessary. Employee shall have a period of seven (7) days in which to revoke this Agreement after signing it. Employee may revoke this Agreement by sending written notice to Kristin A. S. Diaz, Esq., LightGabler LLP, 760 Paseo Camarillo, Camarillo, CA 93010, Fax: (805) 248-7998, Email: kdiaz@lightgablerlaw.com. Employee understands that if Employee refuses to sign this Agreement, or signs and then revokes this Agreement, Employee will not be entitled to the settlement payment or other rights referenced herein.

20. **Collective/Class Action Waiver.** To the fullest extent permitted by law, Employee waives any right or ability to be a plaintiff or representative in a class or collective action, or to otherwise participate in any putative or certified class, collective, or multi-party action or proceeding based on such a claim in which Employer or any of the other Releasees is a party, and in the event another party should pursue any such action, Employee will specifically and intentionally withdraw from that action if he knows about it.

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21. **Claims Specific to Section 111 MMSEA Compliance.** In compliance with Medicare mandatory reporting requirements for settlements, Employee confirms that his full name is Brian Helton Aguilar, that he is male, his date of birth is June 24, 1984 and the last four digits of his Social Security number are 8910.

22. **Attorneys' Fees and Costs**. Employee and Employer each shall bear their respective costs and attorneys' fees in connection with this matter, except that if any party is forced to bring suit to enforce the provisions of this Agreement, the prevailing party in that action shall be entitled to recover its attorneys' fees and costs.

23. **Enforceability.** This Agreement is enforceable pursuant to Code of Civil Procedure Section 664.6. In any action to interpret or enforce the terms of this Agreement, the Parties agree that this Agreement is admissible pursuant to Evidence Code Section 1123, and that it will be lodged *in camera* under seal unless the Court orders otherwise. If any provision of this Agreement is held to be unenforceable, it shall be stricken from the Agreement and the remainder of the Agreement shall be fully enforceable.

24. **Construing Provisions and Severability**. The language of all parts in this Agreement shall be construed as a whole, according to its fair meaning. Should any provision in this Agreement be declared or determined to be illegal, invalid or unenforceable, it shall be stricken from the Agreement and the remainder of the Agreement shall be considered as if the invalid/unenforceable provisions did not exist and the remaining parts, terms, or provisions shall be valid, fully enforceable and unaffected by the illegal or invalid provision(s). Employee further agrees that in the event any provision of this Agreement is held to be illegal or unenforceable, Employee will fully cooperate with Employer to effectuate its purpose to conform the provision(s) to law and incorporate them into the valid Agreement.

25. **Jointly Drafted**. This Agreement is deemed to have been drafted jointly by the Parties. Any uncertainty or ambiguity shall not be construed for or against any Party, since all Parties have participated in the negotiations and drafting of this Agreement.

26. **Execution in Counterpart and Email, Electronic, and Facsimile Signatures.** This Agreement may be executed in one or more counterparts, which shall constitute one binding agreement. Transmittal and receipt of an email, electronic (e.g., DocuSign) or facsimile copy of this Agreement with the email, electronic (e.g., DocuSign) or facsimile signatures shall be binding on the Parties hereto.

27. **Successors in Interest.** This Agreement shall be binding upon and inure to the benefit of all agents, employees, officers, directors, shareholders, predecessors, successors, affiliates, assigns, executors, administrators, personal representatives, heirs and other successors in interest of the Parties hereto.

28. **California Law to Govern; Venue in California.** This Agreement shall be governed by California law. Any dispute arising under this Agreement shall be brought in Los Angeles County, California.

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29. **Integration; No Modification.** This Agreement contains the entire agreement between the Parties regarding the matters contained herein, and may not be altered, amended, or modified in any respect, except by a writing duly executed by both Parties hereto. All other prior agreements and understandings, representations, oral agreements, and writings concerning **Employee's individual claims ONLY in**: the Action, the Arbitration, the PAGA Notice, Employee's claims, this Agreement, or this settlement as provided herein are expressly superseded hereby and are of no further force or effect. The release in this Agreement does not apply to, supersede, limit, or otherwise affect the release in the PAGA Agreement (Los Angeles Superior Court Case No. 24STCV27978), which contains a release separate and apart from this Agreement. For clarity and avoidance of doubt, any prior agreement to arbitrate involving Employee and Employer is not superseded and remains in full force and effect.

30. **Opportunity to Consult Counsel.** Employee agrees that Employee has been given the opportunity to consult counsel regarding the contents of this Agreement, and that Employee has sought the advice of counsel to the extent Employee believes it necessary to do so prior to entering into this Agreement.

31. **Voluntary and Knowing Execution.** The Parties acknowledge that they each have the right to enter into this Agreement, and that they each enter into this Agreement knowingly and voluntarily, with full understanding of its terms.

Employee

DATED: 10/5/2026

Signed by:
Brian Aguilar
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Brian Helton Aguilar

DATED: 9/14/2026

Pearson Dental Supplies, Inc.

By: _____

Its: Representative