PAGA SETTLEMENT AGREEMENT

This California Private Attorneys ("PAGA") Settlement Agreement ("Agreement") is made by and between Plaintiffs **Luis Ricardo Cruz** ("Cruz") and **Steve Castro Rojas** ("Rojas," and with Cruz, "Plaintiffs"), on the one hand, and Defendant B.H.L. Enterprises, Inc. ("Defendant"), on the other hand. The Agreement refers to Plaintiffs and Defendant collectively as "Parties," or individually as "Party."

1. DEFINITIONS

1.1. "Action" means Plaintiffs' individual and representative PAGA lawsuit alleging wage and hour violations against Defendant, initiated on March 5, 2025, and pending in the Superior Court of the State of California, County of Los Angeles (Case No.: 25STCV06105).

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 approval of the Settlement.

1.4. "Aggrieved Employee" means a non-exempt hourly-paid individual employed by Defendant within the State of California during the PAGA Period.

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

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

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

1.8. "Defendant" means named Defendant B.H.L. Enterprises, Inc.

1.9. "Defense Counsel" means Andrea F. Oxman and Kishaniah Dhamodaran of Jackson Lewis P.C.

1.10. "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement; and (b) the Judgment is final. The Judgment is final 65 days after the day the Court enters Judgment and Notice of Entry of the Judgment is accomplished. If a timely appeal from the

Judgment is filed, the Judgment is final the date the appellate court affirms the Judgment and issues a remittitur.

1.11. "Gross Settlement Amount" means One Hundred Thirty Thousand Dollars and Zero Cents ($130,000.00) which is the total amount Defendant agrees to pay under the Settlement. The Gross Settlement Amount will be used to pay the Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, PAGA Representative Service Payments, and the Administration Expenses Payment.

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

1.13. "Judgment" means the judgment entered by the Court based upon the Order Approving the PAGA Settlement.

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

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

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

1.17. "Order" or "Approval Order" means the proposed Order Approving the PAGA Settlement.

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

1.19. "PAGA Counsel" means Sarkis Sirmabekian of Sirmabekian Law Firm, PC, the attorneys representing Plaintiffs in the Action.

1.20. "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.

1.21. "PAGA Notice" means Plaintiffs' December 17, 2024 letters 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 an Aggrieved Employee was employed by and worked for Defendant for at least one day during the PAGA Period.

1.23. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 35% ($14,672.35) to the Aggrieved Employees and 65% ($27,248.65) to the LWDA in settlement of the PAGA claims.

1.24. "PAGA Period" means the period from December 17, 2023 through the date the Court approves the Settlement.

1.25. "PAGA Representatives" or "Plaintiffs" mean Luis Ricardo Cruz and Steve Castro Rojas, the named Plaintiffs in the Action.

1.26. "PAGA Representative Service Payments" means the payment to the PAGA Representatives for initiating the Action and providing services in support of the Action.

1.27. "Plaintiffs" mean Luis Ricardo Cruz and Steve Castro Rojas, the named Plaintiffs in the Action.

1.28. "Released PAGA Claims" mean the claims being released by Plaintiffs and the Aggrieved Employees as described in Paragraph 5 below.

1.29. "Released Parties" means: Defendant, Scott A. Lippman, Barry H. Lippman, and all of their present and former parent companies, subsidiaries, divisions, concepts, related or affiliated companies, joint employers, shareholders, members, owners, officers, mangers, directors, employees, agents, attorneys, insurers, successors and assigns, and any individual or entity which could be liable for any of the Released PAGA Claims.

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

2. <u>RECITALS</u>

2.1. On March 10, 2025, Plaintiffs commenced the Action against Defendant, on behalf of themselves and other allegedly aggrieved employees, seeking PAGA penalties for the following alleged violations: (1) Failure to Pay Minimum Wage; (2) Failure to Pay Overtime Wages; (3) Failure to Provide Meal Periods; (4) Failure to Provide Rest Periods; (5) Failure to Reimburse Business Expenses; (6) Failure to Pay Wages Due Upon Termination; (7) Failure to Timely Pay Wages During Employment; (8) Failure to Provide Complete and Accurate Wage Statements; and (9) Misclassifying Employees as Independent Contractors.

2.2. Defendant denies the allegations in the Action, denies any failure to comply with the laws identified in the operative complaint of the Action, and denies any and all liability for the causes of action alleged.

2.3. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiffs gave written notice of their alleged PAGA claims to Defendant and the LWDA by filing and submitting their PAGA Notice.

2.4. On September 25, 2025, Plaintiffs and Defendant, by and through the PAGA Counsel and Defense Counsel, respectively, participated in an all-day mediation presided over by Michael Young, which led to this Agreement to settle the Action.

2.5. Prior to mediation, Plaintiffs obtained, through informal discovery, time records, pay records, employee handbooks, written policies and procedures, standard wage and hour practices, and other information relating to the size and scope of the group of Aggrieved Employees, as well as data permitting Plaintiffs and PAGA Counsel to fully understand the nature and scope of the allegations.

2.6. 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. Defendant promises to pay One Hundred Thirty Thousand Dollars and Zero Cents ($130,000.00) and no more as the Gross Settlement Amount to settle the PAGA claims alleged in the Action. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.2 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.

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

3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 33.33%, which is currently estimated to be Forty-Three Thousand Three Hundred and Twenty-Nine Dollars and Zero Cents ($43,329.00) and a PAGA Counsel Litigation Expenses Payment of not more than Eleven Thousand Five Hundred Dollars and Zero Cents ($11,500.00). Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiffs and PAGA Counsel will file an application for PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment through the Stipulation for Approval of PAGA Settlement. 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. To Plaintiffs: A PAGA Representative Service Payment of not more than $15,000 to each Plaintiff (in addition to any Individual PAGA Payment the PAGA Representatives are entitled to as Aggrieved Employees). Defendant will not oppose Plaintiffs' request for the PAGA Representative Service Payments that do not exceed the amount stated above. As part of the Stipulation for Approval of the PAGA Settlement, Plaintiffs will seek Court approval for any PAGA Representative Service Payments. If the Court approves a PAGA Representative Service Payment of less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the PAGA Representative Service Payments using IRS Form 1099. Plaintiffs will assume full responsibility and liability for taxes owed on the PAGA Representative Service Payments.

3.2.3. To the Administrator: An Administration Expenses Payment not to exceed Three Thousand Two Hundred and Fifty Dollars and Zero Cents ($3,250.00) 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 $3,250.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of Forty-One Thousand Nine Hundred and Twenty-One Dollars and Zero Cents ($41,921) are to be paid from the Gross Settlement Amount, with 65% ($27,248.65) allocated to the LWDA PAGA Payment and 35% ($14,672.35) allocated to the Individual PAGA Payments. All Individual PAGA Payments to the Aggrieved Employees are deemed penalties and interest for which IRS 1099 Forms shall issue.

3.2.3.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties ($14,672.35) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payments.

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

4. SETTLEMENT FUNDING AND PAYMENTS

4.1. Aggrieved Employee Data: Not later than 15 days after the Court issues the Approval Order, 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 they discover that the Aggrieved Employee Data omitted 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.

4.2. Funding of Gross Settlement Amount: Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator within fifteen (15) calendar days after the Effective Date.

4.3. Payments from the Gross Settlement Amount: Within 15 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, PAGA Representative Service Payments, the Administration Expenses Payment, the PAGA Counsel Fees Payment, and the PAGA Counsel Litigation Expenses Payment. Disbursement of the PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and PAGA Representative Service Payments shall not precede disbursement of Individual PAGA Payments.

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

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

4.3.3. For any Aggrieved Employees whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure section 384, subd. (b). Any fees or costs associated with depositing the uncashed checks with the California Controller's Unclaimed Property Fund shall be paid from the Gross Settlement Amount.

4.3.4. The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Aggrieved 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, Plaintiffs, Aggrieved Employees, and PAGA Counsel will release claims against all Released Parties as follows:

5.1. Plaintiffs' Release: Plaintiffs and their 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: any and all claims, known and unknown, asserted and not asserted, which the Plaintiffs have or may have against the Released Parties as of the date of execution of this Agreement ("Plaintiffs' Released Claims"). The Plaintiffs' Released Claims include, but are not limited to, all of the Released PAGA Claims and any other claims arising under the California Labor Code; any claim arising out of the California common law of contract; the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.*, and federal common law; all claims for lost wages and benefits, emotional distress, retaliation, punitive damages, and attorneys' fees and costs arising under federal, state, or local laws for discrimination, harassment, and wrongful termination, including but not limited to, 42 U.S.C. section 1981, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the California Fair Employment and Housing Act, the California Labor Code, and the law of contract and tort. This release excludes the release of claims not permitted by law. Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the PAGA Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

5.1.1. Plaintiffs' Waiver of Rights Under California Civil Code Section 1542: For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

> *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.*

5.2. Release by Aggrieved Employees: All Aggrieved Employees are deemed to 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 for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the operative complaint of the Action and the PAGA Notice and ascertained in the course of the Action, including, but not limited to, civil penalties pursuant to PAGA for or related to alleged unpaid minimum wages, overtime or double time wages, timely payment of wages during employment and at separation, meal periods and meal period premiums, rest periods and rest period premiums, wage statement penalties, unreimbursed business expenses, failure to keep requisite payroll records, misclassification as independent contractors, injunctive relief as it relates to the claims listed above, declaratory relief as it relates to the claims listed above, liquidated damages, penalties recoverable pursuant to the claims listed above, interest, fees, costs, as well as all other claims and allegations alleged in the Action, throughout the PAGA Period ("Released PAGA Claims"). Nothing in this Agreement shall release any individual claims for damages, wages, or other personal remedies of any Aggrieved Employee, except the Plaintiffs as described in Paragraphs 5.1 and 5.1.1.

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 PAGA Counsel Fees, except for those provided for in this Agreement, incurred in connection with the Action and the facts stated in the Action and the PAGA Notice.

6. STIPULATION FOR APPROVAL OF SETTLEMENT. The Parties agree to jointly prepare and file a stipulation for approval of this Settlement.

6.1. Plaintiffs' Responsibilities: No later than 30 days after the execution of this Agreement, Plaintiffs and PAGA Counsel will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code section 2699(f)(2), including: (i) draft of the Stipulation for Approval of PAGA Settlement, proposed Order Granting Approval of PAGA Settlement, and proposed Judgment; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with

Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiffs, PAGA Counsel or Defense Counsel; (iii) confirmation from PAGA Counsel attesting to the timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (iv) a copy of this Agreement; and (v) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator.

6.2. Responsibilities of PAGA Counsel: Once Defense Counsel has reviewed, revised, and approved the Stipulation, PAGA Counsel shall be responsible for expeditiously finalizing and filing the Stipulation with the Court and 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 Stipulation for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant approval or conditions approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. **SETTLEMENT ADMINISTRATION**.

7.1. Selection of Administrator: The Parties have jointly selected 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 providing reports to state and federal tax authorities.

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

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

8. <u>AGGRIEVED EMPLOYEE SIZE ESTIMATES</u>. Based on a review of the records to date, Defendant estimates there are approximately 142 Aggrieved Employees as of the date of mediation, September 25, 2025, who worked a total of 6,732 weekly PAGA Periods.

9. <u>CONTINUING JURISDICTION OF THE COURT</u>. 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.

9.1. <u>Waiver of Right to Appeal</u>: Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and PAGA Representative Service Payments, 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 Net Settlement Amount.

10. <u>ADDITIONAL PROVISIONS</u>.

10.1. <u>No Admission of Liability or Representative Manageability for Other Purposes</u>: 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 Plaintiffs 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 an Approval Order and/or Judgment, Defendant reserves all available defenses to the claims in the Action, and Plaintiffs reserve 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. <u>Integrated Agreement</u>: 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. <u>Attorney Authorization</u>: PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs 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 Plaintiffs, 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.

10.12. Use and Return of Aggrieved Employee Data: Information provided to PAGA Counsel pursuant to Cal. Evid. Code section 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 Administrator discharges its obligation to pay out of all Settlement funds, Plaintiffs and PAGA Counsel shall destroy, all paper and electronic versions of Aggrieved Employee Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.

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. 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, to the other Party's respective counsel of record.

10.16. 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.

10.17. 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.

Dated: 11/11/2025 **Luis Ricardo Cruz**

Signed by:
89534C5FF41246C...

Dated: 11/8/2025 **Steve Castro Rojas**

Signed by:
C00D26F485D4415...

Dated: ___________________

B.H.L. Enterprises, Inc.

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By: Scott Lippman

Title: Chief Executive Officer

Approved as to form and content:

Dated: 11/7/2025

SIRMABEKIAN LAW FIRM, PC

DocuSigned by:
Sarkis Sirmabekian
847C4C6AA169454...

Sarkis Sirmabekian, Esq.
Attorneys for Plaintiffs

Dated: ___________________

JACKSON LEWIS P.C.

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Andrea F. Oxman, Esq.
Kishaniah Dhamodaran, Esq.
Attorneys for Defendant

Dated: 11/6/2025

B.H.L. Enterprises, Inc.

Scott Lippman

By: Scott Lippman

Title: Chief Executive Officer

Approved as to form and content:

Dated: ____________________

SIRMABEKIAN LAW FIRM, PC

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Sarkis Sirmabekian, Esq.
Attorneys for Plaintiffs

Dated: 11/6/2025

JACKSON LEWIS P.C.

Andrea F. Oxman

Andrea F. Oxman, Esq.
Kishaniah Dhamodaran, Esq.
Attorneys for Defendant