SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

TONYA BROCK, individually, and on behalf of all others similarly situated, Plaintiff, vs. BENCHMARK ASSET RESOLUTION, INC., a California corporation; and DOES 1 through 10, inclusive, Defendants	Case No.: 24STCV32576 [Assigned to Hon. William F. Highberger, Dept. 10] **PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT** Complaint Filed: December 10, 2024

PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT

This Private Attorneys General Act Settlement Agreement ("Settlement" or "Agreement") is made by and between Plaintiff Tonya Brock ("Plaintiff") and Defendant Benchmark Asset Resolution, Inc. ("Defendant") (Plaintiff with Defendant, the "Parties").

1. DEFINITIONS

1.1. "Action" means *Brock, Tonya v. Benchmark Asset Resolution, Inc.*, Superior Court of the State of California for the County of Los Angeles, Case Number 24STCV32576.

1.2. "Administrator" means APEX Class Action Administration, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. "Administration Expenses Payment" means $6,000.00, the amount allocated to the Administrator from the Gross Settlement Amount for reimbursement of its reasonable fees and expenses, in accordance with the "not to exceed" bid submitted to the Court in connection with the approval of this Settlement.

1.4. "Aggrieved Employee" means all persons who worked for Defendant in California as an hourly paid or non-exempt employee during the PAGA Period.

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

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 with Aggrieved Employees.

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

1.8. "Court" means the Superior Court of the State of California for the County of Los Angeles.

1.9. "Defendant" means Benchmark Asset Resolution, Inc.

1.10. "Defense Counsel" means Raines Feldman Littrell LLP.

1.11. “Effective Date” means the later of (a) 60 days after entry of Judgment if no appeal is filed, or (b) final resolution of any appeal in a manner that does not materially alter the terms of this Agreement.

1.12. **“**Enhancement Award” means the service payments to be requested for the representative plaintiff in recognition of her efforts in prosecuting the Action, specifically $6,000.00 to Tonya Brock, subject to Court approval, which shall be paid from the Gross Settlement Amount and shall be in addition to any Individual Settlement Payments she receives as an Aggrieved Employee.

1.13. “Gross Settlement Amount” means $197,000.00, the total amount Defendant agrees to pay under the Settlement, except as provided in Section 7 herein. The Gross Settlement Amount will be used to pay the Individual PAGA Payments, LWDA PAGA Payment, PAGA Counsel Expenses Payment, PAGA Counsel Fees Payment, and Administration Expenses Payment.

1.14. “Individual PAGA Payment” means an Aggrieved Employee’s *pro rata* share of 35% of the PAGA Penalties, calculated according to the number of PAGA Pay Periods of the Aggrieved Employee and pursuant to Labor Code section 2699, subd. (m).

1.15. “Judgment” means the Judgment entered by the Court based on its Approval Order.

1.16. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled under Labor Code section 2699, subd. (a).

1.17. “LWDA PAGA Payment” means the LWDA’s 65% share of the PAGA Penalties, calculated pursuant to Labor Code section 2699, subd. (m).

1.18. “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 Expenses Payment, PAGA Counsel Fees Payment, Enhancement Award to Plaintiff, and Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.

1.19. “PAGA Counsel” means Moon Law Group, P.C.

1.20. “PAGA Counsel Expenses Payment” means $30,000.00, the amount allocated to PAGA Counsel for reimbursement of their reasonable expenses incurred to prosecute the Action.

1.21. “PAGA Counsel Fees Payment” means 1/3 of the Gross Settlement Amount, the amount allocated to PAGA Counsel for their reasonable fees incurred to prosecute the Action.

1.22. "PAGA Pay Period" means any Pay Period in which an Aggrieved Employee engaged in any productive work activity for which he or she was paid as an hourly paid or non-exempt employee.

1.23. "PAGA Period" means December 7, 2023, through the date of settlement approval.

1.24. "PAGA Notice" means the Notice of Labor Code Violations and PAGA Penalties that Plaintiff submitted to the LWDA and sent via certified mail to Defendant on December 7, 2024 pursuant to Labor Code section 2699.3, subd.(a).

1.25. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount. The PAGA Penalties will be allocated 65% to the LWDA and 35% to the Aggrieved Employees, pursuant to Labor Code section 2699, subd. (m).

1.26. "PAGA Representative" or "Plaintiff" means Tonya Brock, the named Plaintiff in the Action.

1.27. "Released Claims" means the claims being released by Plaintiff and the LWDA, as described in Paragraph 5.1 herein.

1.28. "Released Parties" means Defendant and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, affiliates, employees, agents, and any other individual or entity that could be liable for any of the Released Claims.

2. RECITALS

2.1. On December 7, 2024, Plaintiff submitted to the LWDA and sent via certified mail to Defendant, a Notice of Labor Code Violations and PAGA Penalties, pursuant to Labor Code section 2699.3, subd. (a).

2.2. On December 10, 2024, Plaintiff filed a Class Action Complaint against Defendant, which alleged eight individual and class causes of action under the California Labor Code ("Labor Code") and Business and Professions Code.

2.3. On February 13, 2025 Plaintiff filed a First Amended Class and Representative Action Complaint against Defendant, which alleged a ninth cause of action for civil penalties under PAGA.

2.4. On March 11, 2025, the Court granted the Parties' Joint Stipulation to Arbitrate and Dismiss the Class Claims, leaving only the ninth cause of action for civil penalties pending before the Court.

2.5. Thereafter, the Parties agreed to attempt to resolve the matter through private mediation.

2.6. In preparation for mediation, the Parties agreed to an informal exchange of data and documents, which included, but was not limited to, a 20% percent sample of time and corresponding payroll records of the Aggrieved Employees and the employee handbooks and policies in effect during the PAGA Period.

2.7. On January 29, 2026, the Parties participated in private mediation with experienced wage-and-hour mediator, Steve Serratore, Esq. The mediation session resulted in a settlement in principle, the terms of which are encompassed in this Agreement.

3. MONETARY TERMS

3.1. *Gross Settlement Amount*. The Gross Settlement of $197,000.00 is the total amount Defendant agrees to pay under the Settlement, except as provided in Section 7 herein. 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 a claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant. The Administrator will make and deduct the following payments from the Gross Settlement Amount in the amounts specified by the Court in its Approval Order:

3.1.1. *To PAGA Counsel*: A PAGA Counsel Expenses Payment of not more than $30,000.00 for reimbursement of their reasonable expenses incurred to prosecute the Action; and a PAGA Counsel Fees Payment of not more than one third of the Gross Settlement Amount, (i.e. $65,666.66), for their reasonable fees incurred to prosecute the Action. Defendant will not oppose requests for Court approval of these payments provided such payments do not exceed these amounts. Plaintiff and/or PAGA Counsel will file a Motion for Court approval of the PAGA Counsel Expenses Payment and PAGA Counsel Fees Payment. If the Court approves a PAGA Counsel Expenses Payment and/or a PAGA Counsel Fees Payment in amounts less than 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 of any PAGA Counsel Expenses Payment or PAGA Counsel Fees Payment. The Administrator will pay the PAGA Counsel Expenses Payment and PAGA Counsel Fees Payment using one or more IRS 1099 Forms. PAGA Counsel assume full responsibility and liability for taxes owed on the PAGA Counsel Expenses Payment and PAGA Counsel Fees Payment, and hold Defendant harmless, and indemnify Defendant, from any dispute or controversy regarding any division of any of these Payments.

3.1.2. *To the Administrator*: An Administration Expenses Payment of not more than $6,000.00 for reimbursement of the Administrator's reasonable fees and expenses. To the extent the Administration Expenses Payment is less or the Court approves payment less than $6,000.00 the Administrator will retain the remainder in the Net Settlement Amount. APEX Class Action Administration has been mutually selected as the Administrator.

3.1.3. *To the LWDA and Aggrieved Employees*: PAGA Penalties to be paid from the Gross Settlement Amount equal to the Gross Settlement Amount less the PAGA Counsel Expenses Payment, PAGA Counsel Fees Payment, PAGA Representative Enhancement Payments, and Administration Expenses Payment. PAGA Penalties will be allocated 65% to the LWDA ("LWDA PAGA Payment") and 35% to the Aggrieved Employees ("Individual PAGA Payments"), pursuant to Labor Code section 2699, subd. (m).

3.1.3.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties (i.e., the Net Settlement Amount) 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 Payment. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms. The Individual PAGA Payments shall be allocated 100% as penalties.

3.1.4. *To Plaintiff*: Subject to Court approval, Plaintiff shall request an enhancement award in the amount of $6,000.00 in recognition of her service in this action. In addition, Plaintiff shall receive her pro rata share of the PAGA settlement as an Aggrieved Employee. Any portion of the enhancement award not approved by the Court shall revert to the PAGA settlement fund and be distributed in accordance with this Agreement. The Administrator will pay Plaintiff using IRS 1099 Forms. Plaintiff assumes full responsibility and liability for taxes owed on this payment and hold Defendant harmless, and indemnify Defendant, from any dispute or controversy regarding any division of any of these Payments.

4. SETTLEMENT FUNDING AND PAYMENTS

4.1. *Aggrieved Employee Data*. No later than twenty-one (21) calendar days after the Judgment is final, Defendant shall 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 the 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 employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.2. *Funding of Gross Settlement Amount*. No later than sixty-five (65) calendar days after the Effective Date, Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator.

4.3. *Payments from the Gross Settlement Amount*. No later than fourteen (14) calendar days after Defendant fully funds the Gross Settlement Amount, the Administrator shall mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the PAGA Counsel Expenses Payment, the PAGA Counsel Fees Payment, Enhancement Award payment, and the Administration Expenses Payment. Disbursement of the PAGA Counsel Expenses Payment and PAGA Counsel Fees Payment 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, along with the Notice of PAGA Settlement Agreement attached hereto as **Exhibit A**. The face of each check shall prominently state the date (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 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. The Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search within seven (7) business days of receiving a returned check. 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, misplaced, or requested by the Aggrieved Employee prior to the void date.

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

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

5. RELEASE OF CLAIMS

Pursuant to the requirements of Labor Code sections 2698, et seq., Plaintiff is the designated agent of the LWDA and is proceeding as a private attorney general by bringing this enforcement action to recover civil penalties on behalf of the LWDA and Aggrieved Employees. The Parties and Plaintiff agree that, effective on the date Defendant fully funds the entire Gross Settlement Amount, the LWDA shall release the Released Parties from any claim for civil penalties arising out of the Released Claims. As consideration for this release, the LWDA shall receive 65% of the PAGA Penalties and the Aggrieved Employees shall receive 35% of the PAGA Penalties, consistent with the requirements of the Labor Code sections 2698, *et seq*.

5.1. *Release by the LWDA*. Effective on the date Defendant fully funds the Gross Settlement Amount, Plaintiff and the LWDA and its respective former and present representatives, agents, attorneys, administrators, successors, and assigns, will be deemed to release the Released Parties from (i) all PAGA claims asserted in the operative Complaint and PAGA Notice(s), (ii) all PAGA claims that could have reasonably been asserted in the operative Complaint and PAGA Notice(s) based on the facts alleged, and

(iii) all PAGA claims arising out of the same operative facts alleged in the operative Complaint and PAGA Notice, including claims for civil penalties under PAGA for violations of the California Labor Code based on Defendant's failure to pay all wages due, failure to provide compliant meal periods, failure to authorize and permit compliant rest periods, failure to provide accurate itemized wage statements, failure to timely pay all wages due during employment and at the time of termination, failure to reimburse employees for all business-related expenses, failure to keep adequate records, violation of the Wage Orders and all damages, interest, penalties, attorneys' fees, costs, and other amounts recoverable under said representative causes of action under California law, to the extent permissible ("Released Claims").

5.2. *Release by Plaintiff.* In consideration for the benefits provided under this Agreement, including but not limited to any Enhancement Award, and subject to Court approval, Plaintiff expressly releases and discharges the Released Parties from any and all claims, demands, rights, liabilities, and causes of action of every nature and description, whether known or unknown, suspected or unsuspected, that Plaintiff has or may have as of the date of execution of this Agreement.

Plaintiff expressly waives and relinquishes any and all rights and benefits afforded by California Civil Code section 1542, which provides:

> **"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."**

Plaintiff understands and acknowledges that this waiver applies to claims that Plaintiff does not know or suspect to exist at the time of execution of this Agreement, and that such claims, if known, might have materially affected Plaintiff's decision to enter into this Agreement. Plaintiff acknowledges that this waiver is a material term of the Settlement and that Plaintiff has knowingly and voluntarily waived the protections of Civil Code section 1542.

6. SETTLEMENT ADMINISTRATION

6.1. *Selection of Administrator*. The Parties have jointly selected APEX Class Action Administration to serve as the Administrator and verified that, as a condition of appointment, APEX Class Action Administration agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of any 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.

6.2. *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.

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

6.4. *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.

7. AGGRIEVED EMPLOYEE SIZE ESTIMATES

7.1 The Parties agree that the settlement is based on an estimated total of 5,000 PAGA Pay Periods during the PAGA Period of December 7, 2023 through the date of settlement approval. In the event the actual number of PAGA Pay Periods exceeds 5,000 by more than fifteen percent (15%), (*i.e*, 5,750 PAGA Pay Periods), Defendant shall have the choice to either (a) proportionally increase the Gross Settlement Amount by the percentage increase in the number of PAGA Pay Periods in excess of 15%, or (b) move back the last date of the PAGA Period to the date on which the total PAGA Pay Periods reach 5,750 PAGA Pay Periods and the Gross Settlement Amount shall not be increased. Upon review of the data provided by Defendant and determination of the total PAGA Pay Periods, the Administrator shall advise Defense Counsel and PAGA Counsel of whether this provision is triggered and Defendant shall make its election as to an increase in the Gross Settlement Amount or reduction of the PAGA Period, as provided above, within five business days of the Administrator's advisement. If such period passes without an election by Defendant, the Administrator shall assume that Defendant has elected to limit the PAGA Period as described in (b) in this provision and proceed accordingly.

8. CONTINUING JURISDICTION OF THE COURT

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

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

9. ADDITIONAL PROVISIONS

9.1. *Duty to Cooperate*. If the Parties disagree on any aspect of the proposed stipulation or motion for approval of the Settlement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of the Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

9.2. *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 operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve the Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserve the right to contest Defendant's defenses. The Settlement, this Agreement, and the 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.

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

9.4. *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.

9.5. *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 this Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

9.6. *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.

9.7. *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.

9.8. *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.

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

9.10. *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.

9.11. *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.

9.12. *Confidentiality*. Plaintiff and PAGA Counsel agree they will not make any public disclosure of the Settlement until after this Settlement is approved by the Court. PAGA Counsel will take all steps necessary to ensure Plaintiff is aware of, and will encourage him to adhere to, the restriction against any public disclosure of this Settlement until after this Settlement is approved by the Court. PAGA Counsel will not include or use the Settlement for any marketing or promotional purposes. PAGA Counsel further agree not to use Defendant's name in any statements for marketing purposes. In the event PAGA Counsel inadvertently violate this provision, they may cure such violation by withdrawing all marketing or promotional materials in violation of this provision within ten (10) calendar days of receipt of notice of the violation from Defendant.

9.12.1. Following approval of the Settlement, the Plaintiff and PAGA Counsel will not have any communications with any media other than to direct any media inquiries to the public records of the Actions on file with the Court.

9.12.2. Following approval of the Settlement, Plaintiff and Plaintiff's counsel may communicate with Aggrieved Employees about this Settlement and lawsuit, as well as provide any further information as requested by any courts, the LWDA, and other state and/or federal agencies. Nothing herein will restrict PAGA Counsel from including publicly available information regarding this Settlement in future judicial submissions regarding PAGA Counsel's qualifications and experience.

9.12.3. The Parties agree that violation of this Section constitutes a breach of the agreement that cannot practically be cured. Thus, any actions to enforce this provision may be brought on an *ex parte* or otherwise expedited basis, and Defendant may seek any and all available remedies, including but not limited to injunctive relief.

9.12.4. To the extent permitted by law, all agreements made, and orders entered during the Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

9.13. *Use and Return 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. No later than ninety (90) days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendant unless, prior to the Administrator's payment of all Settlement funds, Defendant makes a written request to PAGA Counsel for the return, rather than the destruction, of Aggrieved Employee Data.

9.14. *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.

9.15. *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.

9.16. *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:

MOON LAW GROUP, PC
Kane Moon (SBN 249834)
kmoon@moonlawgroup.com
H. Scott Leviant (SBN 200834)
hsleviant@moonlawgroup.com
Jaeyoung Lee (SBN 344198)
jlee@moonlawgroup.com

725 S. Figueroa Street, 31st Floor
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125

To Defendant:

RAINES FELDMAN LITTRELL LLP
Lauren J. Katunich (State Bar No. 227599)
lkatunich@raineslaw.com
Neeka N. Dabiri (State Bar No. 355749)
ndabiri@raineslaw.com
1900 Avenue of the Stars, 19th Floor
Los Angeles, California 90067
Telephone: (310) 440-4100
Facsimile: (310) 691-1943

9.17. *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.

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

The Parties hereby execute this Agreement.

Signatures on following page.

DocuSigned by:
Tonya Brock
7737297C8CD24B2...

Dated: 5/6/2026

Tonya Brock, Plaintiff

Dated:

Benchmark Asset Resolution, Inc., Defendant

Title

AS TO FORM ONLY:

Dated: 5/6/2026

MOON LAW GROUP, P.C.

By:

Kane Moon
H. Scott Leviant
Jaeyoung Lee

for Plaintiff

Dated:

RAINES FELDMAN LITTRELL LLP

By:

Lauren J. Katunich
Neeka N. Dabiri

Attorneys for Defendant

Dated:

____
Tonya Brock, Plaintiff

Dated: May 18, 2026

Adam Saltzman (May 18, 2026 13:25:14 PDT)
Benchmark Asset Resolution, Inc., Defendant

CEO
Title

AS TO FORM ONLY:

Dated:

MOON LAW GROUP, P.C.

By:______________________________
Kane Moon
H. Scott Leviant
Jaeyoung Lee

for Plaintiff

Dated: May 18, 2026

RAINES FELDMAN LITTRELL LLP

By: Lauren Katunich
Lauren J. Katunich
Neeka N. Dabiri

Attorneys for Defendant