

**PRIVATE ATTORNEYS GENERAL ACT (LABOR CODE §§ 2698 et seq.)
SETTLEMENT AGREEMENT**

This PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Mikaela Burda (“Plaintiff”) on behalf of herself and other current and former aggrieved employees, and Defendant Green Bay Remodeling, Inc. (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means Plaintiff’s PAGA and individual lawsuit captioned *Mikaela Burda v. Green Bay Remodeling, Inc., et al.* (Case No. C24-034848) initiated on December 20, 2024, and pending in Superior Court of the State of California, County of Contra Costa.
- 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 person employed by Defendant in California as an hourly paid, non-exempt employee during the PAGA Period.
- 1.5. “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.
- 1.6. “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 said person worked.
- 1.7. “Court” means the Superior Court of California, County of Contra Costa.
- 1.8. “Defendant” means named defendant, Green Bay Remodeling, Inc.
- 1.9. “Defense Counsel” means Aaron Cargain and Anthony Flores of Fisher & Phillips LLP.
- 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 the day the Court enters Judgment.
- 1.11. “Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.
- 1.12. “Gross Settlement Amount” means **NINETY THOUSAND DOLLARS AND ZERO CENTS (\$90,000.00)**, which is the total amount Defendant agrees to pay under this Settlement, except as provided in Paragraph 8.1. The Gross Settlement Amount shall be used to pay the Individual PAGA Payments, the LWDA PAGA Payment, the PAGA Counsel Fees Payment, the PAGA Counsel

Litigation Expenses Payment, and the Administration Expenses Payment.

- 1.13. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 35% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.
- 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 the 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: Individual PAGA Payments, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments and the LWDA as the LWDA PAGA Payment.
- 1.17. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698 et seq.).
- 1.18. "PAGA Counsel" means Scott Nakama and Ashwin Ladva of Ladva Law Firm, a Professional Corporation.
- 1.19. "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorney's fees and expenses, respectively, incurred to prosecute the Action.
- 1.20. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.21. "PAGA Notice" means Plaintiff's December 17, 2024, letter to Defendant and the LWDA providing notice pursuant to Labor Code Section 2699.3, subd.(a), including the amendment submitted to the LWDA on December 23, 2024.
- 1.22. "PAGA Period" means the period from December 24, 2023, through the date of Court approval of this Agreement, or earlier as provided by paragraph 8.1 of this Agreement.
- 1.23. "PAGA Penalties" means the Net Settlement Amount to be distributed to the Aggrieved Employees and the LWDA.
- 1.24. "Plaintiff" means Mikaela Burda, the named plaintiff in the Action.
- 1.25. "Released PAGA Claims" means the claims being released as described in Paragraph 5 below.
- 1.26. "Released Parties" means: Defendant, including its parent corporation, affiliates, subsidiaries, divisions, predecessors, insurers, successors and assigns, and their current and former employees, attorneys, officers, directors, shareholders, owners, members, and agents thereof, both individually and in their business capacities.
- 1.27. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS.

- 2.1. On December 20, 2024, Plaintiff filed a Complaint to the Superior Court of the State of California for the County of Contra Costa, Case No. C24-034848, asserting claims for: (1) Hostile Work Environment; (2) Violations of California Family Rights Act; (3) Failure to Provide Paid Sick Leave & Retaliation for Requesting Sick Leave – Labor Code sections 226 & 246.5; (4) Whistleblower Retaliation – Labor Code section 1102.5; (5) Retaliation (Government Code section 12940(h)); (6) Failure to Prevent Retaliation & Harassment; (7) Constructive Discharge; (8) Failure to Provide Rest Breaks; (9) Failure to Provide Meal Breaks & Timely Meal Breaks; (10) Failure to Pay Overtime; (11) Failure to Pay All Wages Due Upon Termination; (12) Failure to Issue Accurate Wage Statements; (13) Failure to Reimburse for Business Expenses; and (14) Violation of Business & Professions Code section 17200 (claims (1) through (14), collectively referred to as “Individual Claims”) (“Complaint”).
- 2.2. On February 27, 2025, Plaintiff filed her operative First Amended Complaint to add a cause of action pursuant to the Private Attorneys General Act of 2004 (“PAGA”) (“First Amended Complaint”). The PAGA cause of action is predicated on the same alleged violations of the Labor Code Plaintiff asserted on an individual basis. In addition, Plaintiff also alleged a new liability theory – that Defendant failed to pay sick leave and vacation/PTO at the correct regular rate of pay during pay periods in which a non-discretionary bonus was earned (Plaintiff’s PAGA cause of action, including her individual and representative PAGA claims shall be referred to as “PAGA Claims”).
- 2.3. Pursuant to Labor Code Section 2699.3, subd.(a), Plaintiff gave written notice to Defendant and the LWDA by sending the PAGA Notice.
- 2.4. On September 30, 2025, the Parties participated in an all-day mediation presided over by mediator Judge Russell L. Hom (Ret.). At the end of mediation, the Parties agreed to settle the Action, including Plaintiff’s Individual Claims and PAGA Claims. This Agreement is intended to release Plaintiff’s PAGA Claims. Plaintiff’s Individual Claims shall be disposed of through a separate settlement agreement.
- 2.5. Prior to the Parties reaching a resolution, Plaintiff obtained, through informal discovery, a voluminous sample of time and payroll records for the Aggrieved Employees over the PAGA Period.
- 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. Except as otherwise provided by Paragraph 8.1 below, Defendant promises to pay **NINETY THOUSAND DOLLARS AND ZERO CENTS (\$90,000.00)** and no more as the Gross Settlement Amount. Defendant will fund the Gross Settlement Amount as provided in 4.3 of this Agreement. Once the Gross Settlement Amount is fully funded as provided 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.
- 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 Final Approval:

3.2.1. To PAGA Counsel: The PAGA Counsel Fees Payment, not to exceed 55.5% of the Gross Settlement Amount, and which is currently estimated to be in the amount of **FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$50,000.00)**, and PAGA Counsel Litigation Expenses Payment of not more than \$6,000.00. Defendant shall not oppose requests for the Court to approve these payments, provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel shall file an application or motion for the PAGA Counsel Fees Payment and the PAGA Litigation Expenses Payment. If the Court approves the PAGA Counsel Fees Payment and/or the PAGA Counsel Litigation Expenses Payment in amounts less than those requested, the Administrator shall allocate the remaining funds to the Net Settlement Amount. The Released Parties shall have no liability to PAGA Counsel or any other attorneys for Plaintiff arising from any claim to any portion of the PAGA Counsel Fee Payment and/or the PAGA Counsel Litigation Expenses Payment. The Administrator shall pay the PAGA Counsel Fees Payment and the PAGA Counsel Expenses Payment using one or more IRS Forms 1099. PAGA Counsel assumes full responsibility and liability for any and all taxes that may be owed on the PAGA Counsel Fees Payment, and holds the Released Parties harmless, and indemnifies the Released Parties from, any dispute or controversy regarding any division or sharing of any of these payments.

3.2.2. To the Administrator: An Administrator Expenses Payment not to exceed \$2,950.00 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 \$2,950.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.3. To the LWDA and Aggrieved Employees: After deducting the above amounts, the Net Settlement Amount, which comprises the PAGA Penalties, is currently estimated to be \$31,050.00, with 65% (\$20,182.50) allocated to the LWDA PAGA Payment and 35% (\$10,867.50) allocated to the Individual PAGA Payments.

3.2.4. The Administrator will calculate each Individual PAGA Payment by: (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties 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.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1. Aggrieved Employees and Pay Period Estimates: Based on a review of its records as of the date the Parties agreed to resolve the matter, i.e., on or about September 30, 2025, Defendant estimates there were 43 Aggrieved Employees who worked a total of approximately 1,487 PAGA Pay Periods.
- 4.2. Aggrieved Employee Data: Within thirty (30) days of execution of the Agreement, Defendant shall deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect the Aggrieved Employees' privacy rights, the Administrator shall 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 require access to the Aggrieved Employee Data to effect and perform as set forth in the Agreement. Defendant has a continuing duty to immediately notify the Administrator if it discovers that the Aggrieved Employee Data omitted employee identifying information and, if so, 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

their best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

- 4.3 Funding of the Gross Settlement Amount: Defendant shall fund the Gross Settlement Amount by making twelve (12) equal monthly installments of **SEVEN THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS (\$7,500.00) to the Administrator**, according to the following payment schedule: The first installment payment shall be made within (30) days of the latter of (1) the Effective Date in this Action and (2) Defendant's receipt of the executed IRS Form W-9 for the Administrator. Thereafter, each installment payment will be due on the first day of each successive month until Defendant has fully funded the Gross Settlement Amount.

Notwithstanding the foregoing, if the second installment payment is due within 14 days of the first installment payment, the second installment payment will not be due until the first day of the following month. Thereafter, each installment payment will be due on the first day of each month until Defendant has fully funded the Gross Settlement Amount.

If Defendant does not make a timely payment, Plaintiff's counsel and/or the Administrator must give Defendant's counsel notice via email of the missed payment. Thereafter, Defendant shall have six business days to make the payment. If payment is not received within six business days of the date Plaintiff's counsel and/or the Administrator notified Defendant's counsel via email, it shall be considered a material breach of this Agreement and Defendant shall owe interest at 5% daily rate for each day the payment is late beginning on the day after the payment was originally due. Any interest owed resulting from a late payment shall be added to the Net Settlement Amount with 65% of any interest owed allocated to the LWDA PAGA Payment and 35% allocated to the Individual PAGA Payments.

- 4.4. Payments from the Gross Settlement Amount: Within fifteen (15) calendar days of Defendant fully funding of the Gross Settlement Amount, the Administrator shall mail checks for all of the Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Attorney's Fees and Litigation Costs and Expenses Payments to the checks' respective addressees, as set forth herein. Disbursement of the PAGA Counsel Attorney's Fees and Litigation Costs and Expenses Payments shall not precede disbursement of the Individual PAGA Payments.

4.4.1 The Administrator shall 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 shall cancel all checks not cashed by the void date. Before mailing any checks, the Administrator must update the respective recipients' mailing addresses using the National Change of Address Database.

4.4.2 The Administrator shall conduct the Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undeliverable, without a United States Postal Service ("USPS") forwarding address. Within seven (7) days of receiving a returned check, the Administrator must re-mail said check to the USPS forwarding address provided, or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take any further steps to deliver checks to any of the Aggrieved Employees whose re-mailed checks are returned as undeliverable. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, provided that the Aggrieved Employee requests same prior to the void date.

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

4.4.4 The payment of the 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 the Agreement.

5. RELEASES OF CLAIMS. Effective on the date when Defendant fully funds the Gross Settlement Amount, Plaintiff and the Aggrieved Employees shall release, and shall be deemed to have released, claims against the Released Parties as follows:

5.1. Release by the Aggrieved Employees: All of the 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 PAGA Claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Complaint, First Amended Complaint and the PAGA Notices, including but not limited to alleged violations of California Labor Code sections 201-204, 204b, 205.5, 210, 216, 221, 225.5, 226, 226.3, 226.7, 226.8, 227.3, 233, 246, 246.5, 264.5, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1401, 2698 *et seq.*, 2699.5, 2800, and 2802, all applicable Wage Orders, and any other Labor Codes and Wage Orders violated on the facts alleged in Plaintiff's Complaint, First Amended Complaint and PAGA Notices, based on the various theories of liability, including, but not limited to, Defendant's alleged failure to: provide meal periods; provide rest periods; pay for all hours worked, pay minimum wages; pay overtime wages; provide accurate wage statements; timely pay all wages due in accordance with time periods prescribed by law; reimburse business expenses; keep accurate payroll records; failure to pay vacation pay at the regular rate, failure to pay sick pay at the regular rate, and timely pay all final wages at separation of employment.

5.2. Plaintiff's Release: Plaintiff, on behalf of herself and her respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, releases and discharges the Released Parties from all PAGA Claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Complaint, First Amended Complaint and the PAGA Notices, including but not limited to alleged violations of California Labor Code sections 201-204, 204b, 205.5, 210, 216, 221, 225.5, 226, 226.3, 226.7, 226.8, 227.3, 233, 246, 246.5, 264.5, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1401, 2698 *et seq.*, 2699.5, 2800, and 2802, all applicable Wage Orders, and any other Labor Codes and Wage Orders violated on the facts alleged in Plaintiff's Complaint, First Amended Complaint, and PAGA Notices, based on the various theories of liability, including, but not limited to, Defendant's alleged failure to: provide meal periods; provide rest periods; pay for all hours worked, pay minimum wages; pay overtime wages; provide accurate wage statements; timely pay all wages due in accordance with time periods prescribed by law; reimburse business expenses; keep accurate payroll records; failure to pay vacation pay at the regular rate, failure to pay sick pay at the regular rate, and timely pay all final wages at separation of employment.

5.2.1.1. Plaintiff's 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. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. Plaintiff shall prepare and file an application or motion for approval of the Settlement, as follows:

- 6.1. Responsibilities of PAGA Counsel: PAGA Counsel is responsible for expeditiously finalizing and filing the stipulation for approval of the Settlement, and in no event later than 30 days after the full execution of the Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing before the Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's order granting approval of the Settlement to the Administrator. Prior to filing Plaintiff's motion for approval of the PAGA Settlement, PAGA Counsel shall provide a draft to Defense Counsel for their review/approval.
- 6.2. Duty to Cooperate: If the Parties disagree on any aspect of the proposed application or motion for approval of the Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel shall expeditiously work together on behalf of the Parties by meeting and conferring 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 the Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting and conferring 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 have verified that, as a condition of appointment, ILYM GROUP, INC agrees to be bound by the Agreement and to perform, as a fiduciary, all duties specified in the Agreement in exchange for payment of the Administration Expenses. The Parties and their respective counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2. Employer Identification Number: The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports 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 United States Treasury Regulation section 468B-1. The Administrator shall establish a QSF at least two (2) weeks prior to the date Defendant's first installment payment is due and will provide Defendant with all information necessary to allow Defendant to fund the QSF.
- 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 the Agreement or otherwise.

8. PAY PERIOD ESTIMATE AND ESCALATOR CLAUSE.

- 8.1. Defendant estimates that there are a total of 1,487 PAGA Pay Periods during the relevant PAGA Period. If the number of PAGA Pay Periods during the PAGA Period exceeds 1,487 by more than 20% (i.e., greater than 1,784 PAGA Pay Periods), the Gross Settlement Amount will increase pro rata per additional Pay Period in excess of 1,784. As an alternative to paying a larger Gross Settlement Amount, Defendant may alternatively elect to end the PAGA Pay Period on the day that the total number of PAGA Pay Periods would otherwise exceed 1,784.

9. CONTINUING JURISDICTION OF THE COURT.

- 9.1. The Parties agree that, after entry of the Judgment, the Contra Costa County Superior Court shall retain jurisdiction over the Parties, the Action, and the Settlement, solely for purposes of: (i) enforcing the Agreement and/or the Judgment; (ii) addressing settlement administration matters; and (iii) addressing such post-Judgment matters as are permitted by law.

10. ADDITIONAL PROVISIONS.

- 10.1. No Admission of Liability or Representative Manageability for Other Purposes: The Agreement represents a compromise and settlement of highly disputed claims. Nothing in the Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Complaint and First Amended 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 the 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 reserves the right to contest Defendant's defenses. The Settlement, the 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 the Agreement).
- 10.2. Separate Release and Individual Settlement by Plaintiff: In addition to this Agreement, Plaintiff has entered into a separate agreement entitled *Confidential Settlement Agreement And General Release Agreement* ("Individual Settlement Agreement") with Defendant for all of her separate individual (non-PAGA) and termination claims arising out of her employment with Defendants, in exchange for a full release of those claims. The Parties acknowledge and agree that the Individual Settlement Agreement and the covenants, promises and released claims contained therein shall not serve to modify or limit Plaintiff's right to continue with this Action and seek the Court's approval of this PAGA Settlement; however, Plaintiff shall have no right to be the representative of a class action lawsuit against Defendants.
- 10.3. Integrated Agreement: Upon execution by the Parties and their counsel, the 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.
- 10.4. 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 the Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of the Agreement, including any amendments to the Agreement.
- 10.5. Cooperation: The Parties and their counsel shall cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things and as may be necessary, modifying the Agreement, submitting supplemental evidence, and/or supplementing points and authorities as may be requested by the Court. Plaintiff further agrees to assist her counsel as necessary to obtain Court approval of this Settlement, including by submitting a supporting declaration and/or any other information 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 shall seek the assistance of a mediator and/or the Court for resolution.

- 10.6. 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 any of the Parties to the Agreement.
- 10.7. No Tax Advice: Neither Plaintiff, PAGA Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in the Agreement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended), or otherwise.
- 10.8. Modification of Agreement: The Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by the Parties or their representatives, and approved by the Court.
- 10.9. Agreement Binding on Successors: The Agreement shall be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.10. Applicable Law: All terms and conditions of the Agreement and its exhibits shall be governed by and interpreted according to the internal laws of the State of California, without regard to conflict of law principles.
- 10.11. Cooperation in Drafting: The Parties have cooperated in the drafting and preparation of the Agreement. The Agreement shall not be construed against any Party on the basis that the Party was the drafter or participated in the drafting of the Agreement.
- 10.12. Confidentiality: To the extent permitted by law, all agreements made and orders entered during the Action and in the Agreement relating to the confidentiality of information shall survive the execution of the Agreement.
- 10.13. Use and Return of the 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 the Settlement, and for 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 obligations to pay out all settlement funds, Plaintiff shall destroy all paper and electronic versions of the 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 the Aggrieved Employee Data.
- 10.14. Headings: The descriptive heading of any section or paragraph of the Agreement is inserted for convenience of reference only and does not constitute a part of the Agreement.
- 10.15. Calendar Days: Unless otherwise noted, all reference to "days" in the Agreement shall be to calendar days. In the event any date or deadline set forth in the Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 10.16. Notice: All notices, demands or other communications between the Parties in connection with the Agreement shall be in writing and deemed to have been duly given as of the third business day after mailing by U.S. Mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:
Scott Nakama
snakama@ladvalaw.com
LADVA LAW FIRM, a Professional Corporation
240 Stockton Street, 8th Floor
San Francisco, CA 9410
Telephone: (415) 296-8844

To Defendant:
Aaron Cargain, Esq.
acargain@fisherphillips.com
Anthony Flores, Esq.
jaflores@fisherphillips.com
Fisher & Phillips LLP
1 Montgomery Street, Suite 3400
San Francisco, California 94104
Telephone: (415) 490-9024

10.17. 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.

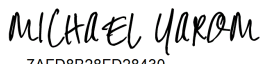
10.18. Stay of Litigation: The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP Section 583.330 to extend the date to bring a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

Dated: 04/08/26



Plaintiff MIKAELA BURDA

Dated: 4/20/2026

Signed by:

7AED8B28ED28430

Defendant GREEN BAY REMODELING, INC.

APPROVED AS TO FORM

LADVDA LAW FIRM, A PROFESSIONAL CORPORATION

Dated: 4/8/26



Scott Nakama, Esq.
Ashwin Ladva, Esq.
Attorneys for Plaintiff and the Aggrieved Employees

FISHER & PHILLIPS, LLP

Dated: 4/21/26



Aaron Cargain, Esq.
Anthony Flores, Esq.
Attorneys for Defendant