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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

MICHAEL GORDON, as an individual and on behalf of all others similarly situated, Plaintiff, vs. ENDLESS PURSUIT CORPORATION, a California corporation; and DOES 1 through 50, inclusive, Defendants.	CASE NO: 24STCV17375 **SETTLEMENT AGREEMENT AND RELEASE OF PAGA CLAIMS**

Plaintiff Michael Gordon, in his capacity as a representative of the State of California and all allegedly "aggrieved" employees, on the one hand, and Defendant Endless Pursuit Corporation, on the other hand, hereby enter into this Settlement Agreement and Release of Claims under the California Private Attorneys General Act of 2004 as follows:

1. <u>DEFINITIONS</u>

For ease of reference, this section defines some, but not all, of the terms in this Settlement Agreement and Release of Claims. Unless otherwise defined, the following terms used in this Settlement Agreement and Release of Claims shall have the meanings set forth below:

1.1. "Action" shall mean the civil action entitled *Gordon v. Endless Pursuit Corporation*, Los Angeles Superior Court Case No. 24STCV17375.

1.2. "Agreement" or "Settlement" shall mean this Settlement Agreement and Release of Claims under the California Private Attorneys General Act of 2004.

1.3. "Court" shall refer to the California Superior Court for the County of Los Angeles.

1.4. "Defendant" shall mean Defendant Endless Pursuit Corporation.

1.5. "Defense Counsel" shall mean Jeffrey Dermer and Kevin Behrendt of Dermer Behrendt.

1.6. "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 as of the latest of the following occurrences: (a) sixty-five (65) days after service of notice of entry of Judgment on the Parties to the Action and all objectors to the Settlement, if any, if no appeal is filed within that time period or (b) if an appeal is filed, then fourteen (14) days after the date upon which all appellate and/or other proceedings resulting from the appeal have been finally terminated in such a manner as to permit the Judgment to take effect in materially the same form as this Agreement.

1.7. "Gross Settlement Amount" means Thirty-Five Thousand Dollars ($35,000.00) which is the total amount to be paid by Defendant as set forth in this Agreement. The Gross Settlement Amount will be used to pay Individual PAGA Payments, LWDA PAGA Payment, PAGA Counsel Fees, PAGA Counsel Expenses, Settlement Administration Costs, and Service Award, all as approved by the Court. Any amounts not approved by the Court shall be added to the Net Settlement Amount to be distributed to the LWDA and Aggrieved Employees, and shall not be grounds to object to or terminate the Settlement. The Gross Settlement Amount is an all-in amount without any reversion to Defendant, with no claim forms required.

1.8. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of thirty-five percent (35%) of the Net Settlement Amount, as calculated by the Settlement Administrator and based on the number of PAGA Pay Periods worked during the PAGA Period.

1.9. "LWDA" refers to the California Labor and Workforce Development Agency.

1.10. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Counsel Fees, PAGA Counsel Expenses, Settlement Administration Costs and Service Award.

1.11. "PAGA" refers to the California Private Attorneys General Act of 2004 (Cal. Lab Code §§ 2698 *et seq*.).

1.12. "PAGA Counsel" shall mean Larry W. Lee and Kristen Agnew of Diversity Law Group, P.C., and William L. Marder of Polaris Law Group.

1.13. "PAGA Counsel Fees" and "PAGA Counsel Expenses" mean the amounts to be paid to PAGA Counsel for fees and expenses, respectively, as approved by the Court, to compensate PAGA Counsel for their legal work in connection with the Action, including their pre-filing investigation, their filing of the Action, all related litigation activities, all settlement work, all post-settlement compliance procedures, and related litigation expenses billed in connection with the Action.

1.14. "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.

1.15. "PAGA Pay Period" means any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period and also earned both a non-discretionary incentive payment and meal and/or rest period compensation in the same pay period.

1.16. "PAGA Period" shall mean June 12, 2023 through September 30, 2025.

1.17. "Aggrieved Employees" shall mean all current and former non-exempt employees of Defendants who worked in California and, at any time during the PAGA Period, worked at least one pay period in which he or she earned both a non-discretionary incentive payment and meal and/or rest period compensation within the same pay period.

1.18. "Parties" collectively refers to Plaintiff and Defendant.

1.19. "Plaintiff" shall mean Plaintiff Michael Gordon.

1.20. "Released Parties" shall mean Defendant, and all of its past, present, and future respective affiliates, parents, subsidiaries, predecessors, successors, divisions, joint ventures, and assigns, and each of these entities' past or present directors, officers, employees, partners, members, principals, agents, insurers, co-insurers, re-insurers, shareholders, attorneys, accountants, auditors, advisors, consultants, labor contractors, pension and welfare benefit plans, plan fiduciaries, administrators, trustees, and personal or legal representatives.

1.21. "Service Award" means the service payment made to Plaintiff as PAGA Representative in order to compensate him for initiating the Action, performing work in support of the Action, and undertaking the risk of liability for Defendant's expenses.

1.22. "Settlement Administrator" shall mean refers to a qualified, third-party settlement administrator agreed to by the Parties to administer the terms of the Settlement and approved by the Court. In this case, the Parties have agreed to Phoenix Settlement Administrators.

1.23. "Settlement Administration Costs" means the amount the Settlement 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 Settlement Approval.

2. <u>RECITALS</u>

2.1. On June 12, 2024, Plaintiff submitted notice of his PAGA claims to the LWDA and Defendant ("PAGA Notice") alleging that Defendant violated Labor Code sections 201, 202, 203, 226(a), 226.7 and 512.

2.2. On July 12, 2024, Plaintiff filed a Class Action Complaint in this Action.

2.3. On September 10, 2024, Plaintiff filed his First Amended Representative Action

Complaint. Plaintiff alleged a single cause of action for violation of PAGA predicated on Defendant's alleged violations of the Labor Code set forth in the PAGA Notice, and abandoned his class claims.

2.4. On December 12, 2024, the Court denied Defendant's Motion to Compel Arbitration. Defendant subsequently filed a notice of appeal of the Court's Order denying its Motion to Compel Arbitration.

2.5. On December 18, 2024, Plaintiff filed the operative Second Amended Representative Action Complaint (the "Operative Complaint"). As set forth in the Operative Complaint, Plaintiff is proceeding solely under PAGA, on behalf of the State of California for all Aggrieved Employees, including himself.

2.6. On or about December 16, 2025, Defendant served a verified supplemental interrogatory response in which it represented that aggrieved employees earned both non-discretionary incentive wages and meal/rest period premiums in approximately 475 pay periods from the start of the PAGA Period to present. Defendant denies that any violations occurred with respect to these or any other pay periods.

2.7. In light of the limited scope of the potential PAGA violations, the Parties agreed to commence direct settlement negotiations. Over the course of several weeks, the Parties engaged in substantive discussions regarding the merits of Plaintiff's claims and Defendant's asserted defenses, and exchanged settlement demands.

2.8. On or about January 10, 2026, the Parties reached an agreement in principle to resolve the Action.

2.9. Defendant denies, and continues to deny, Plaintiff's claims and denies any failure to comply with the law, and deny any and all liability for the claims alleged in the Action. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that the claims in the Action or PAGA Notice have merit or that Defendant bears any liability to Plaintiff or the Aggrieved Employees on those claims or any other claims, or as an admission by Plaintiff that Defendant's defenses in the Action have merit. If for any reason the Settlement does not become effective, Defendant reserves all available defenses to the claims in the Action.

2.10. 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. <u>STAY AND DISMISSAL OF APPEAL</u>

3.1. The Parties agree to immediately seek a stay of all appellate proceedings in Case No. B343972 pending the Court's consideration and approval of this Settlement Agreement. In the event the appellate court requires additional information or briefing regarding the proposed stay, the Parties agree to cooperate in good faith to provide such information promptly. If the stay motion is denied, the Parties shall nevertheless continue to pursue settlement approval while the appeal proceeds.

3.2. Upon the Court's final approval of this Settlement and entry of the judgment, Defendant agrees to dismiss the pending appeal in Case No. B343972. Such dismissal shall be filed no later than five (5) court days after the Effective Date.

4. <u>MONETARY TERMS OF THE PAGA SETTLEMENT</u>

4.1. Defendant agrees to pay, on a non-reversionary basis, the Gross Settlement Amount as set forth here, in consideration for Plaintiff, the LWDA, and Aggrieved Employees' promises, representations, and obligations set forth in this Agreement.

4.1.1. For the purpose of calculating the Gross Settlement Amount, Defendant has represented that that there are no more than 475 PAGA Pay Periods. If the total number of PAGA Pay Periods exceeds 475 by more than ten percent (10%) (*i.e.*, 523 PAGA Pay Periods), then the Gross Settlement Amount shall be adjusted on a *pro rata* basis equal to the percentage increase above 10%. For example, if the total number of PAGA Pay Periods increases by 11%, then the Gross Settlement Amount shall be increased by 1%.

4.1.2. In the event this Agreement is canceled, rescinded, terminated, voided or nullified, however that may occur as permitted herein, or the Settlement is barred by operation of law, invalidated, or ordered not to be carried out by a court of competent jurisdiction, Defendant shall have no obligation to pay any of the Gross Settlement Amount and the Parties will return to their original respective positions, unless otherwise agreed upon in writing. Further, in that event, nothing in this Agreement, the negotiations leading to this Settlement, nor any papers prepared in connection with this Agreement shall be admissible in any proceeding for any purpose whatsoever.

4.2. The Parties agree that the Settlement Administration Costs shall be paid from the Gross Settlement Amount. The Settlement Administration Costs include all fees and costs for printing notice of the PAGA release for distribution with the payment of the Individual PAGA Payments, postage, envelopes, and computer searches to locate addresses, as well as the expenses of the Settlement Administrator to implement and complete the settlement process according to the terms of this Settlement, to calculate payments to individual Aggrieved Employees, to prepare any necessary tax documents for Aggrieved Employees, and any other related fees and costs. The Settlement Administration Costs are estimated to be $2,750.00. To the extent fees and costs are less than $2,750.00, or the Court approves a lesser amount, then the remainder will be allocated to the Net Settlement Amount.

4.3. Defendant agrees not to oppose or impede any application or motion by PAGA Counsel for attorneys' fees in the amount of one-third of the Gross Settlement Amount, currently estimated to be Eleven Thousand Six Hundred Sixty-Six Dollars and Sixty-Six Cents ($11,666.66) (PAGA Counsel Fees), and costs in an amount upon to Four Thousand Five Hundred Dollars ($4,500.00) (PAGA Counsel Expenses), which shall be paid from the Gross Settlement Amount. Any portion of the PAGA Counsel Fees and/or PAGA Counsel Expenses not awarded to PAGA Counsel shall be allocated to the Net Settlement Amount.

4.4. Defendant agrees not to oppose or impede any application or motion by Plaintiff for a Service Award in an amount of not more than Two Thousand Five Hundred Dollars ($2,500.00). If granted, the Service Award shall be paid from the Gross Settlement Amount. Any portion of the Service Award not awarded to Plaintiff shall be allocated to the Net Settlement Amount. The Settlement Administrator will report payment of the Service Award using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Service Award.

4.5. The Net Settlement Amount shall be allocated toward payment to the LWDA and Aggrieved Employees. The Net Settlement Amount, subject to Court approval, is estimated to be $13,583.34.

4.5.1. A total of sixty-five percent (65%) of the Net Settlement Amount shall be paid to the LWDA (the "LWDA Payment"), which is $8,829.17.

4.5.2. The remaining thirty-five percent (35%) of Net Settlement Amount, which is $4,754.17, shall be payable to the Aggrieved Employees. Using the PAGA Data, the Settlement Administrator will divide thirty-five (35%) of the Net Settlement Amount by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period. To calculate the Individual PAGA Payment, that value will then be multiplied by the number of PAGA Pay Periods that each respective Aggrieved Employee worked during the PAGA Period. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

4.5.3. Individual PAGA Payments shall be allocated and treated as 100% penalties, with no deductions or withholdings, and shall be reported by the Administrator on IRS 1099 Forms. No payroll taxes shall be assessed against Defendant for the Individual PAGA Payments.

4.5.4. 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.

4.5.5. Aggrieved Employees will assume any tax obligations or consequences which may arise from this Settlement. Aggrieved Employees release any and all claims that they have or may have against Defendant and the Released Parties for any claims, demands, deficiencies, levies, assessments, executions, judgments, penalties, taxes, indemnification, and any other recoveries related to any payments made under this Agreement. If any state or federal taxing authority contacts, investigates, or pursues any action against any Aggrieved Employees for their individual share of taxes related to any payments made under this Agreement or any compensation provided at any time by Defendant or any of the Released Parties, each Aggrieved Employee shall be responsible for their own defense of and payment for any claim of unpaid taxes, interest, or penalties brought by any state or federal taxing authority for the Aggrieved Employee's share of any state or federal tax obligation.

5. <u>TIMING OF PAYMENTS UNDER THE SETTLEMENT AGREEMENT</u>

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

5.2. Within thirty (30) calendar days after the Effective Date, Defendant shall deposit the Gross Settlement Amount with the Settlement Administrator.

5.3. Within twenty (20) calendar days after Defendant funds the Gross Settlement Amount, the Settlement Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees and Costs, and the Service Award, and issue payment to itself for the Settlement Administration Costs.

5.4. All settlement checks will remain valid and negotiable for 180 calendar days from the date of their mailing by the Settlement Administrator. After the 180-day period, any uncashed checks will be void and the Settlement Administrator shall remit any unclaimed funds to the following *cy pres* recipient: Legal Aid at Work. The Settlement Administrator shall direct such funds in compliance with California Code of Civil Procedure section 84, or as otherwise directed by the Court. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with Legal Aid at Work.

6. <u>ADMINISTRATION OF INDIVIDUAL PAGA PAYMENTS</u>

6.1. Within ten (10) business days after the Effective Date, Defendant shall provide the Settlement Administrator with the Aggrieved Employee Data for purposes of preparing and mailing Settlement Notices to Aggrieved Employees. The Aggrieved Employee Data shall not be shared with either Plaintiff or PAGA Counsel, unless expressly approved by Defendant and Defense Counsel. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, using the PAGA Data only for purposes of this Settlement and for no other purpose.

6.2. The Settlement Administrator will send the Individual PAGA Payments by check payable to the Aggrieved Employees by postmarked First Class U.S. Mail, enclosed with the Notice of Settlement of PAGA Representative Action (attached as **Exhibit A**) approved by the Court.

6.3. To provide the best notice practicable, any Individual PAGA Payment returned to the Settlement Administrator as non-delivered shall be sent by post-marked First-Class U.S. Mail to the forwarding address affixed thereto, if any. If no forwarding address is provided for an Individual PAGA Payment that is returned as non-deliverable, the Settlement Administrator shall use the best available technology accessible (e.g., skip tracing, address verification, etc.) to the Settlement Administrator or other mutually agreeable method to locate Aggrieved Employees and will then mail the Individual PAGA Payment to the address identified by the best available technology accessible to the Settlement Administrator or other mutually agreeable method. If no current address is located, the Individual PAGA Payment for that individual will be deemed undeliverable. If any Aggrieved Employees cannot be located within two attempts at mailings by the Settlement Administrator, the Individual PAGA Payment for that individual will be deemed undeliverable.

6.4. The Settlement Administrator shall maintain a list of the postmark date for the original mailing of the Individual PAGA Payment to the Aggrieved Employees, the postmark date of any subsequent mailing to any Aggrieved Employees, and a list of Aggrieved Employees who did not receive the Individual PAGA Payment due to the inability to locate a valid address using the procedures described herein or who otherwise could not be located within two attempts at mailing.

7. RELEASES OF CLAIMS

7.1. Plaintiff's Release. Upon the payment of the Gross Settlement Amount, Plaintiff and his respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences, including, but not limited to: all claims that were, or reasonably could have been, alleged, based on the facts contained in the Complaint, First Amended Complaint, Second Amended Complaint, and the PAGA Notice. ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement. Nothing herein shall be deemed to revoke, rescind, limit, or restrict the scope of the releases previously executed by Plaintiff, prior to filing this Action.

7.2. Waiver or Rights Under Civil Code Section 1542. Plaintiff acknowledges that he 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. For purpose of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which states: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party."

7.3. Release by Aggrieved Employees. Upon the payment of the Gross Settlement Amount, all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, heirs, administrators, successors, and assigns, the Released Parties from all claims to recover PAGA penalties, which were alleged or which could have reasonably been alleged in the Action based on the facts and theories pleaded therein and in the PAGA Notice, for violations of California Labor Code sections 201, 202, 203, 226(a), 226.7, 512 and 2699 *et seq*. that accrued during the PAGA Period.

8. FAIRNESS OF SETTLEMENT

8.1. The Parties have concluded that the terms set forth in this Agreement are fair, reasonable, adequate, and in the best interests of the Aggrieved Employees based on the factual and legal issues involved, the expense and time necessary to prosecute the Action through trial, the risks, uncertainty and costs of further prosecution, the difficulty of proof necessary to establish liability and penalties (if any), and the relative benefits to the Aggrieved Employees of an expeditious resolution to the Action.

8.2. Except as set forth elsewhere herein, in the event that this Agreement is not approved by the Court, or any appellate court, is terminated, or otherwise fails to be enforceable, Plaintiff will not be deemed to have waived, limited, or affected in any way any claims, rights, remedies, or damages in the Action, and Defendant will not be deemed to have waived, limited, or affected in any way any of its objections or defenses in the Action. The Parties shall be restored to their respective positions in the Action prior to the entry of this Settlement.

9. COURT APPROVAL OF SETTLEMENT

9.1. PAGA Counsel shall be responsible for preparing and filing a Motion for Approval of the PAGA Settlement and a proposed Judgment ("Motion"). PAGA Counsel will provide Defense Counsel with an opportunity to propose revisions to that Motion before it is filed.

9.2. The Parties and their counsel will cooperate with each other and use their best efforts to implement the Settlement and obtain court approval of the Settlement. If the Parties disagree on any aspect of the proposed Motion and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will 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.

9.3. Concurrently with the submission of this Agreement to the Court, Plaintiff shall submit it to the LWDA as required by PAGA.

9.4. The Court's approval of the Settlement and entry of Judgment shall be transmitted to the LWDA by Plaintiff promptly as required by PAGA.

9.5. Should the Court deny with prejudice the motion for approval of the payment of the Gross Settlement Amount as described in this Agreement or decline to dismiss the Action as agreed by the Parties, this Agreement shall be null and void and have no further effect.

9.6. Provided that the Court's approval of this Settlement is consistent with the material terms of this Agreement, Plaintiff, Defendant, and their respective counsel hereby waive any and all right to appeal the approval of the Settlement, and the Order therefore will become non-appealable at the time it is entered.

10. <u>MISCELLANEOUS PROVISIONS</u>

10.1. Plaintiff, Defendant, PAGA Counsel, and Defense Counsel agree to fully cooperate with each other to accomplish the terms of this Settlement, including, but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement the terms herein. The Parties agree to use their best efforts and any other efforts that may become necessary by Order of the Court, or otherwise, to effectuate this Settlement.

10.2. The Parties represent and warrant to the other Party that he or it has the right, power and authority to enter into this Agreement, and that the person signing this Agreement on behalf of such Party has the power and authority to do so.

10.3. This Settlement shall be binding upon, and inure to the benefit of, the successors or assigns of the Released Parties. Plaintiff represents, covenants, and warrants that he has not directly or indirectly, assigned, transferred, encumbered, any claim, demand, action, cause of action or rights released in the Released Claims in this Settlement. This Settlement also shall be binding upon Plaintiff and the Aggrieved Employees.

10.4. This Settlement may be amended or modified only by a written instrument signed by PAGA Counsel and Plaintiff, as well as Defense Counsel and Defendant. No rights under this Settlement may be waived except in writing.

10.5. This Settlement and any attached exhibits constitute the entire agreement between Plaintiff and Defendants relating to the terms contained herein. All prior or contemporaneous agreements, understandings, and statements, whether oral or written, whether express or implied, and whether by a party or its counsel, concerning this Agreement are merged herein. No oral or written representations, warranties, or inducements have been made to any Party concerning this Agreement or its exhibits, other than the representations, warranties, and covenants contained and memorialized in such documents.

10.6. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or any of its provisions. Each term of this Agreement is intended to be contractual and not merely a recital.

10.7. This Agreement has been drafted jointly and negotiated at arms' length, and each Party has consulted with independent legal counsel with respect to such Party's rights and obligations under this Agreement. Accordingly, any rule of law (including without limitation California Civil Code § 1654) or legal decision that would require interpretation of any ambiguities in this Agreement against the Party drafting this Agreement is not applicable and is waived. The provisions of this Agreement will be interpreted in a reasonable manner to affect the intent of the Parties and the purpose of this Agreement. This Agreement has been reviewed by the Parties and their respective counsel, and the Parties have had full opportunity to negotiate the contents of this Agreement. The Parties expressly waive any common law or statutory rule of construction that ambiguities should be construed against the drafter of this Agreement.

10.8. Each provision of this Agreement is independent, separate, and divisible, and in the event any provision or portion of a provision of this Agreement is found by the final order of a court of competent jurisdiction to be invalid, unenforceable, or in contravention of any applicable law, regulation, or public policy, such provision will be deemed not to be a part of this Agreement and will not affect the validity or enforceability of the remaining provisions. Nothing contained in this Agreement will be construed so as to require the commission of any acts contrary to law, and wherever there is a conflict between any provision of this Agreement and any present or future law or regulation, such provision will be limited to the extent necessary to make it comply with such law or regulation.

10.9. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Execution and delivery of this Agreement by delivery of a facsimile or electronically recorded copy (including a .pdf file) bearing a copy of the signature of a Party will constitute a valid and binding execution and delivery of this Agreement by such Party. Such copies will constitute enforceable original documents.

10.10. This Agreement will be deemed to have been executed and delivered in California, and the rights and obligations of the Parties will be construed and enforced in accordance with, and governed by, the laws of California. The Parties stipulate that any action or proceeding in connection with, or arising out of, this Agreement will be commenced and maintained only in the County of Los Angeles California.

10.11. 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.

10.12. The Parties agree that upon the execution of this Agreement, the litigation shall be stayed, except to effectuate the terms of this Agreement.

10.13. Pursuant to Code of Civil Procedure § 664.6, the Parties agree that the Court shall retain jurisdiction over the Parties, and over this Settlement, in order to: (a) monitor and enforce compliance of Settlement, and/or (b) resolve any disputes over this Settlement or the administration of the benefits of this Settlement.

IT IS SO AGREED:

Docusign Envelope ID: C0C2E657-944E-4E4D-8F94-C2656B645CA7

DATED: 3/6/2026

Signed by:

By: Michael G

372[illegible]

Plaintiff MICHAEL GORDON, individually and on behalf of all other aggrieved employees

DATED:

Defendant ENDLESS PURSUIT CORPORATION

By: ______________________

Name: ______________________

Title: ______________________

APPROVED AS TO FORM:

DATED:

DERMER BEHRENDT,
A Professional Law Corporation

By: ______________________

Jeffrey Dermer
Kevin Behrendt
Attorneys for Defendant Endless Pursuit Corporation

DATED: 3/9/2026

DIVERSITY LAW GROUP, P.C.

By: ______________________

Kristen Agnew
Attorneys for Plaintiff Michael Gordon

DATED: March 6, 2026

POLARIS LAW GROUP

By: William L Marder

William L. Marder
Attorneys for Plaintiff Michael Gordon

DATED:

By: ______________________________

Plaintiff MICHAEL GORDON, individually and on behalf of all other aggrieved employees

DATED: 3/11/26

Defendant ENDLESS PURSUIT CORPORATION

By: Drew Boyles

Name: Drew Boyles

Title: CEO

APPROVED AS TO FORM:

DATED: **March 10, 2026**

DERMER BEHRENDT,
A Professional Law Corporation

By: Kevin Behrendt

Jeffrey Dermer
Kevin Behrendt
Attorneys for Defendant Endless Pursuit Corporation

DATED:

DIVERSITY LAW GROUP, P.C.

By: ______________________________

Kristen Agnew
Attorneys for Plaintiff Michael Gordon

DATED:

POLARIS LAW GROUP

By: ______________________________

William L. Marder
Attorneys for Plaintiff Michael Gordon

EXHIBIT A

NOTICE OF SETTLEMENT OF PAGA REPRESENTATIVE ACTION
Gordon v. Endless Pursuit Corporation
Los Angeles Superior Court Case No. 24STCV17375

PAGA Settlement Member
Address

You are receiving this notice in connection with a Court approved settlement (the "Settlement") in a lawsuit brought on a representative basis under the Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq*. ("PAGA"). The plaintiff in the lawsuit is Michael Gordon ("Plaintiff") and the Defendant is Endless Pursuit Corporation ("EPC").

The Settlement provides for recovery of civil penalties for purported violations of the California Labor Code on behalf of certain individuals who worked for EPC in California as non-exempt employees during the PAGA Period (June 12, 2023 through September 30, 2025) and also earned both a non-discretionary incentive payment and meal and/or rest period compensation within the same pay period ("Eligible Employees"). The PAGA statute provides that 65% of any civil penalties recovered pursuant to the Settlement be paid to the State of California and 35% of any civil penalties recovered be paid to the "aggrieved employee" group, which in this case is the group of Eligible Employees.

EPC denies any knowing and intentional violations of the Labor Code or applicable Wage Order, or any other wage and hour violation. Nevertheless, to avoid further costs and time in defending the lawsuit, EPC has settled the lawsuit. By settling the lawsuit, EPC is not admitting that it has done anything wrong.

The Settlement resolves all claims for civil PAGA penalties under PAGA relating to any failure to pay meal and/or rest period premiums at the regular rate of pay, in violation of California Labor Code §§ 201, 202, 203, 226(a), 226.7 and 512 that accrued during the PAGA Period (the "Released PAGA Claims"). **This Settlement is limited to civil penalties due under the PAGA, and does not include any claims you may have for unpaid wages or other legal remedies.**

By an Order dated [DATE], the Superior Court approved the Settlement of the PAGA claims. By approving the Settlement, the Court did not decide in favor of either Plaintiff or EPC.

According to EPC's records, you are an Eligible Employee and are therefore entitled to a share of the Settlement based upon the Court-approved allocation. Enclosed with this Notice is your check for your share. The settlement check shall remain valid for one hundred eighty (180) calendar days. Thereafter, all uncashed checks shall be sent to the *cy pres* recipient, Legal Aid at Work.

<u>Please Note</u>: One hundred percent (100%) of the payment you are receiving in connection with the Settlement will be considered penalties and may be subject to local, state, or federal tax withholdings and will be reported to the IRS and state tax authorities. You should rely on your own tax advisors as to the tax consequences of your settlement payment.

PLEASE DO <u>NOT</u> CALL OR WRITE THE COURT OR OFFICE OF THE CLERK TO ASK QUESTIONS ABOUT THE SETTLEMENT. IF YOU HAVE ANY QUESTIONS, YOU MAY CALL OR WRITE TO THE SETTLEMENT ADMINISTRATOR AT:

[SETTLEMENT ADMINISTRATOR NAME]

[ADDRESS LINE 1]

[ADDRESS LINE 2]