

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement/Stipulation of Settlement (the “Agreement”) is made by and between plaintiff Abdolla Kowighadoush (“Plaintiff”) and NKSFB, LLC (“Defendant” or “NKSFB”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as a “Party.”

1. DEFINITIONS.

1.1 “Action” means Plaintiff’s lawsuit against Defendant captioned *Abdolla Kowighadoush v. NKSFB, LLC*, Case No. 23STVC23689, initiated on September 23, 2023, and pending in the Superior Court of the State of California, County of Los Angeles, including the Complaint.

1.2 “Administrator” means Apex Class Action (also referred to as “Apex), 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 of Seven Thousand Dollars and Zero Cents (\$7,000.00) submitted to the Court in connection with approval of this Settlement.

1.4 “Aggrieved Employee” means all persons who are employed or were previously employed by Defendant in California and classified as non-exempt employees at any time during the PAGA Period.

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

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

1.7 “Approval Order” means the Court Order Granting Approval of PAGA Settlement.

1.8 “Complaint” shall refer to the original class-action complaint that Plaintiff filed in the Action on September 29, 2023.

1.9 “Court” means the Superior Court of California, County of Los Angeles.

1.10 “Defense Counsel” means Attorneys David A. Wimmer and Meghan E. O’Kane at Swerdlow Florence Sanchez Swerdlow & Wimmer, A Law Corporation.

1.11 “Effective Date” means the date by when all of the following have occurred: (a) the final approval by the Court of the settlement; (b) any appeal period has been exhausted; (c) the occurrence of all other conditions precedent as set forth in this Agreement as approved by the Court, provided all such conditions occur prior to the Effective Date; and (d) the Court granting entry of the dismissal without prejudice of all class-action claims in the Action. The Judgment becomes final as of the latest of the following occurrences: (a) the day the Court entered Judgment assuming no appeal is filed; or (b) if a timely appeal is filed, the date of final resolution of that appeal (including any requests for rehearing and/or petitions for writs of certiorari) resulting in final judicial approval of the Settlement.

1.12 “FAC” shall refer to the First Amended Complaint that Plaintiff filed in the Action on April 8, 2024.

1.13 “Gross Settlement Amount” means Two Hundred Forty-Two Thousand Five Hundred Dollars and Zero Cents (\$242,500.00), which is the total amount Defendant agrees to pay under the Settlement, except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator’s Expenses Payment.

1.14 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.

1.15 “Judgment” means the judgment entered by the Court based upon the Approval Order.

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

1.17 “LWDA Letter” means Plaintiff’s September 29, 2023, letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a). (LWDA Case No. LWDA-CM-984525-23)

1.18 “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.19 “Net Settlement Amount” or “NSA” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The estimated NSA, if all allocations are approved as requested, is \$133,625.00. The NSA is to be paid to Aggrieved Employees as Individual PAGA Payments (25% of the NSA) and to the LWDA in the LWDA PAGA Payment (75% of the NSA).

1.20 “PAGA Counsel” means Attorneys Alvin B. Lindsay, and Melissa Rodriguez of D.Law, Inc., David Yeremian of David Yeremian & Associates, and Walter Haines and Peggy Reali of United Employees Law Group, PC, the attorneys representing the Plaintiff in the Action.

1.21 “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for their reasonable attorneys’ fees and for reimbursement of their reasonable expenses, respectively, incurred to prosecute the action. Defendant will not oppose a PAGA Counsel Fees Payment of 35% of the GSF (i.e. \$84,875.00) and reimbursement of PAGA Counsel Litigation Expenses Payment of up to \$17,000.00 to Class Counsel, which consists of the attorneys from D.Law and United Employees Law Group.

1.22 “PAGA Pay Period” means any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.23 “PAGA Period” means the period from September 29, 2022, through and including June 23, 2024.

1.24 “PAGA” means the California Labor Code Private Attorneys General Act (Labor Code §§ 2698 *et seq.*)

1.25 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid and shall equal the Net Settlement Amount (\$133,625.00). The PAGA Penalties are allocated 25% to the Aggrieved Employees (approximately \$33,406.25) as to their Individual PAGA Payments and the 75% to LWDA (approximately \$100,218.75) as the LWDA PAGA Payment in settlement of all PAGA claims.

1.26 “Plaintiff” means Abdolla Kowighadoush, the named plaintiff in the Action.

1.27 “Release Period” means the period from September 29, 2022, through October 26, 2024.

1.28 “Released PAGA Claims” means any and all claims for civil penalties under PAGA arising from the pleaded claims in the Action and the LWDA Letter

for the Release Period, and from all other claims for civil penalties arising from, related to, or otherwise connected with the underlying factual allegations contained in the LWDA Letter and in the Action, that Plaintiff, on behalf of himself, the LWDA and the Aggrieved Employees, alleged or could allege against Defendant and the Released Parties. The Released PAGA Claims include, without limitation, all claims for civil penalties arising under California Labor Code Sections 2698 *et seq.* based on the facts set forth in Plaintiff's September 9, 2023, LWDA Letter and Plaintiff's Action, and further includes all claims seeking civil penalties for (1) failure to pay minimum wage, (2) failure to pay wages and overtime under Labor Code Section 510, (3) failure to provide meal periods, (4) failure to provide rest periods, (5) violation of California Labor Code Section 226, (6) Violation of California Labor Code Section 221, (7) Violation of California Labor Code Section 204, (8) Violation of California Labor Code Section 203, (9) failure to maintain records under California Labor Code Sections 1174 and 1174.5, (10) failure to produce requested records under California Labor Code Sections 226 and 1198, and (11) failure to reimburse necessary business expenses under California Labor Code Section 2802, and further including all claims for civil penalties pursuant to California Labor Code Sections 201, 202, 203, 204, 210, 221, 226, 226.7, 246, 248.1, 248.2, 248.5, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2810.5, 2698, 2699 *et seq.*, and 2802, as well as any applicable IWC Orders, arising at any time during the Release Period.

1.29 "Released Parties" means Defendant and each of its divisions, subsidiaries, partnerships, parents, affiliated companies, trusts, or other related entities, past and present, and each of them, as well as each of their directors, officers, shareholders, partners, members, representatives, executors, trustees, fiduciaries, administrators, beneficiaries, assignees, successors, business managers, agents, contractors, insurers, attorneys, and employees, past and present, and each of them and their marital community.

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

2. RECITALS.

2.1 Pursuant to Labor Code Section 2699.3(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the LWDA Letter. Specifically, on September 29, 2023, Plaintiff filed the LWDA Letter (LWDA Case No. LWDA-CM-984525-23) with the LWDA on behalf of himself and all Aggrieved Employees, alleging that Defendant committed various wage and hour violations under the California Labor Code and that he and all Aggrieved Employees were entitled to civil penalties under PAGA.

2.2 On September 29, 2023, Plaintiff commenced this Action in the Superior Court of California, Los Angeles by filing the Complaint against Defendant.

2.3 On April 8, 2024, Plaintiff filed the FAC adding a thirteenth cause of action for civil penalties under PAGA.

2.4 Prior to Defendant responding to the FAC in the Action, the Parties agreed to attend an early mediation with Lynn Frank, Esq., an experienced mediator. Prior to mediation, Plaintiff obtained, through informal discovery, among other things, electronic payroll and timekeeping data for all alleged Aggrieved Employees, as well as emails and documents regarding Defendant's wage and hour policies, and Plaintiff's personnel records.

2.5 On August 27, 2024, the Parties participated in an all-day mediation presided over by Lynn Frank, Esq., which led to this Agreement to settle the Action. The Parties executed a Memorandum of Agreement on August 27, 28 & 30, 2024, memorializing that settlement.

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, except as to the settlement and general release of Plaintiff's individual claims against Defendant that are all resolved in the concurrently executed Individual Settlement and General Release Agreement.

3. MONETARY TERMS.

3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay Two Hundred Forty-Two Thousand and Five Hundred Dollars and Zero Cents (\$242,500.00) and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount until forty-five (45) days after the Effective Date, as stated in Paragraph 4.2 of this Agreement, except as otherwise noted in Paragraph 9.1. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

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

3.2.1 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 35% of the Gross Settlement Amount (i.e. \$84,875.00) and PAGA Counsel Litigation Expenses Payment of not more than 17,000.00. Defendant will not oppose requests for Court approval of

these payments provided that they do not exceed these amounts and/or percentage of the Gross Settlement Amount. Plaintiff will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the unincurred balance shall be included in the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any PAGA Counsel Fees Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will report the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendant and all Released Parties harmless, and hereby indemnifies Defendant and all Released Parties from any dispute or controversy regarding any division or sharing of the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment.

3.2.2 To the Administrator: An Administrator Expenses Payment not to exceed \$7,000.00 except for a showing of good cause and as approved by the Court. To the extent the administration expenses are less than \$7,000.00 or the Court approves payment less than the balance, that difference shall be included in the Net Settlement Amount.

3.3 Payment from Net Settlement Amount: The Administrator will make and deduct the following payments from the Net Settlement Amount in the amounts specified by the Court in the Approval Order:

3.3.1 To the LWDA and Aggrieved Employees: PAGA Penalties in the estimated amount of \$133,625.00. to be paid to disburse the Net Settlement Amount, with 75% allocated to the LWDA PAGA Payment and 25% allocated to the Individual PAGA Payments.

3.2.3.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% 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 that result by each Aggrieved Employee's PAGA Pay Periods.

3.2.3.2. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.3.3. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Aggrieved Employee Data. Within thirty (30) calendar days of the Court filing the Approval Order, Defendant will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. Defendant shall make reasonable and good faith efforts based on Defendant's records to include the name, last known address, and social security number of each Aggrieved Employee on the List. The List will not be provided to PAGA Counsel. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. The Parties and their counsel will expeditiously use good-faith efforts to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.2 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 30 days after the Effective Date, except as otherwise noted in Paragraph 9.1.

4.3 Payments from the Gross Settlement Amount. Within fifteen (15) calendar days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Fees Payment, and the PAGA Counsel Litigation Expenses Payment. Disbursement of the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses 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. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

- 4.3.2 The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within seven (7) days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced if 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 expressly specified in this Agreement.
- 4.3.5 The Individual PAGA Payments shall not adjust or effect the regular rate of pay in any way for any Aggrieved Employee.
- 4.3.6 Whereas the Parties agree that there is no statutory obligation to provide notice of the Settlement to Aggrieved Employees, at the same time that the Administrator distributes the Individual PAGA Payments to the Aggrieved Employees, every Aggrieved Employee will be provided with the letter attached hereto as Exhibit A in the form evidenced by Exhibit A, which shall be addressed to the Aggrieved Employee and reference the Aggrieved Employee's Individual PAGA Payment.

5. **RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the Gross Settlement Amount, Plaintiff, on behalf of the Aggrieved Employees, will release claims against all Released Parties as follows:

5.1 **Release by Aggrieved Employees and the LWDA:**

Plaintiff, standing in the shoes of the Labor Commissioner/LWDA to the extent permitted by law, and on behalf of the State of California and all

Aggrieved Employees, for themselves and for their respective spouses, domestic partners, children, estates, heirs, trusts, and representatives, forever and completely releases and discharges the Released Parties from the Released PAGA Claims that have or could have arisen or accrued during the Release Period. It is the intent of the Parties that the Approval Order entered by the Court shall have full equitable and collateral estoppel and res judicata effect and be final and binding upon Plaintiff, the LWDA, and the Aggrieved Employees. Each Aggrieved Employee and the LWDA will be deemed to have made the foregoing Release as if by manually signing it.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.

6.1 Within fifteen (15) business days of all Parties executing this Agreement, Plaintiff shall file a Motion for Approval of the Settlement.

6.2 Plaintiff's Responsibilities. No later than seven (7) calendar days before the due date to file the Motion for Approval, Plaintiff will deliver to Defense Counsel near-final drafts of all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2), including (i) a draft, proposed Approval Order; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve, its competency, its operative procedures for protecting the security of Aggrieved Employee Data, its amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance, all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA, and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; and (iii) a near-final declaration from PAGA Counsel attesting to its timely transmission to the LWDA of all necessary documents required to be sent to the LWDA regarding the settlement of PAGA claims. PAGA Counsel's declaration shall also attach a copy of this Agreement, and it shall include all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiff and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.3 Responsibilities of PAGA Counsel. Consistent with Paragraph 6.1 above, PAGA Counsel is responsible for expeditiously drafting, finalizing and filing the Motion for Approval and obtaining a prompt hearing date for the Motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Approval Order to the Administrator.

6.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone or videoconference, and in good faith, to resolve the disagreement. If the Court does not grant the Motion for Approval of this 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 or videoconference, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns, provided that Defendant shall not be required to contribute any additional funds to the Gross Settlement Amount.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected Apex Class Action, to serve as the Administrator. PAGA Counsel has verified that, as a condition of appointment, APEX agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of providing reports to state and federal tax authorities.

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

7.4 Administrator Duties. The Administrator has a duty to perform or observe all designated tasks contained in this Agreement or otherwise required by law.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES and ESCALATOR

CLAUSE. Based on its records, Defendant represents that there are approximately 9,700 pay periods for the Aggrieved Employees during the PAGA Period. Should the total number of PAGA Pay Periods within that timeframe increase by more than 10% (i.e., by more than 970 PAGA Pay Periods, i.e., 10,670), Defendant shall increase the Gross Settlement Fund, as defined below, on a pro-rata basis equal to the percentage increase in the number of PAGA Pay Periods worked by Aggrieved Employees greater than 10%. For example, if the number of PAGA Pay Periods during the PAGA Period increases by 12%, then Plaintiff shall request a 2% increase to the Gross Settlement Fund.

9. **CONTINUING JURISDICTION OF THE COURT.** The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement, the Individual Settlement and General Release Agreement, and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law. If any Party brings an action to enforce this Agreement, the prevailing party shall be entitled to its/her reasonable attorneys' fees and costs.

9.1 **Waiver of Right to Appeal.** Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses 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 individual or entity who is not a Party to this Agreement 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.

10. **ADDITIONAL PROVISIONS.**

10.1 **No Admission of Liability.** 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 allegation in the LWDA Letter or Action has 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 this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement, this Agreement, and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

10.2 **Integrated Agreement.** Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits, if any, 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, as well as the prior Memorandum of Agreement executed by the Parties, except that the Individual Settlement and General Release Agreement shall remain in full force and effect.

10.3 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 that are consistent therewith.

10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their good-faith efforts to implement the Settlement by, among other things, modifying the Agreement, submitting supplemental evidence, and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of Mediator Lynn Frank, Esq. and/or the Court for resolution.

10.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

10.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant nor Defense Counsel is 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 C.F.R. Part 10, as amended) or otherwise.

10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives.

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

10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

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

10.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA 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. Additionally, the Parties are under a continuing obligation to comply with the Court's March 22, 2024 Case Management Order.

10.13 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

10.14 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

10.15 Notice. All notices, demands, or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Alvin B. Lindsay, Esq.
Melissa Rodriguez, Esq.
D.Law, Inc.
450 N Brand Blvd., Suite 840
Glendale, CA 91203

To Defendant:

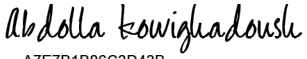
David A. Wimmer, Esq.
Meghan E. O'Kane, Esq.
Swerdlow Florence Sanchez Swerdlow & Wimmer,
A Law Corporation
10877 Wilshire Boulevard, Suite 1650
Los Angeles, CA 90024

10.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign or AdobeSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

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

EXECUTED this 18 day of December 2024, at Los Angeles County, California.

PLAINTIFF

DocuSigned by:

A7E7B1B86C3D43B

Abdolla Kowighadoush

EXECUTED this 19/1st day of December 2024, at Los Angeles, California.

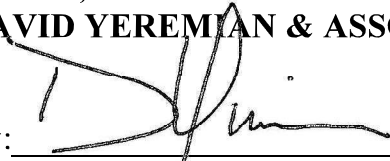
DEFENDANT NKSFB, LLC

By: Eric J. Diamond
Eric J. Diamond (Dec 19, 2024 10:23 PST)

Eric J. Diamond
Its: Chief Operating Officer

APPROVED AS TO FORM:

**D.LAW, INC.
DAVID YEREMIAN & ASSOCIATES**

By:  _____

Dated: December 18, 2024

David Yermian, Esq.
Alvin B. Lindsay, Esq.
Melissa Rodriguez, Esq.
Attorneys for Plaintiff, Abdolla Kowighadoush
and Aggrieved Employees

UNITED EMPLOYEES LAW GROUP, PC

By:  _____

Dated: December 18, 2024

Walter Haines, Esq.
Peggy Reali, Esq.
Attorneys for Plaintiff, Abdolla Kowighadoush
and Aggrieved Employees

**SWERDLOW FLORENCE SANCHEZ
SWERDLOW & WIMMER, A LAW CORPORATION**

By:  _____

Dated: 19/12/24

David A. Wimmer, Esq.
Attorneys for Defendant NKSFB, LLC