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18 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
19 **FOR THE COUNTY OF LOS ANGELES**

20 MARTIN JAUREGUI, an individual, on  
behalf of himself and others similarly  
21 situated,

22 Plaintiff,

23 vs.

24 LPF RE MANAGER, LLC, a California  
limited liability company; and DOES 1  
25 through 50, inclusive,

26 Defendants.

Case No.: 19STCV36107

CLASS ACTION

Assigned for All Purposes To:  
Hon. Yvette M. Palazuelos  
Dept. 9, Spring Street Courthouse

**AMENDED JOINT STIPULATION OF  
CLASS ACTION AND PAGA  
SETTLEMENT AGREEMENT**

Original Complaint Filed: October 9, 2019  
First Amended Complaint: February 25, 2020

1 Subject to the Court’s approval, the Parties have entered into a Settlement Agreement  
2 pursuant to the terms and conditions in this Joint Stipulation of Settlement of Class and PAGA  
3 Action and Settlement Agreement (“Settlement Agreement”) between Plaintiff MARTIN  
4 JAUREGUI (hereinafter “Plaintiff”), on behalf of himself and the Settlement Class, and Defendant  
5 LPF RE MANAGER, LLC (“Defendant”). The Parties request the Court to enter judgment subject  
6 to the Settlement Agreement’s terms.

7 **I. DEFINITIONS**

8 1. “Action” or “Lawsuit” shall mean the Complaint entitled *Martin Jauregui v LPF*  
9 *RE Manager, LLC*, filed on October 9, 2019, in Los Angeles County Superior Court, and assigned  
10 Case No. 19STCV36107, and the operative, First Amended Complaint (“**FAC**”) filed on February  
11 25, 2020.

12 2. “Class Counsel” means the attorneys of record for the Class Representative and  
13 Class Members, *i.e.*, David Yeremian and Alvin B. Lindsay, David Yeremian & Associates, Inc.,  
14 535 N. Brand Blvd, Suite 705, Glendale, CA 91203, and Walter F. Haines of United Employees  
15 Law Group, 5500 Bolsa Avenue, Suite 201, Huntington Beach, CA 92649.

16 3. “Class Counsel Award” means an award of attorneys’ fees, expenses and costs  
17 granted to Class Counsel and paid from the Maximum Settlement Amount.

18 4. “Class Data” means information regarding Class Members that Defendant will  
19 collect from its electronic records and provide to the Settlement Administrator. The Class Data  
20 shall be formatted as a Microsoft Excel spreadsheet and shall include for each Class Member their  
21 full name, last known address, last known telephone number, and Social Security number, as well  
22 as information sufficient to enable the Settlement Administrator to designate the number of work  
23 weeks worked by each and every Settlement Class Member during the Class Period.

24 5. “Class Members” means all current and former non-exempt, hourly employees who  
25 worked for Defendant in California at any time during the Class Period.

26 6. “Class Period” shall mean the time period from October 9, 2015 through the date of  
27 the Court’s order approving Plaintiff’s Motion for Preliminary Approval, or August 30, 2020,  
28 whichever is earlier.

1           7.       “Class Representative Service Award” or (“CRSA”) means the amount that the  
2 Court authorizes to be paid to Plaintiff from the Maximum Settlement Amount, in addition to  
3 Plaintiff’s Individual Settlement Payment.

4           8.       “Class Representative” means the named Plaintiff in this lawsuit, Martin Jauregui.

5           9.       “Court” means the Superior Court for the State of California, County of Los  
6 Angeles.

7           10.      “Defendant” means LPF RE Manager, LLC.

8           11.      “Defense Counsel” or “Counsel for Defendant” shall mean Christopher E. Panetta,  
9 Elizabeth Leitzinger, and Bradley Levang of Fenton & Keller, 2801 Monterey Salinas Highway,  
10 Monterey CA 93942-0791.

11          12.      “Effective Date of the Settlement” shall be the latest of the following dates: (a) If  
12 no objections to the Settlement Agreement are submitted, then the date the Court enters judgment  
13 granting Final Approval; or (b) if an objection to the Settlement Agreement is filed, then the date  
14 when the time expires to file an appeal of the Court’s grant of Final Approval of the Settlement  
15 Agreement; or (c) if an objection is filed, as well as a timely Notice of Appeal of the Court’s grant  
16 of Final Approval of the Settlement Agreement, then the date the appeal is finally resolved, with  
17 the final approval unaffected. Defendant has the option to pay into the Qualified Settlement Fund  
18 so that it is fully funded by one year from the Effective Date of the Settlement. Therefore, the  
19 Effective Date of the Settlement will likely occur before the Release Effective Date of the  
20 Released Claims and the PAGA Released Claims, which will occur when Defendant makes the  
21 last installment payment to fully fund the Qualified Settlement Fund.

22          13.      “Final Approval Order” means the Court’s order granting final approval of the  
23 Settlement Agreement.

24          14.      Individual Settlement Payment (“ISP”) means the amount payable from the Net  
25 Settlement Amount to each Settlement Class Member.

26          15.      “Maximum Settlement Amount” or (“MSA”) means the maximum sum to be paid  
27 by Defendant pursuant to this Settlement Agreement, which shall be no more than Three Hundred  
28 and Twenty-Five Thousand Dollars (\$325,000.00). The MSA shall include all payments

1 contemplated by this Settlement Agreement, including but not limited to all ISPs, the CRSA, the  
2 Class Counsel Award, the PAGA Payment, the Settlement Administration Costs, any award of  
3 costs or reimbursements to Class Counsel or Plaintiff. Defendant’s share of payroll taxes will not  
4 be paid out of the Maximum Settlement Amount, but instead will be paid separate and apart from  
5 it.

6 16. “Net Settlement Amount” or (“**NSA**”) means the MSA less the CRSA, the Class  
7 Counsel Award, the 75% portion of the PAGA Payment allocated to the LWDA, the Settlement  
8 Administration Costs, any award of costs or reimbursements to Class Counsel or Plaintiff.

9 17. “Notice” means the Notice of Settlement of Class and PAGA Action in a form  
10 substantially similar to the form attached as **Exhibit 1** (the “Notice”).

11 18. “PAGA” means the California Labor Code Private Attorneys General Act of 2004.

12 19. “PAGA Employees” means the aggrieved non-exempt employees employed by  
13 Defendant who worked at least one pay period during the PAGA Period.

14 20. “PAGA Period” means the time period from October 9, 2018 through August 30,  
15 2020.

16 21. “PAGA Payment” means the payment made to the California Labor and Workforce  
17 Development Agency pursuant to the PAGA. The PAGA Payment shall be made from the MSA.

18 22. “Parties” mean Plaintiff and Defendant, collectively, and “Party” shall mean either  
19 Plaintiff or Defendant, individually.

20 23. “Payment Ratio” means the respective Qualified Workweeks for each Settlement  
21 Class Member divided by the total Qualified Workweeks for all Class Members.

22 24. “Plaintiff” shall mean the named Plaintiff in this Lawsuit, Martin Jauregui.

23 25. “Preliminary Approval Date” means the date the Court enters an order granting  
24 preliminary approval of the Settlement Agreement.

25 26. “Qualified Settlement Fund” means the fund set up by the Settlement Administrator  
26 into which the MSA shall be deposited and disbursements from it shall be made.

27  
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1           27.     “Qualified Workweeks” means the number of workweeks in which a Class  
2 Member performed any work for Defendant in a non-exempt, hourly position during the Class  
3 Period.

4           28.     “Released Claims” means all claims and causes of action raised or that reasonably  
5 could have been raised in the operative complaint (the FAC) based upon the facts, legal theories,  
6 and causes of action alleged in the Lawsuit for the time period from October 9, 2015 through  
7 August 30, 2020, and including all of the following claims for relief: failure to pay wages due;  
8 failure to pay minimum wages; failure to pay overtime wages; failure to provide compliant meal  
9 breaks and related premium payments; failure to provide compliant rest breaks and related  
10 premium payments; failure to provide compliant wage statements; failure to provide timely wages;  
11 failure to comply with Section 221 of the California Labor Code; failure to pay final wages; unfair  
12 business practices in violation of California Business and Professions Code § 17200 *et seq.*; any  
13 other claims or penalties under the wage and hour laws pleaded in the FAC; and all damages,  
14 penalties, interest, fees, and other amounts recoverable under the claims, causes of action or legal  
15 theories of relief described above as may be available under California and federal law to the  
16 extent permissible. The period of the Released Claims shall extend to the limits of the Class  
17 Period, but they are ineffective after the close of the Class Period in August of 2020. The *res*  
18 *judicata* effect of the Judgment will be the same as that of the Released Claims. The definition of  
19 Released Claims shall not be limited in any way by the possibility that Plaintiff or SCMs may  
20 discover new facts, legal theories, or legal arguments not alleged in the FAC but which might  
21 serve as an alternative basis for pursuing the same or similar claims, causes of action, or legal  
22 theories of relief falling within the definition of Released Claims.

23           29.     “Release Effective Date” means the date when the releases provided by the  
24 Settlement Class of the above described Released Claims become effective, and more particularly  
25 upon both the Effective Date of the Settlement and the final installment payment to fully fund the  
26 QSF with the Maximum Settlement Amount.

27           30.     “PAGA Released Claims” shall mean claims under the Private Attorneys General  
28 Act of 2004, Labor Code §§ 2698 *et seq.* (“PAGA”) that reasonably could have been premised on

1 the facts, claims, and legal theories described above or in the FAC or in the PAGA Notice Letter  
2 Plaintiff provided to the LWDA and served on Defendants. The Released Parties shall be entitled  
3 to a release from the State of California and the Aggrieved Employees only as to all PAGA  
4 Released Claims based on the alleged facts and legal claims in the operative complaints. PAGA  
5 Released Claims will be released by the PAGA Employees even if they determine to opt out of the  
6 Settlement.

7 a. Upon the Effective Date, and following the final payment to fully fund the Qualified  
8 Settlement Fund, the effective date of the PAGA Released Claims will occur when the  
9 Administrator receives the final installment payment from Defendant to fully fund the  
10 Qualified Settlement Fund.

11 b. The PAGA Released Claims expressly exclude all PAGA claims outside the PAGA  
12 Period, all PAGA claims not alleged in the operative complaints in the Actions, all  
13 claims under Cal. Labor Code § 558(a)(3), and all non-PAGA claims. In no event shall  
14 the release of the PAGA Released Claims in this Settlement Agreement release any  
15 individual claims of any individuals other than Plaintiff.

16 31. “Released Parties” shall mean Defendant LPF RE MANAGER, LLC , Greenfield  
17 Organix, ARB Pacific, LLC, Valley Harvest, LLC, and all of those entities’ past, present and/or  
18 future, direct and/or indirect, subsidiaries, parents, affiliates, divisions, joint venturers,  
19 predecessors, successors, insurers, assigns, consultants, subcontractors, current or former  
20 employees, officers, directors, servants, agents, investors, representatives, attorneys, executors,  
21 administrators, assigns, employee benefit plans (including but not limited to the trustees,  
22 fiduciaries, and administrators of those plans), and all persons acting under, by, through, or in  
23 concert with any of them, and each of them.

24 32. “Request for Exclusion” refers to a formal request to be excluded from the  
25 Settlement Agreement as described in the “Requests for Exclusion” section herein. PAGA  
26 Employees cannot exclude themselves from the PAGA Released Claims, and will instead  
27 automatically receive their pro-rata share of 25% of the PAGA Payment.  
28



1           35.     Mediation. On June 30, 2020, the Parties participated in a private mediation with  
2 Lynn Frank, a mediator with considerable experience mediating wage and hour class actions. This  
3 took place only after the Parties exchanged extensive informal information, documents, and data.  
4 The mediation resulted in the Parties agreeing to a Memorandum of Agreement memorializing the  
5 general terms of this Settlement Agreement.

6           36.     Benefits of Settlement Agreement to Settlement Class Members. Plaintiff and  
7 Class Counsel recognize the expense and length of continued proceedings necessary to litigate  
8 their disputes through trial and potential appeals. Plaintiff has also taken into account the  
9 uncertainty and risk of the outcome of further litigation, and the difficulties and delays inherent in  
10 such litigation. Plaintiff and Class Counsel are also aware of the burdens of proof necessary to  
11 establish liability for the claims asserted in the Lawsuit, both generally and in response to  
12 Defendant's defenses, and the difficulties in establishing damages for the Class Members.  
13 Moreover, Plaintiff and Class Counsel have taken into account the Defendant's financial status  
14 and ability to pay any judgment or award following litigation. Thus, Plaintiff and Class Counsel  
15 have determined that the terms set forth in this Settlement Agreement are fair, adequate and  
16 reasonable, and in the best interests of the SCMs.

17           37.     Defendant's Reasons for Settlement Agreement. Defendant has concluded that  
18 further defense of this litigation would be protracted and expensive for all Parties. Substantial  
19 amounts of Defendant's time and resources have been and, unless this Settlement Agreement is  
20 made, will continue to be devoted to the defense of the claims asserted by Plaintiff and the  
21 putative Class Members. Defendant has also taken into account the risks of further litigation in  
22 reaching its decision to enter into this Settlement Agreement. Although Defendant continues to  
23 contend that it is not liable for any of Plaintiff's claims, Defendant has agreed to settle along the  
24 terms set forth in this Settlement Agreement and fully resolve the Lawsuit.

25           38.     Class Members' Claims. The Class Representative claims that his allegations have  
26 merit in regards to the putative Class Members. This Settlement Agreement is a compromise of  
27 disputed claims. The monies paid in this Settlement Agreement are genuinely disputed and the  
28 Parties agree that the provisions of Labor Code section 206.5 do not apply to this Settlement

1 Agreement. Nothing in this Settlement Agreement or its exhibits, and no action taken to carry out  
2 this Settlement Agreement may be construed or used as an admission by or against the putative  
3 Class Members or Class Counsel as to the merits of the claims asserted.

4 39. Defendant's Defenses. Defendant claims that the Released Claims have no merit.  
5 This Settlement Agreement is a compromise of disputed claims. The Settlement funds are  
6 genuinely disputed and the Parties agree that the provisions of Labor Code section 206.5 do not  
7 apply to this Settlement Agreement. Nothing in this Settlement Agreement or its exhibits, and no  
8 action taken to carry out this Settlement Agreement may be construed or used as an admission by  
9 or against Defendant as to the merits of the claims asserted.

10 **III. TERMS OF SETTLEMENT AGREEMENT**

11 40. Settlement Agreement Consideration by Defendant. Defendant shall pay the MSA  
12 and nothing more than the MSA.

13 41. General Release of Claims By Plaintiff. As of the Effective Date, in exchange for  
14 the consideration in this Settlement Agreement, Plaintiff, for himself and his heirs, successors and  
15 assigns, hereby waives, releases, acquits and forever discharges the Released Parties from any and  
16 all Released Claims as well as any and all claims, actions, charges, complaints, grievances and  
17 causes of action, of whatever nature, whether known or unknown, which exist or may exist on  
18 Plaintiff' behalf as of the date he signs this Settlement Agreement, including but not limited to,  
19 any and all tort claims, contract claims, wage claims, wrongful termination claims, disability  
20 claims, benefit claims, public policy claims, retaliation claims, statutory claims, personal injury  
21 claims, emotional distress claims, invasion of privacy claims, defamation claims, fraud claims,  
22 quantum meruit claims, and any and all claims arising under any federal, state or other  
23 governmental statute, law, regulation or ordinance, including, but not limited to, claims for  
24 violation of the Fair Labor Standards Act, the California Labor Code, the Wage Orders of  
25 California's Industrial Welfare Commission, other state wage and hour laws, the Americans with  
26 Disabilities Act, the Employee Retirement Income Security Act, Title VII of the Civil Rights Act  
27 of 1964, the California Fair Employment and Housing Act, the California Family Rights Act, the  
28 Family Medical Leave Act, California's Whistleblower Protection Act, California Business &

1 Professions Code Section 17200 et seq., and any and all claims arising under any federal, state or  
2 other governmental statute, law, regulation or ordinance. Plaintiff expressly waives and  
3 relinquishes any and all claims, rights or benefits he may have under California Civil Code §  
4 1542, which provides as follows: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS  
5 THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO  
6 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND  
7 THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR  
8 HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY. Plaintiff may hereafter  
9 discover claims or facts in addition to, or different from, those which he now knows or believes to  
10 exist, but he expressly agrees to fully, finally and forever settle and release any and all claims  
11 against the Released Parties, known or unknown, suspected or unsuspected, which exist or may  
12 exist at the time he signed this Settlement Agreement, including, but not limited to, any and all  
13 claims relating to or arising from Plaintiff' employment with Defendant. The Parties further  
14 acknowledge, understand and agree that this Settlement Agreement would not have been finalized  
15 without this representation and commitment from Plaintiff.

16 42. Conditions Precedent: This Settlement Agreement will become final and effective  
17 only upon the occurrence of all of the following events:

- 18 a. The Court enters an order granting preliminary approval of the Settlement  
19 Agreement;
- 20 b. The Court enters an order granting final approval of the Settlement Agreement and  
21 a Final Judgment;
- 22 c. The Final Effective Date occurs; and
- 23 d. Defendant does not invoke its right to revoke the Settlement Agreement as  
24 described herein (“Option to Revoke or Modify Settlement Agreement”).

25 43. Nullification of Settlement Agreement. In the event that this Settlement Agreement  
26 is not finally approved by the Court, fails to become effective, or is reversed, withdrawn or  
27 modified by the Court, or in any way prevents or prohibits Defendant from obtaining a complete  
28 resolution of the claims as described herein:

- 1 a. This Settlement Agreement shall be void ab initio and of no force or effect, and  
2 shall not be admissible in any judicial, administrative or arbitral proceeding for any  
3 purpose or with respect to any issue, substantive or procedural;
- 4 b. The conditional class certification (obtained for any purpose) shall be void ab initio  
5 and of no force or effect, and shall not be admissible in any judicial, administrative  
6 or arbitral proceeding for any purpose or with respect to any issue, substantive or  
7 procedural; and
- 8 c. None of the Parties to this Settlement Agreement will be deemed to have waived  
9 any claims, objections, defenses or arguments in the Lawsuit, including with  
10 respect to the issue of class certification.

11 44. Certification of the Settlement Class. The Parties stipulate to conditional class  
12 certification of the Settlement Class for the Class Period for purposes of the Settlement Agreement  
13 only, and to agree that Plaintiff Martin Jauregui shall be appointed as Class Representative, and  
14 that David Yeremian & Associates, Inc. shall be appointed Class Counsel.

15 45. Tax Liability. The Parties make no representations as to the tax treatment or legal  
16 effect of the payments called for hereunder, and SCMs are not relying on any statement or  
17 representation by the Parties in this regard. SCMs understand and agree that they will be  
18 responsible for the payment of any taxes and penalties assessed on the ISPs they receive, and that  
19 they will be solely responsible for any penalties or other obligations resulting from their personal  
20 tax reporting of their ISPs.

21 46. Circular 230 Disclaimer. Each Party to this Settlement Agreement acknowledges  
22 and agrees that no provision of this Settlement Agreement, and no written communication or  
23 disclosure between the Parties or their attorneys, was intended to be relied upon as tax advice  
24 within the meaning of United States Treasury Department circular 230 (31 CFR part 10, as  
25 amended); and that each Party has relied exclusively on their own, independent legal and tax  
26 counsel for advice (including tax advice) in connection with this Settlement Agreement; and that  
27 each Party is not entitled to rely upon any communication or disclosure by any attorney or advisor  
28 to avoid any tax penalty.

1           47.     Preliminary Approval Motion. Within 30 days of execution of this Settlement  
2 Agreement, Plaintiff shall file with the Court a Motion for Order Granting Preliminary Approval  
3 and supporting papers, which shall include this Settlement Agreement. Plaintiff shall provide a  
4 courtesy draft of these papers to Defense Counsel at least seven (7) business days before filing the  
5 documents so that necessary revisions can be made.

6           48.     Settlement Administrator. By accepting the role as Settlement Administrator, the  
7 Settlement Administrator is bound to all of the terms, conditions and obligations described in this  
8 Settlement Agreement. Among these obligations, the Settlement Administrator shall have sole  
9 and exclusive responsibility for:

- 10           a.     Calculating the Qualified Workweeks, Payment Ratio, and the ISP for each  
11                 Settlement Class Member;
- 12           b.     processing and mailing payments to the Class Representative, Class Counsel,  
13                 LWDA, and SCMs;
- 14           c.     printing and mailing the Notices to the Class Members as directed by the Court;
- 15           d.     receiving and reporting objections, opt outs, Requests for Exclusion, and Notices of  
16                 Objection;
- 17           e.     deducting all legally required taxes from the ISPs and distributing tax forms;
- 18           f.     processing and mailing any tax payments to the appropriate state and federal taxing  
19                 authorities;
- 20           g.     providing declaration(s) as necessary in support of preliminary and/or final  
21                 approval of this Settlement Agreement;
- 22           h.     and other tasks that the Parties mutually agree on, or the Court orders the  
23                 Settlement Administrator to perform. The Settlement Administrator shall keep the  
24                 Parties timely apprised of the performance of its duties. Defendant and Defense  
25                 Counsel shall have no responsibility for validating or ensuring the accuracy of the  
26                 Settlement Administrator's work. Plaintiff, Class Counsel, Defendant and Defense  
27                 Counsel shall not bear any responsibility for errors or omissions in the calculation  
28

1 or distribution of the ISPs or any other distribution of monies contemplated by this  
2 Settlement Agreement.

3 49. Notice Procedure.

4 a. Class Data. The Settlement Administrator shall not provide the Class Data to Class  
5 Counsel or Plaintiff or any third party, or use the Class Data or any of its  
6 information for any purpose other than to administer this Settlement Agreement.  
7 Defendant shall provide the Settlement Administrator with the Class Data to  
8 prepare and mail the Notices to the SCMs. This shall take place within fourteen  
9 (14) calendar days after the date that both of the following has occurred: (a) the  
10 Preliminary Approval Date; and (b) the date on which Defendant receives sufficient  
11 and reasonable written assurances from the Settlement Administrator that the  
12 Administrator will maintain the confidentiality of the Class Data.

13 b. Notices.

14 i. The Notice of Class Action and PAGA Settlement mailed out to Class  
15 Members (the “Notice”) shall be in a form substantially similar to the form  
16 attached as Exhibit 1. The Notice shall inform Class Members to notify the  
17 Settlement Administrator of their current mailing address where the ISP  
18 should be mailed following the Effective Date. The Notice shall include the  
19 release to be given by each SCM in exchange for the ISP.

20 ii. The Notice shall also provide each SCM’s starting and ending dates of  
21 employment in a class position during the Settlement Class Period, the  
22 number of Qualified Workweeks calculated by the Settlement  
23 Administrator, and the Settlement Administrator’s calculation of each  
24 SCM’s estimated ISP.

25 iii. The Notice’s mailing envelope shall include the following language:  
26 “IMPORTANT LEGAL DOCUMENT- YOU MAY GET MONEY FROM  
27 A CLASS ACTION SETTLEMENT AGREEMENT; A PROMPT REPLY  
28 IS REQUIRED TO PRESERVE YOUR RIGHTS.”

- 1 c. Notice By First Class U.S. Mail. No later than fourteen (14) calendar days after  
2 receiving the Class Data from Defendant as provided herein, the Settlement  
3 Administrator shall mail copies of the Notice to all Class Members via regular First  
4 Class U.S. Mail. The Settlement Administrator shall exercise its best judgment to  
5 determine the current mailing address for each Class Member.
- 6 d. Undeliverable Notices. Any Notices returned to the Settlement Administrator as  
7 non-delivered on or before the Response Deadline shall be re-mailed to the  
8 forwarding address affixed thereto. If no forwarding address is provided, the  
9 Settlement Administrator shall promptly attempt to determine a correct address by  
10 lawful use of skip-tracing, or other search using the name, address and/or Social  
11 Security number of the Class Member involved, and shall then perform a re-  
12 mailing, if another mailing address is identified by the Settlement Administrator. If  
13 any Notices sent to SCMs currently employed by Defendant are returned to the  
14 Settlement Administrator as non-delivered and no forwarding address is provided,  
15 the Settlement Administrator shall notify Defendant. Defendant will request that  
16 the currently employed SCM provide a corrected address to the Defendant to  
17 forward to the Settlement Administrator. Class Members who received a re-  
18 mailed Notice shall have their Response Deadline extended fifteen calendar (15)  
19 days from the original Response Deadline.
- 20 e. Disputes Regarding ISPs. SCMs will have the opportunity, should they disagree  
21 with the estimated number of Qualified Workweeks stated on their Notice, to  
22 provide documentation and/or an explanation to show contrary employment dates.  
23 If there is a dispute, the Settlement Administrator will consult with the Parties to  
24 determine whether an adjustment is warranted. The Settlement Administrator shall  
25 determine the eligibility for, and the amounts of, any ISP under the terms of this  
26 Settlement Agreement, and that determination shall be binding upon the SCM and  
27 the Parties.  
28

1 f. Disputes Regarding Administration of Settlement Agreement. Any disputes not  
2 resolved by the Settlement Administrator concerning the administration of the  
3 Settlement Agreement will be resolved by the Court under the laws of the State of  
4 California. Prior to any such involvement of the Court, counsel for the Parties will  
5 confer in good faith to resolve the disputes without the necessity of involving the  
6 Court.

7 g. Requests for Exclusion.

8 i. The Notice shall include an explanation that Class Members who wish to  
9 exclude themselves from the Settlement Agreement are required to submit a  
10 written Request for Exclusion by the Response Deadline. The written  
11 Request for Exclusion must state that the Class Member wishes to exclude  
12 himself or herself from the Settlement Agreement and (1) must contain the  
13 name, address, and the last four digits of the Social Security number and/or  
14 Employee ID number of the person requesting exclusion; (2) must be signed  
15 by the Class Member; (3) must be postmarked by the Response Deadline  
16 and returned to the Settlement Administrator at the specified address; and  
17 (4) should identify this action somehow as *Jauregui v. LPF RE*  
18 *MANAGER, LLC*, Case No. 19STCV36107, filed in the Superior Court of  
19 California, County of Los Angeles.

20 ii. The Request for Exclusion will not be valid if it is not timely submitted, or  
21 if it is not signed by the Class Member, or if it does not contain the name  
22 and address of the Class Member. The date of the postmark on the return  
23 mailing envelope for the Request for Exclusion shall be the exclusive means  
24 used to determine whether the Request for Exclusion was timely submitted.  
25 Class Members who fail to submit a valid and timely written Request for  
26 Exclusion on or before the Response Deadline shall be Settlement Class  
27 Members (“SCMs”) who are bound by all terms of the Settlement  
28

1 Agreement, and any final judgment entered in this Lawsuit, if the  
2 Settlement Agreement is approved by the Court.

- 3 iii. Any Class Member who requests to be excluded from the Settlement  
4 Agreement will not be entitled to any recovery under the Settlement  
5 Agreement and will not be bound by its terms or have any right to object,  
6 appeal or comment on it. Nothing in this Settlement Agreement can be  
7 construed as a waiver of any defense that Defendant or the Released Parties  
8 have or could assert against anyone who timely serves a Request for  
9 Exclusion. Class Members who are also PAGA Employees are not able to  
10 request exclusion from the PAGA Payment and they will release the  
11 Released PAGA Claim whether they opt-out of the Settlement or not.
- 12 iv. No later than five (5) calendar days after the Response Deadline, the  
13 Settlement Administrator shall provide counsel for the Parties with a final  
14 list of the Class Members who have timely submitted written Requests for  
15 Exclusion.
- 16 v. At no time shall any of the Parties or their counsel seek to solicit or  
17 otherwise encourage Class Members to submit Requests for Exclusion from  
18 the Settlement Agreement.

19 h. Objections.

- 20 i. The Notice shall state that SCMs who wish to object to the Settlement  
21 Agreement should mail to the Settlement Administrator a written statement  
22 of objection (“Notice of Objection”) by the Response Deadline. The  
23 postmark date of the mailing shall be deemed the exclusive means for  
24 determining that a Notice of Objection was served timely.
- 25 ii. SCMs who submit a timely Notice of Objection will have a right to appear  
26 at the Final Approval/Settlement Agreement Fairness Hearing in order to  
27 have their objections heard by the Court. The Notice of Objection should  
28 be signed by the SCM and state the case name and number, the name and

1 address of the SCM, the last four digits of the SCM's Social Security  
2 number and/or Employee ID number, the basis for the objection, and if the  
3 SCM intends to appear at the Final Approval/Settlement Agreement  
4 Fairness Hearing. Class members may also object by appearing at the final  
5 approval hearing and presenting their objections.

6 iii. At no time shall any of the Parties or their counsel seek to solicit or  
7 otherwise encourage SCMs to object to the Settlement Agreement or appeal  
8 from the Order and Final Judgment.

9 iv. Class Members who submit a written Request for Exclusion are not entitled  
10 to object to the Settlement Agreement.

11 v. The Settlement Administrator shall send all objections to Class Counsel and  
12 Defense Counsel. Class Counsel will be responsible for filing the Notices  
13 of Objection with the Court in advance of the Final Approval Hearing.  
14 Plaintiff and/or Defendant may file oppositions to Notices of Objection no  
15 later than nine (9) court days prior to the date of the Final  
16 Approval/Settlement Agreement Fairness Hearing.

17 vi. Defendant shall not be responsible for the fees, costs, or expenses incurred  
18 by Plaintiff, Class Counsel, or SCMs arising from or related to any  
19 objection to the Settlement Agreement or related to any appeals thereof.

20 50. Funding and Allocation of the Maximum Settlement Amount. Upon satisfaction of  
21 the preconditions described in this Settlement Agreement, and pursuant to the timeline and  
22 instructions below, Defendant will deposit the MSA into a Qualified Settlement Fund to be  
23 established by the Settlement Administrator.

24 51. Funding Due Date.

25 a. The Settlement Administrator shall set up a Qualified Settlement Account ("QSA")  
26 which Defendant shall have the option of making payments into towards the MSA  
27 prior to the due date for those payments. Any portion of the MSA which remains  
28 unpaid as of the Effective Date will be paid in biweekly payments over a one year

1 period beginning 30 calendar days following the Effective Date. Any interest  
2 which accrues on the MSA sums paid into the QSA prior to distribution by the  
3 Settlement Administrator will become part of the NSA. To clarify, if for example  
4 there are no objectors and the Court enters final approval and judgment on  
5 November 1, 2021, that is the Effective Date. Defendant would then have 30 days  
6 plus one year, or 13 months, to fund the QSA with biweekly payments. In this  
7 instance, the QSA would be fully funded by December 1, 2022.

8 b. Individual Settlement Payments. ISPs shall be paid from the NSA and shall be paid  
9 pursuant to the following formula:

10 i. Calculation of Individual Settlement Payments (“ISPs”). Using the Class  
11 Data, the Settlement Administrator will calculate the total Qualified  
12 Workweeks for all SCMs. The respective Qualified Workweeks for each  
13 SCM will be divided by the total Qualified Workweeks for all SCMs,  
14 resulting in the Payment Ratio for each individual SCM. Each SCM’s  
15 Payment Ratio will then be multiplied by the NSA to calculate each SCM’s  
16 estimated ISP. The ISP will be provided only to the individual SCM. Each  
17 ISP will be reduced by any legally mandated employee tax withholdings  
18 (e.g., employee payroll taxes, etc.). The ISP checks will include an  
19 endorsement confirming that by cashing the check, each SCM is releasing  
20 state and federal claims covered by the Released Claims.

21 ii. Calculation of PAGA Payments: The parties have allocated \$10,000 to the  
22 PAGA Payment, with \$7,500 being paid to the California Labor and  
23 Workforce Development Agency, and \$2,500 will remain in the NSA and  
24 be distributed as described in this Settlement Agreement. The PAGA  
25 Payment and the \$2,500 portion of it that will be paid to PAGA Employees  
26 will be divided up amongst them on the same pro-rata calculation for  
27 determining the Payment Ratio for the SCMs. However, Defendant’s  
28 counsel has informed Plaintiff there are 634 PAGA Employees employed

1 during the PAGA Period, and there are 54 Settlement Class Members who  
2 were employed in the Class Period but not the PAGA Period. Dividing  
3 \$2,500 by 634 employees is not a substantial enough amount to justify the  
4 expense of printing and mailing separate checks. Therefore, for the Class  
5 Members who are also PAGA Employees, their Individual Settlement  
6 Payment will be added together with their pro rata share of the NSF and  
7 their pro rata share of the \$2,500 for the portion of the PAGA Payment  
8 allocated to the PAGA Employees. Even if a Settlement Class member  
9 determines to opt out of the Settlement, they will receive their pro rata  
10 portion of the \$2,500 employee component of the PAGA Payment, as  
11 aggrieved employees cannot opt-out of the PAGA penalty claim. *See, e.g.,*  
12 *Robinson v So. County Oil* (2020) 53Cal.App.476).

13 iii. Tax Allocation. For tax purposes, each ISP shall be allocated as follows:  
14 20% as wages subject to IRS Form W-2 reporting and applicable  
15 taxes/withholdings, and 80% as penalties and interest for which an IRS  
16 Form 1099 will be issued.

17 iv. Mailing. After the of the Effective Date of the Settlement occurs, and after  
18 Defendant has made the final installment payment to the Qualified  
19 Settlement Fund to fully fund it with the Maximum Settlement Amount,  
20 then within twenty-five (25) calendar days of that final funding date, the  
21 Administrator will mail ISPs by regular, First Class, U.S. Mail to each  
22 SCM.

23 v. Uncashed Checks. Any checks issued to SCMs shall remain valid and  
24 negotiable for one hundred and eighty (180) days after the date they are  
25 issued. In the event an ISP check has not been cashed within one hundred  
26 and eighty (180) days, all such checks shall be voided and funds associated  
27 with such voided checks, plus any accrued interest that has not otherwise  
28 been distributed, shall be paid out in accordance with Code of Civil

1 Procedure section 384 or any other method of distribution consistent with  
2 Code of Civil Procedure section 384. The Parties agree that the *cy pres*  
3 recipient shall be California Rural Legal Assistance Foundation, or other  
4 mutually agreeable *cy pres* recipient should the Court not approve the  
5 Parties' proposed beneficiary and/or as otherwise consistent with Code of  
6 Civil Procedure section 384.

7 c. Class Representative Service Award ("CRSA").

- 8 i. Defendant agrees not to oppose or object to a Class Representative Service  
9 Award ("CRSA") of up to seventy-five hundred dollars (\$7,500) to Plaintiff  
10 in exchange for her General Release of claims, including the Released  
11 Claims, and for his time, effort and risk in bringing and prosecuting this  
12 matter. The CRSA shall be in addition to the Plaintiff's ISP as a SCM.
- 13 ii. The Settlement Administrator shall pay the CRSA to Plaintiff from the  
14 MSA no later than twenty-five (25) calendar days after the Effective Date.  
15 Any portion of the requested CRSA that is not awarded to the Class  
16 Representative shall become part of the NSA.
- 17 iii. The Settlement Administrator shall issue an IRS Form 1099 - MISC to  
18 Plaintiff for the CRSA. Plaintiff shall be solely and legally responsible to  
19 pay any and all applicable taxes on the CRSA and shall hold harmless  
20 Defendant and the Released Parties from any claim or liability for taxes,  
21 penalties, or interest arising as a result of the CRSA.
- 22 iv. If the Court reduces or does not approve the requested CRSA, Plaintiff shall  
23 not have the right to revoke the Settlement Agreement, which shall remain  
24 binding.

25 d. Class Counsel Award.

- 26 i. In consideration for settling the Lawsuit and for all Released Claims to the  
27 Released Parties, as well as the General Release of claims by Plaintiff,  
28 Class Counsel intends to apply for an award of attorneys' fees not to exceed

- 1 one-third of the MSA (\$108,322.50), plus costs and expenses supported by  
2 declaration not to exceed twelve thousand dollars (\$12,000), from the MSA.
- 3 ii. Class Counsel, Plaintiff and the SCMs will not apply to the Court for any  
4 additional payment of attorney fees and costs, or for an increase in the  
5 MSA. The Parties agree that, over and above the Court-approved Class  
6 Counsel Award, each of the Parties, including all SCMs, shall bear their  
7 own fees and costs, including, but not limited to, those related to the  
8 investigation, filing, or prosecution of the Lawsuit; the negotiation,  
9 execution, or implementation of this Settlement Agreement; and/or the  
10 process of obtaining, administering, or challenging an Order Granting  
11 Preliminary Approval and/or Final Approval.
- 12 iii. Any portion of the requested Class Counsel Award that is not awarded to  
13 Class Counsel shall be part of the NSA and shall be distributed to SCMs as  
14 provided in this Settlement Agreement.
- 15 iv. The Settlement Administrator shall pay the Class Counsel Award to Class  
16 Counsel from the MSA no later than twenty-five (25) calendar days after  
17 the Effective Date.
- 18 v. Class Counsel shall be solely and legally responsible to pay all applicable  
19 taxes on the Class Counsel Award. The Settlement Administrator shall  
20 issue an IRS Form 1099 - MISC to Class Counsel for the payment.
- 21 vi. In the event that the Court reduces or does not approve the requested Class  
22 Counsel Award, Plaintiff and Class Counsel shall not have the right to  
23 modify or revoke the Settlement Agreement, or to appeal such an order, and  
24 the Settlement Agreement will remain binding.
- 25 e. PAGA Payment. Ten Thousand Dollars (\$10,000) shall be allocated from the  
26 MSA for the release of claims for civil penalties under the Private Attorneys  
27 General Act of 2004. The Settlement Administrator shall pay seventy-five percent  
28 (75%) of the \$10,000 payment, or \$7,500, to the California Labor and Workforce

1 Development Agency (the “PAGA Payment”) no later than twenty-five (25)  
2 calendar days after the Effective Date. Twenty-five (25%) of the remaining  
3 amount of the \$10,000 payment, or \$2,500, will remain in the NSA and be  
4 distributed as described in this Settlement Agreement. Class Counsel will take all  
5 action required by California Labor Code section 2699(1).

6 f. Settlement Administrator Costs. The Settlement Administrator shall be paid for the  
7 costs of administration of the Settlement Agreement from the MSA. The Settlement  
8 Administrator, ILYM Group, Inc., has provided a not to exceed quotation for  
9 administration for twelve thousand dollars (\$12,000). The Settlement  
10 Administrator shall be paid the Settlement Administrator Costs no later than  
11 fourteen (14) calendar days after Defendant provides the full MSA amount to the  
12 Settlement Administrator for disbursement under this Settlement Agreement.

13 52. Mutual Full Cooperation. The Parties agree to fully cooperate with each other to  
14 accomplish the terms of this Settlement Agreement, including but not limited to, the execution of  
15 necessary documents and to take such other action as may be reasonably necessary to implement  
16 the terms of this Settlement Agreement. As soon as practicable after execution of this Settlement  
17 Agreement, Class Counsel shall, with the assistance and cooperation of Defendant and Defense  
18 Counsel, take all necessary steps to secure the Court’s Preliminary and Final Approval of this  
19 Settlement Agreement. The Parties also agree to cooperate in the Settlement Administrator  
20 process. The Parties each represent they do not have any financial interest in the Settlement  
21 Administrator or otherwise have a relationship with the Settlement Administrator that could create  
22 a conflict of interest. Class Counsel will also notify Defense Counsel if subpoenaed or upon  
23 receipt of any other request for documents or information regarding any other lawsuit filed, or  
24 potential lawsuit, against the Released Parties that covers or includes any SCMs and the Released  
25 Claims.

26 53. Preliminary Approval Hearing. Plaintiff shall obtain a hearing before the Court to  
27 request the preliminary approval of the Settlement Agreement, and the setting of a date for a Final  
28 Approval/Settlement Agreement Fairness Hearing. The Preliminary Approval Order shall provide

1 for the Notice of Class Action and PAGA Settlement (the “Notice”) to be sent to all Class  
2 Members as specified herein. In conjunction with the Preliminary Approval Hearing, Plaintiff  
3 shall submit this Settlement Agreement and the proposed Notice. Plaintiff shall provide drafts of  
4 all papers filed in support of preliminary approval to Defense Counsel at least seven (7) business  
5 days before filing the documents.

6       54.     Final Approval Motion. At the earliest practicable time following the expiration of  
7 the Response Deadline, Plaintiff shall file with the Court a Motion for Order Granting Final  
8 Approval and Entering Judgment, requesting final approval of the Settlement Agreement and a  
9 determination of the amounts payable for the CRSA, the Class Counsel Award, the PAGA  
10 Payment, and the Settlement Administration Costs. Plaintiff shall provide drafts of these papers to  
11 Defense Counsel at least seven (7) business days before filing the documents.

12       a.     Declaration by Settlement Administrator. The Settlement Administrator shall  
13 submit a declaration in support of Plaintiff’s motion for final approval of this  
14 Settlement Agreement detailing the number of Notices mailed and re-mailed to  
15 Class Members, the number of undeliverable Notices, the number of timely  
16 requests for exclusion, the number of Notices of Objections received, the amount of  
17 the average, highest, and lowest ISP, the Settlement Administration Costs, and any  
18 other information as the Parties mutually agree on, or that the Court orders the  
19 Settlement Administrator to provide.

20       b.     Final Approval Order and Judgment. The Parties shall present an Order Granting  
21 Final Approval of Class Action and PAGA Settlement Agreement to the Court for  
22 its approval, and Judgment thereon consistent with the terms and conditions of this  
23 Settlement Agreement.

24       55.     Option to Revoke or Modify Settlement Agreement.

25       a.     Defendant has the unilateral right to revoke the Settlement Agreement if, after the  
26 Response Deadline, the number of Class Members who submitted timely and valid  
27 written requests for exclusion from the Settlement Agreement equals at least 10%  
28 of all Class Members. If Defendant exercises the option to terminate this

1 Settlement Agreement, Defendant shall provide written notice to Class Counsel  
2 within seven (7) calendar days after the Response Deadline, and pay all Settlement  
3 Administrator Costs incurred up to the date of the termination. The Parties shall  
4 proceed in all respects as if this Settlement Agreement had not been executed.

- 5 b. The number of Class Members is currently estimated to be 688 as of June 30, 2020.  
6 If the Class Data shows that the number of 688 increases by more than 10% at the  
7 time of Preliminary Approval, Plaintiff has the right to request a corresponding  
8 increase in the MSA.

9 56. Review of Motions for Preliminary and Final Approval. Class Counsel will  
10 provide an opportunity for Defense Counsel to review the Motions for Preliminary and Final  
11 Approval prior to filing with the Court. The Parties and their counsel will cooperate and use their  
12 best efforts to effect the Court's approval of the Motions for Preliminary and Final Approval of  
13 the Settlement Agreement, and entry of Judgment.

14 57. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the  
15 Lawsuit, except such proceedings necessary to implement and complete the Settlement  
16 Agreement, pending the Final Approval/Settlement Agreement Fairness Hearing to be conducted  
17 by the Court.

18 58. Nullification of Settlement Agreement. In the event that the Court does not grant  
19 final approval, or the Court does not enter a final judgment as provided herein, or the Settlement  
20 Agreement does not become final for any other reason, this Settlement Agreement shall be null  
21 and void and any order or judgment entered by the Court in furtherance of this Settlement  
22 Agreement shall be treated as void from the beginning. In such a case, the entire MSA money  
23 shall be returned to the Defendant, and the Parties shall proceed in all respects as if this Settlement  
24 Agreement had not been executed, except that any costs already incurred by the Settlement  
25 Administrator shall be paid by equal apportionment among the Parties. In the event an appeal is  
26 filed from the Court's final judgment, or any other appellate review is sought, administration of  
27 the Settlement Agreement shall be stayed pending final resolution of the appeal or other appellate  
28 review, but any fees incurred by the Settlement Administrator prior to being notified of the filing

1 of an appeal from the Court's Final Judgment, or any other appellate review, shall be paid to the  
2 Settlement Administrator within thirty (30) days of said notification.

3         59.     No Effect on Employee Benefits. Amounts paid to Plaintiff or other SCMs  
4 pursuant to this Settlement Agreement shall not be deemed pensionable earnings or have any  
5 effect on the eligibility for, or calculation of, any employee benefits (e.g., vacations, holiday pay,  
6 retirement plans, etc.) of the Plaintiff or SCMs.

7         60.     Exhibits and Headings. The terms of this Settlement Agreement include the terms  
8 set forth in Exhibit 1. The descriptive headings of any paragraphs or sections of this Settlement  
9 Agreement are inserted for ease of reference only and do not constitute a part of this Settlement  
10 Agreement.

11         61.     Amendment or Modification. With Court approval, this Settlement Agreement  
12 may be amended or modified only by a written instrument that is signed by counsel for all Parties  
13 or their successors-in-interest, and signed by the Parties or their successors-in-interest.

14         62.     Entire Settlement Agreement. This Settlement Agreement and its exhibits  
15 constitute the entire Settlement Agreement among the Parties, and no oral or written  
16 representations, warranties or inducements have been made to any Party concerning this  
17 Settlement Agreement or its exhibits other than the representations, warranties and covenants  
18 contained and memorialized in the Settlement Agreement and its exhibits.

19         63.     Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant  
20 and represent they are expressly authorized by the Parties whom they represent to negotiate this  
21 Settlement Agreement and to take all appropriate actions needed by this Settlement Agreement to  
22 effectuate its terms. The person signing this Settlement Agreement on behalf of Defendant  
23 represents and warrants that they are authorized to sign this Settlement Agreement on behalf of  
24 Defendant. Plaintiff represents that he is authorized to sign this Settlement Agreement and that he  
25 has not assigned, transferred, or encumbered any claim, or part of a claim, demand, cause of action  
26 or any rights herein released and discharged or covered by this Settlement Agreement to any third-  
27 party.

28

1           64.     Binding on Successors and Assigns. The provisions of this Settlement Agreement  
2 shall run in perpetuity. This Settlement Agreement shall be binding upon, and inure to the benefit  
3 of, the successors or assigns of the Parties.

4           65.     California Law Governs. All terms of this Settlement Agreement and its exhibits,  
5 and any disputes arising hereunder shall be governed by and interpreted according to the laws of  
6 the State of California.

7           66.     Counterparts. This Settlement Agreement may be executed in one or more  
8 counterparts. All executed counterparts and each of them shall be deemed to be one and the same  
9 instrument provided that counsel for the Parties to this Settlement Agreement shall exchange  
10 among themselves copies or originals of the signed counterparts.

11           67.     This Settlement Agreement Is Fair, Adequate and Reasonable. The Parties believe  
12 that this Settlement Agreement is a fair, adequate and reasonable Settlement Agreement of this  
13 Lawsuit and have arrived at this Settlement Agreement after extensive arm's-length negotiations,  
14 taking into account all relevant factors, present and potential. The Parties further agree that this  
15 Settlement Agreement shall not be construed in favor of or against any party by reason of the  
16 extent to which any party or their counsel participated in the drafting of this Settlement  
17 Agreement.

18           68.     Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction  
19 with respect to the interpretation, implementation and enforcement of the terms of this Settlement  
20 Agreement and all orders and judgments entered in connection to it, and the Parties and their  
21 counsel submit to the jurisdiction of the Court for purposes of interpreting, implementing and  
22 enforcing the Settlement Agreement and all orders and judgments entered in connection to it.

23           69.     Publicity. Plaintiff and Class Counsel agree not to disclose or publicize the  
24 Settlement Agreement, including the fact of the Settlement Agreement, its terms or contents, and  
25 the negotiations underlying the Settlement Agreement, in any manner or form, directly or  
26 indirectly, to any person or entity, except for the Notice to Class Members to effectuate the terms  
27 of the Settlement Agreement. This section means that Plaintiff and Class Counsel agree not to  
28 issue press releases, communicate with or respond to any media or publication entities, publish

1 information in any manner or form, whether printed or electronic, on any medium, or otherwise  
2 communicate, whether by print, video, website, recording or any other medium, with any person  
3 or entity concerning the Settlement Agreement, including the fact of the Settlement Agreement, its  
4 terms or contents and the negotiations underlying the Settlement Agreement, except as shall be  
5 contractually required to effectuate the terms of the Settlement Agreement. However, for the  
6 limited purpose of allowing Class Counsel to prove adequacy as class counsel in other lawsuits,  
7 Class Counsel may disclose the name of the Parties in this Lawsuit, the venue/case number of this  
8 Lawsuit, and the fact that this Lawsuit settled on a class-wide basis (but not any other Settlement  
9 Agreement details) for such purposes.

10       70.     No Unalleged Claims. Plaintiff and Class Counsel represent that they, as of the  
11 date of execution of this Settlement Agreement, have no intention of pursuing any claims against  
12 Defendant in any judicial, administrative, or arbitral forum, including, but not limited to, any and  
13 all claims relating to or arising from Plaintiff's employment with Defendant, and that Plaintiff's  
14 Counsel is not currently aware of any facts or legal theories upon which any claims or causes of  
15 action could be brought against Defendant, other than those facts or legal theories alleged in the  
16 FAC in this Lawsuit. Plaintiff and Plaintiff's Counsel further represent and agree that they do not  
17 currently know of or represent any persons who have expressed any interest in pursuing litigation  
18 or seeking any recovery against Defendant. The Parties agree that this Settlement Agreement  
19 would not have been finalized without this representation. Nothing in this Paragraph will be  
20 construed as a restraint on the right of any counsel to practice.

21       71.     Waiver of Certain Appeals. The Parties agree to waive all appeals from the Court's  
22 final approval of the Settlement Agreement, unless the Court modifies the Settlement Agreement.

23       72.     No Admissions by the Parties. Plaintiff alleges that the Released Claims have  
24 merit, while Defendant contends that they lack merit. This Settlement Agreement is a compromise  
25 of disputed claims. Nothing contained in this Settlement Agreement, no documents referred to  
26 herein, and no action taken to carry out this Settlement Agreement may be construed or used as an  
27 admission by or against the Defendant or Plaintiff as to the merits or lack thereof of the claims  
28 asserted.

1 73. Notice of Settlement Agreement to LWDA. Plaintiff will provide notice of this  
2 Settlement Agreement to the Labor Workforce Development Agency ("LWDA") as required by  
3 Labor Code Section 2699(1)(2).

4 IN WITNESS WHEREOF, this Joint Stipulation of Class Action and PAGA Settlement  
5 Agreement is voluntarily executed by the Parties and their attorneys as of the dates noted.

6 **IT IS SO AGREED:**

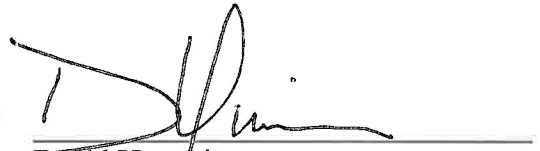
7  
8 Dated: 6/8/2021

DocuSigned by:

*Martin Jauregui*

Martin Jauregui  
Plaintiff

9  
10  
11 Dated: 6/7/2021



David Yerehman  
Alvin B. Lindsay  
Authorized to sign for Plaintiff  
DAVID YEREMIAN & ASSOCIATES,  
INC.  
*Attorneys for Plaintiff*  
*Approved as to form*

12  
13  
14  
15  
16  
17  
18 Dated: June 7, 2021



Navid Brewster, General Counsel, For LPF  
RE Manager, LLC

19  
20  
21 Dated: June 7, 2021



Elizabeth R. Leitzinger  
FENTON & KELLER.  
*Attorneys for Defendant*  
*Approved as to form*