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SUPERIOR COURT OF THE STATE OF CALIFORNIA**FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT**ROCIO STEPHANIE PORTILLO
SANCHEZ, on behalf of herself and all
others similarly situated,

Plaintiffs,

v.

PARAGON SERVICES JANITORIAL
ORANGE COUNTY, LLC, a California
limited liability company; PARAGON
SERVICES JANITORIAL, LLC, a California
limited liability company; SAN DIEGO
SERVICES, LLC, a California limited
liability company; CARMEN ACOSTA, and
individual; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO.: 20STCV38562
RELATED CASE NO.: 21STCV06657**CLASS ACTION**[Assigned for all purposes to the Hon.
William F. Highberger in Dept. 10]**CLASS AND PAGA SETTLEMENT
AGREEMENT**

Action Filed: October 8, 2020

Trial Date: None Set

This Class and PAGA Settlement Agreement (“Settlement,” “Agreement” or “Settlement Agreement”) is made by and between plaintiff ROCIO STEPHANIE PORTILLO SANCHEZ (“Plaintiff”), on one hand, and defendants PARAGON SERVICES JANITORIAL ORANGE COUNTY, LLC, PARAGON SERVICES JANITORIAL, LLC, SAN DIEGO SERVICES, LLC, and CARMEN ACOSTA (“Defendants”), on the other hand. The Agreement refers to Plaintiff and Defendants collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS

1.1. “Actions” means both of Plaintiff’s related lawsuits against Defendants captioned *Portillo Sanchez v. Paragon Services Janitorial Orange County, LLC, et al.*: Case No. 20STCV38562 initiated on October 8, 2020 (the “Class Action”), and Case No. 21STCV06657 initiated on February 18, 2021 (the “PAGA Action”) – both pending in Superior Court of the State of California, County of Los Angeles.

1.2. “Administrator” means ILYM Group, Inc. the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.

1.4. “Aggrieved Employees” means all persons currently or formerly employed by Defendants as hourly-paid, non-exempt employees in the State of California at any time during the PAGA Period.

1.5. “Class” or “Settlement Class” means all persons currently or formerly employed by Defendants as hourly-paid, non-exempt employees in the State of California at any time during the Class Period.

1.6. “Class Counsel” means David D. Bibiyan, Jeffrey D. Klein, and Vedang J. Patel of Bibiyan Law Group, P.C.

1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean

the amounts allocated to Class Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Actions.

1.8. "Class Data" means Class Member identifying information in Defendants' custody, possession, or control, including the Class Member's (1) name; (2) last known address(es); (3) last known telephone number(s); (4) Social Security Number(s); and (5) the dates of employment (i.e., hire dates, and, if applicable, re-hire date(s) and/or separation date(s)).

1.9. "Class Member" or "Settlement Class Member" means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non- Participating Class Member who qualifies as an Aggrieved Employee).

1.10. "Class Member Address Search" means the Administrator's investigation and search for current Class Member 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 Class Members.

1.11. "Class Notice" means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English and Spanish in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.12. "Class Period" means the period from October 8, 2016 through September 30, 2023, unless shortened pursuant to paragraph 8.1 of this Agreement.

1.13. "Class Representatives" means the named Plaintiff in the Operative Complaint in the Actions seeking Court approval to serve as a Class Representative, namely ROCIO STEPHANIE PORTILLO SANCHEZ.

1.14. "Class Representative Service Payment" means the payment to the Class Representatives for initiating the Actions and providing services in support of the Actions.

1.15. "Court" means the Superior Court of California, County of Los Angeles.

1.16. "Defendants" means named defendants PARAGON SERVICES JANITORIAL ORANGE COUNTY, LLC, PARAGON SERVICES JANITORIAL, LLC, SAN DIEGO

SERVICES, LLC, and CARMEN ACOSTA.

1.17. “Defense Counsel” means Lonny M. Zilberman and Brian G. Lee of Wilson Turner Kosmo LLP.

1.18. “Effective Date” means the date when all of the following events have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur .

1.19. “Final Approval” means the Court’s order granting final approval of the Settlement.

1.20. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

1.21. “Final Judgment” means the Judgment entered by the Court based upon the Final Approval.

1.22. “Gross Settlement Amount” means \$1,500,000.00 (One Million Five Hundred Thousand Dollars and Zero Cents), which is the total amount Defendants agree to pay under the Settlement, unless increased pursuant to Paragraph 8.1 below, and any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment, and Administrator’s Expenses.

1.23. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

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

Period.

1.25. “Judgment” means the judgment entered by the Court based upon Final Approval.

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

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

1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.29. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.30. “Operative Complaint” means the First Amended Complaint to be filed in the Class Action.

1.31. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period, based on hire dates, termination dates (as applicable), and re-hire dates (as applicable).

1.32. “PAGA Period” means the period from December 16, 2019 through end of the Class Period.

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

1.34. “PAGA Notice” means Plaintiff’s October 6, 2020 letter to Defendants and the LWDA, providing notice pursuant to Labor Code section 2699.3 subd. (a).

1.35. “PAGA Penalties” means the total amount of PAGA civil penalties (\$40,000.00) to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$10,000.00) and 75% to the LWDA (\$30,000.00) in settlement of PAGA claims.

1.36. “Participating Class Member” means a Class Member who does not submit a valid and

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1 timely Request for Exclusion from the Settlement.

2 1.37. "Plaintiff" means ROCIO STEPHANIE PORTILLO SANCHEZ.

3 1.38. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the
4 Settlement.

5 1.39. "Preliminary Approval Order" means the proposed Order granting Preliminary Approval
6 and Approval of PAGA Settlement to be mutually agreed upon by the Parties prior to Plaintiff's
7 presentation of the same to the Court.

8 1.40. "Released Class Claims" means the claims being released as described in Paragraph 5.2
9 below.

10 1.41. "Released PAGA Claims" means the claims being released as described in Paragraph 5.4
11 below.

12 1.42. "Released Parties" means: Defendants and each of its former and present directors,
13 officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns,
14 subsidiaries, and affiliates.

15 1.43. "Request for Exclusion" means a Class Member's submission of a written request to be
16 excluded from the Class Settlement signed by the Class Member.

17 1.44. "Response Deadline" means forty-five (45) days after the Administrator mails Notice to
18 Class Members and Aggrieved Employees and shall be the last date on which Class Members
19 may: (a) mail Requests for Exclusion from the Settlement, or (b) mail his or her Objection to the
20 Settlement. Class Members to whom Notice Packets are resent after having been returned
21 undeliverable to the Administrator shall have an additional 15 days beyond the Response
22 Deadline has expired.

23 1.45. "Settlement" means the disposition of the Actions effected by this Agreement and the
24 Judgment.

25 1.46. "Workweek" means any week during which a Class Member was employed by the
26 Defendants in a non-exempt, hourly position during the Class Period in California, based on hire
27 dates, re-hire dates (as applicable), and termination dates (as applicable).

2. RECITALS

2.1. On October 6, 2020 Plaintiff ROCIO STEPHANIE PORTILLO SANCHEZ filed with the Labor and Workforce Development Agency (“LWDA”) and served on Defendants a notice under Labor Code section 2699.3 (the “PAGA Notice”) stating that he intended to serve as a proxy of the LWDA to recover civil penalties for Aggrieved Employees for various Labor Code violations.

2.2. On October 8, 2020, Plaintiff commenced the Class Action, Case No. 20STCV38562, by filing a complaint in Los Angeles Superior Court alleging causes of action against Defendants for: (1) failure to pay overtime wages; (2) failure to pay minimum wages; (3) failure to provide meal periods or compensation in lieu thereof; (4) failure to provide rest periods or compensation in lieu thereof; (5) failure to pay all wages due upon separation; (6) failure to provide accurate wage statements; (7) failure to indemnify; and (8) engaging in unfair competition.

2.3. On February 19, 2021, Plaintiff separately filed the PAGA Action, Case No. 21STCV06657, in the Los Angeles Superior Court alleging violations of the Labor Code for which Plaintiff sought PAGA penalties.

2.4. Defendants deny the allegations in the Class Action and the PAGA Action, deny any failure to comply with the laws identified in the complaint, and deny any and all liability for the causes of action alleged in the complaint.

2.5. Pursuant to Labor Code section 2699.3, subd. (a), Plaintiff gave timely written notice to Defendants and the LWDA by sending the PAGA Notice.

2.6. On April 2, 2021, the Parties participated in an all-day mediation presided over by Nikki Tolt, Esq., which was unsuccessful. Thereafter, the Parties continued formal litigation.

2.7. On July 20, 2023, the parties participated in a second all-day mediation presided over by Gig Kyriacou, Esq. which led to this settlement agreement.

2.8. Prior to mediation, Plaintiff obtained, through informal discovery: (1) time and payroll records for 280 Class Members from a total of 393 Class Members (*i.e.* 71.3% sampling); (2) class data points, including the number of Class Members, the number of Workweeks, the

number of Aggrieved Employees, the number of Class Members eligible for waiting time and wage statement penalties; the number of unique meal period violations, among others; (3) all policy documents; (4) contact information for all Class Members. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal. App. 4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal. App. 4th 116, 129-130 (Dunk/Kullar).

2.9. The Court has not granted class certification.

2.10. The Parties, Class 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 this Settlement.

2.11. As part of this Settlement, the Parties hereby agree to stipulate to the filing of a First Amended Complaint in the Class Action to add all allegations contained in the PAGA Action. Plaintiff will move to dismiss the PAGA Action without prejudice within five (5) business days of the filing of the First Amended Complaint in the Class Action, thereby effectively consolidating all allegations from the PAGA Action into the Class Action. The Parties hereby expressly agree that whether or not the Court finally approves the Settlement, Plaintiff's allegations from the PAGA Action will be effectively consolidated into the Class Action, will relate back to the date on which Plaintiff filed the PAGA Notice, and Defendants will be estopped from making any argument that there is any adverse effect on the statute of limitations caused by Plaintiff's dismissal of the PAGA Action without prejudice to effectuate this consolidation. The First Amended Complaint to be filed is the "Operative Complaint."

3. MONETARY TERMS

3.1. Gross Settlement Amount. Defendants promise to pay \$1,500,000.00 as the Gross Settlement Amount, unless increased pursuant to Paragraph 8.1 of this Agreement, and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator

1 will disburse the entire Gross Settlement Amount without asking or requiring Participating Class
2 Members or Aggrieved Employees to submit any claim as a condition of payment. None of the
3 Gross Settlement Amount will revert to Defendants.

4 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct
5 the following payments from the Gross Settlement Amount, in the amounts specified by the Court
6 in the Final Approval:

7 3.2.1. To Plaintiff: Service Payments to Class Representative or named plaintiff of not
8 more than \$7,500.00 to Plaintiff, in addition to any Individual Class Payment and any
9 Individual PAGA Payment the Class Representative or named plaintiff is entitled to
10 receive as Participating Class Member. Defendants will not oppose Plaintiff's request
11 for a Class Representative Service Payment that does not exceed this amount. As part
12 of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment,
13 Plaintiff will seek Court approval for any Class Representative Service Payments. If the
14 Court approves Class Representative Service Payments less than the amount requested,
15 the Administrator will retain the remainder in the Net Settlement Amount. The
16 Administrator will pay the Class Representative Service Payments using IRS Form
17 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the
18 Class Representative Service Payments.

19 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than one-third
20 (1/3) of the Gross Settlement Amount which, unless escalated pursuant to Paragraph 8.1
21 of this Agreement, is currently estimated to be \$500,000.00 and a Class Counsel
22 Litigation Expenses Payment of not more than \$50,000.00. Defendants will not oppose
23 requests for these payments provided that do not exceed these amounts. Plaintiff and/or
24 Class Counsel will endeavor to file a motion for Class Counsel Fees Payment and Class
25 Litigation Expenses Payment prior to the Final Approval Hearing. If the Court approves
26 a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less
27 than the amounts requested, the Administrator will allocate the remainder to the Net

Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments. There will be no additional charge of any kind to either the Settlement Class Members or request for additional consideration from Defendants for such work unless, Defendants materially breaches this Agreement, including any term regarding funding, and further efforts are necessary from Class Counsel to remedy said breach, including, without limitation, moving the Court to enforce the Agreement. Should the Court approve attorneys' fees and/or litigation costs and expenses in amounts that are less than the amounts provided for herein, then the unapproved portion(s) shall be a part of the Net Settlement Amount.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$13,500.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$13,500.00. the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

3.2.4.1. Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax

withholding and will be reported on an IRS W-2 Form. The 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$40,000.00 to be paid from the Gross Settlement Amount, with 75% (\$30,000.00) allocated to the LWDA PAGA Payment and 25% (\$10,000.00) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$10,000.00) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

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1 **4. SETTLEMENT FUNDING AND PAYMENTS**

2 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records
3 to date, Defendants estimate there are 1,224 Class Members who collectively worked a total of
4 82,793 Workweeks, and 553 Aggrieved Employees who worked a total of 19,371 PAGA Pay
5 Periods.

6 4.2. Class Data. Not later than 14 days after the Court grants Preliminary Approval of the
7 Settlement, Defendants will simultaneously deliver the Class Data to the Administrator, in the
8 form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the
9 Administrator must maintain the Class Data in confidence, use the Class Data only for purposes
10 of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator
11 employees who need access to the Class Data to effect and perform under this Agreement.
12 Defendants have a continuing duty to immediately notify Class Counsel if it discovers that the
13 Class Data omitted class member identifying information and to provide corrected or updated
14 Class Data as soon as reasonably feasible. Without any extension of the deadline by which
15 Defendants must send the Class Data to the Administrator, the Parties and their counsel will
16 expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related
17 to missing or omitted Class Data.

18 4.3. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement
19 Amount, and also fund the amounts necessary to fully pay Defendants' share of payroll taxes by
20 transmitting the funds to the Administrator no later than 65 calendar days after the Effective Date.

21 4.4. Payments from the Gross Settlement Amount. Within 7 days after Defendants fund the
22 Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments,
23 all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses
24 Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and
25 the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment,
26 the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment
27 shall not precede disbursement of Individual Class Payments and the Individual PAGA

1 Payments.

2 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or
3 Individual PAGA Payments and send them to the Class Members via First Class U.S.
4 Mail, postage prepaid. The face of each check shall prominently state the date (not less
5 than 180 days after the date of mailing) when the check will be voided. The
6 Administrator will cancel all checks not cashed by the void date. The Administrator will
7 send checks for Individual Settlement Payments to all Participating Class Members
8 (including those for whom Class Notice was returned undelivered). The Administrator
9 will send checks for Individual PAGA Payments to all Aggrieved Employees including
10 Non-Participating Class Members who qualify as Aggrieved Employees (including
11 those for whom Class Notice was returned undelivered). The Administrator may send
12 Participating Class Members a single check combining the Individual Class Payment
13 and the Individual PAGA Payment. Before mailing any checks, the Settlement
14 Administrator must update the recipients' mailing addresses using the National Change
15 of Address Database.

16 4.4.2. The Administrator must conduct a Class Member Address Search for all other
17 Class Members whose checks are returned undelivered without USPS forwarding
18 address. Within 7 days of receiving a returned check the Administrator must re-mail
19 checks to the USPS forwarding address provided or to an address ascertained through
20 the Class Member Address Search. The Administrator need not take further steps to
21 deliver checks to Class Members whose re-mailed checks are returned as undelivered.
22 The Administrator shall promptly send a replacement check to any Class Member whose
23 original check was lost or misplaced, requested by the Class Member prior to the void
24 date.

25 4.4.3. For any Class Member whose Individual Class Payment check or Individual
26 PAGA Payment check is uncashed and cancelled after the void date, the Administrator
27 shall transmit the funds represented by such checks to the California Controller's Office,

Unclaimed Property Fund, thereby leaving no “unpaid residue” subject to the requirements of California Code of Civil Procedure section 384.

4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASE OF CLAIMS

Effective upon entry of Judgment, the Order granting Final Approval of this Settlement, and on the date when Defendant fully fund the entire Gross Settlement Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

5.1. Plaintiff's Release. Plaintiff and her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors and assigns generally release and discharge Released Parties from all claims, transactions or occurrences including, but not limited to: (a) all claims that were or reasonably could have been alleged based on the facts contained in the Operative Complaint and (b) all PAGA claims that were or reasonably could have been alleged based on facts contained in the Operative Complaint, Plaintiff's PAGA Notice, or ascertained during the Action and released under 5.2 and 5.4 below (“Plaintiff's Release”). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agree, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.1.1. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release only, Plaintiff expressly waives and relinquishes the

provisions, rights and benefits, if any, of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

5.2. The above release by Plaintiff, including the 1542 waiver, specifically excludes Plaintiff's claims under the Fair Employment and Housing Act, the California Family Rights Act, discrimination, retaliation, harassment, wrongful termination in violation of public policy, intentional infliction of emotional distress, negligent infliction of emotional distress, and related claims.

5.3. Release by Participating Class Members: For the duration of the Class Period, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, release Released Parties from all claims that were asserted or reasonably could have been asserted based on the allegations made in the Operative Complaint including: (1) failure to pay overtime wages; (2) failure to pay minimum wages; (3) failure to provide meal periods or compensation in lieu thereof; (4) failure to provide rest periods or compensation in lieu thereof; (5) failure to pay all wages due upon separation; (6) failure to provide accurate wage statements; (7) failure to indemnify; and (8) engaging in unfair competition.

5.4. Except as set forth in Section 5.2 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

5.5. Release by Aggrieved Employees: For the duration of the PAGA Period, all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released

Parties from all claims for PAGA penalties that were asserted, or reasonably could have been asserted, based on the allegations made in the PAGA Notice and thereafter alleged in the Operative Complaint, including, claims for PAGA penalties pursuant to Labor Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699 in connection with alleged violations of Labor Code sections Labor Code sections 96, 98.6, 200, 201 201.3, 202, 203, 204, 226, 226.7, 227.3, 232, 232.5, 246, *et seq.*, 432, 510, 512, 1174, 1102.5, 1174, 1194, 1197, 1197.5, 1198.5, 2699, 2802, and 2810.5.

6. MOTION FOR PRELIMINARY APPROVAL

The Parties agree to jointly prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s current checklist for Preliminary Approvals.

6.1. Plaintiff’s Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; 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 Class Members; and the nature and extent of any financial relationship with Plaintiffs, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members; (v) a signed declaration from Class Counsel attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor

Code section 2699, subd. (1)(1)), this Agreement (Labor Code section 2699, subd. (1)(2)); and (vi) all facts relevant to any actual or potential conflict of interest with Class Members and the Administrator. In their Declarations, Plaintiff and Class 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.

6.2. Responsibilities of Counsel. Class Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting and conferring, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting and conferring, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION

7.1. Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. 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 calculating payroll tax withholdings and providing reports

1 to state and federal tax authorities.

2 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets
3 the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section
4 468B-1.

5 7.4. Notice to Class Members

6 7.4.1. No later than three (3) business days after receipt of the Class Data, the
7 Administrator shall notify Class Counsel that the list has been received and state the
8 number of Class Members, Aggrieved Employees, Workweeks, and Pay Periods in the
9 Class Data.

10 7.4.2. Using best efforts to perform as soon as possible, and in no event later than 14
11 days after receiving the Class Data, the Administrator will send to all Class Members
12 identified in the Class Data, via first-class United States Postal Service (“USPS”) mail,
13 the Class Notice with Spanish translation, substantially in the form attached to this
14 Agreement as Exhibit “A.” The first page of the Class Notice shall prominently estimate
15 the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment
16 payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if
17 applicable) used to calculate these amounts. Before mailing Class Notices, the
18 Administrator shall update Class Members’ addresses using the National Change of
19 Address database.

20 7.4.3. Not later than 3 business days after the Administrator’s receipt of any Class Notice
21 returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice
22 using any forwarding address provided by the USPS. If the USPS does not provide a
23 forwarding address, the Administrator shall conduct a Class Member Address Search,
24 and re-mail the Class Notice to the most current address obtained. The Administrator
25 has no obligation to make further attempts to locate or send Class Notice to Class
26 Members whose Class Notice is returned by the USPS a second time.

27 7.4.4. The deadlines for Class Members’ written objections, Challenges to Workweeks

and/or Pay Periods, and Requests for Exclusion will be extended an additional 15 days beyond the 45 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.5. If the Administrator, Defendants or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 15 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

7.5. Requests for Exclusion (Opt-Outs).

7.5.1. Class Members who wish to exclude themselves from (opt-out of) the Class Settlement must send the Administrator, by mail, a signed written Request for Exclusion not later than 45 days after the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely postmarked by the Response Deadline.

7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or

1 otherwise susceptible to challenge. If the Administrator has reason to question the
2 authenticity of a Request for Exclusion, the Administrator may demand additional proof
3 of the Class Member's identity. The Administrator's determination of authenticity shall
4 be final and not appealable or otherwise susceptible to challenge.

5 7.5.3. Every Class Member who *does not submit a timely and valid Request for*
6 *Exclusion is deemed to be a Participating Class Member under this Agreement, entitled*
7 *to all benefits and bound by all terms and conditions of the Settlement, including the*
8 *Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this*
9 *Agreement, regardless whether the Participating Class Member actually receives the*
10 *Class Notice or objects to the Settlement.*

11 7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a
12 Non-Participating Class Member and shall not receive an Individual Class Payment or
13 have the right to object to the class action components of the Settlement. Because future
14 PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-
15 Participating Class Members who are Aggrieved Employees are deemed to release the
16 claims identified in Paragraph 5.4 of this Agreement and are eligible for an Individual
17 PAGA Payment.

18 7.6. Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after
19 the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose
20 Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods
21 (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the
22 allocation by communicating with the Administrator via mail. The Administrator must encourage
23 the challenging Class Member to submit supporting documentation. In the absence of any
24 contrary documentation, the Administrator is entitled to presume that the Workweeks contained
25 in the Class Notice are correct so long as they are consistent with the Class Data. The
26 Administrator's determination of each Class Member's allocation of Workweeks and/or Pay
27 Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator

1 shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods
2 to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

3 **7.7. Objections to Settlement**

4 7.7.1. Only Participating Class Members may object to the class action components of
5 the Settlement and/or this Agreement, including contesting the fairness of the
6 Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class
7 Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

8 7.7.2. Participating Class Members may send written objections to the Administrator, by
9 mail. In the alternative, Participating Class Members may appear in Court (or hire an
10 attorney to appear in Court) to present verbal objections at the Final Approval Hearing.
11 A Participating Class Member who elects to send a written objection to the
12 Administrator must do so not later than 45 days after the Administrator's mailing of the
13 Class Notice (plus an additional 15 days for Class Members whose Class Notice was re-
14 mailed).

15 7.7.3. Non-Participating Class Members have no right to object to any of the class action
16 components of the Settlement.

17 **7.8. Administrator Duties.** The Administrator has a duty to perform or observe all tasks to be
18 performed or observed by the Administrator contained in this Agreement or otherwise.

19 7.8.1. Website, Email Address and Toll-Free Number. The Administrator will maintain
20 and use an internet website to post information of interest to Class Members, including
21 the date, time and location for the Final Approval Hearing and copies of the Settlement
22 Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class
23 Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment,
24 Class Counsel Litigation Expenses Payment and Class Representative Service Payment,
25 the Final Approval and the Judgment. The Administrator will also maintain and monitor
26 an email address and a toll-free telephone number to receive Class Member calls and
27 emails.

1 7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
2 promptly review on a rolling basis Requests for Exclusion to ascertain their validity.
3 Not later than 5 days after the expiration of the deadline for submitting Requests for
4 Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel
5 containing (a) the names and other identifying information of Class Members who have
6 timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and
7 other identifying information of Class Members who have submitted invalid Requests
8 for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted
9 (whether valid or invalid).

10 7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written
11 reports to Class Counsel and Defense Counsel that, among other things, tally the number
12 of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for
13 Exclusion (whether valid or invalid) received, objections received, challenges to
14 Workweeks and/or Pay Periods received and/or resolved, and checks mailed for
15 Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The
16 Weekly Reports must include/provide the Administrator’s assessment of the validity of
17 Requests for Exclusion and attach copies of all Requests for Exclusion and objections
18 received.

19 7.8.4. Workweek and/or Pay Period Challenges. The Administrator has the authority to
20 address and make final decisions consistent with the terms of this Agreement on all
21 Class Member challenges over the calculation of Workweeks and/or Pay Periods. The
22 Administrator’s decision shall be final and not appealable or otherwise susceptible to
23 challenge.

24 7.8.5. Administrator’s Declaration. Before the date by which Plaintiff is required to file
25 the Motion for Final Approval of the Settlement, the Administrator will provide to Class
26 Counsel and Defense Counsel, a declaration suitable for filing in Court attesting to its
27 due diligence and compliance with all of its obligations under this Agreement,

including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

7.8.6. Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 7 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE

Based on its records, Defendants estimate that, as of the date of this Settlement Agreement, (1) there are 1,224 Class Members and 82,793 Total Workweeks during the Class Period and (2) there were 553 Aggrieved Employees who worked 19,371 Pay Periods during the PAGA Period.

8.1. Increase in Workweeks. Defendants represent that there are no more than 82,793 Workweeks worked by Class Members during the Class Period. If, as of the close of the Class Period, the actual number of Workweeks worked increases by more than 10%, or 8,279 Workweeks, then, at Defendants' election: (1) the Gross Settlement Amount shall be increased proportionally by the Workweeks in excess of 91,072 (82,793 Workweeks + 8,279 Workweeks) multiplied by the Workweek Value; or (2) the Class Period shall end on the date the number of Workweeks reaches 91,072 Workweeks. The Workweek Value shall be calculated by dividing the Gross Settlement Amount by 82,793 Workweeks. The Parties agree that the Workweek

Value amounts to \$18.12 per Workweek (\$1,500,000 / 82,793 Workweeks). Thus, for example, should there be 92,000 Workweeks during the Class Period, and Defendants elect option 1 from the above, then the Gross Settlement Amount shall be increased by \$16,815.36 [(92,000 Workweeks – 91,072 Workweeks) x \$18.12].

8.1.1. Defendants shall notify Class Counsel of their election no later than ten (10) calendar days following the day Defendants received sufficient information from the Settlement Administrator to determine the number of Workweeks during the Class Period has exceeded 91,072.

9. MOTION FOR FINAL APPROVAL

Prior to the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiff shall provide drafts of these documents to Defense Counsel. Class Counsel and Defense Counsel will expeditiously meet and confer, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

9.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

9.2. Duty to Cooperate. If the Court does not grant Final Approval, conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members) or if the Settlement is terminated by either Party in accordance with this Settlement Agreement, the Parties will request that the Court reopens the proceedings within 14 days. Notwithstanding the foregoing, the Parties agree to expeditiously work together in good faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final Approval. The Court’s decision to award less than the amounts requested for the Class

Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

9.3. 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 and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

9.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, 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 an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

9.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph,

as long as the Gross Settlement Amount remains unchanged.

10. AMENDED JUDGMENT

If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

11. ADDITIONAL PROVISIONS

11.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, Defendants reserves the right to contest certification of any class for any reasons, and Defendants reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendants' 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). Payment of wages does not extend or alter the Class Members' or Aggrieved Employees' period of employment for any purpose.

11.2. Confidentiality. Plaintiff, Class Counsel, Defendants and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary

1 to report income to appropriate taxing authorities; (4) in response to a court order or subpoena;
2 or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each
3 Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or
4 subpoena seeking such information. Plaintiff, Class Counsel, Defendants and Defense Counsel
5 separately agree not to, directly or indirectly, initiate any conversation or other communication,
6 before the filing of the Motion for Preliminary Approval, any with third party regarding this
7 Agreement or the matters giving rise to this Agreement except to respond only that “the matter
8 was resolved,” or words to that effect. This paragraph does not restrict Class Counsel’s
9 communications with Class Members in accordance with Class Counsel’s ethical obligations
10 owed to Class Member.

11 11.3. No Solicitation. The Parties separately agree that they and their respective counsel and
12 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal
13 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel’s
14 ability to communicate with Class Members in accordance with Class Counsel’s ethical
15 obligations owed to Class Members.

16 11.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
17 together with its attached exhibits shall constitute the entire agreement between the Parties
18 relating to the Settlement, superseding any and all oral representations, warranties, covenants or
19 inducements made to or by any Party.

20 11.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
21 represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate
22 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate
23 its terms and to execute any other documents reasonably required to effectuate the terms of this
24 Agreement including any amendments to this Agreement.

25 11.6. Cooperation. The Parties and their counsel will cooperate with each other and use their
26 best efforts, in good faith, to implement the Settlement by, among other things, modifying the
27 Settlement Agreement, submitting supplemental evidence, and supplementing points and

1 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
2 or content of any document necessary to implement the Settlement or on any modification of the
3 Agreement that may become necessary to implement the Settlement, the Parties will seek the
4 assistance of a mediator and/or the Court for resolution.

5 11.7. No Prior Assignments. The Parties separately represent and warrant that they have not
6 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer or
7 encumber to any person or entity and portion of any liability, claim, demand, action, cause of
8 action or right released and discharged by the Party in this Settlement.

9 11.8. No Tax Advice. Neither Plaintiff, Class Counsel, Defendants nor Defense Counsel are
10 providing any advice regarding taxes or taxability nor shall anything in this Settlement be relied
11 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR
12 Part 10, as amended) or otherwise.

13 11.9. Modification of Agreement. This Agreement, and all parts of it, may be amended,
14 modified, changed, or waived only by an express written instrument signed by all Parties or their
15 representatives, and approved by the Court.

16 11.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to
17 the benefit of, the successors of each of the Parties.

18 11.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be
19 governed by and interpreted according to the internal laws of the State of California, without
20 regard to conflict of law principles.

21 11.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of
22 this Agreement. This Agreement will not be construed against any Party on the basis that the
23 Party was the drafter or participated in the drafting.

24 11.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered
25 during Action and in this Agreement relating to the confidentiality of information shall survive
26 the execution of this Agreement.

27 11.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal.

Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants 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.

11.15. 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.

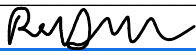
11.16. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

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

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

11.19. Severability. In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall in no way effect any other provision if Defendants’ Counsel and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed as if such invalid, illegal or unenforceable provision had never been included in this Agreement.

1 **IT IS SO AGREED:**

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4 Rocio Portillo (Dec 8, 2023 14:36 PST)

5 For Plaintiff, ROCIO STEPHANIE
6 PORTILLO SANCHEZ

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11 For Defendant, PARAGON SERVICES
12 JANITORIAL ORANGE COUNTY, LLC

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15 For Defendant, PARAGON SERVICES
16 JANITORIAL, LLC

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18 For Defendant, CARMEN ACOSTA

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22 David D. Bibiyan
23 Vedang J. Patel
24 Counsel for Plaintiff

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28 Lonny M. Zilberman
Brian G. Lee
Counsel for Defendants

1 **IT IS SO AGREED:**

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4 For Plaintiff, ROCIO STEPHANIE
5 PORTILLO SANCHEZ
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11 For Defendant, PARAGON SERVICES
12 JANITORIAL ORANGE COUNTY, LLC
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15 For Defendant, PARAGON SERVICES
16 JANITORIAL, LLC
17

18 For Defendant, CARMEN ACOSTA
19

20 *Vedang J. Patel*

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22 David D. Bibiyan
23 Vedang J. Patel
24 Counsel for Plaintiff
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28 Lonny M. Zilberman
Brian G. Lee
Counsel for Defendants

1 **IT IS SO AGREED:**

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Jeff Leonard

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Jeff Leonard

DocuSigned by:

Carmen Acosta

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Carmen Acosta

DocuSigned by:

Angela Patricia Buitrago Magnussen

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Angela Patricia Buitrago Magnussen

DocuSigned by:

Tom Magnussen

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Tom Magnussen

For Defendant, PARAGON SERVICES
JANITORIAL ORANGE COUNTY, LLC

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Carmen Acosta

For Defendant, PARAGON SERVICES
JANITORIAL, LLC

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Carmen Acosta

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Carmen Acosta

For Defendant, CARMEN ACOSTA

Brian Lee

David D. Bibiyan
Vedang J. Patel
Counsel for Plaintiff

Lonny M. Zilberman
Brian G. Lee
Counsel for Defendants

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