

**BIBIYAN LAW GROUP, P.C.**  
David D. Bibiyán (Cal. Bar No. 287811)  
*david@tomorrowlaw.com*  
Diego Aviles (Cal. Bar No. 315533)  
*diego@tomorrowlaw.com*  
Jeffrey Klein (Cal. Bar No. 297296)  
*jeffrey@tomorrowlaw.com*  
Vedang J. Patel (Cal. Bar No. 328647)  
*vedang@tomorrowlaw.com*  
8484 Wilshire Boulevard, Suite 500  
Beverly Hills, California 90211  
Tel: (310) 438-5555; Fax: (310) 300-1705

Attorneys for Plaintiffs, JUAN VALDEZ and CESAR VALDEZ,  
on behalf of themselves and all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

JUAN VALDEZ and CESAR VALDEZ, on  
behalf of themselves and all others similarly  
situated,

Plaintiffs,

v.

INTEGRATED BUILDING SERVICES,  
INC., a California corporation;  
INTEGRATED BUILDING SERVICES,  
LLC, a canceled California limited liability  
company; PASADENA HOTEL  
OPERATOR, INC., a surrendered Delaware  
corporation; MERRITT HOSPITALITY,  
LLC, a Delaware limited liability company;  
ANGEL CIFUENTES, an individual; and  
DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 20STCV37793

[Assigned to the Hon. Elihu M. Berle in  
Dept. 6]

**CLASS ACTION**

**JOINT STIPULATION RE: CLASS  
ACTION AND REPRESENTATIVE  
ACTION SETTLEMENT**

Action Filed: October 2, 2020

Trial Date: None Set

This Joint Stipulation re: Class Action and Representative Action Settlement  
("Settlement" or "Agreement" or "Settlement Agreement") is made by, between and among  
plaintiffs Juan Valdez ("Plaintiff Juan Valdez") and Cesar Valdez ("Plaintiff Cesar Valdez",  
collectively "Plaintiffs") individually and on behalf of the Settlement Class Members and the  
PAGA Members, as defined below, on the one hand; and defendants Pasadena Hotel Operator,

1 LLC (“Pasadena Hotel”) and Merritt Hospitality, LLC (“Merritt Hospitality” and, collectively,  
2 “Defendants”), on the other hand; in the lawsuit entitled *Juan Valdez, et al. v. Integrated Building*  
3 *Services, Inc., et al.*, filed in Los Angeles County, Spring Street, Superior Court, Case No.  
4 20STCV37793 (the “Action”). Plaintiffs and Defendants shall be, at times, collectively referred  
5 to as the “Parties.” Subject to the approval of the Court, this Agreement is intended by the Parties  
6 to fully, finally, and forever resolve, discharge, and settle the claims as set forth herein, based  
7 upon and subject to the terms and conditions of this Agreement.

8 **1. DEFINITIONS**

9 **A. “Action”** means *Juan Valdez, et al. v. Integrated Building Services, Inc., et al.*,  
10 filed in Los Angeles County, Spring Street, Superior Court, Case No. 20STCV37793.

11 **B. “Class Claims”** means all claims and causes of action alleged in the Complaint  
12 except the claim under the Labor Code Private Attorneys General Act, codified at Labor Code  
13 Section 2698, *et seq.* (“PAGA”).

14 **C. “Class Counsel”** means: David D. Bibiyan, Diego Aviles, and Jeffrey Klein of  
15 Bibiyan Law Group, P.C. The term “Class Counsel” shall be used synonymously with the term  
16 “Plaintiffs’ Counsel.”

17 **D. “Class Period”** means the period from October 2, 2016, through December 31,  
18 2019.

19 **E. “Court”** means the Superior Court of the State of California for the County of  
20 Los Angeles.

21 **F. “Defendants”** shall refer to Pasadena Hotel Operator, LLC and Merritt  
22 Hospitality, LLC.

23 **G. “Effective Date”** means the latest of the following dates: (i) the date that the  
24 deadline for seeking appellate review of the Court’s Final Approval Order and Judgment has  
25 passed without the filing of a timely appeal or timely request for review (*i.e.* 60 days from Notice  
26 of Entry of Judgment), or, if an appeal of the Court’s Final Approval Order and Judgment is  
27 commenced, then (ii) the date that the Court of Appeal or the California Supreme Court has  
28 rendered a final ruling affirming the Court’s Final Approval Order and Judgment without

1 material modification.

2 **H. “Employer Taxes”** means employer-funded taxes and contributions imposed on  
3 the wage portions of the Individual Settlement Payments under the Federal Insurance  
4 Contributions Act, the Federal Unemployment Tax Act, and any similar state and federal taxes  
5 and contributions required of employers, such as for unemployment insurance.

6 **I. “Final Approval Order and Judgment”** means the date the Court enters an  
7 Order granting final approval of this Settlement and enters Judgment in conformity with  
8 California Rules of Court rule 3.769(h).

9 **J. “General Release”** means the general release of claims by Plaintiffs, which is in  
10 addition to their limited release of claims as Participating Class Members and PAGA Members.

11 **K. “Gross Settlement Amount”** means a non-reversionary fund in the sum of One  
12 Hundred and Fifty Thousand Dollars and Zero Cents (\$150,000.00), which shall be paid by  
13 Defendants fourteen (14) calendar days after the Effective Date, and from which all payments  
14 for the Individual Settlement Payments to Participating Class Members, Individual PAGA  
15 Payments to PAGA Members, and the Court-approved amounts for attorneys’ fees and  
16 reimbursement of litigation costs and expenses to Class Counsel, Settlement Administration  
17 Costs, a Service Award to Plaintiff, and the payment made to the Labor and Workforce  
18 Development Agency (“LWDA”) for resolution of Plaintiffs’ PAGA cause of action, interest and  
19 certain taxes shall be paid. It expressly excludes Employer Taxes, which shall be paid by  
20 Defendants separate and apart from the Gross Settlement Amount.

21 **L. “Individual PAGA Settlement Payment”** means a payment to a PAGA Member  
22 of his or her share of the PAGA payment for the release of his or her Released PAGA Claims,  
23 regardless of whether the PAGA Member objects, opts out, or otherwise excludes himself or  
24 herself from the release of Released Class Claims.

25 **M. “Individual Class Settlement Payment”** means a payment to a Participating  
26 Class Member of his or her net share of the Net Settlement Amount, excluding any Individual  
27 PAGA Payment to which he or she may be entitled if he or she is also a PAGA Member.

28

1           **N. “Individual Settlement Share”** means the gross amount of the Net Settlement  
2 Amount that a Settlement Class Member is eligible to receive if he or she does not submit a  
3 timely and valid Request for Exclusion, excluding any Individual PAGA Payment to which he  
4 or she may be entitled if he or she is also a PAGA Member. The Class Member's Individual  
5 Settlement Share is calculated by dividing the Net Settlement Amount by the total number of  
6 known Class Members.

7           **O. “LWDA Payment”** means the payment to the LWDA for its seventy-five percent  
8 (75%) share of the total amount allocated toward penalties under the PAGA, which is to be paid  
9 from the Gross Settlement Amount. The Parties have agreed that Twenty Thousand Dollars and  
10 Zero Cents (\$20,000.00) shall be allocated toward PAGA penalties (“PAGA Payment”), of which  
11 Fifteen Thousand Dollars and Zero Cents (\$15,000.00) will be paid to the LWDA (*i.e.*, the  
12 LWDA Payment) and Five Thousand Dollars and Zero Cents (\$5,000.00) will be paid to PAGA  
13 Members on a *pro rata* basis. The PAGA Member's *pro rata* share of the PAGA Payment is  
14 calculated by dividing the portion of the PAGA Payment paid to PAGA Members by total  
15 number of known PAGA Members.

16           **P. “Net Settlement Amount”** means the portion of the Gross Settlement Amount  
17 that is available for distribution to Participating Class Members after deductions for the Court-  
18 approved allocations for Settlement Administration Costs, a Service Award to Plaintiff, an award  
19 of attorneys’ fees, reimbursement of litigation costs and expenses to Class Counsel, the LWDA  
20 Payment, and the Individual PAGA Payments.

21           **Q. “Notice of Class Action Settlement” or “Class Notice”** means the Notice of Class  
22 Action Settlement, substantially in the form attached hereto as Exhibit A.

23           **R. “Operative Complaint” or “Complaint”** means the First Amended Complaint  
24 filed in the Action.

25           **S. “PAGA Members”** means all non-exempt, hourly employees of Integrated  
26 Building Services, Inc. and/or Integrated Building Services, LLC who worked at the Westin  
27 Pasadena during the PAGA Period as non-exempt, hourly-paid employees.

28           **T. “PAGA Settlement Payment”** means the 25% allocation of the PAGA Payment

1 (\$5,000), payable from the Gross Settlement Amount that will be paid to PAGA Members as  
2 Individual PAGA Settlement Payments.

3 **U. “PAGA Period”** means the period from July 28, 2019, through December 31,  
4 2019.

5 **V. “Participating Class Members”** means all Settlement Class Members who do  
6 not submit a timely and valid Request for Exclusion.

7 **W. “Participating Individual Settlement Share”** means the gross amount of the Net  
8 Settlement Amount that a Participating Class Member is eligible to receive based on the number  
9 of Workweeks that he or she worked as a Settlement Class Member during the Class Period once  
10 all opt-outs have been factored in, excluding any Individual PAGA Payment to which he or she  
11 may be entitled if he or she is also a PAGA Member.

12 **X. “Parties”** shall refer to Plaintiffs and Defendants collectively.

13 **Y. “Plaintiffs”** shall refer to Plaintiffs Juan Valdez and Cesar Valdez.

14 **Z. “Preliminary Approval Date”** means the date on which the Court enters an  
15 Order granting preliminary approval of the Settlement.

16 **AA. “Released Parties”** shall include Integrated Building Services, Inc., Integrated  
17 Building Services, LLC, Angel Cifuentes, Merritt Hospitality, LLC, Pasadena Hotel Operator,  
18 LLC and each of their respective current and former direct and indirect owners, parents,  
19 subsidiaries, brother-sister companies, and all other affiliates and related entities, and their  
20 current and former partners, officers, directors, employees, attorneys, agents, and other related  
21 parties.

22 **BB. “Response Deadline”** means the deadline for Settlement Class Members to mail  
23 any Requests for Exclusion, Objections, or Workweek Disputes to the Settlement Administrator,  
24 which is forty-five (45) calendar days from the date that the Class Notice is first mailed in English  
25 and Spanish by the Settlement Administrator. The date of the postmark shall be the exclusive  
26 means for determining whether a Request for Exclusion, Objection, or Workweek Dispute was  
27 submitted by the Response Deadline.

28 **CC. “Request for Exclusion”** means a written request to be excluded from the

1 Settlement Class pursuant to Section 9.C below. A Request for Exclusion shall not apply to a  
2 PAGA Member's Individual PAGA Payment and all PAGA Members shall remain bound by the  
3 Released PAGA Claims regardless of their Request for Exclusion from the Class Settlement.

4 **DD. "Service Award"** refers to the monetary amount to be paid to Plaintiffs for their  
5 services as Class Representatives, which shall be up to Seven Thousand, Five Hundred Dollars  
6 and Zero Cents (\$7,500.00) for Plaintiff Juan Valdez and up to Seven Thousand, Five Hundred  
7 Dollars and Zero Cents (\$7,500.00) for Plaintiff Cesar Valdez, for a total of up to Fifteen  
8 Thousand Dollars and Zero Cents (\$15,000.00), which, subject to Court approval, will be paid  
9 out of the Gross Settlement Amount.

10 **EE. "Settlement Administration Costs"** means all costs incurred by the Settlement  
11 Administrator in administration of the Settlement, including, but not limited to, translating the  
12 Class Notice to Spanish, engaging in efforts to locate Settlement Class Members, mailing the  
13 Class Notice to the Settlement Class in English and Spanish, calculating Individual Settlement  
14 Shares, Individual Settlement Payments, and Individual PAGA Payments, and associated taxes  
15 and withholdings, providing declarations, generating Individual Settlement Payment and  
16 Individual PAGA Payment checks and related tax reporting forms, doing administrative work  
17 related to unclaimed checks, transmitting payment to Class Counsel for the Court-approved  
18 amounts for attorneys' fees and reimbursement of litigation costs and expenses, to Plaintiffs for  
19 their Service Awards, and to the LWDA from the LWDA Payment, providing weekly reports of  
20 opt-outs, objections and related information, and any other actions of the Settlement  
21 Administrator as set forth in this Agreement, all pursuant to the terms of this Agreement. The  
22 Settlement Administration Costs are estimated not to exceed \$5,990.00. If the actual amount of  
23 the Settlement Administration Costs is less than \$5,990.00 the difference between \$5,990.00 and  
24 the actual Settlement Administration Costs shall be a part of the Net Settlement Amount. If the  
25 Settlement Administration Costs exceed \$5,990.00 then such excess will be paid solely from the  
26 Gross Settlement Amount and Defendants will not be responsible for paying any additional funds  
27 in order to pay these additional costs.

28 **FF. "Settlement Administrator"** means ILYM Group, Inc.that will be responsible

1 for the administration of the Settlement including, without limitation, performing all duties set  
2 forth in this Agreement or by Court order.

3 **GG. “Settlement Class,” “Settlement Class Members,” and “Class Members”**  
4 means all current and former employees who worked in California as non-exempt, hourly paid  
5 employees for Integrated Building Services, Inc, and/or Integrated Building Services, LLC at  
6 The Westin Pasadena at any time between October 2, 2016, and December 31, 2019.

7 **2. “BACKGROUND**

8 **A.** On July 28, 2020, Plaintiff Juan Valdez filed with the LWDA and served on  
9 Integrated Building Services, Inc. a notice under Labor Code section 2699.3 (the “PAGA  
10 Notice”) stating Plaintiff intended to serve as a proxy of the LWDA to recover civil penalties for  
11 purported aggrieved employees. The PAGA Notice includes violations of law pled in the Class  
12 Action, in addition to a request for penalties for failure to comply with Labor Code sections 201,  
13 202, 203, 204, 210, 226, 226.7, 246, 404, 432, 510, 512, 558, 558.1, 1174, 1194, 1194.2, 1197,  
14 1198.5, 2802, and 2810.5.

15 **B.** On October 1, 2020, Plaintiff Juan Valdez filed an amended notice with the  
16 LWDA to include Cesar Valdez as a named aggrieved employee and to add Integrated Business  
17 Services, LLC, Merritt Hospitality, LLC, and F & B Associates as named employers.

18 **C.** On October 2, 2020, Plaintiffs filed a putative wage-and-hour class action against  
19 Integrated Building Services, Inc., Integrated Building Services, LLC, Angel Cifuentes, F & B  
20 Associates, and Pasadena Hotel Operator, Inc. in the Superior Court of California for the County  
21 of Los Angeles, Case Number 20STCV37793 (*i.e.*, the Action). Plaintiffs alleged that during the  
22 Class Period, with respect to themselves and the Settlement Class Members, Defendants, *inter*  
23 *alia*, (1) failed to pay overtime wages; (2) failed to pay minimum wages; (3) failed to provide  
24 compliant meal periods or compensation in lieu thereof; (4) failed to provide compliant rest  
25 periods and compensation in lieu thereof; (5) failed to timely pay all wages due at the time of  
26 termination or resignation; (6) failed to issue compliant and accurate itemized wage statements;  
27 (7) failed to timely pay wages; (8) failed to reimburse employees for work related expenses; and  
28 (9) engaged in unfair competition due to the alleged Labor Code violations.

1           **D.**     On December 30, 2020, when 65 days passed without any communication from  
2 the LWDA, Plaintiffs filed a First Amended Complaint (“FAC”) in the Class Action adding  
3 Merritt Hospitality as a defendant and adding a cause of action under PAGA for civil penalties  
4 for themselves and other purported aggrieved employees under Labor Code sections 201, 202,  
5 201.3, 203, 204, 204b, 205, 205.5, 210, 226, 226.3, 226.7, 512, 558, 558.1, 1174.5, 1194.2,  
6 1197.1, 1197.5, 1199, 2802, 2810.5, and 2699 for the Labor Code violations set out in the PAGA  
7 Notice (hereinafter, the “Action”, “Litigation”, or “Lawsuit”).

8           **E.**     On February 9, 2021, Plaintiffs filed an Amendment to Complaint –  
9 Fictitious/Incorrect Name, replacing defendant Pasadena Hotel Operator, Inc. with Pasadena  
10 Hotel Operator, LLC.

11           **F.**     Shortly after the filing of this First Amended Complaint, the Parties agreed to  
12 exchange informal discovery and attend an early mediation. Prior to mediation, Class Counsel  
13 was provided with, among other things, available time and pay records, data points that would  
14 allow an approximation of the number of workweeks in the Class Period, pay periods in the  
15 PAGA Period, and the number of Class Members in the relevant statutory period for waiting time  
16 penalties and wage statement violations, written policies that would govern Class Members’  
17 employment, as well as other information and documents provided informally by Integrated  
18 Building Services, Inc., Integrated Building Services, LLC.

19           **G.**     On July 23, 2021, the Parties participated in a mediation with Deborah Crandall  
20 Saxe, Esq., a well-regarded mediator experienced in mediating complex civil disputes. With the  
21 aid of the mediator’s evaluation and after weeks of further negotiations, the Parties reached the  
22 Settlement to resolve the Action.

23           **H.**     Class Counsel have conducted investigation of the law and facts relating to the  
24 claims asserted in the Action and has concluded that that the Settlement set forth herein is fair,  
25 reasonable, adequate, and in the best interests of the Settlement Class, taking into account the  
26 sharply contested issues involved, the expense and time necessary to litigate the Action through  
27 trial and any appeals, the risks and costs of further litigation of the Action, the risk of an adverse  
28 outcome, the uncertainties of complex litigation, the information learned through informal



1 discovery regarding Plaintiff's allegations, the risks pertaining to collectability in connection  
2 with Integrated Building Services, Inc., Integrated Building Services, LLC, and the substantial  
3 benefits to be received by the Settlement Class Members.

4 **I.** Defendants have concluded that, because of the substantial expense of defending  
5 against the Action, the length of time necessary to resolve the issues presented herein, the  
6 inconvenience involved, and the concomitant disruption to their business operations, it is in their  
7 best interest to accept the terms of this Agreement. Defendants deny each of the allegations and  
8 claims asserted against them in the Action. However, Defendants nevertheless desire to settle  
9 the Action for the purpose of avoiding the burden, expense, and uncertainty of continuing  
10 litigation and for the purpose of putting to rest the controversies engendered by the Action.

11 **J.** This Agreement is intended to and does effectuate the full, final, and complete  
12 resolution of all Released Claims of Plaintiffs, Settlement Class Members, and PAGA Members,  
13 except those Settlement Class Members who submit a timely and valid Request for Exclusion.

14 **3. JURISDICTION**

15 The Court has jurisdiction over the Parties and the subject matter of the Action. The  
16 Action includes claims that, if proven, would authorize the Court to grant relief pursuant to the  
17 applicable statutes. After the Court has granted Final Approval of the Settlement and entered  
18 judgment, the Court shall retain jurisdiction over the Parties to enforce the terms of the judgment  
19 pursuant to California Rule of Court, rule 3.769, subdivision (h).

20 **4. STIPULATION OF CLASS CERTIFICATION**

21 The Parties stipulate to the certification of the Settlement Class under this Agreement for  
22 purposes of settlement only.

23 **5. MOTION FOR PRELIMINARY APPROVAL**

24 Plaintiffs will move for an order granting preliminary approval of the Settlement,  
25 approving and directing the mailing of the proposed Notice of Class Action Settlement ("Class  
26 Notice") attached hereto as Exhibit "A", conditionally certifying the Settlement Class for  
27 settlement purposes only, and approving the deadlines proposed by the Parties for the submission  
28 of Requests for Exclusion, Workweek Disputes, and Objections, the papers in support of Final

1 Approval of the Settlement, and any responses to Objections or opposition papers to the Motion  
2 for Final Approval.

3 **6. STATEMENT OF NO ADMISSION**

4 Defendants deny any wrongdoing of any sort and further deny any liability to Plaintiffs  
5 and the Settlement Class with respect to any claims or allegations asserted in the Action. This  
6 Agreement shall not be deemed an admission by Defendants of any claims or allegations asserted  
7 in the Action. Except as set forth elsewhere herein, in the event that this Agreement is not  
8 approved by the Court, or any appellate court, is terminated, or otherwise fails to be enforceable,  
9 Plaintiffs will not be deemed to have waived, limited or affected in any way any claims, rights  
10 or remedies, or defenses in the Action, and Defendants will not be deemed to have waived,  
11 limited, or affected in any way any of its objections or defenses in the Action. The Parties shall  
12 be restored to their respective positions in the Action prior to the entry of this Settlement.

13 **7. RELEASE OF CLAIMS**

14 **A. Release by All Participating Class Members and All PAGA Members.**

15 Effective only upon the entry of an Order granting Final Approval of the Settlement, entry  
16 of Judgment, and payment by Defendants to the Settlement Administrator of the full Gross  
17 Settlement Amount and Employer's Taxes necessary to effectuate the Settlement, Plaintiffs and  
18 all Participating Class Members release the Released Parties of all claims against the Released  
19 Parties asserted in the Complaint filed in the Action, or any and all claims that may be asserted  
20 against the Released Parties based on the factual allegations in the Complaint filed in the Action,  
21 as follows: For the duration of the Class Period, the release includes: (a) all claims for failure to  
22 pay overtime wages; (b) all claims for failure to pay minimum wages; (c) all claims for failure to  
23 provide compliant meal and rest periods and associated premium pay; (d) all claims for the failure  
24 to timely pay wages; (e) failure to timely pay all wages due upon termination or resignation; (f)  
25 all claims for non-compliant wage statements; (g) failure to reimburse employees for work  
26 related expenses (h) all claims asserted through California Business & Professions Code section  
27 17200 *et seq.* arising out of the Labor Code violations referenced in the Complaint ("Class  
28 Released Claims"). For PAGA Members, the release includes, for the duration of the PAGA

1 Period, all claims for civil penalties arising out of the Class Released Claims, as well as all claims  
2 for civil penalties under PAGA, as alleged in the PAGA Notice and Operative Complaint, arising  
3 out of Labor Code Sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 246, 404, 432, 510, 512,  
4 558, 558.1, 1174, 1194, 1194.2, 1197, 1197.1, 1198.5, 2802, 2810.5 and 2699 based on the  
5 factual allegations and Labor Code sections alleged to have been violated in the PAGA Notice  
6 and Operative Complaint (“PAGA Released Claims”). Collectively, the Settlement Class  
7 Released Claims and PAGA Released Claims shall be referred to as the “Released Claims”.

8 **B. General Release.**

9 Effective only upon the entry of an Order granting Final Approval of the Settlement, entry  
10 of Judgment, and payment by Defendants to the Settlement Administrator of the full Gross  
11 Settlement Amount and Employers’ Taxes necessary to effectuate the Settlement, in addition to  
12 the Released Claims, Plaintiffs make the additional following General Release: Plaintiffs release  
13 the Released Parties from all claims, demands, rights, liabilities and causes of action of every  
14 nature and description whatsoever, known or unknown, asserted or that might have been asserted,  
15 whether in tort, contract, or for violation of any state or federal statute, rule, law or regulation  
16 arising out of, relating to, or in connection with any act or omission of the Released Parties  
17 through the date of full execution of this Agreement in connection with his employment or the  
18 termination thereof. With respect to the General Release, Plaintiffs stipulate and agree that,  
19 through the Final Approval Date, Plaintiffs shall be deemed to have, and by operation of the Final  
20 Judgment and payment to the Settlement Administrator shall have, expressly waived and  
21 relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section  
22 1542 of the California Civil Code, or any other similar provision under federal or state law, which  
23 provides:

24 A general release does not extend to claims which the creditor does  
25 not know or suspect to exist in his or her favor at the time of  
26 executing the release, which if known by him or her must have  
27 materially affected his or her settlement with the debtor or released  
28 party.

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1       **8. SETTLEMENT ADMINISTRATOR**

2           Plaintiff and Defendants, through their respective counsel, have selected ILYM Group,  
3 Inc. to administer the Settlement, which includes but is not limited to translating the Class Notice  
4 to Spanish, distributing and responding to inquiries about the Class Notice and calculating all  
5 amounts to be paid from the Gross Settlement Amount. Charges and expenses of the Settlement  
6 Administrator, currently estimated to be \$5,990.00 will be paid from the Gross Settlement  
7 Amount. If the actual Settlement Administrator fees are less than \$5,990.00 the difference will  
8 remain a part of the Net Settlement Amount.

9       **9. NOTICE, OBJECTION, AND EXCLUSION PROCESS**

10       **A. Notice to the Settlement Class Members.**

11           (1) Within seven (7) calendar days after the Preliminary Approval Date,  
12 Plaintiffs' Counsel shall provide the Settlement Administrator with information available to them  
13 with respect to each Settlement Class Member, including his or her: (1) name, last known  
14 address(es) and last known telephone number(s); (2) Social Security Numbers; and (3) the hire  
15 dates and termination dates for each Settlement Class Member ("Class List"). The Settlement  
16 Administrator shall perform an address search using the United States Postal Service National  
17 Change of Address ("NCOA") database and update the addresses contained on the Class List  
18 with the newly found addresses, if any. Within seven (7) calendar days of receiving the Class  
19 List and any other information shared by Class Counsel, the Settlement Administrator shall mail  
20 the Class Notice in English and Spanish to the Settlement Class Members via first-class regular  
21 U.S. Mail using the most current mailing address information available. The Settlement  
22 Administrator shall maintain a list with names and all addresses to which notice was given, and  
23 digital copies of all the Settlement Administrator's records evidencing the giving of notice to any  
24 Settlement Class Member, for at least four (4) years from the Final Approval Date. Such  
25 information shall be available to Class Counsel and Defendants' Counsel upon request.

26           (2) The Class Notice will be in the form attached hereto as Exhibit A.

27           (3) If a Class Notice from the initial notice mailing is returned as  
28 undeliverable, the Settlement Administrator will attempt to obtain a current address for the

1 Settlement Class Member to whom the returned Class Notice had been mailed, within five (5)  
2 calendar days of receipt of the returned Class Notice, by: (1) contacting the Settlement Class  
3 Member by phone, if possible, and (2) undertaking skip tracing. If the Settlement Administrator  
4 is successful in obtaining a new address, it will promptly re-mail the Class Notice to the  
5 Settlement Class Member. Further, any Class Notices that are returned to the Settlement  
6 Administrator with a forwarding address before the Response Deadline shall be promptly re-  
7 mailed to the forwarding address affixed thereto.

8 (4) No later than seven (7) calendar days from the Response Deadline,  
9 the Settlement Administrator shall provide counsel for the Parties with a  
10 declaration attesting to the completion of the notice process, including the  
11 number of attempts to obtain valid mailing addresses for and re-sending of  
12 any returned Class Notices, as well as the identities, number of, and copies  
13 of all Requests for Exclusion and objections/comments received by the  
14 Settlement Administrator.

15 **B. Objections.**

16 Only Settlement Class Members who do not opt out of the Settlement (*i.e.*, Participating  
17 Class Members) may object to the Settlement. In order for any Settlement Class Member to  
18 object to this Settlement in writing, or any term of it, he or she must do so by mailing a written  
19 objection to the Settlement Administrator at the address or phone number provided on the Class  
20 Notice no later than the Response Deadline. The Settlement Administrator shall email a copy of  
21 the Objection forthwith to Class Counsel and Defendant's counsel and attach copies of all  
22 Objections to the Declaration it provides Class Counsel, which Class Counsel shall file in support  
23 of Plaintiff's Motion for Final Approval. The Objection should set forth in writing: (1) the  
24 objector's name; (2) the Objector's address; (3) the last four digits of the Objector's Social  
25 Security Number; (4) the Objector's signature; (5) a statement of whether the Objector plans to  
26 appear at the Final Approval Hearing; and (6) the reason(s) for the Objection, along with  
27 whatever legal authority, if any, the objector asserts in support of the Objection. If a Settlement  
28 Class Member objects to the Settlement, the Settlement Class Member will remain a member of

1 the Settlement Class and if the Court approves this Agreement, the Settlement Class Member  
2 will be bound by the terms of the Settlement in the same way and to the same extent as a  
3 Settlement Class Member who does not object. The date of mailing of the Class Notice to the  
4 objecting Settlement Class Member shall be conclusively determined according to the records of  
5 the Settlement Administrator. Settlement Class Members need not object in writing to be heard  
6 at the Final Approval Hearing; they may object or comment in person at the hearing at their own  
7 expense. Class Counsel and Defendant’s Counsel may respond to any objection lodged with the  
8 Court up to five (5) court days before the Final Approval Hearing.

9 **C. Requesting Exclusion.**

10 Any Settlement Class Member may request exclusion from (*i.e.*, “opt out” of) the  
11 Settlement by mailing a written request to be excluded from the Settlement (“Request for  
12 Exclusion”) to the Settlement Administrator, postmarked on or before the Response Deadline.  
13 To be valid, a Request for Exclusion must include: (1) the Class Member’s name; (2) the Class  
14 Member’s Social Security Number; (3) the Class Member’s signature; and (4) the following  
15 statement: “Please exclude me from the Settlement Class in the *Juan Valdez, et al. v. Integrated*  
16 *Building Services, Inc., et al.*, matter” or a statement of similar meaning. The Settlement  
17 Administrator shall immediately provide copies of all Requests for Exclusion to Class Counsel  
18 and Defendant’s Counsel and shall report the Requests for Exclusions that it receives, to the  
19 Court, in its declaration to be provided in advance of the Final Approval Hearing. Any Settlement  
20 Class Member who requests exclusion using this procedure will not be entitled to receive any  
21 Settlement Class Payment from the Settlement and will not be bound by the Settlement  
22 Agreement or have any right to object to, appeal, or comment on the Settlement. Any Settlement  
23 Class Member who does not opt out of the Settlement by submitting a timely and valid Request  
24 for Exclusion will be bound by all terms of the Settlement, including those pertaining to the  
25 Released Claims, as well as any Judgment that may be entered by the Court if Final Approval of  
26 the Settlement is granted. A Settlement Class Member cannot submit both a Request for  
27 Exclusion and an objection. If a Settlement Class Member submits an objection and a Request  
28 for Exclusion, the Request for Exclusion will control and the Objection will be overruled. PAGA

1 Members are not entitled to exclude themselves from the PAGA Settlement, and they will still  
2 receive their *pro rata* share of the PAGA Payment, and will be bound by the release of the PAGA  
3 Released Claims.

4 **D. Extension of Response Deadline for Remailing**

5 Class Members who are re-mailed a Class Notice shall have fifteen (15) days from the  
6 re-mailing, or forty-five (45) calendar days from the date of the initial mailing, whichever is later,  
7 in which to postmark a Request for Exclusion, or Objection. The date of the postmark shall be  
8 the exclusive means for determining whether a Request for Exclusion, or Objection was  
9 submitted by the Response Deadline.

10 **10. INDIVIDUAL SETTLEMENT PAYMENTS TO PARTICIPATING CLASS**

11 **MEMBERS**

12 Individual Settlement Payments will be calculated and distributed to Participating Class  
13 Members from the Net Settlement Amount on a *pro rata* basis, by dividing the Net Settlement  
14 Fund by the total number of known Participating Class Members. Individual PAGA Payments  
15 to PAGA Members will be calculated and distributed to PAGA Members from the PAGA  
16 Payment on a *pro rata* basis by dividing the PAGA Payment by the total number of known  
17 PAGA Members.

18 **11. DISTRIBUTION OF PAYMENTS**

19 **A. Distribution of Individual Settlement Payments and Individual PAGA**  
20 **Payments.**

21 Participating Class Members will receive an Individual Settlement Payment and PAGA  
22 Members will receive an Individual PAGA Payment. Individual Settlement Payment and  
23 Individual PAGA Payment checks shall remain valid and negotiable for one hundred and eighty  
24 (180) calendar days after the date of their issuance. Within seven (7) calendar days after  
25 expiration of the 180-day period, checks for such payments shall be  
26 canceled and funds associated with such checks shall be considered unpaid, unclaimed or  
27 abandoned cash residue pursuant to Code of Civil Procedure section 384 (“Unpaid  
28 Residue”). The Unpaid Residue plus accrued interest, if any, as provided in Code of Civil

1 Procedure section 384, shall be transmitted to Legal Aid at Work, 180 Montgomery Street,  
2 Suite 600, San Francisco, California 94104, the *cy pres* recipient, for use in Los Angeles  
3 County. The Settlement Administrator shall prepare a report regarding the distribution plan  
4 pursuant to Code of Civil Procedure section 384 and the report shall be presented to the Court  
5 by Class Counsel along with a proposed amended judgment that is consistent with the  
6 provisions of Code of Civil Procedure section 384.

7 **B. Funding of Settlement.**

8 Defendants shall pay the Gross Settlement Amount of One Hundred Thousand Fifty  
9 Thousand, Dollars and Zero Cents (\$150,000.00), unless the same is escalated pursuant to  
10 Paragraph 16 below (and in such event, the escalated amount) to the Settlement Administrator in  
11 addition to Employer's Taxes within fifteen (15) calendar days of the Effective Date. All amounts  
12 must be paid to the Settlement Administrator pursuant to Internal Revenue Code section 1.468B-  
13 1 for deposit in an interest-bearing qualified settlement account ("QSA") with an FDIC insured  
14 banking institution, for distribution in accordance with this Agreement and the Court's Orders  
15 and subject to the conditions described herein. Individual Settlement Payments for Class  
16 Members and Individual PAGA Payments to PAGA Members shall be paid exclusively from the  
17 QSA, pursuant to the settlement formula set forth herein.

18 Payments from the QSA shall be made for (1) the Service Award to Plaintiffs as specified  
19 in this Agreement and approved by the Court; (2) the Attorneys' Fees and Cost Award to be paid  
20 to Class Counsel, as specified in this Agreement and approved by the Court; (3) the Settlement  
21 Administrator Costs, as specified in this Agreement and approved the Court; (4) the LWDA  
22 Payment, as specified in this Agreement and approved by the Court; and (5) Individual PAGA  
23 Payments to PAGA Members on a *pro rata* basis. The balance any and any accrued interest  
24 thereon remaining shall constitute the Net Settlement Amount from which Individual Settlement  
25 Payments shall be made to Participating Class Members, less applicable taxes and withholdings,  
26 on a *pro rata* basis. All interest accrued shall be for the benefit of the Class Members and PAGA  
27 Members and distributed in a pro-rata basis.

28 **C. Time for Distribution.**



1 No more than seven (7) calendar days after payment of the full Gross Settlement Amount  
2 (as the same may be escalated by Paragraph 16 below) by Defendants, as well as Employer Taxes,  
3 the Settlement Administrator shall distribute all payments due under the Settlement, including  
4 the Individual Settlement Payments to Participating Class Members and Individual PAGA  
5 Payments to PAGA Members, as well as the Court-approved payments for the Service Award to  
6 Plaintiff, attorneys' fees and litigation costs and expenses to Class Counsel, administration costs  
7 to the Settlement Administrator, and the LWDA Payment.

8 **12. ATTORNEYS' FEES AND LITIGATION COSTS**

9 Class Counsel shall apply for, and Defendants shall not oppose, an award of attorneys'  
10 fees of up to thirty-five percent (35%) of the Gross Settlement Amount, which, unless escalated  
11 pursuant to Paragraph 16 of this Agreement, shall amount to Fifty-Two Thousand, Five Hundred  
12 Dollars and Zero Cents (\$52,500.00). Class Counsel shall further apply for, and Defendants shall  
13 not oppose, an application or motion by Class Counsel for reimbursement of actual costs  
14 associated with Class Counsel's prosecution of this matter as set forth by declaration from Class  
15 Counsel including testimony in an amount up to Twenty-Five Thousand Dollars and Zero Cents  
16 (\$25,000.00). Awards of attorneys' fees and costs shall be paid out of the Gross Settlement  
17 Amount, for all past and future attorneys' fees and costs necessary to prosecute, settle, and obtain  
18 Final Approval of the settlement in the Action. The "future" aspect of the amounts stated herein  
19 includes, without limitation, all time and expenses expended by Class Counsel (including any  
20 appeals therein). There will be no additional charge of any kind to either the Settlement Class  
21 Members or request for additional consideration from Defendants for such work unless, in the  
22 event of a material breach of this Agreement by Defendants, Plaintiffs are required to move the  
23 Court for enforcement of this Agreement. Should the Court approve attorneys' fees and/or  
24 litigation costs and expenses in amounts that are less than the amounts provided for herein, then  
25 the unapproved portion(s) shall be a part of the Net Settlement Amount.

26 **13. SERVICE AWARD TO PLAINTIFFS**

27 Plaintiffs shall seek, and Defendants shall not oppose, a Service Award in an amount not  
28 to exceed Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) for Plaintiff Juan

1 Valdez, and a service award in an amount not to exceed Seven Thousand Five Hundred Dollars  
2 and Zero Cents (\$7,500.00) for Plaintiff Cesar Valdez for their participation in and assistance  
3 with the Action, totaling up to Fifteen Thousand Dollars and Zero Cents (\$15,000.00) in total.  
4 Any Service Award awarded to Plaintiffs shall be paid from the Gross Settlement Amount and  
5 shall be reported on an IRS Form 1099. If the Court approves Service Awards to Plaintiffs in  
6 less than the amounts sought herein, then the unapproved portion(s) shall be a part of the Net  
7 Settlement Amount.

8 **14. TAXATION AND ALLOCATION**

9 **A.** Each Individual Class Settlement Share shall be allocated as follows: 20% as  
10 wages (to be reported on an IRS Form W2); and 80% as interest, premiums,  
11 and statutory penalties (to be reported on an IRS Form 1099). The PAGA  
12 Payments for civil penalties to the PAGA Members shall be reported on an  
13 IRS Form 1099. The Parties agree that the employee's share of taxes and  
14 withholdings with respect to the wage-portion of the Individual Settlement  
15 Share will be withheld from the Individual Settlement Share in order to yield  
16 the Individual Settlement Payment. The amount of federal income tax  
17 withholding will be based upon a flat withholding rate for supplemental wage  
18 payments in accordance with Treas. Reg. § 31.3402(g)-1(a)(2) as amended or  
19 supplemented. Income tax withholding will also be made pursuant to  
20 applicable state and/or local withholding codes or regulations.

21 **B.** Forms W-2 and/or Forms 1099 will be distributed by the Settlement  
22 Administrator at times and in the manner required by the Internal Revenue  
23 Code of 1986 (the "Code") and consistent with this Agreement. If the Code,  
24 the regulations promulgated thereunder, or other applicable tax law, is changed  
25 after the date of this Agreement, the processes set forth in this Section may be  
26 modified in a manner to bring Defendants into compliance with any such  
27 changes.

28 **C.** All Employer Taxes shall be paid by Defendants separate, apart and above

1 from  
2 the Gross Settlement Amount. Defendants shall remain liable to pay the employer's share of  
3 payroll taxes as described above.

4 **D.** Neither Counsel for Plaintiff nor Defendants intend anything contained in this  
5 Agreement to constitute advice regarding taxes or taxability, nor shall anything in this Agreement  
6 be relied upon as such within the meaning of United States Treasury Department Circular 230  
7 (31 C.F.R. Part 10, as amended) or otherwise.

8 **15. PRIVATE ATTORNEYS' GENERAL ACT ALLOCATION**

9 The Parties agree to allocate Twenty Thousand Dollars and Zero Cents (\$20,000.00) of  
10 the Gross Settlement Amount toward PAGA penalties. Pursuant to the PAGA, seventy-five  
11 percent (75%) of the amount allocated toward PAGA (\$15,000.00) will be paid to the LWDA  
12 (*i.e.*, the LWDA Payment), and twenty-five percent (25%) will remain a part of the Net  
13 Settlement Amount (\$5,000.00), to be distributed to PAGA Members on a *pro rata* basis (*i.e.*,  
14 the Individual PAGA Payments).

15 **16. COURT APPROVAL**

16 This Agreement is contingent upon an order by the Court granting Final Approval of the  
17 Settlement, and that the LWDA does not intervene and/or object to the Settlement. In the event  
18 it becomes impossible to secure approval of the Settlement by the Court and the LWDA, the  
19 Parties shall be restored to their respective positions in the Action prior to entry of this Settlement.  
20 If this Settlement Agreement is voided, not approved by the Court or approval is reversed on  
21 appeal, it shall have no force or effect and no Party shall be bound by its terms except to the  
22 extent: (a) the Court reserves any authority to issue any appropriate orders when denying  
23 approval; and/or (b) there are any terms and conditions in this Settlement Agreement specifically  
24 stated to survive the Settlement Agreement being voided or not approved, and which control in  
25 such an event.

26 **17. NOTICE OF JUDGMENT**

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1 In addition to any duties set out herein, the Settlement Administrator shall provide  
2 notice of the Final Judgment entered in the Action by posting the same on its website for at  
3 least three (3) years after the Judgment becomes final.

4 **18. VOIDING SETTLEMENT.**

5 If the Court declines to approve any material term or condition of this Settlement  
6 Agreement, then this entire Settlement Agreement shall be void and unenforceable as to all  
7 Parties herein at the option of any Party, within ten (10) days of receiving notice of the Court's  
8 action. Further, Defendants have the option of voiding this Settlement Agreement within ten  
9 (10) days of receiving notice that more than ten percent (10%) of the Class Members have  
10 timely completed valid requests to be excluded from the settlement. Any Party voiding the  
11 Settlement shall be solely responsible for settlement administration costs incurred through the  
12 date of voiding the Settlement.

13 **19. ENFORCEMENT.**

14 If a Party to this Settlement Agreement institutes any legal action, arbitration, or other  
15 proceeding against any other Party or Parties to enforce the provisions of this Settlement  
16 Agreement or to declare rights or obligations under this Settlement Agreement, then the  
17 prevailing Party shall recover from the unsuccessful Party, reasonable attorneys' fees and costs.

18 **20. EMPLOYEE BENEFITS.**

19 The amounts paid under this Settlement Agreement do not represent a modification of  
20 any previously credited hours of service under any employee benefit plan or policy sponsored  
21 by Defendants or Released Parties. Such amounts will not form the basis for additional  
22 contributions to, benefits under, or any other monetary entitlement under, any benefit plans,  
23 policies or programs. Any payments made under the terms of this Settlement Agreement shall  
24 not be applied retroactively, currently or on a going-forward basis as salary, earnings, wages  
25 or any other form of compensation for the purposes of any sponsored benefit plan, policy or  
26 bonus program, including, but not limited to, vacation, leave, and sick policies. Defendants  
27 and Released Parties retain the right to modify the language of any benefit plans, policies and  
28 programs to effect this intent and to make clear that any amounts paid pursuant to this

1 Settlement Agreement are not for any measuring term as defined by applicable plans, policies,  
2 and programs for purposes of eligibility, vesting, benefit accrual, or any other purpose, and that  
3 additional contributions or benefits are not required by this Settlement Agreement.

4 **21. MISCELLANEOUS PROVISIONS**

5 **A. Interpretation of the Agreement.**

6 This Agreement constitutes the entire agreement between Plaintiffs and Defendants with  
7 respect to its subject matter. Except as expressly provided herein, this Agreement has not been  
8 executed in reliance upon any other written or oral representations or terms, and no such extrinsic  
9 oral or written representations or terms shall modify, vary or contradict its terms. In entering  
10 into this Agreement, the Parties agree that this Agreement is to be construed according to its  
11 terms and may not be varied or contradicted by extrinsic evidence. The Agreement will be  
12 interpreted and enforced under the laws of the State of California, both in its procedural and  
13 substantive aspects, without regard to its conflict of law provisions. Any claim arising out of or  
14 relating to the Agreement, or the subject matter hereof, will be resolved solely and exclusively  
15 in the Superior Court of the State of California for the County of Los Angeles, and Plaintiffs and  
16 Defendants hereby consent to the personal jurisdiction of the Court in the Action over it solely  
17 in connection therewith. Plaintiffs, on Plaintiffs' own behalf and on behalf of the Settlement  
18 Class, and Defendants participated in the negotiation and drafting of this Agreement and had  
19 available to them the advice and assistance of independent counsel. As such, neither Plaintiffs  
20 nor Defendants may claim that any ambiguity in this Agreement should be construed against the  
21 other. The Agreement may be modified only by a writing signed by counsel for the Parties and  
22 approved by the Court.

23 **B. Further Cooperation.**

24 Plaintiffs, Defendants, and their respective attorneys shall proceed diligently to prepare  
25 and execute all documents, to seek the necessary approvals from the Court, and to do all things  
26 reasonably necessary to consummate the Settlement as expeditiously as possible.  
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**C. Counterparts.**

The Agreement may be executed in one or more actual or non-original counterparts, all of which will be considered one and the same instrument and all of which will be considered duplicate originals.

**D. Authority.**

Each individual signing below warrants that he or she has the authority to execute this Agreement on behalf of the party for whom or which that individual signs.

**E. No Third-Party Beneficiaries.**

Plaintiffs, Participating Class Members, Class Counsel, and Defendants are direct beneficiaries of this Agreement, but there are no third-party beneficiaries.

**F. Deadlines Falling on Weekends or Holidays.**

To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday, or legal holiday, that deadline shall be continued until the following business day.

**G. 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.

**IT IS SO AGREED:**

Dated: \_\_\_\_\_, 2022

\_\_\_\_\_  
JUAN VALDEZ  
Plaintiff and Class Representative

Dated: \_\_\_\_\_, 2022

\_\_\_\_\_  
CESAR VALDEZ  
Plaintiff and Class Representative

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
To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday, or legal holiday, that deadline shall be continued until the following business day.

**G. Severability.**

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**IT IS SO AGREED:**

Dated: Jul 28, 2022, 2022

  
\_\_\_\_\_  
Juan (Jul 28, 2022 08:38 PDT)  
JUAN VALDEZ  
Plaintiff and Class Representative

Dated: \_\_\_\_\_, 2022

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CESAR VALDEZ  
Plaintiff and Class Representative

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**IT IS SO AGREED:**

Dated: \_\_\_\_\_, 2022

\_\_\_\_\_  
JUAN VALDEZ  
Plaintiff and Class Representative

Dated: **Jul 13, 2022**, 2022

  
\_\_\_\_\_  
Cesar Valdez (Jul 13, 2022 14:27 PDT)  
CESAR VALDEZ  
Plaintiff and Class Representative



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Dated: \_\_\_\_\_, 2022 \_\_\_\_\_

Name: \_\_\_\_\_  
PASADENA HOTEL OPERATOR, LLC

Dated: \_\_\_\_\_, 2022 \_\_\_\_\_

Name: \_\_\_\_\_  
MERRITT HOSPITALITY, LLC

**AGREED AS TO FORM:**

Dated: July 27 \_\_\_\_\_, 2022

*Vedang J. Patel*  
\_\_\_\_\_  
DAVID D. BIBIYAN  
VEDANG J. PATEL  
Bibiyan Law Group, P.C.  
**Counsel for Plaintiffs Juan Valdez and Cesar Valdez**

Dated: \_\_\_\_\_, 2022 \_\_\_\_\_

LESLIE ABBOTT  
Paul Hastings, LLP  
**Counsel for Defendant Pasadena Hotel Operator, LLC**

Dated: \_\_\_\_\_, 2022 \_\_\_\_\_

JEFFREY P. FUCHSMAN  
Ballard Rosenberg Golper & Savitt, LLP  
**Counsel for Defendant Merritt Hospitality, LLC**

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Dated: \_\_\_\_\_, 2022

Name: \_\_\_\_\_  
PASADENA HOTEL OPERATOR, LLC

Dated: 07/13/, 2022

  
Name: \_\_\_\_\_  
MERRITT HOSPITALITY, LLC

**AGREED AS TO FORM:**


Dated: \_\_\_\_\_, 2022

\_\_\_\_\_  
DAVID D. BIBIYAN  
VEDANG J. PATEL  
Bibiyan Law Group, P.C.  
Counsel for Plaintiffs Juan Valdez and Cesar Valdez

Dated: \_\_\_\_\_, 2022

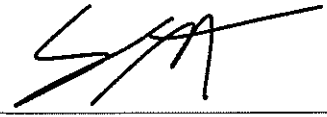
\_\_\_\_\_  
LESLIE ABBOTT  
Paul Hastings, LLP  
Counsel for Defendant Pasadena Hotel Operator, LLC

Dated: July 15, 2022

  
JEFFREY P. FUCHSMAN  
Ballard Rosenberg Golper & Savitt, LLP  
Counsel for Defendant Merritt Hospitality, LLC

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Dated: 7/20, 2022

  
Name: Samuel Zinsmaster  
PASADENA HOTEL OPERATOR, LLC

Dated: \_\_\_\_\_, 2022

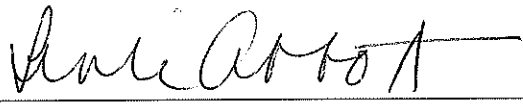
Name: \_\_\_\_\_  
MERRITT HOSPITALITY, LLC

**AGREED AS TO FORM:**

Dated: \_\_\_\_\_, 2022

\_\_\_\_\_  
DAVID D. BIBIYAN  
VEDANG J. PATEL  
Bibiyan Law Group, P.C.  
**Counsel for Plaintiffs Juan Valdez and Cesar Valdez**

Dated: 7/20, 2022

  
LESLIE ABBOTT  
Paul Hastings, LLP  
**Counsel for Defendant Pasadena Hotel Operator, LLC**

Dated: \_\_\_\_\_, 2022

\_\_\_\_\_  
JEFFREY P. FUCHSMAN  
Ballard Rosenberg Golper & Savitt, LLP  
**Counsel for Defendant Merritt Hospitality, LLC**