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JERRY MURO, on behalf of himself and
6 all others similarly situated

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

10
11 JERRY MURO, on behalf of himself and all
others similarly situated,

12 Plaintiffs,

13 vs.

14 DKS STEEL DOOR & FRAME SYSTEMS,
15 INC., a California corporation; and DOES 1
through 100, Inclusive

16 Defendants.
17

CASE NO.: 20STCV03626

**PAGA AND INDIVIDUAL SETTLEMENT
AGREEMENT**

1 This PAGA and Individual Settlement Agreement ("Stipulation") is made and entered into
2 by and between plaintiff Jerry Muro ("Plaintiff"), as an individual and as a representative of other
3 individuals and the State of California, and defendant DKS Steel Door & Frame Systems, Inc.
4 ("Defendant") (Plaintiff and Defendant shall be referred to collectively as the "Parties"):
5

6 **I. DEFINITIONS**

7 The following definitions are applicable to this Stipulation. Definitions contained
8 elsewhere in this Stipulation will also be effective.

9 1. **"Action"** means the action entitled Jerry Muro v. DKS Steel Door & Frame
10 Systems, Inc., et al, Los Angeles County Superior Court Case No. 20STCV03626.

11 2. **"Aggrieved Employees"** means Plaintiff and all individuals who worked for
12 Defendant as a non-exempt hourly employee within the State of California during the PAGA
13 Period.
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15 3. **"Aggrieved Employee List"** means a complete list of all Aggrieved Employees that
16 Defendant will diligently and in good faith compile from its records and provide to the Settlement
17 Administrator within ten (10) calendar days after the Effective Date. The Aggrieved Employee
18 List will be formatted as a Microsoft Office Excel spreadsheet and will include, each Aggrieved
19 Employee's: (a) full name, (b) last known address, (c) Social Security number, and (d) the number
20 of Pay Periods worked as a non-exempt hourly employee for Defendant in California during the
21 PAGA Period.
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23 4. **"Attorneys' Fees and Costs"** means attorneys' fees agreed upon by the Parties and
24 approved by the Court for Plaintiff's Counsel's litigation and resolution of the Action, and all costs
25 incurred and to be incurred by Plaintiff's Counsel in the Action, including, but not limited to, fees
26 and costs associated with court filings, documenting the Settlement, securing the Court's approval
27 of the Settlement, and obtaining entry of the Judgment terminating the Action. Plaintiff's Counsel
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1 will request attorneys' fees from the Court in an amount not to exceed one-third of the Maximum
2 Settlement Amount, or Forty-Six Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents
3 (\$46,666.67), subject to the Court's approval. Plaintiff's Counsel will also request reimbursement
4 of litigation costs incurred by Plaintiff's Counsel's litigation and resolution of the Action in an
5 amount up to Twenty Thousand Dollars (\$20,000), subject to the Court's approval.
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7 5. "Court" means the Superior Court of the State of California for the County of Los
8 Angeles or any other court taking jurisdiction of the Action.

9 6. "Defendant" mean DKS Steel Door & Frame Systems, Inc.

10 7. "Effective Date" means the later of: (i) the date the Court enters an order granting
11 approval of the Settlement, provided no appeal or motion for reconsideration or other efforts to
12 obtain review has been filed; (ii) if any timely appeals or motions for reconsideration or review are
13 filed, the tenth (10th) day after final resolution of any such appeals or motions for reconsideration
14 or review have been finally concluded.
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16 8. "Incentive Payment" shall mean a payment of \$2,500 to Plaintiff Jerry Muro for
17 bringing the instant action. The Incentive Payment is in addition to Plaintiff's share of the
18 Individual Settlement Payment and Plaintiff's Claims Release Payment.

19 9. "Individual Settlement Payment" means the pro rata amount payable to each
20 Aggrieved Employee from the 25% portion of the Net Settlement Amount allocated to payments to
21 the Aggrieved Employees.
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23 10. "Order and Judgment Approving PAGA Settlement" means the Court's
24 Judgment approving the Settlement, substantially in the form attached hereto as Exhibit 2,
25 including any revisions required by the Court.

26 11. "LWDA" means the California Labor and Workforce Development Agency.
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1 12. **"Maximum Settlement Amount"** is the settlement amount of One Hundred Forty
2 Thousand Dollars (\$140,000), which Defendant shall pay to resolve the Action. The Maximum
3 Settlement Amount includes: (a) the payment to the LWDA; (b) all Individual Settlement
4 Payments to Aggrieved Employees, including Plaintiff; (c) Plaintiff's Counsel's Attorneys' Fees
5 and Costs; (d) the Incentive Payment to Plaintiff in the amount of \$2,500; and (e) Settlement
6 Administration Costs.
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8 13. **"Net Settlement Amount"** means the means the total amount that will be paid to
9 the LWDA and the Aggrieved Employees, including Plaintiff, pursuant to Paragraphs 33 and 34.
10 The Net Settlement Amount is equivalent to the Maximum Settlement Amount less deductions for
11 (a) the Court-approved Settlement Administration Costs and Plaintiff's Counsel's Attorneys' Fees
12 and Costs; (b) Incentive Payment to Plaintiff; and (c) Settlement Administration Costs.
13

14 14. **"PAGA Period"** means the period of time beginning on January 28, 2019 up to the
15 date the total pay periods reach 2,809 or December 15, 2021. This period will be calculated by the
16 Settlement Administrator in its sole discretion.

17 15. **"PAGA"** means the Labor Code Private Attorneys General Act of 2004, California
18 Labor Code §§ 2698, et seq.
19

20 16. **"PAGA Payment Letter"** means a letter that the Settlement Administrator will
21 send to each Aggrieved Employee with his or her Individual Settlement Payment, which explains
22 the reason for the Individual Settlement Payment, substantially in the form attached hereto as
23 Exhibit 1, including any revisions required by the Court.

24 17. **"Parties"** means Plaintiff and Defendant, collectively.

25 18. **"Pay Period"** means a pay period in which an Aggrieved Employee worked for
26 Defendant in the State of California during the PAGA Period in a non-exempt hourly role.

27 19. **"Plaintiff"** means plaintiff Jerry Muro.
28

1 20. **“Plaintiff’s Counsel”** means Michael Nourmand, Esq. and James A. De Sario, Esq.
2 of The Nourmand Law Firm, APC located at 8822 West Olympic Boulevard, Beverly Hills,
3 California 902011.

4 21. **“Plaintiff’s Claims Release Payment”** is the amount to be paid to Plaintiff, in the
5 amount of \$7,500, which shall be paid by Defendant in addition to the Maximum Settlement
6 Amount, in exchange for a release of any and all of Plaintiff’s individual claims which Plaintiff
7 had, has, or may have against Defendant or Released Parties. This release releases all of Plaintiff’s
8 individual claims, whether known or unknown. This release includes, but is not limited, to wage
9 and hour claims. This release does not include individual claims that cannot be legally released,
10 such as, workers compensation claims.

11 22. **“Plaintiff’s Individual Settlement Agreement”** means the terms of Plaintiff’s
12 individual settlement, which is dependent on the Court’s approval of the PAGA settlement.
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14 23. **“Released Claims”** means any and all claims for civil penalties under PAGA [Cal.
15 Lab. Code §§ 2699, *et seq.*] based on the labor code violations alleged and that are based upon or
16 arise from the factual allegations in Plaintiff’s July 28, 2020 notice sent to the LWDA and alleged
17 in the First Amended Complaint, including the alleged violations of California Labor Code §§ 201,
18 202, 203, 226, 226.7, 510, 512, 1194, 1194.2, 1197, and 2699, including all attorneys’ fees and
19 costs related thereto that arose during the PAGA Period.
20

21 24. **“Released Parties”** means DKS Steel Door & Frame Systems, Inc. all of their
22 current or former parent companies, subsidiary companies, sister companies and/or related
23 companies, corporations, limited liability companies, partnerships, joint ventures, and, with
24 respect to each of them, all of their and/or such related entities’ predecessors and successors, and,
25 with respect to each such entity, all of its past, present, and future employees, officers, partners,
26 principals, directors, shareholders, stockholders, managers, members, owners, representatives,
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1 assigns, attorneys, agents, insurers, and any other persons acting by, through, under, or in concert
2 with any of the persons or entities listed herein and their successors and heirs.

3 25. "Settlement Administration Costs" means the costs payable from the Maximum
4 Settlement Amount to the Settlement Administrator for administering this Settlement. The
5 Settlement Administration Costs are currently estimated to be no more than Three Thousand Nine
6 Hundred Ninety-Five Dollars (\$3,995).

8 26. "Settlement Administrator" means Simpluris, Inc. or any other settlement
9 administrator agreed to by the Parties and approved by the Court.

10 27. "Settlement" shall mean the settlement between the Parties that is memorialized in
11 this Stipulation and subject to Court approval.

12 II. RECITALS

13 28. PAGA Notice Letter To The LWDA. On or about January 28, 2020, Plaintiff sent a
14 Notice of Labor Code Violations and PAGA Penalties to the LWDA and Defendant, advising that
15 Plaintiff intended to seek civil penalties pursuant to PAGA, on behalf of himself and other current
16 and former non-exempt hourly employees of Defendant in California, identifying alleged violations
17 of and penalties under California Labor Code §§ 201, 202, 203, 226, 226.7, 510, 512, 1194, 1194.2
18 1197, and 2699.

20 29. Complaint Filed In Los Angeles County Superior Court. On or about January 29,
21 2020, Plaintiff filed a Class Action Complaint in Los Angeles County Superior Court, alleging
22 individual and putative class claims against Defendant for (1) Failure to pay overtime wages, (2)
23 Failure to pay minimum wages; (3) Failure to provide meal periods; (4) Failure to provide rest
24 periods; (5) Failure to provide accurate wage statements; (6) Failure to pay all wages upon
25 termination; and (7) Unfair business practices. On June 30, 2020, Plaintiff filed a First Amended
26 Class Action Complaint adding a cause of action under PAGA. On December 1, 2020, after
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1 Defendant filed a Motion to Compel Arbitration, at the request of Plaintiff, the Court dismissed
2 class allegations without prejudice, ordered Plaintiff's individual labor code claims to arbitration
3 and allowed Plaintiff to proceed with the PAGA representative action in Court.

4
5 30. **Mediation And Settlement.** On March 28, 2022, the Parties and their counsel
6 participated in a full-day mediation with Marc Feder, Esq., a well-respected mediator with
7 considerable experience mediating wage-and-hour class and PAGA actions. During the mediation,
8 the negotiations between the Parties was adversarial and was conducted at arm's length. At the
9 conclusion of the mediation session, the Parties reached an agreement to resolve the Action and
10 executed a Memorandum of Understanding. This Stipulation formalizes the agreement reached by
11 the Parties.

12 **III. TERMS OF SETTLEMENT**

13 **A. Conditional Nature of The Settlement**

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15 31. **All Terms Subject to Court Approval.** California Labor Code § 2699(1)(2)
16 requires that the Court review and approve any penalties sought as part of a proposed settlement
17 agreement pursuant to PAGA. All amounts and procedures described in this Stipulation are subject
18 to the Court's approval. Should the Court not approve the Settlement, the Parties shall request
19 leave to, and jointly attempt to, modify this settlement and Stipulation in order to obtain the Court's
20 approval.

21 **B. Settlement Consideration and Distributions**

22
23 32. **Maximum Settlement Amount.** After the Effective Date, Defendant shall pay the
24 Maximum Settlement Amount of One Hundred Forty Thousand Dollars (\$140,000) to settle this
25 Action. The Maximum Settlement Amount will be used to satisfy all of Defendant's liabilities
26 arising from the Action. No portion of the Maximum Settlement Amount shall revert to Defendant
27 or result in an unpaid residue.
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1 33. **Deductions From The Maximum Settlement Amount.** Deductions from the
2 Maximum Settlement Amount, all subject to Court approval, shall be made for the following:

3 a. **Plaintiff's Counsel's Attorneys' Fees And Costs.** Plaintiff's Counsel may
4 apply for an award of attorneys' fees and litigation costs, with the fee portion not to exceed one-
5 third of the Maximum Settlement Amount—i.e., up to Forty-Six Thousand Six Hundred Sixty-Six
6 Dollars and Sixty-Seven Cents (\$46,666.67)—and the costs portion not to exceed Twenty
7 Thousand Dollars (\$20,000). Plaintiff's Counsel's Attorneys' Fees and Costs will be paid from,
8 and not in addition to, the Maximum Settlement Amount. The amount of Attorneys' Fees and
9 Costs shall include all past and future attorneys' fees and costs to Plaintiff's Counsel—including,
10 without limitation, all time and costs expended by Plaintiff's Counsel in defending the Settlement
11 and securing approval of the Settlement. Any amounts not awarded by the Court under this
12 provision shall be included in the Net Settlement Amount. Defendant agrees not to oppose any
13 such application which is consistent with this paragraph; however, the Settlement is not contingent
14 on Plaintiff recovering that or any particular amount as Attorneys' Fees and Costs. Even in the
15 event that the Court reduces or does not approve the requested Attorneys' Fees and Costs, Plaintiff
16 and Plaintiff's Counsel shall not have the right to revoke this Stipulation or this Settlement, and it
17 will remain binding.
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19 b. **Settlement Administration Costs.** All Settlement Administration Costs
20 shall be paid from, and not in addition to, the Maximum Settlement Amount. The Settlement
21 Administration Costs include, but are not limited to, the required tax reporting on the Individual
22 Settlement Payments, the issuing of appropriate tax forms, as needed, confirming/auditing claims
23 for payments for compliance with the Settlement, calculating and distributing all payments to be
24 made pursuant to the Settlement, and providing reports and declarations. The amount of
25 Settlement Administration Costs is estimated not to exceed Three Thousand Nine Hundred Ninety-
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1 Five Dollars (\$3,995). Defendant agrees not to oppose any application that is consistent with this
2 paragraph. If the actual Settlement Administration Costs are less than Three Thousand Nine
3 Hundred Ninety-Five Dollars (\$3,995), those amounts shall be included in the Net Settlement
4 Amount.

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6 c. Net Settlement Amount. The Parties estimate the Net Settlement Amount as
7 follows:

8	Maximum Settlement Amount:	\$140,000.00
9	Plaintiff's Counsel's Attorneys' Fees (estimated)	-\$ 46,666.67
10	Plaintiff's Counsel's Litigation Costs (estimated)	-\$ 20,000.00
11	Plaintiff's Incentive Payment	-\$ 2,500.00
12	Settlement Administration Costs	-\$ 3,995.00
13	Net Settlement Amount (estimated)	\$ 69,338.33

14
15 34. **LWDA Payment.** Subject to Court approval, the Parties agree that an amount
16 equal to seventy-five percent (75%) of the Net Settlement Amount will be paid to the LWDA in
17 settlement of all representative claims alleged by or on behalf of Plaintiff and the Aggrieved
18 Employees.

19 35. **Individual Settlement Payments.** Subject to Court approval, the Parties agree that
20 an amount equal to twenty-five percent (25%) of the Net Settlement Amount (the "Aggrieved
21 Employee Portion") will be paid to the Aggrieved Employees in settlement of the Released Claims.
22 Individual Settlement Payments will be calculated and apportioned from the Aggrieved Employee
23 Portion based on the number of Pay Periods an Aggrieved Employee worked during the PAGA
24 Period. The Settlement Administrator will determine the total number of Pay Periods worked by
25 each Aggrieved Employee during the PAGA Period based on the data provided by Defendant in
26 the Aggrieved Employee List and the aggregate number of Pay Periods worked by all Aggrieved
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1 Employees during the PAGA Period. To determine each Aggrieved Employee's Individual
2 Settlement Payment, the Settlement Administrator will use the following formula: The Aggrieved
3 Employee Portion will be divided by the aggregate number of Pay Periods worked by all
4 Aggrieved Employees during the PAGA Period, resulting in the "Pay Period Value." Each
5 Aggrieved Employee's Individual Settlement Payment will be calculated by multiplying each
6 individual Aggrieved Employee's total number of Pay Periods by the Pay Period Value. The
7 Parties agree that the formula described herein is reasonable and that the payments are designed to
8 provide a fair settlement to each Aggrieved Employee in light of the uncertainties regarding the
9 penalties alleged to be owed and the calculation of such amounts.

11 36. **Tax Treatment of Settlement Payments.** 100% of the Individual Settlement
12 Payments will be allocated to alleged civil penalties, and IRS Forms 1099-MISC will be issued as
13 necessary. One third of Plaintiff's Claims Release Payment shall be allocated as wages, and form
14 W-2 will be issued as necessary. The payment of Plaintiff's Counsel's Attorneys' Fees and Costs
15 will also be reported on IRS Forms 1099-MISC. The Settlement Administrator will issue all such
16 forms.

18 37. **Tax Liability.** Other than the reporting requirements set forth in Paragraphs 36, the
19 Aggrieved Employees, including Plaintiff, shall be responsible for the reporting and payment of
20 any federal, state, and/or local income or other tax or any other withholdings, if any, on any of the
21 payments made pursuant to this Stipulation.

23 38. **No Credit Towards Benefit Plans.** The Individual Settlement Payments made to
24 Aggrieved Employees under this Settlement will not be utilized to calculate any additional benefits
25 under any benefit plans for which any Aggrieved Employees may be eligible, including, but not
26 limited to: (i) profit-sharing plans, (ii) bonus plans, (iii) 401(k) plans, (iv) stock purchase plans, (v)
27 vacation plans, (vi) sick leave plans, (vii) PTO plans, and (viii) any other benefit plan. Rather, it is
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1 the Parties' intention that this Stipulation will not affect any rights, contributions, or amounts to
2 which any Aggrieved Employees (other than Plaintiff, who has released any and all claims and
3 rights) may be entitled under any benefit plans.

4 **C. Waiver and Releases**

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6 39. **The PAGA Release.** Upon the Effective Date and when Defendant fully funds the
7 Maximum Settlement Amount, and only to the extent permissible by law, the LWDA and each
8 Aggrieved Employee, including Plaintiff (individually and on behalf of Plaintiff's heirs, executors,
9 administrators, representatives, agents, successors, and assigns, to the fullest extent allowable by
10 law), shall fully and finally release and forever discharge Defendant and the Released Parties from
11 any and all claims, rights, or causes of action seeking civil penalties under PAGA predicated on the
12 claims, allegations, contentions, and representations asserted in the Action, during the PAGA
13 Period, against Defendant and the Released Parties, including, but not limited to, Labor Code
14 sections 201, 202, 203, 226, 226.7, 510, 512, 1194, 1194.2, 1197, and 2699 and the applicable IWC
15 Orders that were alleged, or reasonably could have been alleged, based on the facts in the First
16 Amended Complaint (the "Released Claims") as well as facts in Plaintiff's July 28, 2020 notice
17 sent to the LWDA. This Settlement effectively releases, precludes, and bars all Released Claims
18 against Defendant and the Released Parties during the PAGA Period by the Aggrieved Employees,
19 regardless of whether Plaintiff and/or the Aggrieved Employees cash their settlement award
20 checks, so long as the Settlement is administered and carried out according to this Settlement
21 Agreement. Beyond the Maximum Settlement Amount, Defendant shall not owe any further
22 monies to Plaintiff, the Aggrieved Employees, or to the State of California based upon any claim
23 asserted on behalf of the LWDA under PAGA relating to the Aggrieved Employees in the Action
24 or in any complaint filed therein.

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1 40. **Employees Are Bound By The Settlement.** Because this is a PAGA action, based
2 on the Parties' understanding of the PAGA statutory scheme, the Parties agree that no Aggrieved
3 Employee can exclude himself or herself from the Settlement or object to the terms of this
4 Settlement Agreement. All Aggrieved Employees will be bound by this Settlement Agreement,
5 upon its approval by the Court, regardless of whether he or she negotiates his or her settlement
6 check.
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8 41. **Release by Plaintiff.** Upon the date the Court enters an order granting approval of
9 the settlement and Defendant fully funds the Maximum Settlement Amount and Plaintiff's Wage
10 Claims Release Payment, in addition to the claims being released by all Aggrieved Employees,
11 Plaintiff will provide the following additional general release ("General Release"): Plaintiff, on his
12 own behalf and on behalf of his heirs, spouses, executors, administrators, attorneys, agents and
13 assigns, fully and finally, irrevocably and unconditionally releases the Released Parties from all
14 complaints, claims, demands, rights, obligations, penalties, liabilities, damages, debts, expenses
15 (including attorneys' fees and costs actually incurred) and causes of action of every nature and
16 description whatsoever, known or unknown, asserted or that might have been asserted, whether in
17 tort, contract, or for violation of any state or federal statute, rule or regulation arising out of,
18 relating to, or in connection with any act or omission by or on the part of any of the Released
19 Parties committed or omitted prior to the execution of this Agreement, including but not limited to
20 claims arising from the California Constitution; Title VII of the Civil Rights Act of 1964 (42
21 U.S.C. §2000e); the California Fair Employment and Housing Act (Cal. Govt. Code §12900 et
22 seq.); the Americans with Disabilities Act; the Age Discrimination in Employment Act (29 U.S.C.
23 §§621-633a); the Older Workers' Benefit Protection Act; the Private Attorneys General Act of
24 2004; and claims of intentional infliction of emotional distress; defamation and/or libel, or any
25 other damage to reputation claims; breach of implied contract or for claims of a breach of the
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1 covenant of good faith and fair dealing, as well as any other express or implied covenant; or any
2 other statute or common law principle of similar effect. This General Release includes any
3 unknown claims Plaintiff does not know or suspect to exist in his favor at the time of this General
4 Release, which, if known by him, might have affected his settlement with, and release of, the
5 Released Parties or might have affected his decision not to object to this Settlement or this Release.
6 To the extent the foregoing releases are releases to which Section 1542 of the California Civil Code
7 or similar provisions of other applicable law may apply, Plaintiff expressly waive any and all rights
8 and benefits conferred upon them by the provisions of Section 1542 of the California Civil Code or
9 similar provisions of applicable law which are as follows:
10

11 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE**
12 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT**
13 **TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE**
14 **RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE**
15 **MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE**
16 **DEBTOR OR RELEASED PARTY.**
17

18 The significance of this release and waiver of Civil Code section 1542 has been explained to
19 Plaintiff by his respective counsel. Release by Plaintiff expressly excludes any claims for
20 workers compensation against Defendant.
21

22 42. **Neutral Reference.** Defendant agrees that it will only provide a neutral reference
23 for Plaintiff should any prospective employers or anyone contact them regarding Plaintiff's
24 employment. Defendant shall only provide the dates of employment and Plaintiff's last job title
25 held with Defendant.
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1 **D. Settlement Administration**

2 43. **Settlement Administrator's Duties In General.** The Settlement Administrator
3 shall be responsible for (a) processing the data provided by Defendant to be used in calculating the
4 Individual Settlement Payments; (b) preparing, printing, translating to Spanish, and mailing to the
5 Aggrieved Employees the PAGA Payment Letter in English or Spanish as appropriate (attached
6 hereto as Exhibit 1), as well as following up with reasonable skip tracing; (c) calculating and
7 mailing Individual Settlement Payments to Aggrieved Employees; (d) filing any required federal
8 and state tax forms and related agency reporting; (e) filing any required reports with the Court; and
9 (f) all other tasks described in this Stipulation, as to which the Parties mutually agree, and/or which
10 the Court orders the Settlement Administrator to perform.
11

12 44. **Delivery Of The Aggrieved Employees List.** Within ten (10) calendar days after
13 the Effective Date, Defendant will provide the Aggrieved Employees List to the Settlement
14 Administrator. The Settlement Administrator shall not use the Aggrieved Employees List or any
15 information contained therein for any purpose other than to administer the Settlement in
16 accordance with this Settlement Agreement.
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18 45. **Funding Of The Maximum Settlement Amount.** Within ten (10) calendar days
19 after the Effective Date, Defendant will deposit the Maximum Settlement Amount in the amount of
20 One Hundred Forty Thousand Dollars (\$140,000) and Plaintiff's Wage Claims Release Payment in
21 the amount of Seven Thousand Five Hundred Dollars (\$7,500). The Settlement Administrator
22 shall deposit the Maximum Settlement Amount and Plaintiff's Wage Claims Release Payment into
23 an interest-bearing trust account for the benefit of the Aggrieved Employees.
24

25 46. **Distribution Of Settlement Payments.** Within seven (7) calendar days after
26 Defendant deposits the Maximum Settlement Amount and Plaintiff's Wage Claims Release
27 Payment into a settlement fund, the Settlement Administrator will issue payments to: (a) the
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1 Aggrieved Employees; (b) the LWDA; (c) Plaintiff; and (d) Plaintiff's Counsel. The Settlement
2 Administrator will mail Individual Settlement Payments to the Aggrieved Employees, along with
3 the PAGA Payment Letter (attached as Exhibit 1), via regular First-Class U.S. Mail, using the most
4 current, known mailing addresses identified in the Aggrieved Employees List. The Settlement
5 Administrator will also issue a payment to itself for Court-approved services performed in
6 connection with the Settlement.
7

8 47. **Confirmation Of Contact Information.** Prior to mailing the Individual Settlement
9 Payments to the Aggrieved Employees, the Settlement Administrator will perform a search based
10 on the National Change of Address Database for information to update and correct for any known
11 or identifiable address changes. Any Individual Settlement Payments returned to the Settlement
12 Administrator as non-deliverable will be sent, along with the PAGA Payment Letter, promptly via
13 regular First-Class U.S. Mail, to the forwarding address affixed thereto. If no forwarding address
14 is provided, the Settlement Administrator will promptly attempt to determine the correct address by
15 lawful use of skip-tracing, or other search methods using the name, address, and/or Social Security
16 Number of the Aggrieved Employee involved and shall then perform a re-mailing if another
17 mailing address is identified. With regard to any Aggrieved Employee whose Individual
18 Settlement Payment is returned as non-deliverable, and for whom the Settlement Administrator is
19 unable to determine a reliable address using reasonable and customary methods, his or her
20 Individual Settlement Payment will escheat to the State of California, in the name of and for the
21 benefit of such Aggrieved Employee.
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24 48. **Reports Regarding Settlement Administration.** The Settlement Administrator
25 will provide Defendant's Counsel and Plaintiff's Counsel reports regarding the administration of
26 the Settlement Agreement as needed or requested.
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1 49. **Procedures For Uncashed Checks.** Checks for Individual Settlement Payments
2 shall be negotiable for one hundred eighty (180) calendar days from the date of their issuance. If a
3 check is returned to the Settlement Administrator as undeliverable during the 180-day period, the
4 Settlement Administrator shall take all reasonable efforts to identify the Aggrieved Employee's
5 correct address, including the performance of a "skip-trace." If an updated address can be
6 identified, the Settlement Administrator shall issue another check to the Aggrieved Employee and
7 mail it to the Aggrieved Employee at his or her updated address. An Aggrieved Employee who
8 fails to negotiate or receive their Individual Settlement Payment check despite the procedures
9 described herein shall nevertheless remain bound by the Settlement and the release of the Released
10 Claims contained herein.

11
12 The funds represented by Individual Settlement Payment checks remaining uncashed for
13 more than 180 days after issuance (collectively, the "Uncashed Settlement Checks") shall be
14 voided and then shall be transmitted to the Controller of the State of California to be held pursuant
15 to the Unclaimed Property Law, California Code of Civil Procedure § 1500, et seq. in the
16 respective names of those Aggrieved Employees who did not cash their settlement checks until
17 such time as they claim their property. After the expiration of the 180-day check cashing period, as
18 outlined above, the Settlement Administrator shall begin the process of transferring the funds in
19 accordance with California Code of Civil Procedure §§ 1500–1582 and the timing requirements set
20 forth by the Office of the State Controller.

21
22 50. **Administration Of Taxes By The Settlement Administrator.** The Settlement
23 Administrator will be responsible for issuing to the Aggrieved Employees and Plaintiff's Counsel
24 any Form 1099 and/or other tax forms as may be required by law for all amounts paid pursuant to
25 this Settlement.

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1 51. **Sending Settlement Agreement And Judgment To LWDA.** Before or concurrent
2 with Plaintiff's filing of this stipulation for approval of the Settlement, Plaintiff's Counsel will send
3 this stipulation to the LWDA pursuant to Section 2699(1)(2) of the California Labor Code. Within
4 ten (10) days after entry of a judgment or order approving, denying, or modifying the award of
5 civil penalties contemplated by this Settlement Agreement, Plaintiff's Counsel will submit a copy
6 of the judgment or order to the LWDA pursuant to Section 2699(1)(3) of the California Labor
7 Code.
8

9 52. **Declaration Of Payment.** Within ten (10) calendar days after the date the
10 Settlement Administrator transfers the total amount of funds represented by the Uncashed
11 Settlement Checks consistent with the State's Unclaimed Property Law, the Settlement
12 Administrator will prepare a declaration stating: (i) that all payments required under the Settlement
13 have been made; (ii) the total amount of funds represented by the Uncashed Settlement Checks and
14 (iii) confirming that the procedures for the treatment of Uncashed Settlement Checks established
15 by this Stipulation have been followed. Plaintiff's Counsel shall file the Settlement
16 Administrator's declaration with the Court.
17

18 **E. Miscellaneous Provisions**

19 53. **Acknowledgement That The Settlement Is Fair, Adequate, And Reasonable.**
20 The Parties and their respective counsel believe that this Settlement is a fair, adequate, and
21 reasonable settlement of the Action, and they have arrived at this Settlement through arm's length
22 negotiations, taking into account all relevant factors, present and potential.
23

24 54. **Mutual Cooperation.** The Parties and their counsel will cooperate with each other
25 and use their best efforts to effect the implementation of the Settlement. Such cooperation shall
26 include, but not be limited to, execution of such other documents and the taking of such other
27 actions as may reasonably be necessary to fulfill the terms of this Settlement. The Parties shall use
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1 their best efforts, including all efforts contemplated by this Stipulation and any other efforts that
2 may become necessary by Court Order, or otherwise, to effectuate this Stipulation and the terms set
3 forth herein.

4 55. **No Admissions By The Parties.** This Agreement is a compromise of disputed
5 claims. Nothing contained in this Agreement and no documents referred to herein and no action
6 taken to carry out this Agreement may be construed or used as an admission by or against
7 Defendant, Defendant's Counsel, Plaintiff, or Plaintiff's Counsel as to the merits or lack thereof of
8 the claims asserted.

9 56. **Amendment Or Modification.** This Agreement, and any and all parts of it, may be
10 amended, modified, changed, or waived only by an express written instrument signed by all Parties
11 or their successors-in-interest.

12 57. **Mutual Drafting Of Agreement.** The Parties agree that the terms of this
13 Stipulation and the accompanying exhibits are the result of substantial, arm's-length negotiations,
14 and that this Stipulation shall not be construed in favor of or against any of the Parties by reason of
15 the extent to which any of the Parties or their respective counsel participated in the drafting of this
16 Stipulation.

17 58. **Attorney Authorization.** Plaintiff's Counsel and Defendant's Counsel warrant and
18 represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate
19 action required or permitted to be taken by such Parties pursuant to this Settlement to effectuate its
20 terms, and to execute any other documents required to effectuate the terms of this Settlement.

21 59. **Binding On Successors And Assigns.** This Stipulation is binding upon, and inures
22 to the benefit of, the Parties' successors and assigns.

23 60. **Governing Law.** This Stipulation shall be governed by and interpreted according
24 to the laws of the State of California.

1 61. **Exhibits Incorporated By Reference.** The terms of this Stipulation include the
2 terms set forth in any attached exhibits, which are incorporated by this reference as though fully set
3 forth herein. Any exhibit to this Stipulation is an integral part of the Settlement.

4 62. **Invalidity Of Any Provision.** Before declaring any provision of this Stipulation
5 invalid, the Court shall first attempt to construe the provision(s) valid to the fullest extent possible
6 consistent with applicable precedents so as to define all provisions of this Settlement valid and
7 enforceable.
8

9 63. **Attorneys' Fees And Costs.** The Parties shall bear their own respective attorneys'
10 fees and costs incurred in and/or arising out of the Action, except as otherwise provided for in this
11 Stipulation and as later approved by the Court.
12

13 64. **Jurisdiction Of The Court.** The Parties agree that the Court shall retain
14 jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this
15 Agreement and all orders and judgments entered in connection therewith, and the Parties and their
16 respective counsel hereto submit to the jurisdiction of the Court for purposes of interpreting,
17 implementing, and enforcing the settlement embodied in this Agreement and all orders and
18 judgments entered in connection therewith.
19

20 65. **Waiver Of Certain Appeals.** The Parties agree to waive appeals; except, however,
21 that either party may appeal any court order that materially alters the Settlement Agreement's
22 terms.

23 66. **Binding Agreement.** The Parties intend that this Settlement shall be fully
24 enforceable and binding on all Parties, and that it shall be admissible and subject to disclosure in
25 any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that
26 otherwise might apply under federal or state law. This Stipulation is also binding upon, and inures
27 to the benefit of, the Parties' successors and assigns.
28

1 67. **Entire Agreement.** This Stipulation and any attached exhibits constitute the
2 entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral
3 agreements may be deemed binding on the Parties.

4 68. **Counterparts.** This Stipulation may be executed in one or more counterparts. All
5 executed counterparts and each of them, including facsimile, DocuSign, and scanned copies of the
6 signature page, will be deemed to be one and the same instrument provided that counsel for the
7 Parties to this Agreement exchange among themselves copies or originals of the signed
8 counterparts.

9 69. **Parties' Authority.** The signatories to this Stipulation, including any person
10 executing this Stipulation on behalf of a corporate signatory, warrant and represent that they are
11 fully authorized to enter into this Stipulation and to bind the Parties hereto to the terms and
12 conditions of the Stipulation.

13
14
15 IN WITNESS WHEREOF, the Parties and their counsel have executed this Stipulation on
16 the dates below. The date of the Stipulation shall be the date of the latest signature.

17
18
19 **APPROVED AS TO SUBSTANCE:**

20 DATED: 06/22/22, 2022

By:



Jerry Muro

21
22
23 DATED: _____, 2022

By:

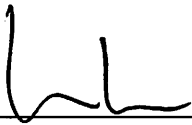
By: Katy Yashar
Authorized Agent of DKS Steel Door & Frame
Systems, Inc.

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APPROVED AS TO FORM:

DATED: 6/27, 2022

THE NOURMAND LAW FIRM, APC

By: 

Michael Nourmand

Attorneys for Plaintiff Jerry Muro

DATED: _____, 2022

NOVIAN & NOVIAN, LLP

By: _____

Farhad Novian, Esq.

Attorneys for Defendant, DKS Steel Door &
Frame Systems, Inc.

1 **APPROVED AS TO FORM:**

2

3 DATED: _____, 2022

THE NOURMAND LAW FIRM, APC

4

5

By: _____

6

Michael Nourmand

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Attorneys for Plaintiff Jerry Muro

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10 DATED: June 23, 2022

NOVIAN & NOVIAN, LLP

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By: Farhad Novian

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Farhad Novian, Esq.

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Attorneys for Defendant, DKS Steel Door &
Frame Systems, Inc.

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