

GRAHAMHOLLIS APC  
3555 FIFTH AVENUE SUITE 200  
SAN DIEGO, CALIFORNIA 92103

1 GRAHAMHOLLIS APC  
Graham S.P. Hollis (SBN 120577)  
2 ghollis@grahamhollis.com  
Vilmarie Cordero (SBN 268860)  
3 vcordero@grahamhollis.com  
Hali M. Anderson (SBN 261816)  
4 handerson@grahamhollis.com  
Erik A. Dos Santos (SBN 309998)  
5 edossantos@grahamhollis.com  
3555 Fifth Avenue Suite 200  
6 San Diego, California 92103  
Telephone: 619.692.0800  
7 Facsimile: 619.692.0822

8 Attorneys for ALEJANDRO LOPEZ

9 John K. Landay, Esq. (257573)  
jlanday@landayroberts.com  
10 Waddy Stephenson, Esq. (284009)  
wstephenson@landayroberts.com  
11 LANDAY ROBERTS LLP  
600 West Broadway, Suite 700  
12 San Diego, CA 92101  
Telephone: (619) 230-5712

13 Attorneys for Defendant Struc Steel, Inc.

14  
15 SUPERIOR COURT OF THE STATE OF CALIFORNIA

16 COUNTY OF SAN DIEGO

17 ALEJANDRO LOPEZ, individually and on  
behalf of all similarly situated employees of  
18 Defendants in the State of California,

19 Plaintiff,

20 v.

21 STRUC STEEL, INC.; and DOES 1  
THROUGH 50, inclusive,

22 Defendants.  
23  
24  
25  
26  
27  
28

Case No.: 37-2020-00017962-CU-OE-CTL

**JOINT STIPULATION OF PAGA  
SETTLEMENT AGREEMENT AND  
RELEASE**

[IMAGED FILE]

Dept: C-73

Judge: Hon. Joel R. Wohlfeil

Complaint Filed; May 29, 2020

Trial Date: None set

1 This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff ALEJANDRO  
2 LOPEZ (“Plaintiff”) and defendant STRUC STEEL, INC. (“Defendant”). The Agreement refers to  
3 Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

4 **1. DEFINITIONS.**

5 1.1 “Action” means Plaintiff’s PAGA lawsuit alleging wage and hour violations against  
6 DEFENDANT captioned *Alejandro Lopez v. Struc Steel, Inc.* initiated on May 19, 2020, and  
7 pending in Superior Court of the State of California, County of San Diego.

8 1.2 “Administrator” means Phoenix Class Action Administration Solutions (“Phoenix”), the neutral  
9 entity the Parties have agreed to appoint to administer the Settlement.

10 1.3 “Administration Expenses Payment” means the amount the Administrator will be paid from the  
11 LWDA PAGA Payment to reimburse its reasonable fees and expenses in accordance with the  
12 Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this  
13 Settlement.

14 1.4 “Court” means the Superior Court of California, County of San Diego.

15 1.5 “Defense Counsel” means Landay Roberts, LLP.

16 1.6 “Effective Date” means the date by when both of the following have occurred: (a) the Court  
17 enters a Judgment on its Order Approving the PAGA Settlement and (b) the Judgment is final.  
18 The Judgment is final as of the latest of the following occurrences: (a) the day the Court enters  
19 Judgment.

20 1.7 “Gross Settlement Amount” means \$55,000.00 which is the total amount DEFENDANT agrees  
21 to pay under the Settlement and is also referred to as the “PAGA Penalties”. The Gross  
22 Settlement Amount will be used to pay the Individual PAGA Payments, the LWDA PAGA  
23 Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the  
24 Administrator’s Expenses Payment. DEFENDANT shall fund the Gross Settlement Amount by  
25 transmitting the funds to the Administrator no later than 6 months after the Court grants approval.

26 1.8 “Individual PAGA Payment” means the PAGA Employee’s pro rata share of the Net Settlement  
27 Amount, calculated according to the number of Pay Periods the PAGA Employee worked during  
28 the PAGA Period.

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

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

1.11 “LWDA PAGA Payment” means 75% of the Gross Settlement Amount, which is \$41,250.00.

The LWDA PAGA Payment shall be used to pay the following payments in the amounts approved by the Court: PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment with the remainder remitted to the LWDA.

1.12 “Net Settlement Amount” means 25% of the Gross Settlement Amount, which is \$13,750.00.

1.13 “PAGA Counsel” means GrahamHollis, APC, the attorneys representing the Plaintiff in the Action.

1.14 “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated from the LWDA PAGA Payment to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

1.15 “PAGA Employee” means any person employed by DEFENDANT in California and classified as a non-exempt who worked for DEFENDANT at any time during the PAGA Period.

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

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

1.18 “PAGA Pay Period” means any Pay Period during which an PAGA Employee worked for DEFENDANT for at least one day during the PAGA Period. For purposes of this Settlement, Pay Periods will be calculated by counting the number of calendar days between each PAGA Employee’s first and last days of work during the PAGA Period and dividing that sum by seven, without regard to any vacations, periods of illness, or leaves of absence taken during the PAGA Period.

1.19 “PAGA Period” means the period from February 1, 2019, to January 10, 2023.

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

1.21 “PAGA Notice” means Plaintiff’s January 17, 2020 letter to DEFENDANT and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.22 “Plaintiff” means Alejandro Lopez, the named plaintiff in the Action.

1.23 "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.

1.24 “Released PAGA Claims” means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5 below.

1.25 “Released Parties” means: DEFENDANT and each of its former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, and successors.

1.26 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

1.27 DEFENDANT” means named Defendant Struc Steel, Inc.

## 2. RECITALS.

2.1 On May 29, 2020, Plaintiff commenced this Class and PAGA Action by filing a Complaint alleging causes of action against DEFENDANT for Failure to Provide Meal Periods, Failure to Provide Rest Periods, Failure to Pay Minimum and Regular Wages, Failure to Pay All Overtime Wages, Failure to Provide Recovery Periods, Failure to Indemnify Necessary Business Expenses, Failure to Maintain Accurate Itemized Wage Statements, Failure to Timely Pay All Wages Due Upon Termination of Employment, Violation of Business and Professions Code §17200, *et seq.*, and Representative Claims Under PAGA. The Complaint is the operative complaint in the Action (the “Operative Complaint.”). DEFENDANT denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged.

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

2.3 On March 8, 2022, the Parties participated in an all-day mediation presided over by Anthony Pantoni, Esq. While the Parties did not reach a Settlement at mediation, a Settlement was ultimately reached through the mediator through subsequent negotiations and production of

1 financial records.

2 2.4 Prior to mediation the Settlement, Plaintiff obtained, through formal discovery, Plaintiff obtained  
3 the contact information of Defendant's employees through a Belaire West Notice and the time  
4 and payroll records for those employees.

5 2.5 After mediation, Plaintiff also obtained Defendant's financial records, which included: tax  
6 returns, profits and loss statements, loan documents, and balance sheets. By signing this  
7 Settlement Agreement, Defendant authenticates that these financial records are true and accurate.  
8 Defense Counsel will maintain copies of these documents until the Settlement Judgment is  
9 satisfied, while Plaintiff's counsel will destroy these documents after Approval is granted.

10 2.6 On February 17, 2023, Plaintiff requested dismissal without prejudice of the Class claims. This  
11 was due to the fact that Plaintiff's counsel learned that Defendant engaged in a settlement  
12 campaign with the putative class members shortly after the filing of the Complaint. In total,  
13 Defendant produced signed settlement agreements from 29 of the 38 putative class members.

14 2.7 The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other  
15 pending matter or action asserting claims that will be extinguished or affected by the Settlement.

16 **MONETARY TERMS.**

17 3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, DEFENDANT  
18 promises to pay \$55,000.00 and no more as the Gross Settlement Amount. DEFENDANT has  
19 no obligation to pay the Gross Settlement Amount prior to Approval Order. The Administrator  
20 will disburse the entire Gross Settlement Amount without asking or requiring PAGA Employees  
21 to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert  
22 to DEFENDANT.

23 3.2 Payments from the LWDA PAGA Payment. The Administrator will make and deduct the  
24 following payments from the LWDA PAGA Payment, in the amounts specified by the Court in  
25 the Approval Order:

26 3.2.1 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than thirty five percent  
27 of the Gross Settlement Amount, which is currently estimated to be \$19,250.00 and  
28 PAGA Counsel Litigation Expenses Payment of not more than \$10,000.00.

DEFENDANT will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds DEFENDANT harmless, and indemnifies DEFENDANT, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2 To the Administrator: An Administrator Expenses Payment not to exceed \$3,350.00, except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less, or the Court approves payment less than \$3,350.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.3 To the LWDA: After deducting PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment, the remainder of the LWDA PAGA Payment will be made to LWDA. This amount is currently estimated to be \$8,650.00.

3.3 Payments from the Net Settlement Amount. The Administrator will calculate each Individual PAGA Payment by (a) dividing the Net Settlement Amount (\$13,750) by the total number of PAGA Period Pay Periods worked by all PAGA Employees during the PAGA Period and (b) multiplying the result by each PAGA Employee's PAGA Period Pay Periods. PAGA Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.4 The Administrator will report the Individual PAGA Payments on IRS 1099 Forms, if applicable.

1 **4. SETTLEMENT FUNDING AND PAYMENTS.**

2 4.1 PAGA Employee Pay Periods. Based on a review of its records to date, DEFENDANT estimates  
3 there are 30 PAGA Employees who worked a total of approximately 2,718.29 of PAGA Pay  
4 Periods.

5 4.2 PAGA Employee Data. Within 15 days after the Approval Order, DEFENDANT will  
6 simultaneously deliver the PAGA Data to the Administrator in the form of a Microsoft Excel  
7 spreadsheet. To protect PAGA Employees' privacy rights, the Administrator must maintain the  
8 PAGA Employee Data in confidence, use the PAGA Employee Data only for purposes of this  
9 Settlement and for no other purpose, and restrict access to the PAGA Employee Data to  
10 Administrator employees who need access to the PAGA Employee Data to effect and perform  
11 under this Agreement. DEFENDANT has a continuing duty to immediately notify PAGA  
12 Counsel if it discovers that the PAGA Employee Data omitted employee identifying information  
13 and to provide corrected or updated PAGA Employee Data as soon as reasonably feasible.  
14 Without any extension of the deadline by which DEFENDANT must send the PAGA Employee  
15 Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in  
16 good faith, to reconstruct or otherwise resolve any issues related to missing or omitted PAGA  
17 Employee Data.

18 4.3 Funding of Gross Settlement Amount. DEFENDANT shall the \$55,000.00 the Gross Settlement  
19 Amount by transmitting the funds to the Administrator no later than six months after the Court  
20 grants approval.

21 4.4 Payments from the Gross Settlement Amount. Within 14 days after each funding of the Gross  
22 Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the  
23 LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Expenses  
24 Payment, and Plaintiff's Individual Settlement. Disbursement of the PAGA Counsel Litigation  
25 Expenses Payment shall not precede disbursement of Individual PAGA Payments.

26 4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to  
27 the PAGA Employees via First Class U.S. Mail, postage prepaid. The face of each check  
28 shall prominently state the date (not less than 180 days after the date of mailing) when

1 the check will be voided. The Administrator will cancel all checks not cashed by the void  
2 date. Before mailing any checks, the Settlement Administrator must update the recipients'  
3 mailing addresses using the National Change of Address Database. Additionally, prior to  
4 sending out the PAGA Employee's Individual Settlement Checks, the Administrator  
5 must conduct a skip trace through Accurint or a substantially similar software. Along  
6 with the Individual PAGA Payments, the settlement administrator will mail a brief letter  
7 explaining the settlement, which is attached as Exhibit A.

8 4.4.2. The Administrator must conduct an PAGA Employee Address Search for all PAGA  
9 Employees whose checks are returned undelivered without USPS forwarding address.  
10 Within 7 days of receiving a returned check the Administrator must re-mail checks to the  
11 USPS forwarding address provided or to an address ascertained through the PAGA  
12 Employee Address Search. The Administrator need not take further steps to deliver  
13 checks to PAGA Employees whose re-mailed checks are returned as undelivered. The  
14 Administrator shall promptly send a replacement check to any PAGA Employee whose  
15 original check was lost or misplaced, requested by the PAGA Employee prior to the void  
16 date.

17 4.4.3. For any PAGA Employee whose Individual PAGA Payment check is uncashed and  
18 cancelled after the void date, the Administrator shall transmit the funds represented by  
19 such checks to the California Controller's Unclaimed Property Fund in the name of the  
20 PAGA Employee.

21 4.4.4. The payment of Individual PAGA Payments shall not obligate DEFENDANT to confer  
22 any additional benefits or make any additional payments to the PAGA Employees (such  
23 as 401(k) contributions or bonuses) beyond those specified in this Agreement.

24 **5. RELEASES OF CLAIMS.** Effective on the date when DEFENDANT fully funds the entire Gross  
25 Settlement Amount, Plaintiff and PAGA Employees will release claims against all Released Parties as  
26 follows:

27 5.1 Release by PAGA Employees: All PAGA Employees are deemed to release, on behalf of  
28 themselves and their respective former and present representatives, agents, attorneys, heirs,

administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice. This release only applies to claims for PAGA penalties during the PAGA Period.

**6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.** The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of PAGA Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with PAGA Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (iv) all facts relevant to any actual or potential conflict of interest with PAGA Employees and/or the Administrator. In their Declarations, Plaintiff and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than 30 days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

**7. SETTLEMENT ADMINISTRATION.**

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

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

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

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

**8. PAGA EMPLOYEE SIZE ESTIMATES.** Based on its records, DEFENDANT estimates that, as of the date of this Settlement Agreement, there are 30 PAGA Employees who worked approximately 2,718.29 PAGA Pay Periods during the PAGA Period.

**9. CONTINUING JURISDICTION OF THE COURT.** The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for

1 purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration  
2 matters, and (iii) addressing such post-Judgment matters as are permitted by law.

3 9.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions  
4 of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel  
5 Litigation Expenses Payment, the Parties, their respective counsel waive all rights to appeal from  
6 the Judgment, including all rights to post-judgment and appellate proceedings, the right to file  
7 motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver  
8 of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If  
9 another party appeals the Judgment, the Parties' obligations to perform under this Agreement  
10 will be suspended until such time as the appeal is finally resolved and the Judgment becomes  
11 final, except as to matters that do not affect the amount of the Net Settlement Amount.

12 **10. ADDITIONAL PROVISIONS.**

13 10.1. No Admission of Liability or Representative Manageability for Other Purposes. This Agreement  
14 represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is  
15 intended or should be construed as an admission by DEFENDANT that any of the allegations in  
16 the Operative Complaint have merit or that DEFENDANT has any liability for any claims  
17 asserted; nor should it be intended or construed as an admission by Plaintiff that DEFENDANT's  
18 defenses in the Action have merit. The Parties agree that representative treatment is for purposes  
19 of this Settlement only. If, for any reason the Court does not approve this Settlement,  
20 DEFENDANT reserves all available defenses to the claims in the Action, and Plaintiff reserves  
21 the right to contest DEFENDANT's defenses. The Settlement, this Agreement and Parties'  
22 willingness to settle the Action will have no bearing on, and will not be admissible in connection  
23 with, any litigation (except for proceedings to enforce or effectuate the Settlement and this  
24 Agreement).

25 10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together  
26 with its attached exhibits shall constitute the entire agreement between the Parties relating to the  
27 Settlement, superseding any and all oral representations, warranties, covenants, or inducements  
28 made to or by any Party.

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

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

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

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

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

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

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

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

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

10.12 Use and Return of PAGA Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by DEFENDANT in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of PAGA Employee Data received from DEFENDANT unless, prior to the Administrator's payment of all Settlement Funds, DEFENDANT makes a written request to PAGA Counsel for the return, rather than the destructions, of PAGA Employee Data.

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

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

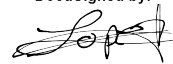
10.15 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument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

10.16 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation

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

Dated: 6/15/2023

By:

DocuSigned by:  
  
B7FCEA8A993E443...

ALEJANDRO LOPEZ  
PLAINTIFF

Dated:

STRUC STEEL, INC.

By:

MARK BROWN  
President of Defendant Struc Steel, Inc.

Dated: June 16, 2023

GRAHAMHOLLIS APC

By:



GRAHAM S.P. HOLLIS  
VILMARIE CORDERO  
ERIK A. DOS SANTOS  
Attorneys for Plaintiff ALEJANDRO LOPEZ

Dated:

LANDAY ROBERTS LLP

By:

JOHN K. LANDY  
MALCOM B. ROBERTS  
WADDY STEPHENSON  
Attorneys for Defendant Struc Steel, Inc.

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

Dated:

By: \_\_\_\_\_  
ALEJANDRO LOPEZ  
PLAINTIFF

Dated: Jun 20, 2023

STRUC STEEL, INC.

By: *mark brown* \_\_\_\_\_  
MARK BROWN  
President of Defendant Struc Steel, Inc.

Dated:

GRAHAMHOLLIS APC

By: \_\_\_\_\_  
GRAHAM S.P. HOLLIS  
VILMARIE CORDERO  
ERIK A. DOS SANTOS  
Attorneys for Plaintiff ALEJANDRO LOPEZ

Dated: 6/14/2023

LANDAY ROBERTS LLP

By: *John K. Landay* \_\_\_\_\_  
JOHN K. LANDY  
MALCOM B. ROBERTS  
WADDY STEPHENSON  
Attorneys for Defendant Struc Steel, Inc.