

SETTLEMENT AND GENERAL RELEASE AGREEMENT

This Settlement and General Release Agreement (the “Agreement”) is being entered into by Illana Piete (“Plaintiff”) on behalf of herself, the California Labor Workforce Development Agency (the “LWDA”) and all allegedly Aggrieved Employees (as defined below), on the one hand, and Sinai Temple d/b/a Mount Sinai Memorial Parks & Mortuaries (“Defendant” or “Mount Sinai”), on the other hand (collectively, the “Parties”), and is made with knowledge of the facts as set forth in Paragraphs 1 through 13 below.

FACTUAL RECITALS

1. **Definitions.** For purposes of this Agreement, the following terms will be defined as follows:

a. “Action” shall refer to Case No. 20STCV11316 the Superior Court of the State of California, for the County of Los Angeles, entitled *Illana Piete, an individual, Plaintiff v. Mt. Sinai Memorial Parks & Mortuaries, an unknown entity, and DOES 1-50, inclusive*.

b. “Administrator” shall refer to Phoenix Settlement Administrators.

c. “Aggrieved Employees” shall refer to all current and former non-exempt employees who worked for Mount Sinai during the PAGA Covered Period.

d. “Approval Date” shall refer to the date that the Court issues its Approval Order.

e. “Approval Order” shall refer to an order from the Court approving the PAGA Settlement as described in the Agreement and entering judgment dismissing the Action with prejudice.

f. “Complaint” shall refer to the Complaint filed in the Action by Plaintiff against Mount Sinai on or about March 20, 2020, alleging claims for (1) failure to pay minimum wage in violation of the Labor Code; (2) failure to pay overtime in violation of the Labor Code; (3) failure to provide meal breaks in violation of the Labor Code; (4) failure to provide rest breaks in violation of the Labor Code; (5) failure to compensate all hours in violation of the Labor Code; (6) failure to provide accurate wage statements in violation of the Labor Code; (7) failure to maintain payroll records in violation of the Labor Code; (8) waiting time penalties in violation of the Labor Code; (9) civil penalties under PAGA on behalf of all Aggrieved Employees; and (10) violations of the California Business and Professions Code.

g. “Court” shall refer to the California Superior Court for the County of Los Angeles.

h. “Gross Settlement Amount” (or the “GSA”) shall refer to the Two Hundred Thousand Dollars (\$200,000) to be paid by Defendant to resolve all Released PAGA Claims by Plaintiff, the LWDA, and the Aggrieved Employees.

i. “LWDA” shall refer to the California Labor Workforce Development Agency.

j. “Net Settlement Amount” (or the “NSA”) shall refer to the remainder of the GSA after the following monies are deducted from it: (i) Administrator’s fees and expenses; (ii) Plaintiff’s Attorneys’ fees; (iii) Plaintiff’s Attorneys’ costs; and (iv) an Enhancement Award in the amount of Five Thousand Dollars and Zero Cents (\$5,000.00) for the PAGA Representative.

k. “PAGA” shall refer to the California Labor Code Private Attorneys General Act of 2004, California Labor Code Sections 2698-2699.5.

l. “PAGA Covered Period” shall refer to the period from January 14, 2019, to the Approval Date.

m. “PAGA Notice” shall refer to the notice sent by Plaintiff, by and through counsel, on or about January 14, 2020, to the LWDA and to Defendant, alleging that Defendant engaged in violations of the California Labor Code and California Wage Orders.

n. The “PAGA Representative” shall refer to Plaintiff.

o. “PAGA Settlement” shall refer to the resolution of Plaintiff’s, the LWDA’s, and the Aggrieved Employees’ Released PAGA Claims.

p. “Released PAGA Claims” shall refer to any and all claims for civil penalties pursuant to PAGA based on the allegations in the Action and/or the PAGA Notice, whether expressly asserted in the Complaint, or arising from, or derivative of, the claims or allegations asserted in the Complaint, broadly construed, including, but not limited to, claims for civil penalties based on or arising from alleged violation by any Releasee of California Labor Code Sections 201, 202, 203, 204, 210, 216, 218.5, 223, 225.5, 226, 226.3, 226.6, 226.7, 256, 510, 512, 558, 1174, 1174.5, 1182, 1182.12, 1194, 1197, 1197.1, 1198, 1199, 2698 *et seq.*, and the California Wage Orders, whether known or unknown, suspected or unsuspected, concealed or hidden, which Plaintiff and any Aggrieved Employee have or had at any time during the PAGA Covered Period, against any of the Releasees.

q. “Releasees” shall refer to Defendant, its divisions, subsidiaries, partnerships, parents, affiliated corporations, trusts, or other related entities, past and present, and each of them, as well as its and their directors, officers, shareholders, partners, members, representatives, executors, trustees, administrators, beneficiaries, assignees, successors, business managers, agents, contractors, insurers, attorneys, and employees, past and present, and each of them and their marital community.

2. **Plaintiff’s Employment at Mount Sinai.** Plaintiff was employed by Defendant from on or about April 16, 2007, through on or about August 26, 2019. Plaintiff acknowledges that, at the outset of her employment with Mount Sinai, she executed a Mutual Agreement to Arbitrate individual claims as an employee of Mount Sinai, as well as a class action waiver. Plaintiff and Defendant acknowledge that any employment or contractual relationship between them terminated on or about August 26, 2019, and that they have no further employment or contractual relationship except as may arise out of this Agreement.

3. **Filing of PAGA Notice.** On January 14, 2020, Plaintiff filed the PAGA Notice electronically with the LWDA seeking to recover civil penalties on behalf of herself, a non-exempt employee, and other Aggrieved Employees for alleged violations of the California Labor Code (the “Labor Code”) pursuant to the PAGA.

4. **Filing of Complaint.** On March 20, 2020, Plaintiff filed the Complaint in Court.

5. **Joint Stipulation.** On May 6, 2020, the Parties jointly stipulated, among other things, to the following: (1) the deadline for Defendant to answer or otherwise respond to the Complaint was stayed pending the outcome of private mediation, which the Parties agreed to attend; (2) the Parties agreed to voluntarily exchange information and documents in preparation for the mediation confidentially under the mediation privilege; and (3) should the Parties fail to resolve this dispute at mediation, Plaintiff would proceed to arbitration on her individual wage and hour claims and Defendant would have 30 days to answer the Complaint regarding the PAGA claims.

6. **Mediation.** On September 8, 2020, the Parties attended a private mediation with Gig Kyriacou, Esq., an experienced mediator who frequently handles PAGA cases. On that date, the Parties executed a Memorandum of Agreement (the “MOA”) regarding the resolution of the Action.

7. **Denial of Liability.** Defendant denies all allegations in the Action and further denies any liability or wrongdoing of any kind associated with the claims being released herein. Defendant contends, among other things, that it has complied at all times with all applicable laws and regulations and asserts that Plaintiff and all Aggrieved

Employees were properly compensated for all time worked, and were otherwise treated at all times in compliance with all applicable laws and regulations.

8. **No EEOC/DFEH Filings.** Plaintiff expressly acknowledges and agrees that the statutory time period during which Plaintiff could have filed a complaint or charge against Defendant with the DFEH and EEOC has elapsed and any filing by Plaintiff would be untimely. Plaintiff further acknowledges that she has not heretofore filed any complaint or charge relating to her employment with Mount Sinai, or the termination thereof, with the DFEH or EEOC. Plaintiff further warrants that she was never subjected to any harassment, discrimination, or retaliation on the basis of her age nor any other protected characteristic.

9. **Workers' Compensation.** Plaintiff represents that Plaintiff has not sustained any work-related injury or illness during Plaintiff's employment with Defendant, and that Plaintiff has not filed any claim for workers' compensation benefits arising out of, or in the course of, Plaintiff's employment with Defendant.

10. **Desire to Resolve All Claims.** The Parties desire to resolve all pending and potential actions and issues raised in the Action, as well as any other potential actions and issues, without the further expenditure of time or expense of litigation and, for that reason, have entered into this Agreement. The Parties agree that this Agreement sets forth the terms and conditions of the resolution of Plaintiff's individual claims and the PAGA Settlement. This Agreement is a full release and settlement of all claims asserted or which could have been asserted by Plaintiff, the LWDA, or any of the Aggrieved Employees, including, without limitation, all claims contained in the Action, including Plaintiff's individual claims and the Released PAGA Claims.

11. **No Tax Advice.** Defendant has not made any representation to Plaintiff or any Aggrieved Employee regarding the legal or tax consequences of any funds received pursuant to this Agreement.

12. **Date of Presentation of this Agreement.** Plaintiff was presented with this Agreement on October 9, 2020.

13. **Appointment of the Administrator.** The Parties agree to use Phoenix Settlement Administrators to administer the PAGA Settlement payments to the Aggrieved Employees, which Administrator shall be vested with those duties and responsibilities as set forth at Paragraph 29.

AGREEMENT

Now, therefore, with full knowledge and agreement as to the facts set forth above, the Parties to this Agreement hereby agree as follows:

14. **Approval of Settlement by the Court.** The Parties agree to cooperate in obtaining the Approval Order from the Court, based upon a Motion drafted and filed by Plaintiff's counsel, subject to Defendant's review and approval prior to its filing by Plaintiff, explaining the settlement terms. The Parties agree to use their best efforts to expedite the preparation of, and submission to, the Court and LWDA within thirty (30) business days of the Parties' execution of this Agreement of the proposed Approval Order and supporting Motion. The Parties further agree to fully cooperate in the drafting and/or filing of any further documents or filings reasonably necessary to be prepared or filed with the Court, and shall take all steps that may be requested by the Court relating to or that are otherwise necessary to the approval and implementation of this Agreement.

15. **Contingency on Court Approval.** Because the PAGA Settlement requires approval by the Court, the Parties enter into this Agreement on a conditional basis. This Agreement is expressly contingent upon the Court's approval of the PAGA Settlement pursuant to the terms and conditions set forth in this Agreement.

16. **Pre-requisites for Distribution of Payments.** The Parties agree that prior to any payment being issued in accordance with this Agreement, and in order for this Agreement to become effective, the following must be completed:

- a. Execution and non-revocation of this Agreement by Plaintiff and Plaintiff's counsel and delivery of same to Defendant's counsel; and
- b. The delivery to Defendant's counsel of IRS Forms W-4 and W-9 as to Plaintiff; and
- c. The delivery to Defendant's counsel of IRS Form W-9 as to Plaintiff's counsel's law firm; and
- d. Plaintiff filing a brief in support of its Motion For Court Approval of the PAGA Settlement with the Court and concurrently electronically submitting the proposed settlement to the LWDA, both to occur within 30 business days of the Parties' execution and non-revocation of this Agreement; and
- e. The Court's entry of the Approval Order; and
- f. The Court's Approval Order becoming final and enforceable after any appeal period has passed or, should an appeal be filed, such appeal being denied by any appellate court.

The date on which all of the above items, a through f of Paragraph 16, have been completed shall be referred to as the "Effective Date."

17. **Agreements by Defendant.** In consideration of the covenants undertaken and releases given herein by Plaintiff on behalf of herself, the LWDA, and the Aggrieved Employees, Defendant agrees, within thirty (30) days following the Effective Date:

a. **Payment to Resolve Plaintiff's Individual Claims.** To pay to Plaintiff the sum of Twenty Five Thousand Dollars and Zero Cents (\$25,000), in conjunction with obtaining a dismissal with prejudice of Plaintiff's individual claims and a general release of all claims, as follows:

i. To pay to Plaintiff the sum of Six Thousand Two Hundred Dollars and Zero Cents (\$6,250.00) for alleged, but disputed, past and future wages, less standard payroll withholdings and authorized deductions, with such amount to be reported at year's end via IRS Form W-2; and

ii. To pay to K2 Employment Law Group, LLP Trust Account the sum of Eighteen Thousand Seven Hundred Fifty Dollars and Zero Cents (\$18,750.00) as a compensatory and liquidated amount for alleged, but disputed, civil penalties, statutory penalties, and interest, as well as attorneys' fees and costs, with such amount to be reported by year's end via IRS Form 1099.

b. **Information to Administrator.** To provide to the Administrator the names, last known address and social security number of each Aggrieved Employee, along with the data depicting the number of pay periods each Aggrieved Employee worked during the PAGA Covered Period; and

c. **Payments from the GSA.** In addition to the payment described in Paragraph 17(a), Defendant also shall pay the GSA of Two Hundred Thousand Dollars and Zero Cents (\$200,000.00) to the Administrator, which shall hold such funds in trust and disburse same as follows, subject to Court approval:

i. The Administrator shall pay to the K2 Employment Law Group, LLC, Trust Account the amount of Eighty Thousand Dollars and Zero Cents (\$80,000.00) (Forty Percent (40%) of the GSA) as attorneys' fees in prosecuting the PAGA claims in the Complaint; and

ii. The Administrator shall pay to the K2 Employment Law Group, LLC, Trust Account the amount up to Nine Thousand Five Hundred Dollars and Zero Cents (\$9,500.00) as attorneys' costs in prosecuting the PAGA claims in the Complaint; and

iii. The Administrator shall pay itself the amount of One Thousand Six Hundred Seventy-Five Dollars and Zero Cents (\$1,675.00) as administrator fees; and

iv. The Administrator shall pay to Plaintiff the amount of Five Thousand Dollars and Zero Cents (\$5,000.00) as an Enhancement Award in bringing the PAGA claims in the Complaint.

The payment of the GSA is non-reversionary, such as the total GSA will be disbursed.

d. **Payments from the NSA.** After the GSA has been distributed as set forth above in Paragraph 17(c), the balance of the funds shall be known as the NSA, and the Administrator shall disburse the NSA as follows, subject to Court approval:

i. To pay to the LWDA the amount of Seventy-Seven Thousand Eight Hundred Sixty-Eight Dollars and Seventy-Five Cents (\$77,868.75)), which represents 75% of the NSA; and

ii. To pay the remaining amount of the NSA, in the amount of Twenty-Five Thousand Nine Hundred Fifty-Six Dollars and Twenty-Five Cents (\$25,956.25), to all Aggrieved Employees on a pro-rata basis determined by the number of pay periods each such Aggrieved Employee worked for Mount Sinai during the PAGA Covered Period divided by the aggregate number of pay periods as to all Aggrieved Employees during the PAGA Covered Period. The Administrator shall issue 1099s for these payments to the Aggrieved Employees.

18. **Appeal of Court's Approval Order.** In the event of an appeal of the Court's Approval Order, the Effective Date shall not be achieved and no payment will be made pursuant to this Agreement unless and until the PAGA Settlement is affirmed by the appellate court(s) and becomes final, at which time the Effective Date shall be deemed to have occurred. In addition, the Parties shall work together to defeat any appeal of the PAGA Settlement.

19. **Reallocation of Settlement Proceeds.** In the event the Court fails, on its first hearing, to approve this Agreement because the amount of this PAGA Settlement is not adequate, then the Parties shall cooperate in good faith to reallocate the total settlement proceeds, within this Agreement, in order to try to achieve Court approval of the Agreement upon any subsequent Court hearings.

20. **Agreement Rendered Null and Void.** If an Approval Order is not granted regarding this Agreement, or if an appellate court reverses the Court's Approval Order, then the Effective Date shall not be achieved and this Agreement shall be deemed null and void, shall be of no force or effect whatsoever, and shall not be referred to or used for any purpose whatsoever.

21. **Release.** Upon Defendant's payment of the GSA to the Administrator, Plaintiff, on behalf of herself, the LWDA, and all Aggrieved Employees, acknowledges full and complete satisfaction of and releases and discharges and covenants not to sue Defendant and any Releasee from and with respect to Plaintiff's Released PAGA Claims.

a. This Agreement is intended to be effective as a bar to all Released PAGA Claims.

b. Accordingly, once Defendant has paid the Administrator by fully funding the GSA, all Aggrieved Employees and the LWDA shall be deemed to have knowingly and voluntarily released and forever discharged the Releasees to the full extent permitted by law of and from the Released PAGA Claims.

22. **Plaintiff's Individual General Release.** In consideration of the covenants undertaken herein by Defendant, and except for those obligations created by or arising out of this Agreement, Plaintiff, for herself and for Plaintiff's spouse, domestic partner, marital community, children, family, estate, trust(s), heirs, representatives, attorneys, executors, administrators, trustees, beneficiaries, successors and assigns, hereby acknowledges full and complete satisfaction of and releases and discharges and covenants not to sue Releasees with respect to any and all claims, demands, liens, agreements, contracts, covenants, actions, suits, causes of action, wages, obligations, debts, liquidated damages, penalties, interest, costs, expenses, attorneys' fees, damages, judgments, orders and liabilities of whatever kind or nature in law, equity or otherwise, whether now known or unknown, suspected or unsuspected, concealed or hidden, which Plaintiff now owns or holds or has at any time heretofore owned or held as against said Releasees, or any of them. Such released claims include specifically, but not exclusively and without limiting the generality of the foregoing, any and all claims, demands, agreements, obligations and causes of action, known or unknown, suspected or unsuspected, concealed or hidden:

a. alleged or set forth in the pleadings in the Action; or

b. arising out of or in any way connected with any transactions, occurrences, acts or omissions set forth or facts alleged in pleadings on file in the Action; or

c. arising out of or in any way connected with any transactions, occurrences, acts or omissions set forth, or facts alleged, in any and all charges, complaints, claims or pleadings filed by Plaintiff against any Releasee prior to the date hereof with any city, county, state or federal agency, commission, office or tribunal whatsoever; or

d. arising out of or in any way connected with any transactions, occurrences, acts or omissions occurring prior to the date hereof, including specifically without limiting the generality of the foregoing any claim under Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act (29 U.S.C. Section 621 *et seq.*), the Americans with Disabilities Act, the Employee Retirement Income Security Act, the National Labor Relations Act, the Fair Labor Standards Act, the Family and Medical Leave Act, the California Constitution, the California Labor Code, the California Civil Code, the California Government Code, the California Business & Professions Code, the California Family Rights Act, the California Fair Employment and Housing Act, or any other federal, state, or local statute or regulation.

23. **No Admission of Liability.** While this Agreement resolves all issues between Defendant and Plaintiff on an individual basis and between Defendant and Plaintiff, the LWDA, and the Aggrieved Employees as to the Released PAGA Claims, as well as any future effects of any acts or omissions, it does not constitute an admission by Defendant of any of the matters alleged in the Action, nor of any violation of federal, state, or local law, ordinance or regulation, nor of any violation of Defendant's policies, procedures, or of any liability or wrongdoing whatsoever. Neither this Agreement nor anything in this Agreement shall be construed to be or shall be admissible in any proceeding as evidence of liability or wrongdoing by Defendant. This Agreement may be introduced, however, in any proceeding to enforce this Agreement

24. **Full and Complete Defense.** This Agreement may be pleaded by any Releasee as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit or other proceeding that has been or may be instituted, prosecuted or attempted, asserting any Released PAGA Claim.

25. **Section 1542 Release by Plaintiff.** It is a further condition of the consideration hereof and is the intention of Plaintiff in executing this instrument that the same shall be effective as a bar as to each and every claim, demand and cause of action hereinabove specified and, in furtherance of this intention, Plaintiff hereby expressly waives any and all rights or benefits conferred by the provisions of SECTION 1542 OF THE CALIFORNIA CIVIL CODE and expressly consents that this Agreement shall be given full force and effect according to each and all of its express terms and conditions, including those relating to unknown and unsuspected claims, demands and causes of actions, if any, as well as those relating to any other claims, demands and causes of actions hereinabove specified. SECTION 1542 provides:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR

HER SETTLEMENT WITH THE DEBTOR OR
RELEASED PARTY.”

Plaintiff acknowledges that Plaintiff may hereafter discover claims or facts in addition to or different from those which Plaintiff now knows or believes to exist with respect to the subject matter of this Agreement and which, if known or suspected at the time of executing this Agreement, may have materially affected this settlement. Nevertheless, Plaintiff hereby waives any right, claim or cause of action that might arise as a result of such different or additional claims or facts. Plaintiff acknowledges that Plaintiff understands the significance and consequence of such release and such specific waiver of SECTION 1542.

26. **Receipt of All Wages.** Plaintiff acknowledges and agrees that, except as asserted in the Action, Plaintiff has received all wages, salary, commissions, bonuses, expenses, and benefits to which Plaintiff was lawfully entitled arising from Plaintiff's employment with Defendant. Accordingly, Plaintiff acknowledges and agrees that no additional earned wages, salary, commissions, bonuses, expenses, or benefits are due or owing to Plaintiff for any period of Plaintiff's employment with Defendant, and that, upon the receipt of any wages due under this Agreement, Plaintiff is unaware of any facts or circumstances indicating that Plaintiff may have any outstanding claim for unpaid wages. Consequently, California Labor Code Section 206.5 is not applicable to the resolution of this matter by the Parties hereto. Section 206.5 provides in pertinent part as follows:

An employer shall not require the execution of a release of a claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of those wages has been made. A release required or executed in violation of the provisions of this section shall be null and void as between the employer and the employee. Violation of this section by the employer is a misdemeanor.

27. **No Assistance with Litigation.** Plaintiff will not engage in or assist in any litigation against Defendant or any Releasee relating to anything occurring prior to the Approval Date, except as compelled by order of a court or as necessary to participate in an investigation or proceeding conducted by the United States Equal Employment Opportunity Commission (“EEOC”), the California Department of Fair Employment and Housing (“DFEH”), or other governmental agency. Plaintiff further acknowledges and understands that this Agreement does not prohibit Plaintiff from filing an administrative charge or claim with: (a) the EEOC or DFEH or any state or local agency authorized to accept such charge or claim, or (b) the United States National Labor Relations Board. This Agreement does, however, preclude Plaintiff from receiving any monetary, injunctive, or other personal relief related in whole or in part to claims released in this

Agreement. Should any individual or entity who is not subject to this Agreement bring an administrative charge, claim, or action against Defendant or any Releasee that results in assignable recovery or relief for Plaintiff, Plaintiff waives any right to such recovery or relief and specifically assigns to Defendant and/or any Releasee, as the case may be, the right to any such recovery or relief arising from such proceeding.

28. **Consideration of Agreement by Plaintiff.** Plaintiff shall have twenty-one (21) days from the date Plaintiff receives this Agreement in which to consider and sign this Agreement. Any changes, whether material or immaterial, made to this Agreement after it was first presented to Plaintiff shall not restart the running of the 21-day consideration period. Plaintiff is hereby advised to consult with an attorney. If Plaintiff agrees to all the provisions of this Agreement, Plaintiff shall return the executed original of this Agreement to Attorney Allison R. Musante, Swerdlow Florence Sanchez Swerdlow & Wimmer, 9401 Wilshire Blvd., Suite 828, Beverly Hills, CA 90212. Plaintiff shall have seven (7) days from the date Plaintiff signs the Agreement within which to revoke the Agreement, and any such revocation of the Agreement must be in writing and hand delivered during the revocation period to Ms. Musante. If this Agreement is revoked by Plaintiff, the MOA remains a valid and enforceable settlement agreement between the Parties.

29. **Administrator's Duties.** The Administrator's duties of administration shall include, without limitation, the following:

a. The Administrator shall receive the list of Aggrieved Employees to be produced by Defendant, printing and mailing the Court approved PAGA Notice, performing necessary additional skip traces on Notices and/or checks returned as undeliverable, calculating Aggrieved Employees' shares of the NSA, preparing and mailing of settlement checks and the court-approved notice related thereto, responding to Aggrieved Employees' inquiries as appropriate, preparing any appropriate tax forms in connection with the settlement payments and remitting those forms and all required payments to the appropriate governmental agencies, and generally performing all normal and customary duties associated with the administration of such settlements. All administration fees for the Administrator's services will be paid out of the GSA.

b. Within ten (10) business days of receipt of the list of Aggrieved Employees, the Administrator will send all checks to Aggrieved Employees to each Aggrieved Employee's last known address on file with Defendant and shall remain valid and negotiable for 180 days from the date of their issuance. If any checks are returned as undeliverable, the Administrator shall promptly attempt to locate an alternate, updated address for the Aggrieved Employee at issue, by using an address refresher database and shall attempt one (1) re-mailing of Aggrieved Employee's payment. If any checks are not cashed within 180 days of mailing and re-mailing, those checks shall be cancelled, and thereafter, those residual funds shall be sent by the Administrator to the California State

Controller Office's Unclaimed Property Fund in the name(s) and amount(s) of the PAGA Settlement Aggrieved Employees who did not cash his or her payment check(s). The payments made to Aggrieved Employees under this paragraph will be accompanied by the "Notice of PAGA Settlement and Release of Claims," which shall be submitted to the Court by Plaintiff as part of her Motion supporting the proposed Approval Order.

30. **No Defamatory Statements.** Plaintiff will not make, or encourage anyone else to make, any defamatory or maliciously false statements or remarks about Defendant, any of its employees, and/or any of its services; this restriction includes, but is not limited to, Plaintiff not making any such statements or remarks on Yelp, Glassdoor, LinkedIn, Facebook, other social media, and other online forums.

31. **No Assignment.** Plaintiff warrants and represents that Plaintiff has not heretofore assigned or transferred to any person not a party to this Agreement any released matter or any part or portion thereof and Plaintiff shall defend, indemnify and hold harmless Releasees from and against any claim (including the payment of attorneys' fees and costs actually incurred whether or not litigation is commenced) based on or in connection with or arising out of any such assignment or transfer made, purported or claimed.

32. **Payment of Taxes.** Plaintiff and the Aggrieved Employees shall pay any federal or state taxes that may be required to be paid with respect to this Agreement, and Defendant and all Releasees shall have no liability as to Plaintiff's or the Aggrieved Employees' federal or state taxes with respect to any payments received as a result of this Agreement.

33. **Invalidity and Integrated Agreement.** If any provision of this Agreement or its application is held invalid, the invalidity shall not affect other provisions or applications of the Agreement which can be given effect without the invalid provisions or application and, therefore, the provisions of this Agreement are declared to be severable. This Agreement is an integrated agreement and is the entire agreement of the Parties. This Agreement, after the passage of the revocation period without revocation having occurred, supersedes all prior negotiations and all agreements, whether written or oral, including the MOA executed by and between the Parties on September 8, 2020. This Agreement may be modified only by a writing signed by all of the Parties. This Agreement may be executed in counterparts. Any copy or facsimile of this Agreement shall be as effective as an original.

34. **Court Retains Jurisdiction.** The Parties agree that upon the entry of judgment of dismissal pursuant to the terms of this Agreement, that, pursuant to Code of Civil Procedure Section 664.6, the Court shall retain exclusive and continuing equity jurisdiction of this Action over all Parties to interpret, enforce, and effectuate the terms, conditions, intents and obligations of this Agreement.

35. **Enforceability.** Pursuant to California Evidence Code Section 1123(a) and (b), this Agreement is intended by the Parties to be, and shall be, enforceable, binding and admissible in a court of law.

36. **No Waiver.** No waiver of any breach of any term or provision of this Agreement shall be construed to be, or shall be, a waiver of any other breach of this Agreement. No waiver shall be binding unless in writing and signed by the party waiving the breach.

37. **Cooperation.** All Parties agree to cooperate fully and to execute any and all supplementary documents and to take all additional actions that may be necessary or appropriate to give full force to the basic terms and intent of this Agreement and which are not inconsistent with its terms.

38. **Headings Not Controlling.** The Headings in this Agreement are for ease of reference and are not to be deemed controlling under any circumstances.

39. **Acknowledgements.** The undersigned acknowledge that they have read this Agreement, that they have had opportunity to consult with an attorney, that they have had a reasonable amount of time to consider this Agreement, that they fully understand and appreciate its meaning, and that it includes a full and final release and settlement of all of Plaintiff's individual claims and Plaintiff's, the LWDA's, and the Aggrieved Employees' Released PAGA Claims, whether such claims are currently known or not, as of the date of signing that such parties they may have against Defendant, and Plaintiff voluntarily signs it in her individual and representative capacities.

[SIGNATURE BLOCK ON NEXT PAGE]

EXECUTED this Oct 14, 2020 day of October, 2020, at Los Angeles County, California.


Illana Piete (Oct 14, 2020 15:40 EDT)

Illana Piete, Individually and as a
putative representative for the Aggrieved
Employees

Approved as to form:
K2 EMPLOYMENT LAW GROUP, LLP

Douglas H. Hoang, Esq.

By 
Doug Hoang (Oct 14, 2020 12:58 PDT)

Douglas H. Hoang, Esq.
Attorneys for Illana Piete and the
Aggrieved Employees

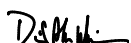
SINAI TEMPLE d/b/a

MOUNT SINAI MEMORIAL PARKS & MORTUARIES

By 
Howard Kaplan (Oct 14, 2020 13:27 PDT)

Howard Kaplan, General Manager and Assistant Secretary

Approved as to form:
SWERDLOW FLORENCE SANCHEZ SWERDLOW & WIMMER
A Law Corporation
David A. Wimmer, Esq.

By 
David Wimmer (Oct 14, 2020 13:30 PDT)

David A. Wimmer, Esq.
Attorneys for Sinai Temple d/b/a
Mount Sinai Memorial Parks & Mortuaries

EXHIBIT A

ACKNOWLEDGMENT AND WAIVER

I, Illana Piete, hereby acknowledge that I was given 21 days to consider the foregoing Agreement and knowingly and voluntarily chose to sign the Agreement prior to the expiration of the 21-day period. I have not been induced to sign this Agreement prior to the expiration of the 21-day period through fraud, misrepresentation, threat to withdraw or alter the Agreement prior to the expiration of the 21-day period, or by providing different terms to me if I choose to sign the Agreement prior to the expiration of the 21-day period.

I declare under penalty of perjury under the laws of the State of California and the United States of America that the foregoing is true and correct.

EXECUTED this ^{Oct 14, 2020} ____ day of October 2020, at _____, California.



Illana Piete (Oct 14, 2020 15:40 EDT)

Illana Piete

Piete Settlement and General Release Agreement

Final Audit Report

2020-10-14

Created:	2020-10-14
By:	Leslyn Sellers (lsellers@swerdlowlaw.com)
Status:	Signed
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"Piete Settlement and General Release Agreement" History

-  Document created by Leslyn Sellers (lsellers@swerdlowlaw.com)
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