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Attorneys for Plaintiff Hector Beltran
and others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

HECTOR BELTRAN, on behalf of himself and
all those similarly situated,

Plaintiff,

v.

SIGNRESOURCE, LLC a limited liability
company; and DOES 1 through 10, inclusive,

Defendants.

Case No. 20STCV00709

Assigned for all purposes to the Hon. Daniel S.
Murphy, Department 32

**PAGA REPRESENTATIVE ACTION
SETTLEMENT AGREEMENT AND
RELEASE**

Date Action Filed: January 8, 2020

1 This Settlement Agreement and Release is made and entered into between (1) Plaintiff Hector
2 Beltran (“Plaintiff”), individually and on behalf of all PAGA Settlement Members (as defined herein)
3 and (2) SignResource, LLC. (“Defendant”) (referred to collectively as the “Parties”), subject to approval
4 from the Court, as provided below.

5 The Parties intend this PAGA Representative Action Settlement Agreement and Release to fully,
6 finally, and forever resolve, discharge, and settle the Released PAGA Claims, upon and subject to the
7 terms and conditions hereof, as follows:

8 **1. DEFINITIONS**

9 **1.1 “Action”** refers to the civil action entitled *Hector Beltran v. SignResource, LLC,*
10 *et al.* Los Angeles Superior Court Case Number 20STCV00709. The Action is a representative action
11 under the Private Attorneys General Act of 2004 (“PAGA”).

12 **1.2 “Agreement”** refers to this PAGA Representative Action Settlement Agreement
13 and Release.

14 **1.3 “Approval Order”** refers to the order issued and entered by the Court following a
15 motion for approval of this Settlement.

16 **1.4 “Complaint”** refers to the operative complaint filed in the Action, which is the
17 First Amended Complaint.

18 **1.5 “Defendant”** refers to SignResource, LLC.

19 **1.6 “Defendant’s Counsel”** refers to Seyfarth Shaw LLP. For purposes of providing
20 any notices required under this Settlement, Defendant’s Counsel shall refer to: Andrew M. McNaught,
21 Seyfarth Shaw, LLP 560 Mission Street, 31st Floor, San Francisco, CA 94105.

22 **1.7 “Effective Date”** refers to the date upon which both of the following have
23 occurred: (i) approval of the PAGA Settlement is granted by the California Superior Court, County of
24 Los Angeles, or other court assuming jurisdiction of this matter, and (ii) the Court’s Judgment approving
25 the PAGA Settlement becomes Final. Final shall mean the latest of: (i) if there is an appeal of the
26 Court’s Judgment, the date the Judgment is affirmed on appeal, the date of dismissal of such appeal, or
27 the expiration of the time to file a petition for writ of certiorari to the United States Supreme Court or
28 California Supreme Court; (ii) if a petition for writ of certiorari is filed, the date of denial of the petition

1 for writ of certiorari, or the date the Judgment is affirmed pursuant to such petition; or (iii) if no appeal
2 is filed, the expiration date of the time for filing or noticing any appeal of the Judgment; *i.e.*, sixty (60)
3 days from entry of the Judgment.

4 **1.8 “Eligible Pay Periods”** refers to a pay period in which a PAGA Settlement
5 Member was employed by Defendant during the PAGA Period and received any regular pay for
6 performing work. Any pay period in which the PAGA Settlement Member did not receive any regular
7 pay will not be an Eligible Pay Period, even if the PAGA Settlement Member received other pay (such
8 as PTO, for example). Eligible Pay Periods will include only pay periods during which each PAGA
9 Settlement Member worked (e.g., excluding leaves of absence, any other absences, vacation, and any
10 pay periods during which the PAGA Settlement Member did not perform any work).

11 **1.9 “Gross Settlement Amount”** refers to the maximum settlement payment
12 Defendant may be obligated to make in connection with the Settlement, which in this case is no more
13 than \$197,499.00. This sum shall include all Individual Settlement Payments made to PAGA Settlement
14 Members, Settlement Administration Costs, the Service Award, the LWDA Payment, and Attorneys’
15 Fees and Costs, as set forth below. No portion of the Gross Settlement Amount shall revert to
16 Defendant.

17 **1.10 “Individual Settlement Payment”** refers to the amount calculated by the
18 Settlement Administrator to be distributed to each individual PAGA Settlement Member.

19 **1.11 “Judgment”** refers to the final judgment by the Court after approval of the
20 Settlement.

21 **1.12 “LWDA”** refers to the California Labor & Workforce Development Agency.

22 **1.13 “LWDA Payment”** refers to the seventy-five percent (75%) of the Net Settlement
23 Amount that constitutes the LWDA’s share of the settlement of civil penalties paid under this Settlement
24 pursuant to the PAGA.

25 **1.14 “Service Award”** refers to any payment that the Court awards to Plaintiff for his
26 effort in prosecuting the Action on behalf of the PAGA Settlement Members and in exchange for his
27 signing a general release of claims.
28

1 **1.15 “Net Settlement Amount”** refers to the Gross Settlement Amount minus the
2 Settlement Administration Costs, Attorneys’ Fees and Costs, and Service Award. The Net Settlement
3 Amount shall include all Individual Settlement Payments due to PAGA Settlement Members and the
4 LWDA Payment. The Net Settlement Amount is the maximum amount that shall be available for
5 distribution to the LWDA and PAGA Settlement Members.

6 **1.16 “PAGA”** refers to the Private Attorneys General Act of 2004.

7 **1.17 “PAGA Distribution Fund”** refers to the twenty-five percent (25%) of the Net
8 Settlement Amount that will be distributed to PAGA Settlement Members.

9 **1.18 “PAGA Period”** refers to the period of May 21, 2018 through the date the Court
10 issues the Approval Order or April 31, 2022, whichever is earlier.

11 **1.19 “PAGA Settlement Members”** refers to all non-exempt employees employed by
12 Defendant in California at any time during the PAGA Period. It is estimated in good faith that there are
13 547 PAGA Settlement Members as of November 3, 2021, who worked an estimated 19,696 Eligible Pay
14 Periods through November 3, 2021.

15 **1.20 “PAGA Settlement Member”** refers to individual PAGA Settlement Members.

16 **1.21 “Parties”** refers to Plaintiff and Defendant.

17 **1.22 “Plaintiff”** refers to Hector Beltran.

18 **1.23 “Plaintiff’s Counsel”** refers to Moon & Yang, APC. For purposes of providing
19 any notices required under this Settlement, Plaintiff’s Counsel shall refer to Kane Moon, H. Scott
20 Leviant and Lilit Tunyan, Moon & Yang, APC, 1055 W. 7th St., Suite 1880, Los Angeles, CA 90017.

21 **1.24 “Released PAGA Claims”** refers to those claims defined in Paragraph 5.1 of this
22 Settlement. The Released PAGA Claims shall apply to all PAGA Settlement Members.

23 **1.25 “Released Parties”** refers to Defendant and its past, present, and future
24 subsidiaries, parents, affiliates, predecessors, insurers, agents, employees, successors, assigns, officers,
25 officials, directors, attorneys, personal representatives, executors, and shareholders, including their
26 respective pension, profit sharing, savings, health, and other employee benefits plans of any nature, the
27 successors of such plans, and those plans’ respective current or former trustees and administrators,
28 agents, employees, and fiduciaries.

1 **1.26** “**Settlement**” refers to the terms of this Agreement.

2 **1.27** “**Settlement Administrator**” refers to the third-party administrator, who the
3 Parties mutually select, subject to Court approval, to perform the settlement administration and
4 distribution of payment functions further described in this Settlement. The Settlement Administrator
5 shall establish its own employer identification number and file an Internal Revenue Service Form W-9.
6 The Settlement Administrator shall meet all of the requirements to establish a Qualified Settlement Fund
7 (“QSF”) pursuant to U.S. Treasury Regulation Section 468B-1.

8 **2. PROCEDURAL HISTORY AND RECITALS**

9 **2.1 The Action.** On January 6, 2020, Plaintiff Hector Beltran submitted a letter to the
10 LWDA, alleging that Defendant had engaged in various violations of the California Labor Code. On
11 March 11, 2020, Plaintiff filed a First Amended Complaint in Los Angeles County Superior Court, Case
12 No. 20STCV00709, asserting a claim for civil penalties under PAGA as to Defendant.

13 **2.2 Plaintiff’s Counsel’s Investigation.** Plaintiff’s Counsel thoroughly investigated
14 the claims against Defendant in the Action and analyzed all applicable defenses raised by Defendant.
15 Such investigation included, but was not limited to, review and analysis of reimbursement data and time
16 records produced by Defendant, interviews with PAGA Settlement Members, and review of
17 Electronically Stored Information (“ESI”) from a sample of employees produced by Defendant.

18 **2.3 Defendant’s Denials.** Defendant denies and continues to deny: (a) all of the
19 allegations made in the Action; (b) that it violated any applicable laws; and (c) that it is liable or owes
20 damages, penalties, or other compensation or remedies to anyone with respect to the alleged facts or
21 claims asserted in the Action. Defendant emphasizes that the Court has not made any findings of
22 liability as to Defendant. Nonetheless, without admitting or conceding any liability or wrongdoing
23 whatsoever and without admitting or conceding that representative treatment is appropriate for any
24 purpose other than settlement purposes alone, Defendant has agreed to settle the Action to avoid the
25 burden, expense, and uncertainty of continuing the Action. Any stipulations or statements by Defendant
26 contained in this Settlement are made for settlement purposes only.

27 **2.4 Plaintiff’s Counsel’s Evaluation.** Based on Plaintiff’s Counsel’s investigation
28 and evaluation, Plaintiff’s Counsel is of the opinion that the terms set forth in this Settlement are fair,

1 reasonable, adequate, and in the best interest of the PAGA Settlement Members. Plaintiff's Counsel
2 diligently and effectively investigated Plaintiff's claims, drafted the Complaint, interviewed witnesses,
3 reviewed and analyzed documents and data produced. Plaintiff's Counsel is of the belief that the risk of
4 further litigation resulting in no recovery of any relief or a recovery of less than the full value of the
5 claims for Plaintiff and PAGA Settlement Members was a significant factor in determining that this
6 Settlement is fair, reasonable, and adequate.

7 **2.5 The Parties' Intent.** It is the desire of the Parties to fully, finally, and forever
8 settle, compromise, and discharge any and all claims, rights, demands, charges, complaints, causes of
9 action, obligations or liability of any and every kind that were or could have been asserted in the Action.

10 **2.6 The Parties' Agreement to Cooperate.** The Parties agree to cooperate and to
11 take all steps necessary and appropriate to effectuate all aspects of this Settlement.

12 **3. SETTLEMENT ADMINISTRATOR**

13 **3.1 Settlement Administrator.** The Parties request that the Court appoint Phoenix
14 Class Action Administration Solutions as Settlement Administrator. All disputes relating to the
15 Settlement Administrator's performance of its duties, after good-faith efforts by the Parties to first
16 resolve such disputes, will be referred to the Court, if necessary, which will have continuing jurisdiction
17 over this Settlement until all payments and obligations contemplated by this Settlement have been fully
18 completed.

19 **3.2 Data for Settlement Administrator.** Within fifteen (15) calendar days of the
20 entry of the Approval Order, Defendant shall provide to the Settlement Administrator the following
21 information: (1) name of each PAGA Settlement Member; (2) last known address of each PAGA
22 Settlement Member; (3) the number of Eligible Pay Periods for each PAGA Settlement Member and any
23 other information required to Settlement Administrator to independently verify Eligible Pay Periods; and
24 (4) Social Security Numbers for each PAGA Settlement Member (collectively referred to as "PAGA
25 Member Data").

26 **3.3 Confidentiality of PAGA Member Data.** Defendant is providing the PAGA
27 Member Data confidentially, and the Settlement Administrator shall treat the PAGA Member Data as
28 private and confidential and take all necessary precautions to maintain the confidentiality of the PAGA

1 Member Data. The Settlement Administrator is to use this information only to carry out the Settlement
2 Administrator's duties as specified in this Settlement. The Settlement Administrator shall return the
3 data to Defendant or confirm its destruction upon completion of the Settlement Administrator's duties in
4 administering the Settlement. The PAGA Member Data shall not be shared with Plaintiff's Counsel
5 unless it is necessary in order for Plaintiff's Counsel to fulfill its ethical obligations, including
6 responding to inquiries from PAGA Settlement Members. And in no event shall the Settlement
7 Administrator share any PAGA Member Data with Plaintiff's Counsel prior to consultation with and
8 approval by Defendant's Counsel.

9 **4. DISTRIBUTION OF SETTLEMENT PROCEEDS**

10 **4.1 Gross Settlement Amount.** Defendant agrees to pay a maximum of \$197,499.00
11 toward the Gross Settlement Amount.

12 **4.2 Attorneys' Fees and Costs.** Plaintiff's Counsel intends to request—and
13 Defendant agrees not to oppose—that the Court approve an award for (a) attorneys' fees in the amount
14 up to thirty-three percent (33%) of the Gross Settlement Amount (i.e., \$65,767); and (b) costs and
15 expenses of suit supported by adequate documentation by Plaintiff's Counsel not to exceed \$15,000
16 (collectively referred to as "Attorneys' Fees and Costs"). Except as provided in this Settlement,
17 Defendant shall have no liability for any other Attorneys' Fees or Costs.

18 **4.2.1 Approval of Attorneys' Fees and Costs Not Material.** The Court's
19 approval of the Attorneys' Fees and Costs is not a material term of the Settlement. If the Court does not
20 approve or approves only a lesser amount than that requested by Plaintiff's Counsel for Attorneys' Fees
21 or Costs, the other terms of this Settlement shall still apply. The Court's refusal to approve the
22 Attorneys' Fees or Costs requested by Plaintiff's Counsel does not give Plaintiff or Plaintiff's Counsel
23 any basis to abrogate the Settlement. Any amount of the Attorneys' Fees and Costs requested by
24 Plaintiff's Counsel but unapproved by the Court shall be allocated to the Net Settlement Amount.

25 **4.2.2 Timing of Payment of Attorneys' Fees and Costs.** The Settlement
26 Administrator shall pay to Plaintiff's Counsel, Moon & Yang, APC, any approved Attorneys' Fees and
27 Costs no later than thirty (30) calendar days after the Effective Date. Moon & Yang, APC will be
28 responsible for allocating this payment among all Plaintiff's Counsel in accordance with the firms' co-

1 counsel agreement. The Settlement Administrator shall issue an Internal Revenue Service Form 1099 to
2 Plaintiff's Counsel, Moon & Yang, APC, for any Attorneys' Fees and Costs payment. Plaintiff's
3 Counsel shall be solely and legally responsible for paying all applicable taxes on any Attorneys' Fees
4 and Costs payments and shall indemnify and hold harmless Defendant from any claim or liability for
5 taxes, penalties, or interest arising as a result of the payment.

6 **4.3 Service Award Payment to Plaintiff.** Plaintiff's Counsel intends to request—
7 and Defendant agrees not to oppose—that the Court award a Service Award to Plaintiff Hector Beltran-
8 in an amount of \$7,500 to be drawn from the Gross Settlement Amount. Any Service Award would be
9 in addition to the Plaintiff's Individual Settlement Payment. To the extent that the Court approves less
10 than the amount of the Service Award that Plaintiff's Counsel requests, the difference will be included
11 in the Net Settlement Amount.

12 **4.3.1 Approval of Service Award Not Material.** The Court's approval of the
13 Service Award is not a material term of this Agreement. If the Court does not approve or approves only
14 a lesser amount than that requested for the Service Award, then the other terms of this Agreement shall
15 remain in effect.

16 **4.3.2 Timing of Service Award.** The Settlement Administrator shall pay any
17 Service Award within thirty (30) calendar days after the Effective Date. The Settlement Administrator
18 shall issue an IRS Form 1099 to Plaintiff for the Service Award. Plaintiff shall be solely responsible for
19 paying all applicable taxes on any Service Award and shall indemnify and hold harmless Defendant
20 from any claim or liability for taxes, penalties, or interest arising as a result of the Service Award.

21 **4.4 Settlement Administration Costs.** Plaintiff's Counsel intends to request—and
22 Defendant agrees not to oppose—that the Court approve the costs of settlement administration currently
23 estimated not to exceed \$10,000 ("Settlement Administration Costs"). The Settlement Administration
24 Costs approved by the Court will be paid from the Gross Settlement Amount. Any amount of
25 Settlement Administration Costs requested by Plaintiff's Counsel but unapproved by the Court shall be
26 allocated to the Net Settlement Amount. Upon completion of administration of the Settlement set forth
27 in this Agreement, the Settlement Administrator shall provide written certification of such completion to
28 Plaintiff's Counsel and Defendant's Counsel.

1 **4.4.1 Timing of Payment of Settlement Administration Costs.** The
2 Settlement Administrator shall pay itself any approved Settlement Administration Costs from the Gross
3 Settlement Amount within thirty-five (35) calendar days after the Effective Date.

4 **4.4.2 Approval of Administration Costs Not Material.** The Court's approval
5 of the Settlement Administration costs is not a material term of this Agreement. If the Court does not
6 approve or approves only a lesser amount than that requested for Administration costs, then the other
7 terms of this Agreement shall remain in effect.

8 **4.5 LWDA Payment.** The Parties will seek approval from the Court for an LWDA
9 Payment consisting of seventy-five percent (75%) of the Net Settlement Amount as the LWDA's share
10 of the settlement of civil penalties paid under this Settlement pursuant to PAGA ("LWDA Payment").
11 The remaining twenty-five percent (25%) of the Net Settlement Amount will constitute the "PAGA
12 Distribution Fund" for distribution to PAGA Settlement Members.

13 Each PAGA Settlement Member will be eligible to receive a portion of the Net Settlement
14 Amount based on the following formula:

15 The individual PAGA Settlement Share payment to each PAGA Settlement Member will
16 be calculated by dividing the number of Eligible Pay Periods attributed to him or her by
17 the number of all Eligible Pay Periods attributed to all PAGA Settlement Members
multiplied by the PAGA Distribution Fund.

18 The PAGA Member Data shall be used for purposes of calculating Individual Settlement
19 Payments. Defendant's records shall be determinative for purposes of calculating the number of
20 Eligible Pay Periods and any payments to PAGA Settlement Members. The Settlement Administrator
21 shall issue a check to each PAGA Settlement Member for their Individual Settlement Payment no later
22 than thirty (30) calendar days after the Effective Date with a letter explaining the payment, a true and
23 correct copy of which is attached hereto as "Exhibit A." Prior to mailing, the Settlement Administrator
24 will update the mailing addresses contained in the PAGA Member Data against the National Change of
25 Address Database.

26 Individual Settlement Payments will be characterized entirely as Form 1099 income.

27 **4.6 Undeliverable or Uncashed Checks.** Any Individual Settlement Payment
28 checks returned to the Settlement Administrator as undeliverable shall be sent within five (5) calendar

1 days via First Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is
2 provided, the Settlement Administrator shall attempt to determine the correct address using a single
3 computer skip-trace search, and it shall then perform a re-mailing within five (5) calendar days. Any
4 Individual Settlement Payment checks that remain undeliverable or uncashed one hundred eighty (180)
5 calendar days after the postmarked date of the initial mailing of the Individual Settlement Payments will
6 be cancelled and the funds associated with such checks will be sent, to the California State Controller's
7 Office, Unclaimed Property Fund in the names of such PAGA Settlement Members. The Settlement
8 Administrator shall notify Plaintiff's Counsel and Defendant's Counsel of any undeliverable checks.

9 **4.7 Reminder Mailing.** The Settlement Administrator shall send a reminder mailing
10 to each Settlement PAGA Member who has not cashed his or her Individual Settlement Payment check
11 ninety (90) calendar days after checks are mailed.

12 **4.8 Funding of Gross Settlement Amount.** Defendant shall deposit the Gross
13 Settlement Amount into the Qualified Settlement Fund established by the Settlement Administrator
14 within twenty (20) calendar days after the Effective Date.

15 **4.9 Tax Payment Considerations.** Plaintiff's Counsel and Defendant are not giving
16 any tax advice in connection with the Settlement or any payments to be made pursuant to the Settlement.

17 **4.10 No Tax Advice or Liability.** Each PAGA Settlement Member agrees to
18 indemnify, and to hold harmless, Defendant from any liability for taxes, fees, costs, or assessments
19 resulting from his or her failure to timely pay taxes, interest, fees, or penalties owed.

20 **4.11 No ERISA Impact.** None of the payments made pursuant to the Settlement shall
21 be considered for purposes of determining eligibility for, vesting or participation in, or contributions to
22 any benefit plan, including, without limitation, all plans subject to the Employee Retirement and Income
23 Security Act of 1974 ("ERISA"). Any distribution of payments to Plaintiff or PAGA Settlement
24 Members shall not be considered as a payment of wages or compensation under the terms of any
25 applicable benefit plan and shall not affect participation in, eligibility for, vesting in, the amount of any
26 past or future contribution to, or level of benefits under any applicable benefit plan. Any amounts paid
27 will not impact or modify any previously credited hours of service or compensation taken into account
28 under any benefit plan sponsored or contributed to by Defendant or any jointly-trusted benefit plan.

For purposes of this Settlement, “benefit plan” means each and every “employee benefit plan,” as defined in 29 U.S.C. Section 1002(3), and, even if not thereby included, any 401(k) plan, bonus, pension, stock option, stock purchase, stock appreciation, welfare, profit sharing, retirement, disability, vacation, severance, hospitalization, insurance, incentive, deferred compensation, or any other similar benefit plan, practice, program, or policy.

5. RELEASES

5.1 Release by PAGA Settlement Members. By operation of the entry of the Approval Order and Judgment, and except as to such rights or claims as may be created by this Settlement, each PAGA Settlement Member will release the Released Parties of all claims for PAGA civil penalties alleged in the Complaint or that could have been alleged based on the facts alleged in the Complaint pertaining to Plaintiff and the PAGA Settlement Members. This includes, but is not limited to, claims for PAGA civil penalties based on alleged violations of California Labor Code sections 201-204, 218.5, 226, 226.3, 226.6, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1198, 2802, 2698, *et seq.*, 3700.5 and the California Industrial Welfare Commission Wage Orders (the “Released Claims”).

5.2 Additional Releases by Plaintiff. In addition to the release of Released Claims given by each PAGA Settlement Member, Plaintiff Hector Beltran also generally releases claims against the Released Parties. This general release includes a release of all claims arising from Plaintiff’s relationship with Defendant. This general release by Plaintiff also includes a waiver of rights under California Civil Code Section 1542, which states:

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.

This general release from Plaintiff is effective only upon the Court granting approval of the Settlement and applies only to claims that may be released as a matter of law.

5.3 OWBPA Release by Plaintiff. Plaintiff has, if he wishes, twenty-one (21) days to consider this Agreement before signing it. Additionally, Plaintiff has seven (7) days after signing this Agreement to revoke his signature as it applies to his release of claims under the Age Discrimination in

1 Employment Act (“ADEA”) or Older Workers Benefit Protection Act (“OWBPA”). Plaintiff may
2 revoke his signature as to the claims described herein only by delivering a letter stating such intent to
3 Defendant’s Counsel so that it is received no later than the end of the eighth day after the date on which
4 Plaintiff signed the Agreement. This Agreement shall not become effective until the seven-day
5 revocation period has expired. By signing this Agreement, Plaintiff acknowledges that he was advised
6 in writing to consult with an attorney before signing it, and that he is signing this Agreement knowingly
7 and voluntarily.

8 **5.4 Settlement is Contingent Upon Release of Claims.** This Agreement is
9 conditioned upon the releases by the PAGA Settlement Members and Plaintiff as described herein, and
10 upon covenants by Plaintiff that he will not participate in any actions, lawsuits, proceedings, complaints,
11 or charges in any court or before any administrative body related to any claims he has released under
12 this Settlement.

13 **5.5 No Admission of Liability.** By entering into this Settlement, Defendant in no
14 way admits any violation of law or any liability whatsoever to PAGA Settlement Members, individually
15 or collectively, and expressly denies all such liability. Neither this Agreement, nor any other Settlement
16 documents, shall be offered in any case or proceeding as evidence of any admission by Defendant of any
17 liability on any claim for damages, penalties, restitution, or any other relief. Likewise, by entering into
18 this Settlement, Defendant in no way admits to the suitability of this case to proceed as representative
19 litigation, other than for purposes of Settlement. Rather, Defendant enters into this Settlement to avoid
20 further protracted litigation and to resolve and to settle all disputes with the PAGA Settlement Members.
21 The Parties understand and agree that this Settlement shall be inadmissible for any purpose in any
22 proceeding, except an action or proceeding to approve, interpret, or enforce the terms of this Settlement.
23 The Parties agree that, to the extent permitted by law, this Settlement may be pleaded as a full and
24 complete defense to, and may be used as the basis for an injunction against any action, suit, or other
25 proceeding that may be instituted, prosecuted, or attempted in breach of this Settlement.

26 **6. SETTLEMENT APPROVAL PROCEDURE**

27 **6.1 Settlement Approval.** Plaintiff shall submit to the Court an unopposed Motion
28 for Approval of PAGA Settlement within thirty (30) days of execution of this Agreement. This motion

1 shall seek an order to approve the proposed Settlement. This motion shall include the basis for the
2 Gross Settlement Amount and why the amount is reasonable in light of the facts and controlling
3 authorities pertaining to the claims alleged.

4 **6.2 Effect of Failure to Obtain Approval.** If this Settlement or a substantially
5 similar settlement mutually agreed to by the Parties is not approved, the Action shall proceed as if no
6 settlement had been attempted. Notwithstanding the forgoing, the Parties agree to seek approval of the
7 Settlement and work together to provide supplemental briefing if requested by the Court. Defendant
8 retains the right to contest whether any aspect of the Action should be maintained as a representative
9 action, or to contest the merits of the claims being asserted in the Action.

10 **6.3 Entry of Judgment.** Upon issuance of the Approval Order, the Parties shall
11 request that the Court enter Judgment in the case.

12 **6.3.1 Effect of Failure to Obtain Judgment.** In the event the Court fails to
13 enter Judgment in accordance with this Settlement, or such final judgment is vacated or reversed, the
14 Action shall proceed as if no settlement had been attempted unless the Parties jointly agree to seek
15 reconsideration or appellate review of the ruling or Court approval of a renegotiated settlement.
16 Defendant retains the right to contest whether any aspect of the Action should be maintained as a
17 representative action, or to contest the merits of the claims being asserted by Plaintiff, or PAGA
18 Settlement Members in the Action.

19 **7. MISCELLANEOUS**

20 **7.1 Interim Stay of Proceedings.** The Parties agree to refrain from further litigation,
21 except such proceedings necessary to implement and to obtain an Approval Order of the terms of the
22 Settlement. If the Settlement is not approved, the Parties agree that they will revert to their positions in
23 the Action prior to the time the Settlement was reached, and no agreements set forth in this Settlement or
24 any documents generated or orders issued related to the Settlement will be admissible in any future
25 proceeding in these or any other action.

26 **7.2 Parties' Authority.** The signatories hereto represent that they are fully
27 authorized to enter into this Settlement and are fully authorized to bind the Parties to all terms stated
28 herein.

1 **7.3 Entire Agreement.** This Settlement, which includes the Definitions and
2 Recitals, constitutes the entire agreement between the Parties with regard to the subject matter contained
3 herein, and all prior and contemporaneous negotiations and understandings between the Parties shall be
4 deemed merged into this Settlement.

5 **7.4 Materiality of Terms.** The Parties have arrived at this Settlement as a result of
6 arm's-length negotiations. Except as otherwise stated in this Settlement, all terms and conditions of this
7 Settlement in the exact form set forth in this Settlement are material to this Settlement and have been
8 relied upon by the Parties in entering into this Settlement.

9 **7.5 Counterparts.** This Settlement may be executed in counterparts, and when each
10 party has signed and delivered at least one such counterpart, each counterpart shall be deemed an
11 original, and when taken together with other signed counterparts, shall constitute one signed Settlement,
12 which shall be binding upon and effective as to all Parties.

13 **7.6 Facsimile or Scanned Signatures.** Any party may sign and deliver this
14 Settlement by signing on the designated signature block and transmitting that signature page via
15 facsimile, DocuSign, or as an attachment to an e-mail to counsel for the other party. Any signature
16 made and transmitted by facsimile or as an attachment to an e-mail for the purpose of executing this
17 Settlement shall be deemed an original signature for purposes of this Settlement and shall be binding
18 upon the party who transmits the signature page.

19 **7.7 Waivers and Modifications to Be in Writing.** This Settlement may be amended
20 or modified only by a written instrument signed by counsel for the Parties and approved by the Court.
21 No rights under this Settlement may be waived except in writing.

22 **7.8 Construction.** The determination of the terms and conditions of this Settlement
23 has been by mutual agreement of the Parties. Each party participated jointly in the drafting of this
24 Settlement, and the terms and conditions of this Settlement are not intended to be, and shall not be,
25 construed against any party by virtue of draftsmanship.

26 **7.8.1 Captions.** The captions or headings of the sections and paragraphs of this
27 Settlement have been inserted for convenience of reference only and shall have no effect upon the
28 construction or interpretation of any part of this Settlement.

1 **7.8.2 Invalidity of Any Provision.** Before declaring any provision of this
2 Settlement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent
3 possible consistent with applicable precedents so as to render all provisions of this Settlement valid and
4 enforceable.

5 **7.9 Further Acts and Cooperation Between the Parties.** The Parties shall
6 cooperate fully with each other and shall use their best efforts to obtain the Court's approval of this
7 Settlement and all of its terms. Each of the Parties, upon the request of another, agrees to perform such
8 further acts and to execute and to deliver such other documents as are reasonably necessary to carry out
9 the provisions of this Settlement.

10 **7.10 No Prior Assignments or Undisclosed Liens.** Plaintiff and Plaintiff's Counsel
11 represent and warrant that they have not assigned, transferred, conveyed, or otherwise disposed of, or
12 purported to assign, transfer, convey, or otherwise dispose of, any Released Claims or the attorneys' fees
13 and costs award to be paid pursuant to this Settlement. Plaintiff and Plaintiff's Counsel further represent
14 and warrant that there are not any liens or claims against any of the amounts to be paid by Defendant
15 pursuant to this Settlement. Plaintiff and Plaintiff's Counsel agree to defend, to indemnify, and to hold
16 Defendant harmless from any liability, losses, claims, damages, costs, or expenses, including reasonable
17 attorneys' fees, resulting from a breach of these representations or from any lien or assignment.

18 **7.11 Discovery of Confidential Documents and Information.** Plaintiff's Counsel
19 agrees to comply with the terms of the Parties' Stipulated Protective Order, including but not limited to
20 the section governing Final Disposition. Plaintiff's Counsel further agrees that none of the documents
21 and information subject to the Stipulated Protective Order provided to them by Defendant shall be used
22 for any purpose other than prosecution of this Action or the defense or prosecution of a malpractice
23 action.

24 **7.12 No Tax Advice.** Neither Plaintiff's Counsel nor Defendant's Counsel intends
25 anything contained in this Settlement to constitute advice regarding taxes or taxability, nor shall
26 anything in this Settlement be relied upon as such within the meaning of United States Treasury
27 Department Circular 230 (31 C.F.R. Part 10, as amended) or otherwise.
28

7.13 No Media Announcements. Plaintiff and Plaintiff's Counsel shall not publicize the terms or existence of the Settlement on their websites, in advertising/marketing materials or on social media, other than in court filings. The Parties and their counsel agree that they will not issue any press releases or initiate any contact with the media about the fact, amount, or terms of the Settlement. If counsel for any party receives an inquiry about the Settlement from the media, counsel may respond only after the motion for approval of the Settlement has been filed. Nothing in this provision shall prevent either Party from making any legally required disclosures.

7.14 Continuing Jurisdiction. The Court shall retain jurisdiction over the implementation of this Settlement as well as any and all matters arising out of, or related to, the implementation of this Settlement. The Court shall not have jurisdiction to modify the terms of the Settlement without the consent of all of the Parties. Should either party be required to enforce the terms of this Settlement, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

7.15 Governing Law. This Settlement was made and entered into in the State of California. All terms of this Settlement shall be governed by and interpreted according to the laws of the State of California.

SO AGREED AND STIPULATED:

DATED: 12/1/2021, 2021

By: _____

Hector Beltran

DocuSigned by:

Hector Beltran

A10AA30244BC405...

DATED: _____, 2021

SignResource, LLC

By: _____

Name:

Title:

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14 California. All terms of this Settlement shall be governed by and interpreted according to the laws of
15 the State of California.

16
17 **SO AGREED AND STIPULATED:**

18
19 DATED: _____, 2021

By: _____
Hector Beltran

20
21
22 DATED: 11/29, 2021

SignResource, LLC

23
24 By: Keri Streicher
25 Name: Keri Streicher
26 Title: SVP, Human Resources
27
28

Exhibit “A”

NOTICE OF PAGA ACTION SETTLEMENT

Beltran v. SignResource, LLC, LASC Case No. 20STCV00709

This is not a solicitation by a lawyer. You are not being sued.

IF YOU ARE OR WERE EMPLOYED AS A NON-EXEMPT EMPLOYEE BY DEFENDANT SIGNRESOURCE, LLC (“DEFENDANT” OR “SIGNRESOURCE”) DURING THE PAGA PERIOD (May 21, 2018 THROUGH << **DATE** >>), THIS PAGA SETTLEMENT AFFECTS YOUR RIGHTS.

A settlement (the “Settlement”) has been reached in the lawsuit entitled *Beltran v. SignResource, LLC*, LASC Case No. 20STCV00709, (the “Action”), asserting claims under the Labor Code Private Attorneys General Act of 2004, Labor Code § 2698, *et seq.* (“PAGA”). The purpose of this Notice is to advise you as to why you have received a portion of the Settlement proceeds. The Settlement resolves the Action.

Who is affected by this proposed Settlement?

The Court has designated, for settlement purposes only, the following persons as “Aggrieved Employees”:

all non-exempt employees employed by Defendant in California at any time during the PAGA Period (the “PAGA Period” refers to the period of May 21, 2018 through << **DATE** >>).

According to Defendant’s records, you are one of the Aggrieved Employees.

What is this case about?

In the Action, Plaintiff asserted claims that SignResource violated provisions of the Labor Code giving rise to civil penalty liability under the Labor Code Private Attorneys General Act of 2004 (“PAGA”) [Lab. Code § 2699, *et seq.*].

SignResource denied all liability and was confident that it had strong legal and factual defenses to these claims, but SignResource recognized the risks, distractions, and costs associated with continued litigation.

This Settlement is a compromise reached after good faith, arm’s length negotiations between Plaintiff and SignResource (the “Parties”), through their attorneys and is not an admission of liability on the part of SignResource.

The Court has not ruled on the merits of Plaintiff’s claims or SignResource’s defenses, but did approve the Settlement.

What are the Settlement terms?

Defendant will pay \$197,499.00 (the “Gross Settlement Amount”) for: (a) payment of **\$84,768.05** to the Labor and Workforce Development Agency (“LWDA”) as its 75% share of PAGA penalties; (b) payment of **\$28,256.02** to Aggrieved Employees as their 25% share of PAGA penalties, (c) payment of attorney’s fees of **\$65,767.00** and litigation costs of **\$6,207.93**; and, (d) payment of administration costs of **\$5,000** to the Settlement Administrator.

By operation of the Settlement’s terms, all Aggrieved Employees will release SignResource and its past, present, and future subsidiaries, parents, affiliates, predecessors, insurers, agents, employees, successors, assigns, officers, officials, directors, attorneys, personal representatives, executors, and shareholders, including their respective pension, profit sharing, savings, health, and other employee benefits plans of any nature, the successors of such plans, and those plans’ respective current or former trustees and administrators, agents, employees, and fiduciaries (collectively, the “Released Parties”), for the acts or omissions of SignResource from the PAGA claims for civil penalties based on alleged violations of California Labor Code sections 201-204, 218.5, 226, 226.3, 226.6, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1198, 2802, 2698, *et seq.*, 3700.5 and the California Industrial Welfare Commission Wage Orders (the “Released Claims”).

The Settlement Payments to Aggrieved Employees are classified as other miscellaneous income and will be reported on IRS Form 1099-MISC, if required. Your share was calculated based on the number of pay periods you worked during the PAGA Period.

All checks will remain valid and negotiable for one hundred eighty (180) days from the date of the checks’ issuance and shall thereafter automatically be void if not cashed within that time. Uncashed checks will be sent to the California State Controller’s Unclaimed Property division, in the name of the PAGA Settlement Member.

The Settlement includes a release of PAGA claims asserted in the Action.

PLEASE DO NOT CONTACT THE COURT FOR INFORMATION REGARDING THIS SETTLEMENT.