

MATERN LAW GROUP, PC
Mathew J. Matern (SBN 159798)
Launa Adolph (SBN 227743)
Kayvon Sabourian (SBN 310863)
1230 Rosecrans Avenue, Suite 200
Manhattan Beach, California 90266
Tel: (310) 531-1900
Facsimile: (310) 531-1901

Attorneys for Plaintiffs LISET VIAMONTES
and ALDO ALPIZAR

GOODWIN PROCTER LLP
Koray J. Bulut (SBN 230298)
Seth Burns (SBN 313060)
Stephen Tausch (SBN 247708)
Three Embarcadero Center, 24th Floor
San Francisco, CA 94111
Telephone: (415) 733-6000
Facsimile: (415) 677-9041

Attorneys for Defendants
VERONICA GALLARDO and
VERONICA'S AUTO INSURANCE SERVICES, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

LISET VIAMONTES, individually, and
ALDO ALPIZAR, individually, and on behalf
of all others similarly situated,

Plaintiff,

vs.

ADRIANA'S INSURANCE SERVICES,
INC., a California corporation d/b/a
ADRIANA'S INSURANCE; JUST AUTO
INSURANCE SERVICES, INC., a
California corporation d/b/a JUST AUTO
INSURANCE; VERONICA'S AUTO
INSURANCE SERVICES, INC., a
California corporation d/b/a VERONICA'S
AUTO INSURANCE; LEON FREGOSO, an
individual; ADRIANA GALLARDO
FREGOSO, an individual; and VERONICA
GALLARDO, an individual; and DOES 1
through 100, inclusive,

Defendants.

CASE NO. BC502472

[Assigned for all purposes to Honorable
Kenneth R. Freeman, Dept. SS-14]

CLASS ACTION

**SETTLEMENT AGREEMENT AND
RELEASE OF PAGA CLAIMS**

Complaint Filed: March 7, 2013
Trial Date: None

1 Plaintiff Liset Viamontes, individually and on behalf of other aggrieved employees, and
2 defendants Veronica Gallardo and Veronica's Auto Insurance Services, Inc. ("Defendants")
3 hereby enter into this Settlement Agreement and Release of Private Attorneys General Act of
4 2004 Claims ("Settlement Agreement") as follows:

5 **I. DEFINITIONS**

6 As used in this Settlement Agreement, the following terms shall have the following
7 meanings:

8 A. "Action" means the civil action entitled *Liset Viamontes, et al. v. Adriana's*
9 *Insurance Services, Inc. et al.*, Los Angeles Superior Court Case No. BC502472.

10 B. "Adriana's Defendants" means Adriana's Insurance Services, Inc., Just Auto
11 Insurance Services, Inc., Leon Fregoso and Adriana Gallardo Fregoso.

12 C. "Aggrieved Employees" means all persons directly employed by Defendants as
13 non-exempt employees in California during the PAGA Period.

14 D. "Court" means the Superior Court of the State of California for the County of Los
15 Angeles.

16 E. "Defense Counsel" means Koray J. Bulut, Seth Burns, and Stephen Tausch of
17 Goodwin Procter LLP.

18 F. "Effective Date" means the date upon which the Court's order granting approval
19 of the Settlement becomes Final.

20 G. "Employee Information" means information regarding Aggrieved Employees that
21 Defendants shall in good faith compile from their records and shall be authorized by the Court to
22 transmit in a secured manner to the Settlement Administrator. Employee Information shall be
23 transmitted in electronic form and shall include each Aggrieved Employee's full name; last
24 known address; Social Security number; and total number of Qualifying Pay Periods. If any
25 Employee Information is unavailable to Defendants, Defendants will use their best efforts to
26 deduce or reconstruct the information prior to when it must be submitted to the Settlement
27 Administrator.

1 H. "Final" means: (1) that the Settlement has been finally approved by the Court and
2 either (1) the California Court of Appeal has rendered a final judgment affirming the Court's final
3 approval without material modification and the date for further appeal has passed without further
4 appeal; or (2) the applicable date for seeking appellate review of the Court's final approval of the
5 Settlement has passed without a timely appeal or request for review having been made.

6 I. "Incentive Payment" means the amount that the Court authorizes to be paid to
7 Plaintiff, in addition to Plaintiff's Individual PAGA Payment, in recognition of Plaintiff's efforts
8 and risks in prosecuting the Action.

9 J. "Individual PAGA Payment" means the amount payable from the PAGA Fund to
10 each Aggrieved Employee.

11 K. "LWDA" means the California Labor & Workforce Development Agency.

12 L. "Maximum Settlement Amount" means the maximum amount that Defendants
13 shall have to pay in connection with this Settlement, which shall be inclusive of all Individual
14 PAGA Payments to Aggrieved Employees, Plaintiff's Counsel Payment, the Incentive Payment,
15 Settlement Administration Costs, Payroll Taxes, and the PAGA payment to the LWDA. Subject
16 to Court approval, the Maximum Settlement Amount shall not exceed Six Hundred Seventy-Five
17 Thousand Dollars (\$675,000.00).

18 M. "Notice" means the Notice of PAGA Settlement, substantially in the form attached
19 as Exhibit 1, which shall be subject to Court approval and which the Settlement Administrator
20 shall mail to each Aggrieved Employee explaining the terms of the Settlement.

21 N. "PAGA" means the Labor Code Private Attorneys General Act of 2004,
22 California Labor Code Sections 2698 *et seq.*

23 O. "PAGA Fund" means the Maximum Settlement Amount, less Plaintiff's Counsel
24 Payment, the Incentive Payment, and Settlement Administration Costs.

25 P. "PAGA Period" means the period from December 21, 2011 through the date of
26 entry of an order by the Court in this Action approving this Settlement.

27 Q. "Parties" means Plaintiff and Defendants.

1 R. "Payroll Taxes" means the employee's and employer's share of payroll taxes on
2 the portion of the Individual PAGA Payments deemed as wages.

3 S. "Plaintiff" means plaintiff Liset Viamontes.

4 T. "Plaintiff's Counsel" means Matthew J. Matern, Launa Adolph, and Kayvon
5 Sabourian of Matern Law Group, PC.

6 U. "Plaintiff's Counsel Payment" means the reasonable attorneys' fees for Plaintiff's
7 Counsel's litigation and resolution of this Action (not to exceed one-third of the Maximum
8 Settlement Amount), and Plaintiff's Counsel's expenses and costs reasonably incurred in
9 connection with this Action, as approved by the Court.

10 V. "Qualifying Pay Periods" means the total number of pay periods during which an
11 Aggrieved Employee was employed as a non-exempt employee of Defendants in California
12 during the PAGA Period.

13 W. "Released Claims" means any claims under PAGA, including claims based on
14 alleged violations of California Labor Code sections 201 to 203, 204, 210, 221, 223, 224, 225.5,
15 226, 226.3, 226.7, 300, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 1199, 2699, and
16 2802, and the California Industrial Welfare Commission Wage Order, which may have arisen
17 during the PAGA Period.

18 X. "Released Parties" means the Adriana's Defendants, Defendants, and their past,
19 present, and future subsidiaries, parents, affiliates, predecessors, insurers, agents, employees,
20 successors, assigns, officers, officials, directors, attorneys, personal representatives, executors,
21 and shareholders.

22 Y. "Settlement" means the final and complete disposition of the Action pursuant to
23 the terms of this Settlement Agreement.

24 Z. "Settlement Administration Costs" means the reasonable costs and fees of
25 administering the Settlement to be paid from the Maximum Settlement Amount, including, but
26 not limited to: (i) translating into Spanish, printing, mailing, and re-mailing (if necessary) of the
27 Notice to Aggrieved Employees; (ii) preparing and submitting to Aggrieved Employees and the
28 LWDA all appropriate tax filings and forms; (iii) computing the amount of and distributing

1 Individual PAGA Payments, the Incentive Payment, Plaintiff's Counsel Payment, and the PAGA
2 payment to the LWDA; (iv) any cost associated with the escheatment process for any uncashed or
3 undeliverable settlement checks; and (v) establishing a Qualified Settlement Fund, as defined by
4 the Internal Revenue Code.

5 AA. "Settlement Administrator" means CPT Group, Inc. the third-party settlement
6 administrator agreed to by the Parties to administer the Settlement.

7 BB. "Settlement Packet" means the Notice and Individual PAGA Payment to be
8 mailed to each Aggrieved Employee by the Settlement Administrator.

9 II. RECITALS

10 A. On December 21, 2012, Plaintiff's Counsel sent a letter to Defendants and the
11 LWDA on behalf of Plaintiff and all Aggrieved Employees, in compliance with California Labor
12 Code section 2699.3. More than 33 days passed after the letter was sent to the LWDA, and the
13 LWDA did not indicated that it intends to investigate the alleged violations referenced in the
14 letter.

15 B. On March 7, 2013, plaintiffs Liset Viamontes and Aldo Alpizar (collectively,
16 "Plaintiffs") filed a putative wage and hour class and PAGA action against Defendants and
17 Adriana's Defendants in Los Angeles County Superior Court, alleging the following causes of
18 action: (1) failure to provide meal periods; (2) failure to authorize and permit rest periods; (3)
19 failure to pay overtime wages; (4) failure to pay minimum wages; (5) failure to pay all wages due
20 to discharged and quitting employees; (6) failure to maintain required records; (7) failure to
21 furnish accurate itemized wage statements; (9) unfair and unlawful business practices; and (9)
22 penalties under the Labor Code Private Attorneys General Act.

23 C. On October 21, 2013, Defendants and Adriana's Defendants filed a Petition to
24 Compel Arbitration of Plaintiffs' Individual Claims, which the Court denied. On December 23,
25 2013, Defendants and Adriana's Defendants filed a Notice of Appeal in connection with the
26 Court's denial of its Petition to Compel Arbitration of Plaintiffs' Individual Claims. On March 3,
27 2016, the Court of Appeal reversed the Court's denial of the Petition to Compel Arbitration of
28 Plaintiffs' Individual Claims and directed the Court to allow Defendants and Adriana's

1 Defendants to submit additional evidence. On August, 6, 2016, Defendants and Adriana's
2 Defendants filed motions to compel arbitration of Plaintiffs' claims. On September 6, 2016 and
3 November 15, 2016, the Court issued orders granting Defendants' and Adriana's Defendants'
4 motions to compel arbitration as to all non-PAGA claims and stayed the PAGA claim pending
5 arbitration. Thereafter, the Parties and Adriana's Defendants agreed to arbitrate this matter with
6 Hon. Enrique Romero (Ret.).

7 D. The Parties engaged in substantial formal and informal discovery. As part of the
8 settlement negotiations, Defendants provided Plaintiff with data regarding the total number of
9 Aggrieved Employees and total number of pay periods worked by Aggrieved Employees.

10 E. On February 12, 2019, the Parties reached agreement regarding the material terms
11 of a proposed settlement that would fully resolve the Action as to the Aggrieved Employees,
12 made subject to the Parties entering into a more comprehensive written settlement agreement.

13 F. Plaintiff's Counsel has thoroughly investigated the facts relating to the claims
14 alleged in the operative complaint and has made a thorough study of the legal principles
15 applicable to the claims asserted against Defendants. Based on its investigation and evaluation of
16 this case, Plaintiff's Counsel has concluded that the settlement is fair, reasonable, and adequate in
17 light of all known facts and circumstances, including the defenses asserted by Defendants,
18 potential adverse findings regarding liability, and numerous potential appellate issues.

19 G. Defendants deny, and continue to deny, each and every claim and contention
20 alleged in the Action, and have always maintained that they never engaged in any unlawful acts
21 regarding any of the matters alleged in the Action.

22 NOW, THEREFORE, in consideration of the mutual covenants, promises, and
23 conditions set forth, the Parties agree as follows:

24 III. NON-ADMISSION OF LIABILITY

25 A. Based on the factual and legal issues involved, the expense and time necessary to
26 prosecute the Action through trial, the risks, uncertainty, and costs of further prosecution, the
27 difficulty of proof necessary to establish liability, and the relative benefits to the Aggrieved
28 Employees of an expeditious resolution to the Action, the Parties have concluded that the terms

1 set forth in this Settlement Agreement are fair, reasonable, adequate, and in the best interests of
2 the Aggrieved Employees.

3 B. Defendants deny any liability for any of the claims in the Action, as well as any
4 other potential or unknown claims based on wage and hour violations under state or federal law.
5 Neither this Settlement Agreement, nor any document referred to or contemplated herein, nor any
6 action taken to carry out this Settlement, is, may be construed as, or may be used as, an
7 admission, concession, or indication by or against Defendants of any unlawful conduct, fault,
8 wrongdoing, or liability whatsoever. Defendants specifically deny that they have engaged in any
9 unlawful or wrongful conduct against Plaintiff or the Aggrieved Employees.

10 **IV. TERMS OF THE PAGA SETTLEMENT**

11 **A. Maximum Settlement Amount**

12 Defendants shall pay a Maximum Settlement Amount not to exceed Six Hundred Seventy-
13 Five Thousand Dollars (\$675,000.00). The Maximum Settlement Amount shall include
14 Plaintiff's Counsel Payment, Incentive Payment, Settlement Administration Costs, and the PAGA
15 Fund.

16 **B. Plaintiff's Counsel Payment**

17 1. Plaintiff's Counsel will apply to the Court for an award of attorneys' fees
18 not to exceed one-third (1/3) of the Maximum Settlement Amount, which amounts to Two
19 Hundred Twenty-Five Thousand Dollars (\$225,000.00). Plaintiff's Counsel will be responsible
20 for submitting all documents to support its request for attorneys' fees.

21 2. Plaintiff's Counsel also will seek reimbursement of reasonable litigation
22 costs associated with Plaintiff's Counsel's prosecution of the Action in an amount not to exceed
23 Twenty-Five Thousand Dollars (\$25,000.00). Plaintiff's Counsel will submit documentation for
24 reimbursement of reasonable litigation costs.

25 3. Defendants will not oppose or object to Plaintiff's Counsel's application
26 for attorneys' fees, not to exceed one-third (1/3) of the Maximum Settlement Amount, plus all
27 documented and reasonable litigation costs and expenses.

1 4. Plaintiff's Counsel Payment shall be paid from the Maximum Settlement
2 Amount. Any reductions by the Court of Plaintiff's Counsel's request for attorneys' fees or costs
3 shall revert to the PAGA Fund.

4 5. Plaintiff's Counsel shall provide the Settlement Administrator with a
5 properly completed and signed IRS Form W-9 in order for the Settlement Administrator to
6 process the Plaintiff's Counsel Award approved by the Court.

7 6. Plaintiff's Counsel shall be solely and legally responsible to pay all
8 applicable taxes on the Plaintiff's Counsel Award. The Settlement Administrator shall issue an
9 IRS Form 1099 to Plaintiff's Counsel for Plaintiff's Counsel Award. This Settlement is not
10 conditioned upon the Court awarding Plaintiff's Counsel any particular amount of attorneys' fees
11 or costs, unless the amount awarded is more than specified in this paragraph.

12 **C. Incentive Payment to Plaintiff**

13 1. Subject to Court approval, Defendants agree to pay Plaintiff an Incentive
14 Payment of up to Ten Thousand Dollars (\$10,000.00), to be paid from the Maximum Settlement
15 Amount, as an enhancement for her service as the PAGA representative, in addition to Plaintiff's
16 Individual PAGA Payment.

17 2. Defendants will not oppose Plaintiff's request for the Incentive Payment.
18 Plaintiff will be responsible for correctly characterizing this compensation for tax purposes and
19 for paying any taxes owing on said amount. Any reductions by the Court of the Incentive
20 Payment shall revert to the PAGA Fund. The Parties agree that any reduction by the Court of the
21 requested Incentive Payment is not a basis for rendering the entire Settlement voidable or
22 unenforceable.

23 3. Plaintiff shall not receive any additional payments or enhancements other
24 than those expressly provided under this Settlement Agreement.

25 **D. Settlement Administration Fees And Costs**

26 Settlement administration shall be done by a Settlement Administrator. Settlement
27 Administration Costs, which are estimated not to exceed \$12,000.00, shall be paid from the
28 Maximum Settlement Amount.

1 **E. PAGA Fund**

2 1. After deducting the Plaintiff's Counsel Payment, the Incentive Payment,
3 and the Settlement Administration Costs, the remainder of the Maximum Settlement Amount
4 shall be allocated toward payment to the LWDA and Aggrieved Employees ("PAGA Fund").

5 2. Seventy-five percent (75%) of the PAGA Fund shall be designated as
6 unpaid wages under Labor Code section 558 ("Section 558 Payments"), and shall be paid to the
7 Aggrieved Employees.

8 3. The remaining twenty-five percent (25%) of the PAGA Fund shall be
9 designated as other penalties under PAGA ("PAGA Penalties"). Pursuant to PAGA, seventy-five
10 percent (75%) of the PAGA Penalties shall be paid to the LWDA ("LWDA Payment"), and the
11 remaining twenty-five percent shall be distributed to the Aggrieved Employees.

12 **V. PROCEDURE FOR APPROVING SETTLEMENT**

13 **B. Motion for an Order Approving Settlement**

14 1. Plaintiff's Counsel will draft and file a Motion for an Order Approving the
15 Settlement (the "Approval Motion"). In compliance with Section 2699(1)(2) of the California
16 Labor Code, Plaintiff shall submit this Agreement to the LWDA at the same time it is submitted
17 to the Court. The Parties will cooperate in seeking approval of the Settlement, and they agree to
18 fully cooperate in the drafting and/or filing of any further documents reasonably necessary to be
19 prepared or filed and to take all steps that may be requested by the Court relating to the approval
20 and implementation of the Settlement.

21 2. At the hearing on the Approval Motion, the Parties will jointly appear,
22 support the granting of the motion, and submit an order granting the motion in the form evidenced
23 by Exhibit 2 to this Agreement.

24 3. If the Court does not grant the Approval Motion and issue an order
25 approving the Settlement, under the specific terms requested, the Parties agree to meet and confer
26 to address the Court's concerns and determine whether resolution of the claims encompassed by
27 the Settlement can be obtained in a manner consistent with the Court's concerns.

1 4. If the Court does not grant approval of the Settlement, or if the Court's
2 final approval of the Settlement is reversed or materially modified on appellate review, then the
3 Settlement will become null and void. A modification of the Plaintiff's Counsel Payment or the
4 Incentive Payment shall not be deemed a material modification of the Settlement.

5 **VI. NO RIGHT TO OPT OUT**

6 The Parties agree there is no statutory right for any Aggrieved Employee to opt out or
7 otherwise exclude himself or herself from the Settlement.

8 **VII. SUBMISSION OF ORDER**

9 Plaintiff shall submit a copy of the order providing for or denying an award of civil
10 penalties within ten (10) days after entry of the dismissal and/or order, in compliance with
11 Section 2699(1)(3) of the California Labor Code. If Plaintiff fails to satisfy this condition in strict
12 compliance with Section 2699(1)(3) of the California Labor Code, the Settlement shall be
13 voidable at Defendants' option.

14 **VIII. WAIVER OF RIGHT TO APPEAL**

15 Provided that the Court's approval of the Settlement is consistent with the material terms
16 of this Agreement, Plaintiffs, Defendants, and their respective counsel hereby waive any and all
17 rights to appeal the final approval of the Settlement, and the order approving the Settlement
18 therefore will become non-appealable at the time it is entered. The waiver of appeal does not
19 include any waiver of the right to oppose any appeal, appellate proceedings, or post-judgment
20 proceedings or any waiver of Plaintiff's Counsel's choice to contest the Court's award of fees,
21 costs, or incentive payments. If an appeal is taken, the time for consummating the Settlement
22 (including making payments under the Settlement) will be suspended until such time as their
23 appeal is finally resolved and the approval order becomes Final.

24 **IX. COMPUTATION AND DISTRIBUTION OF TOTAL SETTLEMENT FUND**

25 **A. Deposit Of Maximum Settlement Amount**

26 1. The Settlement Administrator shall establish a Qualified Settlement Fund
27 pursuant to Section 468B(g) of the Internal Revenue Code for purposes of administering the
28

1 Settlement. The Settlement Administrator shall furnish the Qualified Settlement Fund with its
2 own Employer ID Number.

3 2. Within five (5) days after the Effective Date, the Settlement Administrator
4 will provide Defendants with wire transfer information. Within ten (10) days after the Settlement
5 Administrator provides Defendants with wire transfer information, Defendants shall transfer the
6 Maximum Settlement Amount to the Settlement Administrator via wire transfer.

7 **B. Calculating Individual PAGA Payments**

8 1. The gross amount of the payments to the Aggrieved Employees
9 ("Aggrieved Employees Payment") shall be paid to the Aggrieved Employees on pro rata basis
10 based on the number of each Aggrieved Employee's Qualifying Pay Periods. The Settlement
11 Administrator shall determine the eligibility for, and the amounts of, each Individual PAGA
12 Award under the terms of this Agreement. Defendants' records shall be determinative for
13 purposes of calculating the number of Qualifying Pay Periods worked and any payments to
14 Aggrieved Employees.

15 2. The Section 558 Payments to Aggrieved Employees shall be deemed
16 wages from which Payroll Taxes will be withheld. The Settlement Administrator shall report the
17 Section 558 Payments as wage income in the year the payments are made on a Form W-2 or other
18 similar form issues to the Aggrieved Employees for their respective payments.

19 3. The PAGA Penalties shall be deemed as penalties from which no Payroll
20 Taxes will be withheld. The Settlement Administrator shall report the PAGA Penalty Payments
21 as non-wage income in the year of the payments on a Form 1099 or similar form issues to the
22 Aggrieved Employees for their respective payments.

23 **C. Distribution Of PAGA Fund**

24 1. Defendants shall provide the Settlement Administrator with the Employee
25 Information within fifteen (15) business days after the Court issues an Order approving the
26 Settlement. The Employee Information will otherwise remain confidential and will not be
27 disclosed to anyone, except in order to carry out the reasonable efforts described in Section
28 IX.C.8 herein, or pursuant to Defendants' express written authorization or order of the Court.

2. Upon receipt of the Employee Information, the Settlement Administrator shall perform a search based on the National Change of Address Database maintained by the United States Postal Service to update and correct any known or identifiable address changes. The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Aggrieved Employee. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the most current mailing address for each Aggrieved Employee. The Parties agree that this procedure provides the best notice practicable to Aggrieved Employees and fully complies with due process.

3. Within twenty (20) days after the Effective Date, or as otherwise directed by the Court, the Settlement Administrator shall pay to the LWDA the LWDA Portion.

4. Within twenty (20) days after the Effective Date, the Settlement Administrator shall distribute to Plaintiff's Counsel the Court-approved Plaintiff's Counsel Payment.

5. Within twenty (20) days after the Effective Date, the Settlement Administrator shall distribute to Plaintiff the court-approved Incentive Payment.

6. Within twenty (20) days after the Effective Date, the Settlement Administrator shall deduct an amount equivalent to the Settlement Administration Costs.

7. Within twenty (25) days after the Effective Date, or as otherwise directed by the Court, the Settlement Administrator shall distribute to Aggrieved Employees their Individual PAGA Payments. The Settlement Administrator will send the Settlement Packets to the Aggrieved Employees by postmarked First Class U.S. Mail.

8. To provide the best notice practicable, any Settlement Packets returned to the Settlement Administrator as non-delivered shall be sent by post-marked First Class U.S. Mail to the forwarding address affixed thereto, if any. If no forwarding address is provided for a Settlement Packet that is returned as non-deliverable, the Settlement Administrator shall use the best available technology accessible to the Settlement Administrator (e.g. skip tracing, address verification, etc.) or other mutually agreeable method to locate Aggrieved Employees and will then mail the Settlement Packets to the address identified by the best available technology

1 accessible to the Settlement Administrator or other mutually agreeable method. If no current
2 address is located, the Settlement Packets for that individual will be deemed undeliverable. If any
3 Aggrieved Employees cannot be located within two attempts at mailings by the Settlement
4 Administrator, the Settlement Packet for that individual will be deemed undeliverable.

5 9. The Settlement Administrator shall maintain a list of the postmark date for
6 the original mailing of the Settlement Packets to the Aggrieved Employees, the postmark date of
7 any subsequent mailing to any Aggrieved Employees, and a list of Aggrieved Employees who did
8 not receive the Settlement Packet due to the inability to locate a valid address using the
9 procedures described herein or who otherwise could not be located within two attempts at
10 mailing.

11 10. All settlement checks will remain valid and negotiable for 180 days from
12 the date of their mailing by the Settlement Administrator. After 180 days from the date of their
13 mailing by the Settlement Administrator, any uncashed checks will be void and escheat to the
14 State of California State Controller's Office, Unclaimed Property Fund in the Aggrieved
15 Employee's name.

16 11. No later than January 31 of the year following payment of their individual
17 portion of the PAGA Fund, the Settlement Administrator will prepare and issue IRS Forms 1099
18 and W-2 to Aggrieved Employees who received an Individual PAGA Payment.

19 **X. CLAIMS RELEASED BY AGGRIEVED EMPLOYEES**

20 **A. Claims Released By The LWDA And All Aggrieved Employees**

21 Upon the Effective Date, the LWDA and Aggrieved Employees, including Plaintiff, fully
22 release and forever discharge the Released Parties from any and all Released Claims. As a result
23 of this release, the Aggrieved Employees will be unable to bring a claim under, or recover in any
24 other claim brought under, the California Private Attorneys General Act, California Labor Code §
25 2698 *et seq.*, for any violations of the Released Claims that took place during the PAGA Period.

26 **B. Tax Treatment And Tax Indemnification**

27 Aggrieved Employees will assume any tax obligations or consequences which may arise
28 from this Settlement. Aggrieved Employees release any and all claims they have or may have

1 against Defendants for any claims, demands, deficiencies, levies, assessments, executions,
2 judgments, penalties, taxes, indemnification, and any other recoveries related to any payments
3 made under this Settlement Agreement.

4 **XI. CLAIMS RELEASED BY PLAINTIFF**

5 A. In addition to fully releasing and forever discharging the Released Parties from
6 any and all Released Claims, on the Effective Date, Plaintiff will generally release any and all
7 claims against Defendants and all of their past, present, and future subsidiaries, parents, affiliates,
8 predecessors, insurers, agents, employees, successors, assigns, officers, officials, directors,
9 attorneys, personal representatives, executors, and shareholders. This includes, but is not limited
10 to, all claims arising from or based on Plaintiff's employment with Defendants as well as any
11 claims attributable to: common law; contract, quasi-contract, or tort; unpaid salary, compensation,
12 or benefits; the Employee Retirement Income Security Act of 1974, as amended; the Internal
13 Revenue Code of 1986, as amended; harassment, discrimination, or retaliation under Title VII of
14 the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Americans With Disabilities Act,
15 Section 1981 of the Civil Rights Act of 1866; the Federal Medical Leave Act; the laws of
16 California; the California Labor, Government, and/or Business and Professions Codes including
17 but not limited to the California Fair Employment and Housing Act, the California Family Rights
18 Act and the California Unfair Business Practices Act; the California Constitution; the California
19 Consumer Credit Reporting Agencies Act; and any federal, state, or local employment,
20 discrimination, harassment, or retaliation law, regulation or ordinance relating to employment or
21 separation from employment. This release does not include claims that cannot be released as a
22 matter of law.

23 B. This general release by Plaintiff also includes a waiver of rights under California
24 Civil Code Section 1542. Plaintiff expressly waives all rights provided by California Civil Code
25 Section 1542, or other similar statutes, that she may have against each of the Released Parties.
26 California Civil Code Section 1542 states:

27 A general release does not extend to claims that the creditor or
28 releasing party does not know or suspect to exist in his or her favor at

1 the time of executing the release and that, if known by him or her,
2 would have materially affected his or her settlement with the debtor or
3 released party.

4 C. This general release and waiver of rights under California Civil Code Section 1542
5 shall include any and all claims based on conduct or omissions that occurred at any time prior to
6 the Effective Date.

7 **XII. MISCELLANEOUS PROVISIONS**

8 **A. Mutual Full Cooperation**

9 Plaintiff, Defendants, Plaintiff's Counsel, and Defense Counsel agree to fully cooperate
10 with each other to accomplish the terms of this Settlement, including, but not limited to,
11 execution of such documents and to take such other action as may reasonably be necessary to
12 implement the terms herein. The Parties agree to use their best efforts and any other efforts that
13 may become necessary by Order of the Court, or otherwise, to effectuate this Settlement.

14 **B. Parties' Authority**

15 The signatories hereto represent that they are fully authorized to enter into this Settlement.

16 **C. Binding Nature Of The Settlement**

17 1. This Settlement shall be binding upon, and inure to the benefit of, the
18 successors or assigns of the Released Parties. Plaintiff represents, covenants, and warrants that
19 she has not directly or indirectly, assigned, transferred, encumbered, any claim, demand, action,
20 cause of action or rights released in the Released Claims in this Settlement. This Settlement also
21 shall be binding upon Plaintiff and the Aggrieved Employees.

22 2. This Settlement may be amended or modified only by a written instrument
23 signed by Plaintiff's Counsel and Defense Counsel. No rights under this Settlement may be
24 waived except in writing.

25 3. This Settlement and any attached exhibits constitute the entire agreement
26 between Plaintiff and Defendants relating to the terms contained herein. All prior or
27 contemporaneous agreements, understandings, and statements, whether oral or written, whether
28 express or implied, and whether by a party or its counsel, concerning this Settlement are merged

1 herein. No oral or written representations, warranties, or inducements have been made to any
2 party concerning this Settlement or its exhibits other than the representations, warranties, and
3 covenants contained and memorialized in such documents.

4 4. Paragraph titles or captions contained herein are inserted as a matter of
5 convenience and for reference, and in no way define, limit, extend, or describe the scope of this
6 Settlement or any of its provisions. Each term of this Settlement is intended to be contractual and
7 not merely a recital.

8 **D. Applicable Law**

9 All terms and conditions of this Agreement and its exhibits will be governed by and
10 interpreted according to the laws of the State of California, without giving effect to any conflict of
11 law principles or choice of law principles.

12 **E. Joint Drafting Of Settlement Documents**

13 1. Plaintiff's Counsel and Defense Counsel have arrived at this Settlement as
14 a result of a series of arm's-length negotiations, taking into account all relevant factors, present
15 and potential.

16 2. This Settlement has been drafted jointly by Plaintiff's Counsel and Defense
17 Counsel and, therefore, in any construction or interpretation of this Settlement, the same shall not
18 be construed against any of the Parties.

19 **F. Execution Of The Settlement**

20 This Settlement may be executed in one or more counterparts and by facsimile. All
21 executed copies of this Settlement and photocopies thereof shall have the same force and effect
22 and shall be as legally binding and enforceable as the original.

23 **G. Continuing Jurisdiction Of The Court**

24 Pursuant to California Code of Civil Procedure section 664.6, the Parties agree that the
25 Court shall retain jurisdiction over the Parties, and over this Settlement, in order to: (i) monitor
26 and enforce compliance of Settlement, and/or (ii) resolve any disputes over this Settlement or the
27 administration of the benefits of this Settlement.

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Dated: 06/02/_____, 2019

DocuSigned by:
Liset Viamontes
1534687C0B61422_____
Plaintiff Liset Viamontes

Dated: 6/11/_____, 2019

[Signature]
Defendant Veronica's Auto Insurance, Inc.

By: _____

Dated: 6/11/_____, 2019

[Signature]
Defendant Veronica Gallardo

Approved as to form and content:

Dated: 6/3/_____, 2019

MATERN LAW GROUP, PC

By: [Signature]
MATTHEW J. MATERN
Attorneys for Plaintiffs Liset Viamontes and
Aldo Alpizar

DATED: 6/12/_____, 2019

GOODWIN PROCTER LLP

By: [Signature]
KORAY J. BULUT
Attorneys for Defendants Veronica's Insurance
Services, Inc. and Veronica Gallardo