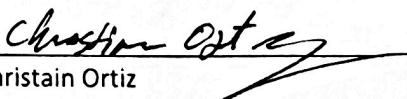


Memorandum of Understanding ("MOU"): Ortiz v. Southwest Demolition, Inc. et al. ("SDI")

The terms below shall constitute the MOU in the above referenced case:

- This MOU shall settle all claims raised both in the L.A.S.C. Case of Ortiz v. Southwest Demolition, Inc., Case No. 20STCV05774 (the "Complaint"), as well as the claims raised in the PAGA Letter served on the LWDA, for the "Class Period" of February 14, 2016 through the date of the Preliminary Approval.
- The total gross settlement shall be \$240,000, payable as follows: (1) the sum of \$120,000 to be paid upon final approval of the settlement; and (2) the remaining \$120,000 shall be paid in 24 equal monthly installments of \$5,000 each, commencing thirty (30) days from the date of final approval.
- The parties shall request a \$10,000 enhancement for Mr. Ortiz as the class representative.
- The parties will enter into a stipulation to allow plaintiff to amend the Complaint to add the PAGA claim. Parties agree to allocate \$15,000 to settle the PAGA claims. \$3,750 (25% of the PAGA settlement) shall go back into the settlement fund, and the remainder (\$11,250) shall remain with the LWDA.
- There shall be no formal claims process.
- The settlement payments are non-reversionary.
- Plaintiff's counsel to draft the Joint Stipulation and Class Notice, and the Defendants are to cooperate in the process of drafting, finalizing and executing the same within 15 calendar days of receipt from Plaintiff's counsel.

AGREED AND ACCEPTED:


Christain Ortiz

2/23/21
Dated

Southwest Demolition, Inc.

Dated

By: _____

Its: _____

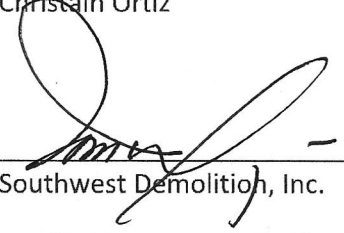
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AGREED AND ACCEPTED:

Christain Ortiz



Southwest Demolition, Inc.

By: ISMAEL ESPARZA

Its: PRESIDENT

Dated

02/23/2021

Dated