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12 Attorneys for Defendant DIVERSIFIED
COMMUNICATIONS SERVICES, INC.

14 SUPERIOR COURT OF THE STATE OF CALIFORNIA
15 COUNTY OF SAN DIEGO

16 JEFFREY MANDELL, on behalf of all
aggrieved employees of DEFENDANT in the
17 State of California,

18 Plaintiff,

19 v.

20 DIVERSIFIED COMMUNICATIONS
SERVICES, INC.; and DOES 1 THROUGH 50,
21 Inclusive,

22 Defendant.

Case No.: 37-2020-00030134-CU-OE-CTL

**STIPULATION TO SETTLE PRIVATE
ATTORNEYS GENERAL ACT
("PAGA") CLAIM; ~~PROPOSED~~
ORDER; AND JUDGMENT THEREON**

Judge: Hon. Ronald F. Frazier
Dept: C-65

23 By and through their respective counsel of record, Plaintiff Jeffrey Mandell ("Plaintiff") and
24 Defendant Diversified Communications Services, Inc. ("Defendant") (collectively, "the Parties")
25 respectfully submit this Stipulation to Settle Private Attorneys General Act ("PAGA") Claim, and
26 respectfully request that the Court enter an Order in accordance therewith:

27 WHEREAS, on March 27, 2020, Plaintiff sent a letter to the California Labor and Workforce
28 Development Agency ("LWDA") fulfilling the administrative prerequisites to filing a Complaint against

FILED
Clerk of the Superior Court

SEP 28 2020

By: C. HINES, Deputy

1 Defendant alleging violations of the Private Attorneys General Act ("PAGA");

2 WHEREAS, on July 8, 2020, the Parties attended mediation with mediator Jill Sperber;

3 WHEREAS, on August 27, 2020, Plaintiff filed the Complaint in this action, asserting a single cause
4 of action under the Private Attorneys General Act ("PAGA");

5 WHEREAS, the Parties have reached an agreement to resolve the PAGA claim alleged in this
6 action, pursuant to the Private Attorneys General Act (Labor Code § 2698 et seq.) Settlement Agreement
7 ("Settlement Agreement"), which is attached hereto as Exhibit 1;

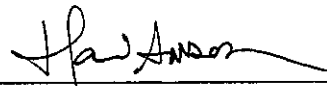
8 WHEREAS, pursuant to Labor Code section 2699(1)(2), "[t]he superior court shall review and
9 approve any settlement of any civil action filed pursuant to this part."

10 WHEREAS, Plaintiff submitted the Settlement Agreement to the LWDA at the same time it was
11 submitted to the Court for approval;

12 THEREFORE, it is hereby stipulated, by and between the Parties, through their counsel of record,
13 that the Court approve the Settlement Agreement and enter an Order Approving PAGA Settlement and
14 Judgment thereon.

15
16 Dated: September 21, 2020

GRAHAMHOLLIS APC

17
18 By: 

19 GRAHAM S.P. HOLLIS
20 VILMARIE CORDERO
21 HALI M. ANDERSON
Attorneys for Plaintiff
JEFFREY MANDELL

22 Dated: September 21, 2020

FISHER & PHILLIPS LLP

23
24 By: 

25 LONNIE D. GIAMELE
26 Attorneys for Defendant
27 DIVERSIFIED COMMUNICATIONS
28 SERVICES, INC.

~~PROPOSED~~ ORDER APPROVING PAGA SETTLEMENT

The Court, having reviewed the Parties' Stipulation and the Private Attorneys General Act (Labor Code § 2698 et seq.) Settlement Agreement ("Settlement Agreement"), and good cause appearing, hereby finds and orders as follows:

1. The Settlement Agreement and its terms, attached hereto as Exhibit 1, shall be incorporated herein by reference into this Order.

2. All terms used herein shall have the same meaning as defined in the Settlement Agreement.

3. The Court finds that the Settlement of the Action as reflected in the Settlement Agreement is fair and reasonable and in compliance with all the requirements of California law. Therefore, the Court approves the Settlement and Settlement Agreement and enters the terms of the Settlement Agreement as the Order of this Court.

4. Without affecting the finality of this Order Approving PAGA Settlement in any way, this Court hereby retains continuing jurisdiction over the Parties as to all matters relating to the administration, consummation, enforcement, and interpretation of the terms of the Settlement and Settlement Agreement and this Order Approving PAGA Settlement, and for any other necessary purposes.

5. Administrator to file a final report with the Court within 60 days
JUDGMENT

6. Pursuant to Labor Code section 2699(1)(3), the foregoing Settlement and Settlement Agreement, which is attached hereto as Exhibit 1 and incorporated herein by reference, and Order Approving Settlement are incorporated into this Judgment, which shall be entered in this Action in the amount of \$50,000.00 against Defendant Diversified Communications Services, Inc.

7. Follow up status conference is set for 12/14/20 at 11:15 a.m.
IT IS SO ORDERED.

Dated: 10/7/20


HONORABLE RONALD F. FRAZIER
JUDGE OF THE SUPERIOR COURT

EXHIBIT 1

**PRIVATE ATTORNEYS GENERAL ACT (LABOR CODE § 2698 ET SEQ.) SETTLEMENT
AGREEMENT AND RELEASE**

This Private Attorneys General Act ("PAGA") Settlement Agreement and Release ("Agreement") is made by and between Plaintiff Jeffrey Mandell ("Plaintiff"), acting in a private attorney general capacity, and Diversified Communications Services, Inc. ("Defendant" or "Diversified Communications"). Plaintiff and Defendant are collectively referred to as the "Parties".

This Agreement, and the settlement embodied herein shall be binding on Plaintiff and the Aggrieved Employees he represents and, on Diversified Communications, subject to the approval of the Court.

I. DEFINITIONS

The following terms, when used in this Settlement, shall have the following meanings:

1. "Action" means the matter entitled *Jeffrey Mandell v. Diversified Communications Services, Inc.*, San Diego County Superior Court Case No. 37-2020-00030134-CU-OE-CTL, and as set forth in Plaintiff's correspondence to the California Labor and Workforce Development Agency ("LWDA Letter") dated March 27, 2020.

2. "Aggrieved Employees" consist of all current and former hourly-paid, non-exempt field employees of Defendant in California from July 8, 2019, until the date that the Court approves this Settlement. The number of Aggrieved Employees, including Plaintiff, as of August 26, 2020, does not exceed 55 individuals.

3. "Defendant" means Diversified Communications Services, Inc.

4. "Complaint" means the Representative Action Complaint entitled *Jeffrey Mandell v. Diversified Communications Services, Inc.*, San Diego County Superior Court Case No. 37-2020-00030134-CU-OE-CTL, filed on August 28, 2020.

5. "Court" means the Superior Court of California for the County of San Diego.

6. "Effective Date" means the date upon entry of an Order by the Court approving the Settlement.

7. "Individual PAGA Payment" means the amount to be paid to each Aggrieved Employee based on the formula described herein.

8. "LWDA" means the California Labor and Workforce Development Agency.

9. "Maximum Settlement Amount" is the non-reversionary sum of \$50,000.00, which represents the total amount payable under this Settlement by Defendant including, without limitation, payments to all Aggrieved Employees, payment to the LWDA, payment of Plaintiff's attorneys' fees and costs; and payment of settlement administration costs.

10. "Net Settlement Amount" is the amount remaining to distribute to the LWDA and Aggrieved Employees after the following amounts (if approved by the Court) are subtracted from the

Maximum Settlement Amount: (a) Plaintiff's attorneys' fees up to one third (1/3) of the Maximum Settlement Amount, currently estimated at \$16,666.67; (b) Plaintiff's attorneys' costs as reasonable; and (c) settlement administration costs up to \$4,000.00.

11. "PAGA" means the California Labor Code Private Attorneys General Act, California Labor Code § 2698, *et seq.*

12. "PAGA Period" means the time period from July 8, 2019, until the date the Court approves the Settlement.

13. "PAGA Released Claims" mean any and all claims for civil penalties under PAGA that are pled in Plaintiff's Complaint, or which could have been pled under the PAGA, based on the factual allegations in Plaintiff's Complaint and/or the LWDA Letter, that arose during the PAGA Period. The released claims include, but are not limited to claims for civil penalties under PAGA pursuant to California Labor Code Sections 201, 202, 203, 204, 210, 223, 225.5, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 1720, 1771, 1776, 1811, 1812, 1813, 1815, and 2802.

14. "Plaintiff" means Jeffrey Mandell.

15. "Parties" mean Plaintiff and Defendant.

16. "Plaintiff's Counsel" means Graham Hollis and Hali Anderson of GrahamHollis APC.

17. "Settlement Administrator" means ILYM Group Inc. The Settlement Administrator shall be responsible for sending notices and for calculating settlement payments specified in the Agreement and preparing all checks and mailings.

18. "Settlement" means this Private Attorneys General Act ("PAGA") Settlement Agreement and Release, (alternatively referred to herein as the "Agreement").

II. RECITALS

1. Plaintiff was employed by Defendant as an hourly paid, non-exempt field employee in state of California during the PAGA Period.

2. On March 27, 2020, Plaintiff provided written notice to the LWDA and Defendant asserting claims for civil penalties pursuant to PAGA stemming from alleged violations of the California Labor Code.

3. On August 28, 2020, Plaintiff filed a Complaint entitled *Jeffrey Mandell v. Diversified Communications Services, Inc.*, San Diego County Superior Court Case No. 37-2020-00030134-CU-OE-CTL.

4. Upon the filing and submission of Plaintiff's letter to the LWDA, the Parties agreed to early mediation and informal exchange of discovery. In response to Plaintiff's Counsel's discovery requests, Defendant provided Plaintiff's Counsel with information and documents pertaining to Plaintiff and other Aggrieved Employees in order for Plaintiff's Counsel to investigate Plaintiff's allegations and value the PAGA Released Claims, including the timekeeping and payroll records of Plaintiff; information and documentation concerning the claims set forth in the Complaint;

information regarding the number of Aggrieved Employees and the number of current versus former employees.

5. On July 8, 2020, the Parties participated in a full-day mediation with Jill Sperber. With the assistance of Ms. Sperber, the Parties agreed to fully and finally resolve the PAGA Released Claims as to Plaintiff and Aggrieved Employees.

6. The Parties have arrived at the settlement after extensive, arms-length negotiations, taking into account all relevant factors, present and potential;

7. Based on their own independent investigations and evaluations, Plaintiff and Plaintiff's Counsel are of the opinion that the settlement for the consideration and on the terms set forth in this Agreement is fair, reasonable, and adequate and is in the best interests of the Plaintiff and the Aggrieved Employees in light of all known facts and circumstances and the risks inherent in litigation. Further, Plaintiff's Counsel (Graham Hollis and Hali Anderson of GrahamHollis, APC) believe that the settlement amount entered into is in the best interests of the Aggrieved Employees and that the settlement for each Aggrieved Employees is fair, reasonable, and adequate, given the inherent risk of litigation. Although Defendant maintains and believes that Plaintiff and the Aggrieved Employees were treated lawfully in all respects, and denies all wrongdoing, Defendant wishes to resolve this matter amicably and without further litigation.

III. OPERATIVE TERMS OF SETTLEMENT AGREEMENT

THEREFORE, in consideration of the promises and agreements contained herein, and to avoid the uncertainty, risks, costs, and delays associated with further litigation, the Parties agree and covenant as follows:

1. **Non-Admission.** Nothing in this Settlement shall be construed to be an admission by Plaintiff that his claims do not have merit or by Defendant of any liability or wrongdoing as to Plaintiff, Aggrieved Employees or any other person, and Defendant specifically disclaims any such liability or wrongdoing. The Parties have entered into this Settlement with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses and risks. This Settlement and any related court documents or orders are not and may not be cited or admitted as evidence of liability.

2. **Maximum Settlement Amount.** Defendant shall pay \$50,000.00 as the non-reversionary Maximum Settlement Amount in full satisfaction of the PAGA Released Claims by Plaintiff and Aggrieved Employees. In no case will Defendant be required to pay more than \$50,000.00 to fulfill its obligations under this Agreement or to obtain the benefits thereof. Defendant shall disburse the Maximum Settlement Amount in accordance with the terms of the Settlement, to the Settlement Administrator, within ten (10) business days after the Effective Date.

4. **Net Settlement Amount.** The Parties agree that the following amounts should be subtracted from the Maximum Settlement Amount, if approved by the Court, resulting in a Net Settlement Amount to distribute to the LWDA and Aggrieved Employees:

a. **Plaintiff's Attorneys' Fees and Costs.** Defendant will not oppose Plaintiff's request for attorneys' fees in the amount up to one third (1/3) of the Maximum Settlement Amount (currently estimated to be \$16,666.67) and costs incurred in prosecuting this Action, as reasonable.

In the event the Court approves a payment of less than these amounts, the difference will be added to the Net Settlement Amount. Defendant will report these payments on IRS Form 1099 issued to Plaintiff's Counsel.

b. Settlement Administration Costs. Defendant will not oppose the Settlement Administrator's costs of up to \$4,000.00 for administering the Settlement. In the event the Court approves a payment of less than this amount, the difference will be added to the Net Settlement Amount. Defendant, via the Settlement Administrator, will report this payment on IRS Form 1099 issued to the Settlement Administrator.

5. Allocation of Net Settlement Amount. The Net Settlement Amount is approximately \$29,333.33 and shall be allocated between the LWDA and the Aggrieved Employees pursuant to Labor Code Section 2699 as follows:

"2699 Civil Penalties". One-Hundred Percent (100%) shall be paid as a Labor Code Section 2699 penalty payment with Seventy-Five Percent (75%) of this amount being paid to the LWDA and Twenty-Five Percent (25%) being paid to the Aggrieved Employees. The 25% portion to be paid to Aggrieved Employees shall be paid to all Aggrieved Employees pro rata based on the number of workweeks worked by each Aggrieved Employee during the PAGA Period. This amount shall constitute resolution of all remedies available under Labor Code Section 2699, and preclude pursuit by the Aggrieved Employees of any PAGA Released Claims..

6. PAGA Release. In his capacity as a private attorney general or "aggrieved employee," and acting on behalf of himself, the State of California and the Aggrieved Employees, Plaintiff hereby releases Defendant and its respective heirs, executors, administrators, successors, assignees, parents, subsidiaries, officers, directors, shareholders, owners, insurers, employees, agents, servants, representatives, members, and attorneys, (collectively, the "Released Parties") from the PAGA Released Claims that arose during the PAGA Period, as alleged in Plaintiff's Complaint and the LWDA Letter, which specifically includes, but is not limited to, PAGA claims seeking civil penalties for alleged violations to the California Labor Code sections 201-204, 210, 223, 225.5, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 1720, 1771, 1776, 1811, 1812, 1813, 1815, 2802.

7. Dismissal. Plaintiff shall submit a proposed order approving the terms of the PAGA Settlement, subject to the Court's continued jurisdiction for the purpose of enforcing the terms of the Settlement. Within ten (10) court days of Defendant's fulfillment of its obligation to fund the Settlement and provide all necessary information to the Settlement Administrator to facilitate the administration of the Settlement, Plaintiff will file a request for dismissal of this Action with prejudice. Neither the Settlement, the order approving the Settlement, or the dismissal shall release or bar any claims other than the PAGA Released Claims as to the Aggrieved Employees.

IV. ADMINISTRATION OF SETTLEMENT

1. Settlement Administrator. The Parties agree that IL YM Group Inc. will manage the administration of this Settlement.

2. Funding Obligation. Within ten (10) business days after the Effective Date, Defendant shall fund the \$50,000.00 Maximum Settlement Amount.

3. **Payment to the LWDA, Attorney's Fees and Costs, and Administration Costs.**

Within five (5) business days from receipt of the Settlement funds, the Settlement Administrator will distribute the following payments: (1) the 75% share of the Net Settlement Amount to the LWDA; (2) Court-approved attorneys' fees and costs to Plaintiff's Counsel; and (3) Court-approved administration costs to the Settlement Administrator.

4. **Provision of Information for Aggrieved Employees.** Within ten (10) business days after the Effective Date, Defendant shall provide the Settlement Administrator with the information specified in this Section for Aggrieved Employees. Defendant will in good faith compile from their records a list of Aggrieved Employees that will be in a computer-readable format, such as a Microsoft Excel spreadsheet, and shall include each Aggrieved Employee's full name, last known mailing address, last known telephone number, start date(s) of employment, end date(s) of employment, and Social Security numbers (for purposes of issuance of IRS Forms 1099). Because Social Security numbers are included in the list, the Settlement Administrator will maintain the list in confidence, and access shall be limited to authorized representatives of the Settlement Administrator with a need to use the list as part of the administration of the Settlement. The Settlement Administrator has represented to Plaintiff's Counsel that it will store such data securely in accordance with California law and best practices for companies engaged in the administration of settlements.

Within ten (10) business days of receipt of this information, the Settlement Administrator will circulate to counsel for Plaintiff and Defendant an anonymized spreadsheet containing the Individual PAGA Payments to each Aggrieved Employee and the data used to calculate said payments. The Settlement Administrator shall obtain approval of the calculations from the Parties within five (5) business days after receipt of such information by counsel for the Parties. Within five (5) business days after such approval is received, the Settlement Administrator shall mail the Individual PAGA Payments.

5. **Explanatory Letter and Individual PAGA Payments.** The Settlement Administrator will include copies of the explanatory letter, which has been mutually approved by the Parties and is attached hereto as **Exhibit A**, in English, along with Individual PAGA Payments to all Aggrieved Employees via regular First Class U.S. Mail.

The amount to be received by each Aggrieved Employee, will be based on the formula set forth in Section III.5, *supra*. Checks will remain negotiable for 180 days. Each Individual PAGA Payment shall be deemed penalties and reported using IRS Form 1099.

6. **Undeliverable Payments.** The Settlement Administrator shall conduct both a National Change of Address Database ("NCOAD") as well as an Accurint®, or substantially similar, skip trace prior to mailing the Individual PAGA Payments and explanatory letter. The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Aggrieved Employee.

Any checks returned as non-deliverable on or before the check cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using another skip-trace or other search using the name, address or Social Security number of the Aggrieved Employee involved and will perform a single re-mailing.

Defendant fully discharges its obligations to the Aggrieved Employees through the payment of the Maximum Settlement Amount to the Settlement Administrator and clearance of the settlement funds, regardless of whether checks are actually received and/or negotiated by Aggrieved Employees. Funds represented by checks returned as undeliverable after a re-mailing, and funds represented by checks remaining un-cashed for more than 180 days after issuance will escheat to the DIR Unpaid Wages Fund in the name of the Aggrieved Employees to whom the checks were issued.

Neither Defendant nor Plaintiff shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator.

7. **Accounting.** The Settlement Administrator will provide an accounting under oath to Plaintiff's Counsel and counsel for Defendant (Lonnie D. Giamela of Fisher & Phillips LLP) of the amounts paid from the Settlement prior to any final accounting hearing set by the Court, or in case no such hearing is required, no later than six (6) months after the Individual PAGA Payments have been disbursed.

8. **Tax Consequences.** Neither Plaintiff nor Defendant, nor counsel for either of the Parties, makes any representations or warranties with respect to tax consequences of any payment under this Settlement.

V. MISCELLANEOUS PROVISIONS

1. **Drafting.** The Parties agree that the terms and conditions of this Settlement are the result of lengthy, intensive, arm's-length negotiations between the Parties and that neither Plaintiff nor Defendant shall be considered the "drafter" of this Settlement for purposes of having terms construed against that Party.

2. **Successors.** This Settlement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators and successors.

3. **Governing Law.** This Settlement shall be construed under and governed by the laws of the State of California. All questions of validity, interpretation or performance of any of its terms or of any rights or obligations of the Parties to this Settlement shall be governed by California law. If any legal or equitable action is necessary to enforce the terms of this Settlement, it shall be brought in the State of California.

4. **Complete Agreement.** The Parties each acknowledge and represent that no promise or representation not contained in this Settlement has been made to them and acknowledge and represent that this Settlement contains the entire understanding between them and contains all terms and conditions pertaining to the compromise and settlement of the PAGA Released Claims. This Settlement cannot be amended or modified except by a writing signed by the Parties hereto.

5. **Nullification of Settlement.** In the event that the Court does not approve the Settlement as provided herein or the Settlement does not become final for any other reason, then this Settlement and any documents generated to bring it into effect, will be null and void, and the Parties will be returned to their original respective positions. In the event the Court declines to approve the Settlement on the basis that the Parties are required to submit a proposed judgment rather than a

request to have the Action dismissed with prejudice, the Parties then agree to revise this Agreement to state that the Parties will submit a proposed judgment rather than a request for dismissal of the Action with prejudice. The Parties agree to cooperate regarding the preparation and execution of any documents necessary for effectuating this provision.

6. **Continued Jurisdiction.** After approval of this Settlement, the Court will have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement, (ii) settlement administration matters, and (iii) such post-Judgment or post-dismissal matters as may be appropriate under court rules or as set forth in this Settlement.

7. **Amendment or Modification.** This Settlement may be amended or modified only by a written instrument, signed by either the Parties or their successors-in-interest or counsel for all Parties.

8. **Authorization to Enter into Settlement.** Counsel for all Parties warrant and represent that they are expressly authorized by the Parties whom they represent to negotiate this Settlement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement to effectuate its terms, and to execute any other court documents required to effectuate the terms of this Settlement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

9. **Execution and Counterparts.** This Settlement is subject only to the execution of all Parties. However, the Settlement may be executed in one or more counterparts. All executed counterparts, and each of them, including facsimile, electronic signature, and scanned copies of the signature page, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange among themselves original signed counterparts.

11. **Invalidity of Any Provision.** Before declaring any provision of this Settlement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Settlement valid and enforceable.

12. **Severability.** If any term or provision of this Settlement is held to be invalid or unenforceable, the remaining portions of this Settlement will continue to be valid and will be performed, construed and enforced to the fullest extent permitted by law, and the invalid or unenforceable term will be deemed amended and limited in accordance with the intent of the Parties, as determined from the face of the Settlement, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

13. **Waiver.** No waiver of any condition or covenant contained in this Settlement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such Party of the same or any other condition, covenant, right or remedy.

14. **Enforcement Action.** In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties

will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

15. **Mutual Preparation.** The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement. Accordingly, this Settlement will not be construed more strictly against one Party merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement.

16. **Representation by Counsel.** The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement, and this Settlement has been reviewed in full and is executed knowingly and voluntarily.

17. **Cooperation and Execution of Necessary Documents.** All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement.

18. **Binding Agreement.** The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement will be fully enforceable and binding on all Parties and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

19. **Denial of Liability.** The Parties expressly recognize that the making of this Settlement does not in any way constitute an admission or concession of wrongdoing on the part of Defendant. Nothing in this Settlement, nor any action taken in implementation thereof, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued or used during the course of this Action, is intended by the Parties to, nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in any other judicial, arbitral, administrative, investigative or other forum or proceeding, as evidence of any violation of any federal, state or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, this Settlement may be used in any Court proceeding that has as its purpose the interpretation, implementation or enforcement of the Settlement or any orders or judgments of the Court entered into in connection therewith.

IN WITNESS THEREOF, the Parties each acknowledge that they have read the foregoing Settlement, accept and agree to the provisions contained in this Settlement and hereby execute it voluntarily and with full understanding of its consequences.

Dated: Enter Date/15, 2020

PLAINTIFF

DocuSigned by:

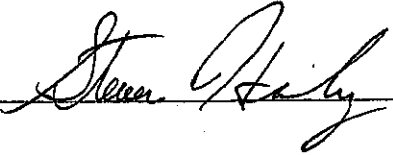
By: 

68F48E18432847E
Jeffrey Mandell

[Additional signatures on next page]

Dated: 9-18, 2020

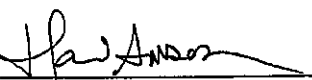
DIVERSIFIED COMMUNICATIONS SERVICES, INC.

By: 

APPROVED AS TO FORM:

GRAHAMHOLLIS APC

Dated: September 9, 2020

By: 
Graham Hollis
Hali Anderson
Attorneys for Plaintiff

Dated: September 18, 2020

FISHER & PHILLIPS LLP

By: 
Lonnie D. Giamela
Attorneys for Defendant

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PROOF OF SERVICE
(CCP § 1013(a) and 2015.5)

I, the undersigned, am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; am employed with Fisher & Phillips LLP and my business address is 444 South Flower Street, Suite 1500, Los Angeles, California 90071.

On September 28, 2020, I served the foregoing document entitled **STIPULATION TO SETTLE PRIVATE ATTORNEYS GENERAL ACT ("PAGA") CLAIM; [PROPOSED] ORDER; AND JUDGMENT THEREON** on all the appearing and/or interested parties in this action by placing ☐ the original ☒ a true copy thereof enclosed in sealed envelope(s) addressed as follows:

Graham S.P. Hollis
Vilmarie Cordero
Hali M. Anderson
GRAHAMHOLLIS APC
3555 Fifth Avenue Suite 200
San Diego, California 92103

Attorneys for Plaintiff
JEFFREY MANDELL

Tel: 619.692.0800 Fax: 619.692.0822
Email: ghollis@grahamhollis.com;
vcordero@grahamhollis.com;
handerson@grahamhollis.com

- ☒ **[by MAIL]** - I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postage cancellation date or postage meter date is more than one day after date of deposit for mailing this affidavit.
- ☐ **[by FEDERAL EXPRESS]** - I am readily familiar with the firm's practice for collection and processing of correspondence for overnight delivery by Federal Express. Under that practice such correspondence will be deposited at a facility or pick-up box regularly maintained by Federal Express for receipt on the same day in the ordinary course of business with delivery fees paid or provided for in accordance with ordinary business practices.
- ☐ **[by ELECTRONIC SERVICE]** - Based on a court order or an agreement of the parties to accept service by electronic transmission, I caused the documents to be sent to the persons at the electronic notification address listed above.
- ☐ **[by PERSONAL SERVICE]** - I caused to be delivered by messenger such envelope(s) by hand to the office of the addressee(s). Such messenger is over the age of eighteen years and not a party to the within action and employed with Express Network, whose business address is 1605 W. Olympic Boulevard, Suite 800, Los Angeles, CA 90015.

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

Executed September 28, 2020, at Los Angeles, California.

Katherine Wagner

Print Name

By: *Katherine Wagner*

Signature

PROOF OF SERVICE