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Attorneys for Plaintiff, JUAN AGUILAR, individually
and on behalf of other individuals similarly situated

SUPERIOR COURT FOR THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

JUAN AGUILAR individually and on behalf of
other individuals similarly situated,

Plaintiff,

v.

ISS FACILITY SERVICES, INC., a Delaware
corporation, and DOES 1-100 inclusive,

Defendant.

CASE NO. 20STCV24047

Assigned to Hon. Ann I. Jones, Dept. 6

**PAGA REPRESENTATIVE ACTION
SETTLEMENT AGREEMENT AND
RELEASE**

Complaint Filed: June 23, 2020

1
2 This Settlement and Release is made and entered into between: Plaintiff Juan Aguilar
3 individually and on behalf of all PAGA Aggrieved Employees (as defined herein), ISS Facility
4 Services Inc., subject to approval from the Court, as provided below. This Representative Action
5 Settlement and Release is intended by the Parties to fully, finally, and forever resolve, discharge, and
6 settle the Released PAGA Claims upon and subject to the terms and conditions hereof, as follows:

7 **DEFINITIONS**

8 1. **“Action”** refers to the civil action entitled *Juan Aguilar v. ISS Facility Services, Inc.*, Los
9 Angeles County Superior Court, Case No. 20STCV24047.

10 2. **“Aguilar”** refers to Juan Aguilar, named Plaintiff in this Action.

11 3. **“Agreement”** refers to this PAGA Representative Action Settlement and Release.

12 4. **“Approval Order”** refers to the order issued and entered by the Court following a
13 Motion for approval of this Settlement.

14 5. **“Complaint”** refers to the Complaint filed on June 23, 2020, in this Action.

15 6. **“Defendant”** refers to Defendant ISS Facility Services Inc.

16 7. **“Defendant’s Counsel”** refers to Lewis Brisbois, LLP. For purposes of providing any
17 notices required under this Settlement, Defendant’s Counsel shall refer to: Julie W. O’Dell, 650
18 Town Center Drive, Suite 1400, Costa Mesa, CA 92626.

19 8. **“Eligible Workweeks”** refers to a workweek in which a PAGA Aggrieved Employee
20 was employed by Defendant at a Takeda facility in California during the period of April 24, 2019
21 through the date on which approval of this Agreement is granted, and received any regular pay. Any
22 workweek in which the PAGA Aggrieved Employee did not receive any regular pay will not be an
23 Eligible Workweek, even if the PAGA Aggrieved Employee received other pay (such as PTO, for
24 example).

25 9. **“Escalator Payment”** refers to \$50.70 that Defendant will pay in addition to the Gross
26 Settlement Amount for each Covered Pay Period in excess of 6,508 that Defendant seeks to include
27 in the Covered Period, as defined in Paragraph 41 of this Agreement.

1 10. **“Gross Settlement Amount”** refers to the maximum settlement payment Defendant may
2 be obligated to make in connection with the Settlement, which in this case is no more than
3 \$300,000.00. This sum shall include all attorneys’ fees, costs, and expenses (both those incurred to
4 date and those to be incurred), settlement administration fees and expenses, any service payment
5 (incentive award) to Plaintiff, and the amounts paid to the Labor & Workforce Development Agency
6 (“LWDA”) and all PAGA Aggrieved Employees. No portion of the Gross Settlement Amount shall
7 revert to Defendant.

8 11. **“Individual Settlement Payment”** refers to the amount calculated by the Settlement
9 Administrator to be distributed to each individual PAGA Aggrieved Employee.

10 12. **“Judgment”** refers to the final judgment by the Court after approval of the Settlement.

11 13. **“LWDA”** refers to the California Labor & Workforce Development Agency.

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

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

16 16. **“PAGA Aggrieved Employees”** means all individuals who are or previously were
17 employed by Defendant (ISS Facility Services, Inc) working at a Takeda facility in California as
18 non-exempt employees during the period April 24, 2019 and May 7, 2021. .

19 17. **“PAGA Aggrieved Employee”** refers to an individual PAGA Aggrieved Employees.

20 18. **“PAGA Period”** means April 24, 2019 to May 7, 2021.

21 19. **“Plaintiff”** refers to Juan Aguilar, named Plaintiff in this Action.

22 20. **“Plaintiff’s Counsel”** refers to Bradley/Grombacher, LLP, and the Law Offices of Sahag
23 Majarian II. For purposes of providing any notices required under this Settlement, Plaintiff’s
24 Counsel shall refer to: (1) Marcus J. Bradley, Kiley L. Grombacher, and Lirit A. King, 31365 Oak
25 Crest Drive, Suite 240, Westlake Village, CA 91631; and (2) Sahag Majarian II, 18250 Ventura
26 Boulevard, Tarzana, CA 91356.

27 21. **“Released PAGA Claims”** refers to those claims defined in Paragraph 46 of this
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1 Agreement. The Released PAGA Claims shall apply to all PAGA Aggrieved Employees.

2 22. **“Released Parties”** refers to Defendant and any parent, subsidiary, affiliate, predecessor
3 or successor.

4 23. **“Settlement”** refers to the terms of this Agreement.

5 24. **“Settlement Administrator”** refers to the third-party administrator, who has been
6 mutually selected by the Parties, subject to Court approval, to perform the notice, claims
7 administration, and distribution of payment functions further described in this Settlement. The
8 Settlement Administrator shall establish its own employer identification number and file an Internal
9 Revenue Service Form W-9. The Settlement Administrator shall meet all of the requirements to
10 establish a Qualified Settlement Fund (“QSF”) pursuant to U.S. Treasury Regulation Section 468B-
11 1.

12 **PROCEDURAL HISTORY AND RECITALS**

13 25. **The Action.** On March 31, 2020 Plaintiff submitted a letter to the LWDA alleging that
14 Defendant had engaged in various violations of the California Labor Code. On June 23, 2020,
15 Plaintiff filed a complaint seeking penalties pursuant to PAGA.

16 26. **Investigation by Plaintiff’s Counsel.** Plaintiff’s Counsel investigated the claims against
17 Defendant in the Action, and also analyzed all applicable defenses raised by Defendant.

18 27. **Defendant’s Denials.** Defendant denies and continues to deny: (a) all of the allegations
19 made in the Action; (b) that it violated any applicable laws; and (c) that it is liable or owes damages,
20 penalties, or other compensation or remedies to anyone with respect to the alleged facts or claims
21 asserted in the Action. Defendant emphasizes that the Court has not made any findings of liability
22 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
26 Defendant contained in this Agreement are made for settlement purposes only.

27 28. **Evaluation of Plaintiff’s Counsel.** Based on Plaintiff’s Counsel’s investigation and
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30. **The Parties' Agreement to Cooperate.** The Parties agree to cooperate and to take all steps necessary and appropriate to effectuate all aspects of this Settlement.

SETTLEMENT ADMINISTRATOR

33. **Data for Settlement Administrator.** Within 7 calendar days of the entry of the Approval Order, Defendant shall provide to the Settlement Administrator the following information: (1) name of each PAGA Aggrieved Employee; (2) last known address of each PAGA Aggrieved Employee; (3) the number of Eligible Workweeks for each PAGA Aggrieved Employee; and (4) Social Security Numbers for each PAGA Aggrieved Employee.

PAGA REPRESENTATIVE ACTION SETTLEMENT AGREEMENT AND RELEASE

provided confidentially, and the Settlement Administrator shall treat the information as private and confidential and take all necessary precautions to maintain the confidentiality of contact information of the PAGA Aggrieved Employees. This information is to be used only to carry out the Settlement Administrator's duties as specified in this Settlement. The Settlement Administrator shall return the data to Defendant or confirm its destruction upon completion of the Settlement Administrator's duties in administering the Settlement.

DISTRIBUTION OF SETTLEMENT PROCEEDS

35. **Gross Settlement Amount.** Defendant agrees to pay a maximum of \$300,000.00 toward the Gross Settlement Amount.

36. **Funding of Gross Settlement Amount.** Defendant shall deposit the Gross Settlement Amount into the Qualified Settlement Fund established by the Settlement Administrator within 14 calendar days of Court approval of this settlement.

37. **Attorneys' Fees and Costs.** Plaintiff's Counsel intend to request—and Defendant agrees not to oppose—that the Court approve an attorneys' fees and costs award for (a) attorneys' fees in the amount up to one-third of the Gross Settlement Amount; and (b) costs supported by adequate documentation by Plaintiff's Counsel not to exceed \$15,000. Except as provided in this Settlement, Defendant shall have no liability for any other attorneys' fees or costs.

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

b. **Timing of Payment of Attorneys' Fees and Costs.** The Settlement Administrator

1 shall pay to Plaintiff's Counsel any approved attorneys' fees and costs award within
2 fourteen (14) calendar days of receiving the Gross Settlement Amount. The
3 Settlement Administrator shall issue an Internal Revenue Service Form 1099 to
4 Plaintiff's Counsel for any attorneys' fees and costs award payment. Plaintiff's
5 Counsel shall be solely and legally responsible for paying all applicable taxes on any
6 attorneys' fees and costs award payments and shall indemnify and hold harmless
7 Defendant from any claim or liability for taxes, penalties, or interest arising as a
8 result of the payment.

9 **38. Settlement Administration Costs.** Plaintiff's Counsel intends to request—and
10 Defendant agree not to oppose—that the Court approve Settlement Administration Costs of up to
11 \$10,000. The Settlement Administration Costs approved by the Court will be paid from the Gross
12 Settlement Amount. Any amount of Settlement Administration Costs requested by Plaintiff's
13 Counsel but unapproved by the Court shall be allocated equally to the Net Settlement Amount.
14 Upon completion of administration of the settlement set forth in this Settlement, the Settlement
15 Administrator shall provide written certification of such completion to Plaintiff's Counsel and
16 Defendant's Counsel.

17 a. **Timing of Settlement Administration Costs Payment.** The Settlement
18 Administrator shall deduct any approved Settlement Administration Costs from the
19 Gross Settlement Amount within fourteen (14) calendar days of receiving the Gross
20 Settlement Amount.

21 **39. Service Payment.** Plaintiffs' Counsel will request that the Court approve an
22 enhancement award to Plaintiff not to exceed \$5,000. Defendant will not oppose this request. The
23 service payment shall be paid out of the PAGA Settlement Amount.

24 a. **Timing of Service Payment.** The Settlement Administrator shall pay the Service
25 Payment to Plaintiff within fourteen (14) calendar days of receiving the Gross
26 Settlement Amount. The Settlement Administrator shall issue an Internal Revenue
27 Service Form 1099 to Plaintiff for the Service payment. Plaintiff shall be solely and
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legally responsible for paying all applicable taxes on any Enhancement payment and shall indemnify and hold harmless Defendant from any claim or liability for taxes, penalties, or interest arising as a result of the payment.

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

a. **Timing of LWDA Payment.** The Settlement Administrator shall submit the LWDA Payment to the LWDA within fourteen (14) calendar days of receiving the Gross Settlement Amount.

41. **Individual Settlement Payments.** Each PAGA Aggrieved Employee will be eligible to receive a portion of the Net Settlement Amount based on the following formula:

a. The individual PAGA Settlement Share payment to a PAGA Aggrieved Employee will be calculated by dividing the number of Eligible Workweeks attributed to the PAGA Aggrieved Employee by all Eligible Workweeks attributed to PAGA Aggrieved Employees multiplied by the PAGA Fund. Otherwise stated, the formula for a PAGA Aggrieved Employee is: (individual's Eligible Workweeks ÷ total PAGA Settlement Eligible Workweeks) x PAGA Distribution Fund.

b. Prior to the mediation, Defendant provided Plaintiff with the pay period count from April 24, 2019 through February 28, 2021. For the purposes of mediation, the Parties estimated 5,917 Covered Pay Periods. The Parties agree that Defendant will not be required to make any payment in excess of the Gross Settlement Amount if the number of Covered Pay Periods is 6,508 or fewer through the date of the May 7, 2021 mediation. The Parties agree that, as of May 7, 2021, the number of Covered Pay Periods exceeds 6,508, Defendant will pay \$50.70 for each Covered Pay Period in excess of 6,508 that Defendant seeks to include in the Covered Period ("Escalator

Payment”).

- c. Defendant’s time and payroll records regarding the number of Eligible Workweeks worked for each PAGA Aggrieved Employee shall be used for purposes of calculating individual settlement payments. Defendant’s records shall be determinative for purposes of calculating the number of weeks worked and any payments to PAGA Aggrieved Employees.
- d. The Settlement Administrator shall issue the checks constituting the Individual Settlement Payments within fourteen (14) calendar days of receiving the Gross Settlement Amount.
- e. Individual Settlement Payments will be characterized as 100% Form 1099 income. Any settlement checks distributing Individual Settlement Payments returned to the Settlement Administrator as undeliverable shall be sent within 5 calendar days via First Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall attempt to determine the correct address using a single computer skip-trace search, and it shall then perform a re-mailing within 5 calendar days. After 180 days from the date of their mailing by the Settlement Administrator, any uncashed checks will be void and sent to the State of California Department of Industrial Relations, Unclaimed Waged Fund in the PAGA Aggrieved Employee’s name who did not cash or negotiate his or her check. The Settlement Administrator shall notify Plaintiff’s Counsel and Defendant’s Counsel of any undeliverable checks.

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

43. **No Tax Advice or Liability.** Each PAGA Aggrieved Employee agrees to indemnify, and to hold harmless, Defendant from any liability for taxes, fees, costs, or assessments resulting from his or her failure to timely pay taxes, interest, fees, or penalties owed.

45. **Release by PAGA Aggrieved Employees.** 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 Aggrieved Employee will release Defendant and Released Parties of all Released PAGA Claims which may have arisen during the PAGA Period. The Released PAGA Claims include any and all claims and theories of liability under the California Private Attorneys General Act of 2004 alleged in letters to the Labor and Workforce Development Agency (“LWDA”) submitted by Plaintiff or the operative Complaint in the Action (Los Angeles Superior Court Case No. 20STCV24047), or that could have been alleged based on the facts pertaining to Plaintiff and the PAGA Aggrieved Employees.

46. **Additional Release by Plaintiff.** In addition to the release given by each PAGA Aggrieved Employee, Plaintiff agrees to further release the Released Parties from any and all claims, demands, rights, liabilities, and/or causes, of any form whatsoever, arising under federal, state or

1 local wage-and-hour laws, rules, or regulations, whether known or unknown, unforeseen,
2 unanticipated, unsuspected or latent, that have been or could have been asserted by Plaintiff, or the
3 heirs, successors and/or assigns of Plaintiff, whether directly, indirectly, representatively,
4 derivatively or in any other capacity, arising at any time prior to the date that the court grants
5 approval of the settlement. As to the Plaintiff's Released Claims only, Plaintiff expressly waives all
6 rights and benefits under the terms of section 1542 of the California Civil Code. Section 1542 reads
7 as follows:

8 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS**
9 **THAT THE CREDITOR OR RELEASING PARTY DOES NOT**
10 **KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT**
11 **THE TIME OF EXECUTING THE RELEASE AND THAT, IF**
12 **KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY**
13 **AFFECTED HIS OR HER SETTLEMENT WITH THE**
14 **DEBTOR OR RELEASED PARTY.**

15 This general release from Plaintiff is only effective upon the Court granting approval of the
16 Settlement and will not include a release of any claim that cannot be waived, including but not
17 limited to workers' compensation claims. This release also does not include future claims that arise
18 after approval.

19 47. **No Admission of Liability.** By entering into this Settlement, Defendant in no way
20 admits any violation of law or any liability whatsoever to PAGA Aggrieved Employees, individually
21 or collectively, and expressly deny all such liability.

22 **SETTLEMENT APPROVAL PROCEDURE**

23 48. **Settlement Approval.** Plaintiff shall submit to the Court a Motion for Approval of
24 Settlement. This motion shall seek an order to approve the proposed Settlement. This motion shall
25 include the basis for the Gross Settlement Amount and why the amount is reasonable in light of the
26 facts and controlling authorities pertaining to the claims alleged.

27 49. **Effect of Failure to Obtain Approval.** If this Settlement or a substantially similar
28 settlement mutually agreed to by the Parties is not approved, the Action shall proceed as if no
settlement had been attempted, unless the Parties jointly agree to seek reconsideration of the ruling
or Court approval of a renegotiated settlement. Defendant retains the right to contest whether any

1 aspect of the Action should be maintained as a representative action, or to contest the merits of the
2 claims being asserted in the Action.

3 50. **Entry of Judgment.** Upon issuance of the Approval Order, the Parties shall request that
4 the Court enter Judgment in the case.

5 51. **Effect of Failure to Obtain Judgment.** In the event the Court fails to enter Judgment in
6 accordance with this Settlement, or such final judgment is vacated or reversed, the Action shall
7 proceed as if no settlement had been attempted, unless the Parties jointly agree to seek
8 reconsideration or appellate review of the ruling or Court approval of a renegotiated settlement.
9 Defendant retains the right to contest whether any aspect of the Action should be maintained as a
10 representative action, or to contest the merits of the claims being asserted by Plaintiff or PAGA
11 Aggrieved Employees in the Action.

12 **MISCELLANEOUS**

13 52. **Interim Stay of Proceedings.** The Parties agree to refrain from further litigation, except
14 such proceedings necessary to implement and to obtain an Approval Order of the terms of the
15 Settlement. If the Settlement is not approved, the Parties agree that they will revert to their positions
16 in the lawsuit prior to the time the Settlement was reached, and no agreements set forth in this
17 Settlement or any documents generated or orders issued related to the Settlement will be admissible
18 in any future proceeding in this or any other action.

19 53. **Parties' Authority.** The signatories hereto represent that they are fully authorized to
20 enter into this Settlement and are fully authorized to bind the Parties to all terms stated herein.

21 54. **Entire Agreement.** This Settlement, which includes the Definitions and Recitals,
22 constitutes the entire agreement between the Parties with regard to the subject matter contained
23 herein, and all prior and contemporaneous negotiations and understandings between the Parties shall
24 be deemed merged into this Settlement.

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

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

6 **57. Facsimile or Scanned Signatures.** Any party may sign and deliver this Settlement by
7 signing on the designated signature block and transmitting that signature page via facsimile,
8 Docusign, or as an attachment to an e-mail to counsel for the other party. Any signature made and
9 transmitted by facsimile or as an attachment to an e-mail for the purpose of executing this
10 Settlement shall be deemed an original signature for purposes of this Settlement and shall be binding
11 upon the party who transmits the signature page.

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

15 **59. Construction.** The determination of the terms and conditions of this Settlement has been
16 by mutual agreement of the Parties. Each party participated jointly in the drafting of this Settlement,
17 and the terms and conditions of this Settlement are not intended to be, and shall not be, construed
18 against any party by virtue of draftsmanship.

19 **60. Captions.** The captions or headings of the sections and paragraphs of this Settlement
20 have been inserted for convenience of reference only and shall have no effect upon the construction
21 or interpretation of any part of this Settlement.

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

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

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

12 **64. Discovery of Confidential Documents and Information.** Plaintiff's Counsel agree that
13 they will destroy all confidential documents and information provided to them by Defendant within
14 30 calendar days after the completion of the administration of the Settlement. Plaintiff's Counsel
15 further agree that none of the documents and information provided to them by Defendant shall be
16 used for any purpose other than prosecution of this Action or the defense or prosecution of a
17 malpractice action.

18 **65. No Tax Advice.** Neither Plaintiff's Counsel nor Defendant's Counsel intend anything
19 contained in this Settlement to constitute advice regarding taxes or taxability, nor shall anything in
20 this Settlement be relied upon as such within the meaning of United States Treasury Department
21 Circular 230 (31 C.F.R. Part 10, as amended) or otherwise.

22 **66. No Media Announcements.** Plaintiff, Plaintiff's Counsel, Defendant and Defendant's
23 Counsel, shall not publicize the terms or existence of the Settlement on their websites, in
24 advertising/marketing materials or on social media, other than filing documents with the Court. The
25 Parties and their counsel agree that they will not issue any press releases or initiate any contact with
26 the media about the fact, amount, or terms of the Settlement. If counsel for any Party receives an
27 inquiry about the Settlement from the media, counsel may respond only after motion for approval of
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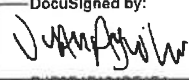
1 the Settlement has been filed. Nothing in this provision shall prevent the Parties from making any
2 required disclosure.

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

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

SO AGREED AND STIPULATED:

DATED: 6/23/2021

DocuSigned by:

By: _____
Juan Aguilar

DATED: 6/23/2021

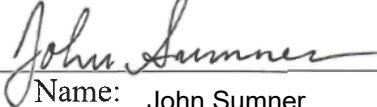
BRADLEY/GROMBACHER, LLP
LAW OFFICES OF SAHAG MAJARIAN II

By: 

Marcus J. Bradley, Esq.
Attorneys for Plaintiff

DATED:

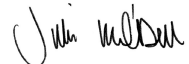
ISS FACILITY SERVICES, INC.

By: 

Name: John Sumner
Title: General Counsel

DATED:

LEWIS BRISBOIS, LLP

By: 

Julie W. O'Dell, Esq.
Attorneys for Defendant

1 **CALIFORNIA STATE COURT PROOF OF SERVICE**

2 Juan Aguilar v. ISS Facility Services, Inc.

3 LASC Case No: 20STCV24047

4 STATE OF CALIFORNIA, COUNTY OF ORANGE

5 At the time of service, I was over 18 years of age and not a party to this action. My
6 business address is 650 Town Center Drive, Suite 1400, Costa Mesa, CA 92626.

7 On June 24, 2021, I served true copies of the following document(s): **PAGA**
8 **REPRESENTATIVE ACTION SETTLEMENT AGREEMENT AND RELEASE**

9 I served the documents on the following persons at the following addresses (including fax
10 numbers and e-mail addresses, if applicable):

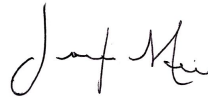
11 **SEE ATTACHED SERVICE LIST**

12 The documents were served by the following means:

13 ☒ (BY ELECTRONIC TRANSMISSION ONLY) Only by e-mailing the document(s) to the
14 persons at the e-mail address(es) listed above based on notice provided on March 16, 2020
15 that, during the Coronavirus (COVID-19) pandemic, this office will be working remotely,
16 not able to send physical mail as usual, and is therefore using only electronic mail. No
17 electronic message or other indication that the transmission was unsuccessful was received
18 within a reasonable time after the transmission.

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

21 Executed on June 24, 2021, at Costa Mesa, California.

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Joe Mills

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SERVICE LIST
Juan Aguilar v. ISS Facility Services, Inc.
LASC Case No: 20STCV24047

Marcus J. Bradley, Esq.
Kiley L. Grombacher, Esq.
Lirit A. King, Esq.
BRADLEY/GROMBACHER, LLP
31365 Oak Crest Drive, Suite 240
Westlake Village, CA 91361

Attorneys for Plaintiff
**JUAN AGUILAR, individual and on behalf of
other individuals similarly situated**

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