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Attorneys for Defendants
J.B. HUNT TRANSPORT SERVICES, INC.;
MSG SERVICES GROUP, INC. and BRIGHT
SKY GROUP OF SERVICES, INC. (erroneously
sued as "BRIGHT SKY, INC.")

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

JUAN VIDAL, individually and on behalf of
others similarly situated,

Plaintiff,

vs.

J.B. HUNT TRANSPORT SERVICES, INC., a
California Corporation; MSG SERVICES
GROUP, INC., an Illinois Corporation; BRIGHT
SKY, INC., an Illinois Corporation; and DOES 1
through 50, inclusive,

Defendants.

Case No. 20STCV22775

**JOINT STIPULATION OF PAGA
SETTLEMENT AND RELEASE**

[Assigned for all purposes to Hon. William F.
Highberger, Dept. 10]

Action Filed: June 10, 2020
Trial Date: None

1 This Joint Stipulation of PAGA Settlement and Release (“Agreement”) is made by and
2 between plaintiff Juan Vidal (“Vidal”), individually and on behalf of all other aggrieved employees,
3 and defendant MSG Services Group, Inc. (“MSG” or “Defendant”) (collectively, the “Parties”), and
4 is subject to the terms and conditions below, and to the Court’s approval. The Parties expressly
5 acknowledge that this Agreement is entered into solely for the purpose of compromising disputed
6 claims and nothing in this Agreement is an admission of liability or wrongdoing by MSG. If for any
7 reason the Agreement is not approved, it will be of no force or effect, and the Parties will be returned
8 to their respective positions immediately prior to and as if they had never executed this Agreement
9 as more fully set forth below.

10 DEFINITIONS

11 In addition to other terms defined in this Agreement, the terms below have the following
12 meaning in this Agreement:

13 1. “Action” means the action entitled *Vidal v. J.B. Hunt Transport Services, Inc. et al.*,
14 Case No. 20STCV22775, pending in the Superior Court of the State of California, County of Los
15 Angeles.

16 2. “Aggrieved Employees” means all of the former non-exempt employees that worked
17 for MSG in California from April 23, 2019, to December 28, 2019.

18 3. “Aggrieved Employees’ Counsel” means Payne Nguyen, LLP, Cody Payne, and Kim
19 Nguyen.

20 4. “Attorneys’ Fees and Costs” means the amounts to be paid to Aggrieved Employees’
21 Counsel for attorneys’ fees and reimbursement of litigation costs and expenses, respectively, as
22 approved by the Court, to compensate Aggrieved Employees’ Counsel for their work and costs
23 incurred and to be incurred in connection with the Action. Aggrieved Employees’ Counsel will
24 request attorneys’ fees of not to exceed one-third of the Gross Settlement Amount plus actually
25 incurred litigation costs up to \$10,000 as documented by Aggrieved Employees’ Counsel’s billing
26 records.

27 5. “Aggrieved Employees’ Data” means the electronic database that MSG will provide
28 to the Settlement Administrator containing each Aggrieved Employees’ (i) full name; (ii) last-known

mailing address and telephone number; (iii) Social Security number; (iv) dates of employment; and (v) the respective number of Pay Periods that each Aggrieved Employee worked for MSG in California during the PAGA Period.

6. “Class Claims” means all of Plaintiff’s non-PAGA claims pleaded in the Operative Complaint, including Plaintiff’s claims for failure to pay overtime wages; failure to pay meal period premiums; failure to pay rest period premiums; failure to pay minimum wages; failure to timely pay final wages; failure to timely pay wages during employment; failure to provide accurate wage statements; failure to keep accurate payroll records; failure to reimburse expenses; and violation of California Business and Professions Code §§ 17200, *et seq.*

7. “Court” means the Superior Court of California, County of Los Angeles, or any other court taking jurisdiction of this Action.

8. “Defendant” or “MSG” means MSG Services Group, Inc.

9. “Defendant’s Counsel” means Ryan H. Crosner and Chloe S. Chang of Ogletree, Deakins, Nash, Smoak & Stewart, P.C.

10. “Effective Date” means the later of: (i) the 61st day after the Court enters an order granting approval of the Settlement, provided no appeal or motion for reconsideration or other efforts to obtain review has been filed; (ii) if any timely appeals or motions for reconsideration or review are filed, the 61st day after final resolution of any such appeals or motions for reconsideration or review have been finally concluded. In this regard, the Parties intend that the Effective Date of the Settlement shall not be a date before the Court’s order approving the Settlement has become completely final and there is no timely recourse by any person who seeks to object or otherwise contest the Settlement.

11. “Gross Settlement Amount” means Seventy-Three Thousand Dollars (\$73,000), which has been and/or will be paid by MSG in full satisfaction of all claims arising from the Action. The Gross Settlement Amount includes the Service Payment to Plaintiff, Settlement Administration Expenses to Settlement Administrator, Attorneys’ Fees and Costs to Aggrieved Employees’ Counsel, and PAGA Payment of which 75% shall be distributed to the California Labor & Workforce Development Agency (“LWDA”) and 25% to the Aggrieved Employees, all in satisfaction of all

remaining PAGA claims in the Action.

12. “Individual Settlement Payment” means the pro rata amount payable to each Aggrieved Employee from the 25% portion of the Net Settlement Amount allocated to payments to the Aggrieved Employees.

13. “Judgment” means the Court’s Judgment approving the Settlement, substantially in the form attached hereto as **Exhibit 1**, including any revisions required by the Court.

14. “LWDA Payment” means the amount that the Parties have agreed to pay to the California Labor and Workforce Development Agency (“LWDA”).

15. “Net Settlement Amount” means the Gross Settlement Amount less deductions for the Administration Expenses, Service Award, and Aggrieved Employees’ Counsel Fee and Cost Award.

16. “Operative Complaint” means the First Amended Class Action and Representative Action Complaint.

17. “PAGA” means the Private Attorneys General Act of 2004, California Labor Code § 2698 *et seq.*

18. “PAGA Payment” means the amount allocated toward penalties under the Private Attorneys General Act, California Labor Code § 2698, *et seq.*

19. “PAGA Period” means April 23, 2019, to December 28, 2019.

20. “PAGA Payment Letter” means a letter that the Settlement Administrator will send to each Aggrieved Employee with his or her Individual Settlement Payment, substantially in the form attached hereto as **Exhibit 2**, including any revisions required by the Court.

21. “Pay Period” means a pay period that an Aggrieved Employee worked for MSG in the State of California during the PAGA Period.

22. “Plaintiff” means the named plaintiff Juan Vidal.

23. “Released Claims” means all claims, rights, or causes of action arising from April 23, 2019, to December 28, 2019, seeking civil penalties under PAGA that were alleged or reasonably could have been alleged against the Released Parties based on the facts in the Operative Complaint, including, but not limited to, Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510,

1 512, 558, 1174(d), 1174.5, 1182.12, 1194, 1197, 1197.1, 1198, 1199, 2699, 2800, 2802, and 2804.

2 24. "Released Parties" means MSG, their past, present and/or future, direct and/or
3 indirect, officers, directors, owners, members, managers, employees, agents, representatives,
4 attorneys, insurers, partners, investors, shareholders, administrators, parent companies, including but
5 not limited to Bright Sky Group of Services, Inc., contractors, including but not limited to J.B. Hunt
6 Transport Services, Inc., customers, subsidiaries, affiliates, divisions, predecessors, successors,
7 assigns, and joint venturers.

8 25. "Service Payment" means the service payment made to Plaintiff in his capacity as
9 PAGA representative in order to compensate him for his time and effort in the Action and for the
10 general release of all claims by Plaintiff as set forth herein. Plaintiff will request and MSG will not
11 oppose a Service Payment of up to \$5,000.

12 26. "Settlement" means the disposition of the Action and all related claims effectuated by
13 this Agreement.

14 27. "Settlement Administrator" means the third-party administrator, proposed by the
15 Parties and appointed by the Court to administer the Settlement.

16 28. "Settlement Administration Expenses" means the costs payable to the Settlement
17 Administrator for administering the Settlement, including, but not limited to, printing, translating
18 into Spanish, distributing (including with appropriate postage), and tracking documents for this
19 Settlement in English and Spanish, conducting any searches to locate any Aggrieved Employees, tax
20 reporting, distributing the Individual Settlement Payments, Service Payment, Attorneys' Fees and
21 Costs, and providing necessary certification of completion of notice, reports and declarations,
22 establishing and administering a qualified settlement fund account and other responsibilities set forth
23 in this Agreement and as requested by the Parties.

24 29. "Settlement Share" means each Aggrieved Employees' share of the Net Settlement
25 Amount as provided by this Agreement.

26 **RECITALS**

27 30. If the Court does not approve this Settlement, this Agreement shall immediately be
28 set aside and the Parties shall be returned to their respective statuses as of the date and time

1 immediately prior to the execution of the Agreement, and the Parties shall proceed in all respects as
2 if this Agreement had not been executed, except that any costs actually incurred by the Settlement
3 Administrator shall be paid in equal apportionment among the Parties.

4 31. On June 10, 2020, Plaintiff filed a Class Action and Representative Action Complaint
5 against J.B. Hunt Transport Services, Inc., MSG Services Group, Inc., and Bright Sky, Inc., and filed
6 a First Amended Complaint ("FAC") on June 29, 2020 in the Superior Court of the State of
7 California, County of Los Angeles. Plaintiff asserted claims that J.B. Hunt Transport Services, Inc.,
8 MSG Services Group, Inc., and Bright Sky, Inc.:

- 9 A. Failed to pay overtime wages;
- 10 B. Failed to pay meal period premiums;
- 11 C. Failed to pay rest period premiums;
- 12 D. Failed to pay minimum wages;
- 13 E. Failed to timely pay final wages;
- 14 F. Failed to timely pay wages during employment;
- 15 G. Failed to provide accurate wage statements;
- 16 H. Failed to keep accurate payroll records;
- 17 I. Failed to reimburse expenses;
- 18 J. Violated California Business and Professions Code §§ 17200, *et seq.*;
- 19 K. Violated California Labor Code §§ 2698, *et seq.*

20 32. On December 3, 2020, J.B. Hunt Transport Services, Inc., MSG Services Group, Inc.,
21 and Bright Sky, Inc. filed a motion to compel arbitration.

22 33. After J.B. Hunt Transport Services, Inc., MSG Services Group, Inc., and Bright Sky,
23 Inc. provided arbitration-related discovery, Aggrieved Employees' Counsel and Defendant's
24 Counsel had multiple telephonic conferences and email correspondence discussing the analysis of
25 potential damages, and scope of a potential settlement. The Parties agreed to mediate on August 19,
26 2021, on a PAGA-only basis, and exchanged informal mediation data. The August 19, 2021
27 mediation with Marc Feder, Esq., a respected and experienced mediator of wage-and hour and PAGA
28 actions, resulted in a resolution of the Action in its entirety.

1 34. MSG denies any liability or wrongdoing of any kind associated with the claims
2 alleged in the Action, disputes the damages and penalties claimed by Plaintiff. MSG contends,
3 among other things, that at all times it complied with the California Labor Code, the Industrial Wage
4 Commission Orders, and the California Business & Professions Code.

5 35. The Parties believe that the Settlement is fair, reasonable, and adequate. The
6 Settlement was arrived at through arm's-length negotiations, taking into account all relevant factors.
7 The Parties recognize the uncertainty, risk, expense, and delay attendant to further litigation,
8 including trial and any appeal. Accordingly, the Parties desire to fully, finally, and forever settle,
9 compromise, and discharge all Released Claims, as defined herein, in conformity with the terms set
10 forth herein.

11 Based on these Recitals that are a part of this Agreement, the Parties agree as follows:

12 **SETTLEMENT TERMS AND CONDITIONS**

13 36. **Gross Settlement Amount.** Subject to the terms and conditions of this Agreement,
14 the Gross Settlement Amount that MSG will pay under this Settlement is Seventy-Three Thousand
15 Dollars (\$73,000). The Gross Settlement Amount is the maximum possible amount that may be paid
16 by MSG to resolve this Action, subject to Court approval. This amount is all-inclusive of all
17 payments contemplated in this resolution.

18 37. **Payments from the Gross Settlement Amount.** Subject to the terms and conditions
19 of this Agreement, and further subject to Court approval, the Settlement Administrator will make the
20 following payments out of the Gross Settlement Amount:

21 A. **Service Payment to Plaintiff:** In addition to the Settlement Share to be paid
22 to Plaintiff, Plaintiff will apply to the Court for an award of not more than \$5,000 as a Service
23 Payment. MSG will not oppose any application by Plaintiff for a Service Payment of no more than
24 \$5,000. In the event that the Court reduces or does not approve the requested Service Payment,
25 Plaintiff and Aggrieved Employees' Counsel shall not have the right to revoke this Agreement or
26 the Settlement, and it will remain binding. The Settlement Administrator will pay the Service
27 Payment, as approved by the Court, out of the Gross Settlement Amount. If the Court approves a
28 Service Payment of less than \$5,000, the portion that is not awarded will be part of the Net Settlement

1 Amount. Payroll tax withholding and deductions will not be taken from the Service Payment;
2 instead, an IRS Form 1099 will be issued to Plaintiff with respect to the Service Payment. As a
3 condition of receipt of any Service Payment, Plaintiff agrees to a California Civil Code section 1542
4 waiver and a general release of all claims as set forth in Section 40(B) below.

5 **B. Attorneys' Fees and Costs to Aggrieved Employees' Counsel:** Plaintiff
6 will apply to the Court for an award of up to one-third (1/3) of the Gross Settlement Amount, or
7 \$24,333, for attorneys' fees; and reimbursement of costs and expenses associated with Aggrieved
8 Employees' Counsel's litigation and settlement of the Action in an amount not to exceed \$10,000 to
9 Aggrieved Employees' Counsel ("Attorneys' Fees and Costs"). MSG will not oppose any
10 application by Plaintiff or Aggrieved Employees' Counsel for Attorneys' Fees and Costs consistent
11 with this Agreement and approved by the Court. In the event that the Court reduces or does not
12 approve the requested Attorneys' Fees and Costs, Plaintiff and Aggrieved Employees' Counsel shall
13 not have the right to revoke this Agreement or the Settlement, and it will remain binding. The
14 Settlement Administrator will pay the Attorneys' Fees and Costs payment, as approved by the Court,
15 from the Gross Settlement Amount. If the Court approves an Attorneys' Fees and Costs payment of
16 less than the amounts allocated or requested, the remainder will be part of the Net Settlement
17 Amount. Payroll tax withholding and deductions, if any, will not be taken from the Attorneys' Fees
18 and Costs; instead, one or more IRS Forms 1099 will be issued to Aggrieved Employees' Counsel
19 with respect to those payments. The payment of Attorneys' Fees and Costs shall be made by the
20 Settlement Administrator to Payne Nguyen LLP.

21 **C. Settlement Administration Expenses to the Settlement Administrator:**
22 The Settlement Administrator will pay out of the Gross Settlement Amount to itself reasonable fees
23 and expenses that are documented and approved by the Court (the "Settlement Administration
24 Expenses"). These will include, inter alia, fees and costs payable to the Settlement Administrator
25 for printing, translating into Spanish, distributing (including with appropriate postage), and tracking
26 documents for this Settlement in English and Spanish, any searches to locate any Aggrieved
27 Employees, calculating estimated amounts per Aggrieved Employee, distributing the Individual
28 Settlement Payments, Service Payment, Attorneys' Fees and Costs, payment to LWDA for its share

of the PAGA Payment, and providing necessary certification of completion of notice, reports and declarations, establishing and administering a qualified settlement fund account, the issuing of 1099 forms and other responsibilities as requested by the Parties.

D. **PAGA Payment:** Subject to approval by the Court, the Parties agree that the Net Settlement Amount will be allocated to civil penalties, of which 75% shall be distributed to the California Labor & Workforce Development Agency ("LWDA") and 25% to the Aggrieved Employees, all in satisfaction of all remaining PAGA claims in the Action. All Individual Settlement Payments will be allocated to alleged civil penalties, and IRS Forms 1099 will be issued as necessary.

38. **Appointment of Settlement Administrator.** The Parties will seek quotes from mutually acceptable and qualified third-party settlement administrators to serve as the Settlement Administrator, which, as a condition of appointment, will agree to be bound by this Agreement with respect to the performance of its duties and its compensation. The Settlement Administrator's duties will include preparing, printing, and mailing the PAGA Payment Letter to all Aggrieved Employees; conducting a National Change of Address search to update Aggrieved Employee addresses before mailing the PAGA Payment Letter; re-mailing PAGA Payment Letters that are returned as undeliverable to the Aggrieved Employee's updated address; setting up a toll-free telephone number to receive calls from Aggrieved Employees; providing the Parties with weekly status reports about the delivery of PAGA Notices; calculating Settlement Shares; issuing the checks to effectuate the payments due under the Settlement; issuing any required tax reports; and otherwise administering the Settlement pursuant to this Agreement. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address and/or Social Security number of the Aggrieved Employee involved, and will then perform a single re-mailing. The Settlement Administrator will have the authority to resolve all disputes concerning the calculation of an Aggrieved Employee's Settlement Share, subject to the dollar limitations and calculations set forth in this Agreement. The Settlement Administration Expenses, including the cost of printing and mailing the PAGA Notice, will be paid out of, and not in addition to, the Gross Settlement Amount.

1 MSG and Defendant's Counsel shall have no responsibility for validating or ensuring the
2 accuracy of the Settlement Administrator's work, and shall not be bound by any contract or
3 agreement entered into between the Settlement Administrator and Aggrieved Employees' Counsel,
4 if any. In addition, MSG and Defendant's Counsel shall not bear any responsibility for errors or
5 omissions by the Settlement Administrator in administering the Settlement.

6 39. **Procedure for Approving Settlement.**

7 A. **Motion Approval of Settlement by the Court.**

- 8 (i) After Execution of this Settlement Agreement, Plaintiff will file a
9 motion for approval of the Settlement ("Motion for Approval") with
10 the Court for an order granting approval of the Settlement, including
11 a dismissal without prejudice of the Class Claims.
- 12 (ii) Before or concurrent with Plaintiff's filing of a Motion for Approval,
13 the Aggrieved Employees' Counsel will send this Settlement
14 Agreement to the LWDA pursuant to Section 2699(l)(2) of the Labor
15 Code. Within 10 days after entry of a judgment or order approving,
16 denying, or modifying the award of civil penalties contemplated by
17 this Settlement Agreement, Aggrieved Employees' Counsel will
18 submit a copy of the judgment or order to the LWDA pursuant to
19 Section 2699(l)(3) of the Labor Code.
- 20 (iii) Should the Court decline to approve material aspects of the
21 Settlement, the Parties shall work together in good faith to address any
22 concerns raised by the Court and propose a revised settlement for the
23 Court's approval.

24 B. **No Solicitation.** The Parties and their counsel represent that neither the
25 Parties nor their respective counsel have or will solicit or otherwise encourage, directly or indirectly,
26 any Aggrieved Employee to appeal from the Judgment.

27 C. **Waiver of Right to Appeal.** Provided that the Judgment is consistent with
28 the terms and conditions of this Agreement, Plaintiff, Aggrieved Employees, MSG, Aggrieved

1 Employees' Counsel, and Defendant's Counsel hereby waive any and all rights to appeal from the
2 Judgment, including all rights to any post-judgment proceeding and appellate proceeding, such as,
3 but not limited to, a motion to vacate judgment, a motion for new trial, and any extraordinary writ.
4 In such case, the Judgment will become non-appealable at the time it is entered. The waiver of
5 appeal does not include any waiver of the right to oppose any appeal, appellate proceedings, or post-
6 judgment proceedings. If an appeal is taken from the Judgment, the time for consummation of the
7 Settlement (including making payments under the Settlement) will be suspended until such time as
8 the appeal is finally resolved and the Judgment becomes Final

9 **D. Vacating, Reversal, or Material Modification of Judgment on Appeal or**
10 **Review.** If, after a notice of appeal, a petition for review, or a petition for certiorari, or any other
11 motion, petition, or application, the reviewing court vacates, reverses, or modifies the Judgment such
12 that there is a material modification to the Settlement, and that court's decision is not completely
13 reversed and the Judgment is not fully affirmed on review by a higher court, then the Parties shall
14 work together in good faith to address any concerns raised by the reviewing court and propose a
15 revised Settlement for the approval of the Court after the reviewing court's decision vacating,
16 reversing, or materially modifying the Judgment becomes Final. A vacation, reversal, or
17 modification of the Court's award of the Service Payment and Attorneys' Fees and Costs will not
18 constitute a vacation, reversal, or material modification of the Judgment within the meaning of this
19 paragraph, provided that MSG's obligation to make payments under this Settlement will remain
20 limited by the Gross Settlement Amount.

21 **E. Timing of Settlement Funding and Provision of Settlement Shares and**
22 **Other Payments.** MSG will fund the Gross Settlement Amount within 30 calendar days after the
23 Effective Date by depositing the money with the Settlement Administrator. Within fifteen (15)
24 calendar days after MSG deposits the Gross Settlement Amount, the Settlement Administrator will
25 make a distribution (a) to Aggrieved Employees, of their Individual Settlement Payments; (b) to
26 Plaintiff, of the Service Payment, as approved by the Court; (c) to Aggrieved Employees' Counsel,
27 of the Attorneys' Fees and Costs, as approved by the Court; and (d) to the Settlement Administrator,
28 of the Settlement Administration Expenses, as approved by the Court; and (e) to the LWDA, the

1 LWDA Payment.

2 F. **Uncashed Settlement Share Checks.** A Participating Aggrieved Employee
3 shall have one hundred eighty (180) calendar days from the date of issuance of the Individual
4 Settlement Payments to cash their checks. For any checks not cashed after one hundred eighty (180)
5 calendar days, the Settlement Administrator shall transfer the amount represented by the checks to
6 the State of California Controller pursuant to the Unclaimed Property Law, Code of Civil Procedure
7 Section 1500, *et seq.* with the identity of the Aggrieved Employee to whom the funds belong, to be
8 held for the Aggrieved Employee pursuant to the California Unclaimed Property Law. The money
9 transferred to the State of California Controller shall remain the property of the Aggrieved
10 Employee. This shall allow Aggrieved Employees who did not cash their checks to collect their
11 Individual Settlement Payments at any time in the future. Therefore, there shall be no unpaid residue
12 or unclaimed or abandoned Aggrieved Employee fund created by this Settlement and California
13 Code of Civil Procedure Section 384 shall not apply. The Parties hereby expressly agree to this
14 specific distribution for any and all unclaimed funds.

15 G. **Final Report by Settlement Administrator to Court.** Within 10 calendar
16 days after final disbursement of all funds from the Gross Settlement Amount, the Settlement
17 Administrator will serve on counsel for the Parties and file with the Court a declaration providing a
18 final report on the disbursements of all funds from the Gross Settlement Amount.

19 40. **Release of Claims.**

20 A. **Aggrieved Employees.** Upon the date the Court enters the Judgment, all
21 Aggrieved Employees do and will be deemed to have fully, finally, and forever released, settled,
22 compromised, relinquished and discharged any and all of the Released Parties of and from any and
23 all Released Claims accruing during the PAGA Period.

24 B. **Aggrieved Employees Are Bound By the Settlement.** Because this is a
25 PAGA action, the Parties agree that no Aggrieved Employee has the right to exclude himself or
26 herself from the Settlement or object to the terms of this Settlement Agreement. All Aggrieved
27 Employees will be bound by this Settlement Agreement, upon its approval by the Court, regardless
28 of whether he or she negotiates his or her settlement check.

1 C. **Plaintiff.** Upon the date the Court enters the Judgment, in addition to the
2 claims being released by all Aggrieved Employees, Plaintiff will provide the following additional
3 general release (“General Release”): Plaintiff, on his own behalf and on behalf of his heirs, spouses,
4 executors, administrators, attorneys, agents and assigns, fully and finally releases the Released
5 Parties from all claims, demands, rights, liabilities and causes of action of every nature and
6 description whatsoever, known or unknown, asserted or that might have been asserted, whether in
7 tort, contract, or for violation of any state or federal statute, rule or regulation arising out of, relating
8 to, or in connection with any act or omission by or on the part of any of the Released Parties
9 committed or omitted prior to the execution of this Agreement, including, but not limited to claims
10 for violation of the Fair Labor Standards Act, the California Labor Code, the Wage Orders of
11 California’s Industrial Welfare Commission, other state wage and hour laws, the Americans with
12 Disabilities Act, the Age Discrimination in Employment Act (ADEA), the Employee Retirement
13 Income Security Act, Title VII of the Civil Rights Act of 1964, the California Fair Employment and
14 Housing Act, the California Family Rights Act, the Family Medical Leave Act, California’s
15 Whistleblower Protection Act, and California Business & Professions Code Section 17200 *et seq.*
16 This General Release includes any unknown claims Plaintiff does not know or suspect to exist in his
17 favor at the time of this General Release, which, if known by him, might have affected his settlement
18 with, and release of, the Released Parties or might have affected his decision not to object to this
19 Settlement or this Release. To the extent the foregoing releases are releases to which Section 1542
20 of the California Civil Code or similar provisions of other applicable law may apply, Plaintiff
21 expressly waives any and all rights and benefits conferred upon him by the provisions of Section
22 1542 of the California Civil Code or similar provisions of applicable law which are as follows:

23 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
24 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
25 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE
26 AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY
27 AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED
28 PARTY.

The significance of this release and waiver of Civil Code Section 1542 has been explained to Plaintiff
by his counsel. Release by Plaintiff expressly excludes any claims for workers’ compensation

1 against MSG.

2 D. **Aggrieved Employees' Counsel.** As of the date the Court enters the
3 Judgment, and except as otherwise provided by this Agreement and the Judgment, Aggrieved
4 Employees Counsel and any counsel associated with Aggrieved Employees Counsel waive any
5 claim to costs and attorneys' fees and expenses against MSG arising from or related to the Action.

6 41. **Limitation on Public Statements About Settlement.** Plaintiff and Aggrieved
7 Employees' Counsel agree not to disclose or publicize the Settlement, including the facts of the
8 Settlement, its terms or contents, and the negotiations underlying the Settlement, in any manner or
9 form, directly or indirectly, to any person or entity, except to Aggrieved Employees and as shall be
10 contractually required to effectuate the terms of the Settlement. For the avoidance of doubt, this
11 section means Plaintiff and Aggrieved Employees' Counsel agree not to issue press releases;
12 communicate with, or respond to, any media or publication entities; publish information in manner
13 or form, whether printed or electronic, on any medium; or otherwise communicate, whether by print,
14 video, recording, or any other medium, with any person or entity concerning the Settlement,
15 including the facts of the Settlement, its terms or contents, and the negotiations underlying the
16 Settlement, except as shall be contractually required to effectuate the terms of the Settlement.
17 Nothing herein will restrict Aggrieved Employees' Counsel from including publicly available
18 information regarding this settlement in future judicial submissions regarding Aggrieved Employees'
19 Counsel's qualifications and experience. Furthermore, Plaintiff and Aggrieved Employees' Counsel
20 will undertake any and all disclosures required to be made to the LWDA in conformity with PAGA.
21 This provision also does not limit Aggrieved Employees' Counsel from complying with ethical
22 obligations or from posting court-filed documents on their website for viewing by Aggrieved
23 Employees.

24 42. **Miscellaneous Terms.**

25 A. **No Admission of Liability.**

26 (i) MSG and the Released Parties deny that they have engaged in any
27 unlawful activity, have failed to comply with the law in any respect,
28 or have any liability to anyone under the claims asserted in the Action.

1 This Agreement is entered into solely for the purpose of
2 compromising disputed claims. Nothing in this Agreement is
3 intended to or will be construed as an admission of liability or
4 wrongdoing by MSG or the Released Parties, or an admission by
5 Plaintiff that any of the claims were non-meritorious or any defense
6 asserted by MSG was meritorious.

7 (ii) Whether or not the Judgment becomes Final, neither the Settlement;
8 this Agreement; any document, statement, proceeding, or conduct
9 related to the Settlement or the Agreement; nor any reports or
10 accounting of those matters, will be (i) construed as, offered or
11 admitted in evidence as, received as, or deemed to be evidence for any
12 purpose adverse to Plaintiff or MSG or any of the Released Parties,
13 including, but not limited to, evidence of a presumption, concession,
14 indication, or admission by MSG or any of the Released Parties of any
15 liability, fault, wrongdoing, omission, concession, or damage; or (ii)
16 disclosed, referred to, or offered in evidence against MSG or any of
17 the Released Parties in any further proceeding in the Action, or any
18 other civil, criminal, arbitative, or administrative action or
19 proceeding except for purposes of effectuating the Settlement
20 pursuant to this Agreement.

21 (iii) This section and all other provisions of this Agreement
22 notwithstanding, any and all provisions of this Agreement may be
23 admitted in evidence and otherwise used in any and all proceedings
24 for the limited purpose of enforcing any or all terms of this Agreement
25 or defending any claims released or barred by this Agreement.

26 B. **Integrated Agreement.** After this Agreement is signed and delivered by all
27 Parties and their counsel, this Agreement and its exhibits will constitute the entire agreement between
28 the Parties relating to the Settlement, and it will then be deemed that no oral representations,

warranties, covenants, or inducements have been made to any Party concerning this Agreement or its exhibits other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibits.

C. **Attorney Authorization.** Aggrieved Employees' Counsel and Defendant's Counsel warrant and represent that they are authorized by Plaintiff and MSG, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement including any amendments to this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement.

D. **No Prior Assignments.** The Parties represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right released and discharged in or through this Settlement.

E. **No Tax Advice.** Neither Aggrieved Employees' Counsel nor Defendant's Counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

F. **Modification of Agreement.** This Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest.

G. **Agreement Binding on Successors.** This Agreement will be binding upon, and inure to the benefit of, any and all successors of each of the Parties.

H. **Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California.

I. **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

J. **Fair Settlement.** The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived

at this Agreement through negotiations, taking into account all relevant factors, current and potential.

K. **Use and Return of Documents and Data.** All originals, copies, and summaries of documents and data provided to Aggrieved Employees' Counsel by MSG and/or Defendant's Counsel in connection with the mediation or other settlement negotiations in this matter may be used only with respect to this Settlement, and for no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule.

L. **Headings.** The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

M. **Notice.** All notices, demands, or other communications given under this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, addressed as follows:

To Plaintiff and the Aggrieved Employees:

CODY PAYNE
cody@paynellp.com
KIM N. NGUYEN
kim@paynellp.com
PAYNE NGUYEN, LLP
4640 Admiralty Way, Suite 500
Marina del Rey, CA 90292
Telephone: (310) 360-9882
Facsimile: (310) 928-7469

To Defendant:

RYAN H. CROSNER
CHLOE S. CHANG
OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.
400 South Hope Street, Suite 1200
Los Angeles, CA 90071
Tel.: (213) 239-9800
Fax: (213) 239-9045
E-Mail: ryan.crosner@ogletree.com
Chloe.chang@ogletree.com

1 N. **Execution in Counterparts.** This Agreement may be executed in one or
2 more counterparts by facsimile, electronic means, or email which, for purposes of this Agreement,
3 shall be accepted as an original. All executed counterparts and each of them will be deemed to be
4 one and the same instrument provided that counsel for the Parties will exchange between themselves
5 signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence
6 and contents of this Agreement.

7 O. **Stay of Litigation.** The Parties agree that upon the signing of this Agreement
8 by the Parties hereto the continuing litigation of the Action shall be stayed and the time to bring the
9 Action to trial shall be extended pending the outcome of the settlement process

10 Q. **Continuing Jurisdiction and Extension of Time.** Pursuant to California
11 Code of Civil Procedure ("C.C.P.") section 664.6, the Court shall retain continuing jurisdiction over
12 the Action to ensure the continuing implementation and enforcement of this Agreement until
13 performance is completed. Pursuant to C.C.P. section 583.330, the Parties hereby agree to extend
14 the date to bring this Action to trial under C.C.P. section 583.310 for the entire period of this
15 settlement process until the sooner of the Effective Date or the reopening of renewed discovery in
16 the Action. This latter sentence shall only be applicable in the event that the Settlement does not
17 receive final approval.

18
19 **EXECUTION BY PARTIES AND COUNSEL**

20 The Parties and their counsel hereby execute this Agreement.

21 10/12/2021 20:29 UTC

22 Dated: _____, 2021

Juan Vidal

23 *Juan Vidal*

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25 Dated: _____, 2021

MSG Services Group, Inc.

26 By: _____

27 Name: _____

28 Title: _____

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APPROVED AS TO FORM:

DATED: October 12, 2021

PAYNE NGUYEN, LLP

By: 
Cody Payne
Kim N. Nguyen

Attorneys for Plaintiff
JUAN VIDAL

DATED: _____, 2021

OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.

By: _____
Ryan H. Crosner
Chloe S. Chang

Attorneys for MSG SERVICES GROUP, INC.

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16 the Action. This latter sentence shall only be applicable in the event that the Settlement does not
17 receive final approval.

18
19 **EXECUTION BY PARTIES AND COUNSEL**

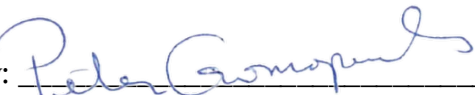
20 The Parties and their counsel hereby execute this Agreement.

21
22 Dated: _____, 2021

Juan Vidal

23
24
25 Dated: October 12, 2021

MSG Services Group, Inc.

26 By: 

27 Name: Peter Gomopoulos

28 Title: Director

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APPROVED AS TO FORM:

DATED: _____, 2021

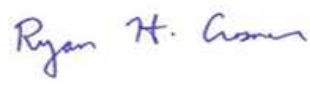
PAYNE NGUYEN, LLP

By: _____
Cody Payne
Kim N. Nguyen

Attorneys for Plaintiff
JUAN VIDAL

DATED: October 12, 2021

OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.

By: 
Ryan H. Crosner
Chloe S. Chang

Attorneys for MSG SERVICES GROUP, INC.