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9 RICHARD GALINDO, on behalf of himself,
all aggrieved employees, and the State of California
10 as a Private Attorneys General

11
12 SUPERIOR COURT OF THE STATE OF CALIFORNIA

13 FOR THE COUNTY OF SAN BERNARDINO

14 RICHARD GALINDO, an individual, on behalf
15 of himself, all aggrieved employees, and the
State of California as a Private Attorney
16 General,

17 Plaintiffs,

18 vs.

19 20/20 PLUMBING & HEATING, INC., a
20 California corporation, and DOES 1-50,
inclusive,

21 Defendants.
22

Case No. CIVSB2118276

**STIPULATION AND AGREEMENT FOR
PAGA REPRESENTATIVE ACTION
SETTLEMENT**

23
24 **RECITALS**

25 This Stipulation and Agreement for Settlement of PAGA Representative Action is made and
26 entered into by and between Plaintiff RICHARD GALINDO ("Plaintiff") and Defendant 20/20
27 PLUMBING & HEATING, INC. ("Defendant") (collectively, the "Parties") and is made in

1 compromise of disputed claims. The Parties agree that the above-entitled representative action
2 *Richard Galindo v. 20/20 Plumbing & Heating, Inc.*, Case No. RIC2002114, shall be settled on the
3 terms and conditions set forth in this Stipulation, subject to the approval of the Court pursuant to
4 Section 2699(1) of the California Labor Code Private Attorneys General Act of 2004, Labor Code
5 §§ 2698, *et seq.* (“PAGA”).

6 On April 20, 2020, Plaintiff Richard Galindo sent a PAGA Notice to the Labor Workforce
7 and Development Agency (“LWDA”), with a copy to 20/20 Plumbing & Heating, Inc., through his
8 counsel Nazo Koulloukian, Esq. of Koul Law Firm. In the letter to the LWDA, Plaintiff alleged
9 that 20/20 Plumbing & Heating, Inc. violated the Labor Code with respect to failing to provide rest
10 breaks; failing to provide proper meal periods by providing a single 45-minute meal break and
11 improperly deducting the break time; failing to pay all hours worked, including overtime; failing to
12 timely pay all wages owed upon termination and during employment; failing to provide accurate
13 itemized wage statements and comply with recordkeeping requirements; and failing to reimburse
14 for required business expenses. On August 12, 2020, Plaintiff filed a Complaint in the Superior
15 Court of the State of California, County of Riverside titled *Richard Galindo v. 20/20 Plumbing &*
16 *Heating, Inc.*, Case No. RIC2002114, which incorporated Plaintiff’s PAGA Notice to the LWDA
17 by reference and alleged a single cause of action under PAGA. Plaintiff’s PAGA Complaint seeks
18 civil penalties for the following alleged Labor Code violations: (1) failing to provide breaks
19 predicated on the alleged combined 45 minute rest and meal breaks; (2) failing to pay for all hours
20 worked, including overtime hours worked (3) failing to timely pay all wages owed; (4) failing to
21 provide accurate wage statements and maintain accurate payroll records; and (5) failing to reimburse
22 for required business expenses. Plaintiff seeks reasonable attorneys’ fees and costs, pursuant to
23 PAGA. On August 9, 2021, the action was transferred to the San Bernardino Superior Court and
24 was assigned Case No. CIVSB2118276.

25 The Parties have conducted a thorough investigation into the facts of the Action. The
26 Parties believe that the Settlement is fair, reasonable, and adequate. The Parties understand,
27 acknowledge, and agree that this Settlement Agreement constitutes a compromise of Plaintiff and
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1 the Aggrieved Employees' PAGA claims, and that it is the desire and intention of the Parties to
2 effect a final and complete resolution of the PAGA claims that Plaintiff and the Aggrieved
3 Employees have against Defendant or any persons or companies affiliated with Defendant.

4 The Parties enter into this Settlement Agreement on a conditional basis. In the event the
5 Courts does not enter a Final Order and Judgment as defined in this Settlement Agreement, this
6 Settlement Agreement will be deemed null and void *ab initio* and will be of no force or effect
7 whatsoever and will not be referred to or utilized for any purpose whatsoever.

8 Defendant denies all claims in the PAGA Representative Action, and do not waive, but
9 rather expressly reserve, all rights to challenge all such claims and allegations upon all legal,
10 procedural and factual grounds should this Settlement Agreement not become final. This
11 Settlement Agreement reflects a compromise reached to end litigation. The signing by Defendant
12 to this Agreement will not be deemed to be an admission of any wrongdoing or unlawful action
13 by Defendant.

14 The Parties stipulate and agree to the following terms of this Settlement Agreement with
15 the intent that this Agreement finally disposes of the PAGA Representative Action with prejudice:

16 **DEFINITIONS**

17 1. **"Action"** means and refers to case titled *Richard Galindo v. 20/20 Plumbing &*
18 *Heating, Inc.*, Case No. CIVSB2118276, which is currently pending in the San Bernardino County
19 Superior Court, State of California.

20 2. **"Aggrieved Employees"** means all current and former hourly, non-exempt
21 employees of Defendant employed as Multi-Family Plumbing Installers (Departments 105 and
22 2105) in California during the period of April 20, 2019, through July 8, 2021 (the "PAGA Period").

23 3. **"Aggrieved Employees Fund"** means the amount of the Gross Penalties Fund
24 payable to the Aggrieved Employees (25% of the Gross Penalties Fund).

25 4. The terms **"Agreement," "Settlement,"** and **"Settlement Agreement"** mean this
26 Stipulation and Agreement for Settlement of PAGA Representative Action, which the Parties
27 acknowledge sets forth all material terms and conditions of the Settlement between them, and which

1 is subject to Court approval pursuant to Section 2699(1) of the California Labor Code Private
2 Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.*

3 5. “**Court**” means the California Superior Court, County of San Bernardino.

4 6. “**Defendant**” means 20/20 PLUMBING & HEATING, INC.

5 7. “**Effective Date**” of this Agreement means the date after all the following occur:

6 a. Entry by the court of the Final Order and Judgment.

7 b. Submission by PAGA Class Counsel of both this Agreement and the Final
8 Order and Judgment in to the LWDA.

9 c. The occurrence of the “Effective Date of Judgment,” which shall be deemed
10 to be the last to occur of the following:

11 i. If an appeal or other review is sought from the Final Order and
12 Judgment, the next day after the Final Order and Judgment is
13 affirmed, the appeal or other review is dismissed or denied, and the
14 Final Order and Judgment is no longer subject to judicial review or
15 other challenge;

16 ii. If an objection to the Settlement is filed or an opposition to the
17 Settlement is otherwise presented to either Court, but no appeal or
18 other review is sought from the Final Order and Judgment, the sixty-
19 fifth (65th) calendar day after the Final Order and Judgment is
20 signed and entered; or

21 iii. If no objection or opposition to the Settlement is submitted, seven
22 (7) calendar days after the Final Order and Judgment in the
23 aforementioned matters is entered by both Courts.

24 8. “**Final Order and Judgment**” means the proposed order granting approval of the
25 Settlement and entering Judgment in the form substantially similar to that attached to this Agreement
26 as Exhibit “B.”

27 9. “**Gross Settlement Fund**” means a maximum total of \$365,000 (Three Hundred,
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1 Sixty-Five Thousand Dollars), which includes all payments owing as a result of this Agreement and
2 includes: the Aggrieved Employees Fund; LWDA Payment; Representative Plaintiff's Settlement;
3 Settlement Administration Costs; and PAGA Class Counsel Attorneys' Fees and Costs as awarded
4 by the Court.

5 10. **"LWDA Payment"** means a payment to the California Labor Workforce and
6 Development Agency in an amount equal to 75% of the Gross Penalties Fund.

7 11. **"Gross Penalties Fund"** is the Gross Settlement Fund less all of the following:
8 PAGA Class Counsel's Attorneys' Fees and Costs, Representative Plaintiff's Settlement, and the
9 Settlement Administration Costs.

10 12. **"PAGA Class Counsel"** shall mean the Koul Law Firm and the Law Offices of
11 Sahag Majarian II.

12 13. **"PAGA Period"** means April 20, 2019, through July 8, 2021.

13 14. **"Released Claims"** means all claims, demands, rights, liabilities, and causes of
14 action that were, or could have been asserted in the Action, pursuant to the California Labor Code
15 Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.*, based on alleged violations of
16 Labor Code §§201-203, 218, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1,
17 1198, and 2802, whether for penalties (including, but not limited to, penalties pursuant to Labor
18 Code §2699(f)(2)), attorneys' fees and costs (including, but not limited to, attorneys' fees and costs
19 pursuant to Labor Code § 2699(g)(1), Code of Civil Procedure § 1021.5), or interest arising out of
20 the claims at issue, including but not limited to: (1) failing to provide meal and rest breaks and pay
21 premiums for missed, skipped or short breaks at the regular rate of pay; (2) failing to pay for all
22 hours worked, including overtime hours worked (3) failing to timely pay all wages owed; (4) failing
23 to provide accurate wage statements and maintain accurate payroll records; and (5) failing to
24 reimburse for required business expenses.

25 15. **"Released Parties"** means Defendant 20/20 Plumbing & Heating, Inc., and each of
26 its officers, directors, agents, insurers, employees, members, board members, partners, owners,
27 shareholders, subsidiaries, affiliates, attorneys or representatives and all of their predecessors,
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successors, assigns, and any individual or entity which could be jointly liable with Defendant.

16. “**Representative Plaintiff**” means RICHARD GALINDO.

17. “**Representative Plaintiff’s Settlement**” means the consideration paid by Defendant to Representative Plaintiff in exchange for a release of his individual claims and a general release and which shall be paid out of the Gross Settlement Fund.

TERMS AND CONDITIONS OF SETTLEMENT

18. **Settlement Payments.**

Subject to final Court approval, and the conditions specified in this Agreement, and in consideration of the mutual covenants and promises set forth in this Agreement, Defendant agrees to make a total settlement payment under this Agreement in the amount \$365,000.00 (the “Gross Settlement Fund”). The Gross Settlement Fund will be distributed in the following manner:

a. **Settlement Administration Fees And Costs:** The fees and costs associated with settlement administration (*e.g.*, preparing and mailing payments to the Aggrieved Employees, tax documentation, etc.) (the “**Settlement Administration Costs**”) will be paid from the Settlement Fund and are estimated to be \$11,128.85. The Parties agree to use CPT Group as the Settlement Administrator.

b. **PAGA Class Counsel’s Attorneys’ Fees and Costs:** The Parties agree that, subject to the Court’s review and approval, PAGA Class Counsel will be paid \$121,667 from the Gross Settlement Fund, which is 33.3% of the Settlement Fund, plus actual litigation costs up to

c. **Representative Plaintiff’s Settlement:** The Parties agree that, in exchange for his general release and other conditions imposed, Representative Plaintiff will receive a \$10,000 settlement payment, which will be paid from the Gross Settlement Fund.

d. **Penalties Fund:** After deducting Attorneys’ Fees and Costs, Settlement Administration Costs, and Representative Plaintiff’s Settlement, from the Gross Settlement Fund, **the remaining estimated amount will comprise the Gross Penalties Fund (222,204.15).** The Gross Penalties Fund is for all payments to the Aggrieved Employees and the LWDA.

i. The Gross Penalties Fund shall be allocated 75% to the **LWDA**

Payment, which is estimated to total approximately \$166,653.11 (\$222,204.15 x 75%).

ii. The remaining 25% of the Gross Penalties Fund (\$55,551.04) (the “Net Penalty Fund”) shall be paid to the Aggrieved Employees on a *pro rata* basis as below, which shall be referred to as the Aggrieved Employee’s “**Individual Penalty Payment.**”

(1) Each Aggrieved Employee’s *pro rata* share shall be determined based on the number of pay periods that the Aggrieved Employee worked for Defendants during the PAGA Period (“**Eligible Pay Period**”) as a percentage of the total Eligible Pay Periods of employment during the PAGA Period credited to all Aggrieved Employees.

(2) Example: Aggrieved Employee A was actively employed during the PAGA Period for 25 Eligible Pay Periods. All Aggrieved Employees were actively employed a combined total of 100,000 Eligible Pay Periods during the PAGA Period. Aggrieved Employee A’s Individual Penalty Payment would be calculated as follows:

25 Eligible Pay Periods for Aggrieved Employee A ÷
100,000 total Eligible Pay Periods for all Aggrieved Employees = 0.025%.

Aggrieved Employee A is entitled to an Individual Penalty Payment in an amount that is 0.025% of the Net Penalty Fund.¹

e. Taxes and Reporting: Each Aggrieved Employee’s Individual Penalty Payment will be treated as non-wage income and reported by the Settlement Administrator on IRS

¹ The Individual Penalty Payment will be rounded to the nearest penny with .5 rounded up.

Form 1099 to the respective Aggrieved Employee and applicable governmental authorities.

19. **Release by Aggrieved Employees and State of California.**

a. **Terms of Release.** In exchange for the consideration recited in this Settlement Agreement, Representative Plaintiff and the Aggrieved Employees, will forever completely release and discharge, the Released Parties of any and all Released Claims for civil penalties pursuant to Labor Code §§ 2698 *et. seq.*, including but not limited to civil penalties under Labor Code § 2699(f), Labor Code § 558, or any other Labor Code provision providing for civil penalties up to **July 8, 2021**. The Aggrieved Employees and the State of California are deemed by operation of the Final Order and Judgment to have agreed not to sue or otherwise make a claim against any of the Released Parties for any Released Claims.

b. **No Claims Based on Stipulation and Agreement.** No Aggrieved Employee will have any claim against any of the Released Parties, Defendant's counsel, the Representative Plaintiff, or PAGA Class Counsel, based on errors in administering claims or performing the mailing and skip-tracing requirements of the Settlement Administrator under this Agreement.

20. **General Release by Representative**

a. **Terms of Release.** In exchange for the consideration recited in this Settlement Agreement, including the Representative Settlement, the Representative Plaintiff, on behalf of himself and on behalf of his current, former, and future heirs, executors, administrators, attorneys, agents, and assigns, does hereby and forever release, waive, acquit and discharge the Released Parties from all claims (known or unknown) which he has, had or might otherwise have had against the Released Parties, from the beginning of time to the date he signs this Agreement, regarding any aspect of their employment including, but not limited to, the Released Claims, any common law or statutory torts, any federal, state or governmental constitution, statute, regulation or ordinance, and any claim for wages, tips or any other compensation or benefit.

b. **California Civil Code Section 1542.** Upon the Effective Date, the Representative Plaintiff will be deemed to have, and will have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits of section 1542 of the

1 California Civil Code which provides as follows:

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3 “A general release does not extend to claims that the creditor or releasing party does
4 not know or suspect to exist in his or her favor at the time of executing the release
5 and that, if known by him or her, would have materially affected his or her settlement
6 with the debtor or released party.”

7 c. No Other Actions. The Representative Plaintiff is deemed by operation of
8 the Final Order and Judgment in their respective PAGA matters to have agreed not to sue or
9 otherwise make any claim against any of the Released Parties based upon any action, event or
10 occurrence prior to the date each signs this Settlement Agreement.

11 21. **Request for Final Order and Judgment.**

12 Upon execution of this Agreement, the Representative Plaintiff shall promptly file this
13 Stipulation and Agreement with the court requesting approval of the Settlement. In the event the
14 court requires an amended pleading to effectuate the release contain herein Plaintiff will prepare
15 and file an amended Complaint in order to confirm to the requirements of the court. Accompanying
16 the Stipulation and Agreement filed by PAGA Class Counsel shall be a proposed Final Order and
17 Judgment, in a form substantially similar to Exhibit B. Pursuant to California Labor Code §
18 2699(1)(2), each PAGA Class Counsel shall submit a fully executed copy of this Agreement to the
19 LWDA on the same day that its stipulation and this Agreement are filed with the Court in the
20 respective matters. Pursuant to California Labor Code § 2699(1)(3), PAGA Class Counsel shall
21 submit a copy of the Final Order and Judgment to the LWDA no later than ten (10) calendar days
22 after its entry of judgment.

23 22. **Settlement Funding.**

24 a. Upon the Courts entering the Final Order and Judgment, and within 7 days
25 after the Effective Date, the Settlement Administrator shall send Defendant's counsel electronic
26 wiring instructions to fund the Gross Settlement Fund.

27 b. Within 30 days after the Effective Date, Defendants shall wire to the
28 Settlement Administrator the Gross Settlement Fund (the “**Funding Date**”), including the LWDA

1 Payment.

2 c. Within 45 days after the Effective Date, the Settlement Administrator shall
3 issue payments as set forth in this Agreement to: The Aggrieved Employees; PAGA Counsel
4 Attorneys' Fees and Costs; LWDA, and the Representative Plaintiff's Settlement (the "**Payment**
5 **Date**").

6 23. **Class List.**

7 Within 20 days after the Effective Date, Defendants will provide a Class List to the
8 Settlement Administrator which will identify all Aggrieved Employees by name, social security
9 number, and last known home address ("**PAGA List**"). The PAGA List will also contain the
10 Aggrieved Employees' dates of employment during the PAGA Period and the number of Eligible
11 Pay Periods credited to each Aggrieved Employee.

12 As of the date of execution of this agreement, Defendant estimates that there are
13 approximately 375 Aggrieved Employees who collectively worked 25,493 workweeks during the
14 PAGA Period. If, as of the close of the Release Period, the number of pay periods has increased by
15 15% or more, then Defendant agrees to increase the Gross Penalties Fund for the workweeks in
16 excess of 15% (i.e., if the actual number of workweeks increased 20% Defendant would agree to
17 increase the **Gross Penalties Fund** by 5%).

18 24. **List of Individual Settlement Amounts.**

19 Within 15 days after the Settlement Administrator receives the Class List, the Settlement
20 Administrator will provide to PAGA Class Counsel and Defendant's counsel a Proceeds List
21 reflecting the Individual Penalty Payment for each Aggrieved Employee ("**Proceeds List**"). The
22 Proceeds List provided to PAGA Class Counsel will not include the Aggrieved Employees' names,
23 social security numbers or contact information.

24 25. **PAGA Payments to Aggrieved Employees.**

25 a. On the Payment Date, the Settlement Administrator will mail to each
26 Aggrieved Employee, via first-class United States Mail, the following: (a) the PAGA Settlement
27 Notice in English and Spanish, attached as Exhibit A to this Agreement and (b) their Individual
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1 Penalty Payment (collectively, the “**PAGA Packet**”).

2 b. Prior to mailing, the Settlement Administrator will update all addresses using
3 the National Change of Address System (NCOA). In the event that a PAGA Packet is returned to
4 the Settlement Administrator with a forwarding address, the Settlement Administrator will re-send
5 the PAGA Packet to the forwarding address identified. If no forwarding address is provided, then
6 the Settlement Administrator will promptly conduct a “standard search,” sometimes called, “Skip
7 Trace” or “Credit Header” searches, to locate a better address. If a better address is found, the
8 Settlement Administrator will promptly re-send the PAGA Packet. If a better address is not found
9 or the PAGA Packet is ultimately returned without a forwarding address, neither the Settlement
10 Administrator, Defendant, or PAGA Class Counsel shall be required to take further action.

11 c. Aggrieved Employees shall have 180 calendar days after the date the PAGA
12 Packet is mailed to them to cash their settlement payment checks. If any Aggrieved Employee’s
13 check is not cashed within that period, the settlement payment check will be voided, and a stop-
14 payment will be issued. Neither Defendant, Defendant’s counsel, Plaintiff, nor PAGA Class
15 Counsel will have any liability for lost or stolen settlement payment checks, forged signatures on
16 settlement payment checks, unauthorized negotiation of settlement payment checks or failure to
17 timely cash a settlement payment check within the 180-day period.

18 d. Any unpaid cash residue or unclaimed or abandoned Aggrieved Employee
19 funds generally attributable to California residents shall be transmitted to the State Controller
20 Unclaimed Property Fund in the name of the Aggrieved Employee.

21 26. **Payments of Plaintiff’s Settlement, Attorneys’ Fees and Costs, and the LWDA**
22 **Settlement Payment.**

23 a. On the Payment Date, the Settlement Administrator will pay from the Gross
24 Settlement Fund the Representative Plaintiff’s Settlement Representative Plaintiff’s Settlement will
25 be made by sending to PAGA Class Counsel a check payable to “RICHARD GALINDO” in the
26 amount of \$10,000. Such payment is conditional upon PAGA Class Counsel providing Defendant’s
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1 counsel with a completed Form W-9 for the Representative Plaintiff.

2 b. On the Payment Date, the Settlement Administrator will pay from the Gross
3 Settlement Fund to PAGA Class Counsel its Court-approved Attorneys' Fees and Costs. Such
4 payment is conditional upon PAGA Class Counsel providing the Settlement Administrator with
5 completed Forms W-9. The Court-approved PAGA Class Counsel's Attorneys' Fees and Costs will
6 be split equally between the Koul Law Firm and the Law Offices of Sahag Majarian II.

7 c. On the Payment date, the Settlement Administrator will pay from the Gross
8 Settlement Fund to the LWDA by check made payable to the "California Labor Workforce and
9 Development Agency".

10 27. **Deadlines.**

11 If any deadline specified in this Agreement falls on a Saturday, Sunday, or Court holiday,
12 the deadline will be automatically extended to the next regular business day. Unless specified
13 otherwise, all references to "days" shall mean calendar days.

14 28. **Enforcement and Continuing Jurisdiction of the Court.**

15 Pursuant to the Parties agreement, this Settlement Agreement will be approved by the Court
16 and will be enforceable by the Court pursuant to California Code of Civil Procedure section 664.6.
17 Even after the entry of the Final Order and Judgment, the Court will have and retain continuing
18 jurisdiction over the action and over all Parties and the Aggrieved Employees, to the fullest extent
19 necessary or convenient to enforce and effectuate the terms and intent of this Settlement Agreement
20 and all matters provided for in it, and to interpret it.

21 29. **Mutual Full Cooperation.**

22 The Parties will fully cooperate with each other to accomplish the terms of this Settlement
23 Agreement, including, but not limited to, execution of such documents and taking such other action
24 as may be reasonably necessary or convenient to implement it.

25 30. **No Admissions.**

26 Defendant denies liability for any claims alleged by Plaintiff on his own behalf or on behalf
27 of the State of California and any of its agencies, including but not limited to the Department of
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1 Industrial Relations, Division of Labor Standards Enforcement, and Labor Workforce and
2 Development Agency, and the Aggrieved Employees upon any claim or cause of action. This
3 Agreement does not constitute, and is not intended to constitute, an admission by Defendant as to
4 the merits, validity, or accuracy of any of the allegations or claims made against it in the Action.

5 Nothing in this Agreement, nor any action taken in implementation thereof, nor any
6 statements, discussions or communications, nor any materials prepared, exchanged, issued or used
7 during the course of the negotiations leading to this Agreement, is intended by the Parties to
8 constitute, nor will any of the foregoing constitute, be introduced, be used or be admissible in any
9 way in this case or any other judicial, arbitral, administrative, investigative or other forum or
10 proceeding as evidence of any violation of any federal, state, or local law, statute, ordinance,
11 regulation, rule or executive order, or any obligation or duty at law or in equity. The Parties
12 themselves agree not to introduce, use, or admit this Agreement, directly or indirectly, in this case
13 or any other judicial, arbitral, administrative, investigative or other forum or proceeding, as
14 purported evidence of any violation of any federal, state, or local law, statute, ordinance, regulation,
15 rule or executive order, or any obligation or duty at law or in equity, or for any other purpose.
16 Notwithstanding the foregoing, this Agreement may be used in any proceeding before the Court that
17 has as its purpose the interpretation, implementation, or enforcement of this Agreement or any
18 orders or judgments of the Court entered in connection with the Agreement.

19 None of the documents produced or created by Plaintiff or the Aggrieved Employees in
20 connection with the claims procedures or claims resolution procedures constitute, and they are not
21 intended to constitute, an admission by Defendant of any violation of any federal, state, or local law,
22 statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity..

23 **31. Effective Date of Defendants' Obligations Under This Agreement.**

24 Defendant's obligations under this Settlement Agreement will become final and effective
25 only upon the occurrence of the Effective Date. In the event that any of the conditions specified in
26 this Settlement Agreement are not satisfied, or in the event that this Settlement does not obtain
27 approval of by the court for any reason, all matters covered by this Agreement will be null and void.

If the Court should for any reason fail to enter the Final Order and Judgment in the action; or (2) the Court's Final Order and Judgment is reversed or modified as to any material term as defined above, or declared or rendered void as to any material term as defined above, then (a) the Settlement Agreement shall become null and void; (b) the Parties will revert to their respective positions immediately prior to reaching the settlement; and (c) Defendant will be responsible for any Settlement Administrator Fees and Costs.

Invalidation of any material term of this Settlement Agreement will invalidate this Agreement in its entirety unless the Parties subsequently agree in writing that the remaining provisions will remain in full force and effect.

From and after the execution of this Agreement, the Representative Plaintiff and PAGA Class Counsel agree not to publicize this Settlement in any way except as provided in this Agreement and, except as required by law, agree to limit statements regarding the Settlement to responses to questions, which responses shall be limited to say the matter has been resolved. In addition, the Representative Plaintiff and the PAGA Class Counsel: (a) may respond to specific questions from Aggrieved Employees; and (b) as required under the terms of this Stipulation, may describe and explain the specific terms of this Stipulation. The Representative Plaintiff and his counsel shall not hold any press conference or speak to the media regarding the Settlement.

1 35. **Entire Agreement.**

2 This Settlement Agreement constitutes the entire integrated agreement between the Parties
3 relating to the Action, and no oral representations, warranties, or inducements have been made to
4 any party concerning this Settlement Agreement other than the representations, warranties, and
5 covenants contained and memorialized in this Settlement Agreement.

6 36. **Authorization to Act.**

7 PAGA Class Counsel warrant and represent that they are authorized by their Representative
8 Plaintiff, and counsel of record for Defendant warrants that they are authorized by Defendant to take
9 all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement
10 Agreement to effectuate its terms, and to execute any other documents required to effectuate the
11 terms of this Settlement Agreement, except for any documents, including but not limited to this
12 Settlement Agreement, that are required to be executed by the Parties.

13 37. **Modification Only in Writing.**

14 This Settlement Agreement may be amended or modified only by a written instrument signed
15 by all Parties or their successors in interest. After the entry of the Final Order and Judgment, the
16 parties may by written agreement effect such amendments, modifications or expansions of this
17 Agreement without further notice to the LWDA or Aggrieved Employees and without notice to or
18 the approval by the Court if such changes are consistent with the Court's Final Order and Judgment
19 and do not materially alter any rights hereunder.

20 38. **Binding on Successors.**

21 This Settlement Agreement is binding upon and will inure to the benefit of the Parties to this
22 Agreement, as well as their respective attorneys, past, present, and future predecessors, successors,
23 shareholders, officers, directors, employees, agents, trustees, representatives, administrators,
24 fiduciaries, assigns, insurers, executors, partners, parent corporations, subsidiaries, and related or
25 affiliated entities.

26 39. **No Prior Assignments.**

27 The Aggrieved Employees are deemed by operation of the Final Order and Judgment to
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1 represent, covenant, and warrant that they have not directly or indirectly assigned, transferred,
2 encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any
3 liability, claim, demand, cause of action, or rights released and discharged by this Agreement.

4 40. **Governing Law.**

5 All terms of this Settlement Agreement will be governed by and interpreted according to the
6 laws of the State of California, without giving effect to conflicts of laws principles.

7 41. **Counterparts.**

8 This Settlement Agreement may be executed in one or more counterparts. All executed
9 counterparts and each of them will be deemed to be one and the same instrument. Counsel for the
10 Parties will exchange among themselves signed counterparts.

11 42. **Headings for Convenience Only.**

12 The descriptive headings of any paragraphs or sections of this Settlement Agreement are
13 inserted for convenience of reference only and do not constitute a part of this Settlement Agreement.

14 43. **Construction of This Agreement.**

15 The Parties agree that the terms and conditions of this Settlement Agreement are the result
16 of arms-length negotiations between the Parties and that this Settlement Agreement will not be
17 construed in favor of or against any Party by reason of the extent to which any Party, or his or its
18 counsel participated in the drafting of this Agreement. This Settlement Agreement constitutes the
19 entire agreement between the Parties. Except as expressly provided in this Agreement, this
20 Settlement Agreement has not been executed in reliance upon any other oral or written
21 representations or terms and no such extrinsic oral or written representations or terms will modify,
22 vary or contradict the terms of this Settlement Agreement. In entering this Settlement Agreement,
23 the Parties explicitly recognize California Civil Code section 1625 and California Code of Civil
24 Procedure section 1856(a), which provide that a written agreement is to be construed according to
25 its terms and may not be varied or contradicted by extrinsic evidence. The Representative Plaintiff
26 and Defendant had available to them the advice and assistance of independent counsel. As such,
27 neither Representative Plaintiff nor Defendant may claim that any ambiguity in this Settlement
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1 Agreement should be construed against the other.

2 44. **Corporate Signatories.**

3 Any person executing this Settlement Agreement or any related document on behalf of a
4 corporate signatory warrants and promises for the benefit of all Parties that such person has been
5 duly authorized by such corporation to execute this Settlement Agreement or any related document.

6 45. **Representation by Counsel.**

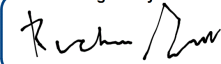
7 All of the Parties hereto acknowledge that they have been represented by counsel throughout
8 all negotiations which preceded the execution of this Settlement Agreement and that this Agreement
9 has been executed with the consent and advice of counsel.

10 46. **Attorneys' Fees and Costs.**

11 Except as otherwise provided in this Agreement, the Parties will bear responsibility for their
12 own attorneys' fees and costs, taxable or otherwise, incurred by them or arising out of this Action
13 and will not seek reimbursement thereof from any Party to this Settlement Agreement. In the event
14 of a proven breach of this Agreement, the breaching party will be required to pay the prevailing
15 Party's reasonable attorneys' fees and costs incurred in enforcing this Agreement.

16
17 **IT IS SO AGREED:**

18 Dated: 9/1/2021, 2021

DocuSigned by:

2F1D8A83F415407
RICHARD GALINDO

19
20
21
22 Dated: _____, 2021

23 _____
20/20 PLUMBING & HEATING, INC.

24
25 BY: _____

26
27 ITS: _____

28

1 Agreement should be construed against the other.

2 44. **Corporate Signatories.**

3 Any person executing this Settlement Agreement or any related document on behalf of a
4 corporate signatory warrants and promises for the benefit of all Parties that such person has been
5 duly authorized by such corporation to execute this Settlement Agreement or any related document.

6 45. **Representation by Counsel.**

7 All of the Parties hereto acknowledge that they have been represented by counsel throughout
8 all negotiations which preceded the execution of this Settlement Agreement and that this Agreement
9 has been executed with the consent and advice of counsel.

10 46. **Attorneys' Fees and Costs.**

11 Except as otherwise provided in this Agreement, the Parties will bear responsibility for their
12 own attorneys' fees and costs, taxable or otherwise, incurred by them or arising out of this Action
13 and will not seek reimbursement thereof from any Party to this Settlement Agreement. In the event
14 of a proven breach of this Agreement, the breaching party will be required to pay the prevailing
15 Party's reasonable attorneys' fees and costs incurred in enforcing this Agreement.

16
17 **IT IS SO AGREED:**

18 Dated: _____, 2021

RICHARD GALINDO

19
20
21
22 Dated: September 8, 2021

20/20 PLUMBING & HEATING, INC.

23
24
25 BY: Conni Zuniga

26 ITS: Director of Human Resources

1 Dated: _____, 2021

APPROVED AS TO FORM:

2
3 By: _____

Sahag Majarian, II Esq.
LAW OFFICES OF SAHAG MAJARIAN, II

4
5
6 Dated: _____, 2021

APPROVED AS TO FORM:

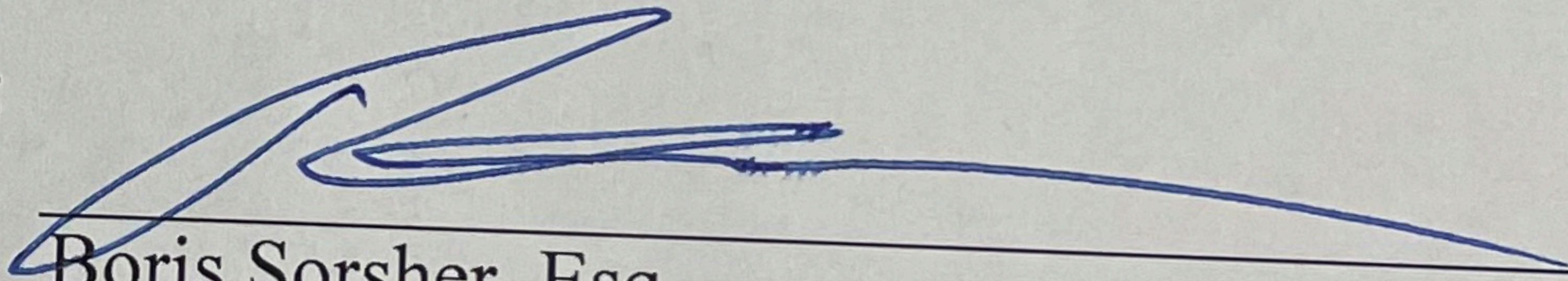
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8 By: _____

Nazo Koulloukian, Esq.
KOUL LAW FIRM

9
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14 Dated: 10/4/, 2021

APPROVED AS TO FORM:

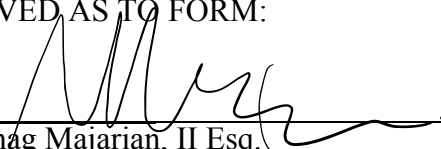
15
16 By: _____


Boris Sorsher, Esq.
Ashton M. Riley, Esq.
FISHER & PHILLIPS LLP

1 Dated: September 1, 2021

APPROVED AS TO FORM:

2
3 By:


Sahag Majarian, II Esq.
LAW OFFICES OF SAHAG MAJARIAN, II

4
5
6 Dated: September 1, 2021

APPROVED AS TO FORM:

7
8 By:


Nazo Koulloukian, Esq.
KOUL LAW FIRM

9
10
11
12
13
14 Dated: _____, 2021

APPROVED AS TO FORM:

15
16 By:

Boris Sorsher, Esq.
Ashton M. Riley, Esq.
FISHER & PHILLIPS LLP