

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement is made by and between Plaintiff Alfonso Servin (“Plaintiff”), on behalf of himself and on behalf of the State of California and all Private Attorneys General Act (“PAGA”) Settlement Group Members, on the one hand, and Noble House Home Furnishings LLC (hereinafter referred to as “Noble House” or “Defendant”), on the other (collectively, the “Parties”), subject to the approval of the Court in accordance with California Labor Code section 2699(1)(2), upon and subject to the following terms and conditions.

I. DEFINITIONS

Unless otherwise defined herein, the following terms used in this Agreement shall have the meanings ascribed to them as set forth below:

- A. “Action” means the civil action titled *Alfonso Servin, individually and on behalf of all others similarly situated v. Noble House Home Furnishings LLC, a California Corporation, and DOES 1 to 100, inclusive* (the “Action”), pending before Superior Court of the State of California, for the County of Los Angeles (the “Court”), No. 20CMCV00152.
- B. “Agreement” or “Settlement Agreement” means this PAGA Settlement Agreement.
- C. “Complaint” means the Complaint filed by Plaintiff on June 17, 2020 in the Action, and all amendments thereto.
- D. “Court” means the Superior Court for the State of California, County of Los Angeles.
- E. “Covered Period” means the period of time from April 14, 2019 through the date on which the Court grants approval of the Settlement.
- F. “Defendant” means the defendant in this Action, Noble House Home Furnishings LLC.
- G. “Defendant’s Counsel” means Zachary P. Hutton and Eric D. Distelburger of Paul Hastings LLP.
- H. “Effective Date” means the date by which all of the following have occurred:
 - 1. None of the Parties have voided this Agreement as defined by its terms;
 - 2. the Court enters the Judgment; and
 - 3. the Judgment becomes Final.
- I. “Final” means that the Settlement has been finally approved by the Court, and either (1) the California Court of Appeal has rendered a final judgment affirming the Court’s final approval without material modification and the date for further appeal

has passed without further appeal; (2) the California Court of Appeal has rendered a final judgment affirming the Court's final approval without material modification and the further appeals have been resolved without material modification of the final approval order; or (3) the applicable date for seeking appellate review of the Court's final approval of the Settlement has passed without a timely appeal or request for review having been made, i.e., 61 days after the Court enters Final Approval if there are no objections or appeals.

- J. "Judgment" means the Order Granting Approval of Settlement and Entering Final Judgment entered by the Court in substantially the same form evidenced by Exhibit A to this Agreement and incorporated by reference into this Agreement.
- K. "LWDA" means the California Labor and Workforce Development Agency.
- L. "LWDA Payment" means the portion of the payment from the Total Settlement Amount to be paid to the LWDA under the Settlement Agreement.
- M. "Net Settlement Amount" means the amount from the Total Settlement Amount that is available for distribution as Settlement Shares to PAGA Settlement Group Members and the LWDA Payment after deduction for (i) the Representative Plaintiff's Payment, (ii) the Plaintiff's Counsel Fees and Expenses Payment, and (iii) the Settlement Administrator's fees and expenses. If any Settlement Share check is not timely cashed by a Settlement Group Member, that share will be sent to the DLSE Unpaid Wage Fund.
- N. "PAGA" means the Private Attorneys General Act of 2004, California Labor Code section 2698 *et seq.*
- O. "PAGA Notice" means a notice of proposed settlement pursuant to PAGA, substantially in the form evidenced by Exhibit D to this Agreement.
- P. "PAGA Settlement Group Members" means all current and former hourly non-exempt employees of Defendant or any of its subsidiaries, including Le Pouf LLC, Noble House Retail Alpha, and NH Services LLC, in California who received at least one wage statement from April 14, 2019 through the date that the court approves this Settlement.
- Q. "Plaintiff" means the plaintiff in the Action, Alfonso Servin.
- R. "Plaintiff's Counsel" means Craig Ackermann, Esq. of Ackermann Tilajef PC and Tatiana Hernandez, Esq. of the Law Office of Tatiana Hernandez, P.C.
- S. "Released Parties" means Defendant and any present and former parents, subsidiaries and affiliated companies or entities, including Le Pouf LLC, Noble House Retail Alpha, and NH Services LLC, and their respective officers, directors, employees, partners, shareholders and agents, and any other successors, assigns and legal representatives and its related persons and entities.

- T. “Representative Plaintiff’s Payment” means the special payment made to Plaintiff to compensate him for initiating and pursuing the Action, undertaking the risk of liability for attorneys’ fees and expenses in the event that he was unsuccessful in the prosecution of the Action, and granting the release described in section III.J.1. of the Settlement.
- U. “Settlement” means the Parties’ agreement, as detailed herein, to dispose of the Action and all other claims, demands, rights, promises, covenants, actions, suits, causes of action, obligations, debts, expenses, administration costs, damages, penalties fines, interest, injuries, compensation, judgments, orders and liabilities alleged in, arising from or related to the Action.
- V. “Settlement Administrator” means the administrator proposed by the Parties and appointed by the Court to administer the Settlement.
- W. “Settlement Share” means the portion of the Net Settlement Amount allocable to each PAGA Settlement Group Member as provided by this Agreement.
- X. “Total Settlement Amount” means the total amount to be paid by Defendant as provided by this Agreement. The Total Settlement Amount is \$37,500. The Total Settlement Amount will cover all Settlement Shares to PAGA Settlement Group Members, (ii) the LWDA Payment, (iii) the Representative Plaintiff’s Payment, (iv) the Plaintiff’s Counsel Fees and Expenses Payment, and (v) the Settlement Administrator’s fees and expenses.

II. FACTUAL BACKGROUND

- A. On April 14, 2020, Plaintiff served a letter to the LWDA and Defendant in accordance with the requirements of Labor Code section 2699.3, to notify the LWDA of alleged violations by Defendant of California Labor Code sections 226, 226.3, 2699, 2699.3, and 2699.5 for alleged failures to provide employees with compliant wage statements. The LWDA declined to investigate the alleged violations.
- B. On June 17, 2020, Plaintiff commenced this Action.
- C. In the Action, Plaintiff seeks relief under PAGA on behalf of himself and the PAGA Settlement Group Members for the alleged violations of California’s Labor Code.
- D. Prior to settlement, Defendant supplied Plaintiff with information concerning the scope of the number of Settlement Group Members and the number of paychecks issued during the relevant period. Specifically, Defendants provided approximately 4,100 wage statements to Settlement Group Members from April 14, 2019 to May 15, 2020, and the total number of individuals in the Settlement Group as of May 15, 2020 was 224. Each side, represented by its respective counsel, recognized the risk of an adverse result in the Action and agreed to settle the Action, and all other matters covered by this Agreement pursuant to the terms and conditions of this Agreement. Defendants also noted that they could cure the alleged deficiencies in

the wage statements identified in Plaintiff's April 14, 2020 letter to the LWDA. This Agreement replaces and supersedes the Memorandum of Agreement previously entered into by the parties on June 1, 2020.

- E. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that Plaintiff's claims in the Action have merit or that it has any liability to Plaintiff or the PAGA Settlement Group on those claims, or as an admission by Plaintiff that Defendant's defenses in the Action have merit.

III. SETTLEMENT TERMS AND CONDITIONS

- A. **Total Settlement Amount.** Subject to the terms and conditions of this Agreement and court approval, the Total Settlement Amount is \$37,500. The Total Settlement Amount will cover (i) all Settlement Shares to PAGA Settlement Group Members, (ii) the LWDA Payment, (iii) the Representative Plaintiff's Payment, (iv) the Plaintiff's Counsel Fees and Expenses Payment, and (v) the Settlement Administrator's fees and expenses. The Net Settlement Amount is the Total Settlement Amount minus the deductions set forth above in Section III, A (iii), (iv) and (v), above.
- B. **Payments to Settlement Administrator.** The Settlement Administrator will pay to itself out of the Total Settlement Amount its reasonable fees and expenses as approved by the Court. The estimated Settlement Administrator fees and expenses are anticipated to be no more than \$5,000.
- C. **Payments to LWDA.** The Parties will apply to the Court for a payment to the LWDA out of the Net Settlement Amount equal to 75% of the Net Settlement Amount. If the Court approves an LWDA Payment of less than 75%, the remainder will be retained in the Net Settlement Amount.
- D. **Payment to Plaintiff's Counsel.** Defendant will not oppose Plaintiff's Counsel's request for a Fees and Expenses Payment in the total, maximum amount of \$12,500 for attorneys' fees (one-third (1/3) of the Total Settlement Amount) and additional litigation expenses not to exceed \$1,000. The Settlement Administrator will issue to Plaintiff's Counsel a Form 1099 with respect to the awarded attorneys' fees and costs.
- E. **Payment to Plaintiff.** In addition to his Settlement Share, Plaintiff will apply to the Superior Court for a Representative Plaintiff's Payment of not more than \$4,000. Defendant will not oppose a Representative Plaintiff's Payment of up to \$4,000. The Settlement Administrator will pay the Class Representative Payments approved by the Superior Court out of the Total Settlement Amount. If the Superior Court approves a Representative Plaintiff's Payment of less than \$4,000, the remainder will be retained in the Net Settlement Amount. Tax deductions and withholdings will not be taken from the Representative Plaintiff's Payment, and instead a Form 1099 will be issued to Plaintiff with respect to this payment. The

Representative Plaintiff's Payment to Plaintiff shall be in addition to Plaintiff's pro rata portion of the 25% of the Net Settlement Amount.

- F. **Settlement Share to PAGA Settlement Group Members.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will allocate Settlement Shares from the Net Settlement Amount to the PAGA Settlement Group Members in proportion to the number of paychecks each PAGA Settlement Group Member received from Defendant or its subsidiaries during the Covered Period. A Form 1099 will be issued to each Settlement Group Member for his/her Settlement Share because the Action sought civil penalties.
- G. **Appointment of Settlement Administrator.** The Parties will cooperate in selecting an acceptable Settlement Administrator to resolve disputes in connection with the calculation of Settlement Shares in accordance with the Settlement; distribute Settlement Shares and other payments due under the Settlement; and otherwise administer the Settlement. The Settlement Administrator's duties will include preparing, printing, and mailing the Notice Packet (including checks issued) to the PAGA Settlement Group Members; conducting a National Change of Address search and using Accurint and other reasonable and cost-effective skip trace methods to locate any PAGA Settlement Group Member whose Notice Packet was returned by the U.S. Postal Service as non-deliverable, and re-mailing the Notice Packet to the PAGA Settlement Group Member's new address; issuing the checks to effectuate the payments due under the Settlement, including to the LWDA; disbursing any funds associated with uncashed checks; and otherwise administering the Settlement pursuant to this Agreement. The Settlement Administrator will have the final authority to resolve all disputes concerning the calculation of a PAGA Settlement Group Member's Settlement Share, subject to the dollar limitations set forth in this Agreement. The Settlement Administrator's reasonable fees and expenses, including the cost of printing and mailing the Notice Packet, will be paid out of the Total Settlement Amount.
- H. **Procedure for Approving Settlement.**
1. **Motion for an Order Approving the Settlement.**
 - a. The Parties will cooperate in seeking approval of the Settlement, including filing a Joint Stipulation and/or Motion for an Order Approving the Settlement Agreement (the "Joint Motion").
 - b. Pursuant to PAGA, on the date the Parties file the Joint Motion, Plaintiff will submit to the LWDA the PAGA Notice substantially evidenced by Exhibit D to this Agreement, enclosing this Agreement. The Parties intend and believe that providing notice of this Settlement to the LWDA pursuant to the procedures described in this section complies with the requirements of PAGA.

- c. At the hearing on the Joint Motion, the Parties will jointly appear, if necessary, support the granting of the Joint Motion, and submit an order granting the motion in the form evidenced by Exhibit A to this Agreement.
 - d. Should the Court decline to approve all material aspects of the Settlement, or order material changes to the Settlement to which the Parties do not agree, the Parties will meet and confer to address the Court's concerns and determine whether resolution of the Action can be obtained in a manner consistent with the Court's concerns. If no agreement can be reached the Settlement will be null and void and the Parties will have no further obligations under it. However, an award by the Court of lesser amounts than sought for the Representative Plaintiff's Payment and/or Class Counsel Fees and Expenses Payment will not be considered a material change to the Settlement.
2. **No Right to Opt Out or Object.** The Parties agree there is no statutory right for any PAGA Settlement Group Member to object, opt out or otherwise exclude himself or herself from the Settlement. The Parties further agree there is no right or opportunity for any PAGA Settlement Group Member to appeal the approval of the Settlement by the Court with the exception of Plaintiff. The Parties further agree that an Aggrieved Employees' recovery under this Settlement does not act to preclude claims not encompassed within the release of claims in Section III.J.2.
3. **Notice to PAGA Settlement Group Members.** After the Court enters its order granting the Joint Motion, every PAGA Settlement Group Member will be provided with the Notice Packet, which will include the Notice completed to reflect the order granting the Joint Motion, and the PAGA Settlement Group Member Settlement Information Sheet completed to show the PAGA Settlement Group Member's information, as follows:
- a. Within 30 days after the Court approval of the settlement, Defendant will provide to the Settlement Administrator the names, last known addresses and telephone numbers, Social Security numbers, and Covered Pay Periods of all PAGA Settlement Group Members. The Settlement Administrator shall keep this information confidential and not disclose it to any third parties. If any or all of the PAGA Settlement Group Members' data are unavailable to Defendant, Defendant will use best efforts to deduce or reconstruct their data prior to when it must be submitted to the Settlement Administrator.
 - b. Within 5 days after receiving the PAGA Settlement Group Members' data from Defendant, the Settlement Administrator will send a Notice Packet to each PAGA Settlement Group Member. The Settlement Administrator will mail this information to all

identified PAGA Settlement Group Members, using the mailing address information provided by Defendant, unless modified by any updated address information that the Settlement Administrator obtains in the course of administration of the Settlement. In the event of returned or non-deliverable notices, the Settlement Administrator will make reasonable efforts to locate PAGA Settlement Group Members and re-send the notices.

- c. If a Notice Packet is returned because of an incorrect address, the Settlement Administrator will promptly, and not later than 10 days from receipt of the returned packet, search for a more current address for the PAGA Settlement Group Member using Accurant and other reasonable and cost-effective skip trace methods, and re-mail the Notice Packet to the PAGA Settlement Group Member. The Settlement Administrator will use the PAGA Settlement Group Members' data and otherwise work with Defendant to find a more current address. The Settlement Administrator will be responsible for taking reasonable steps, consistent with its agreed-upon job parameters, court orders, and fee, as agreed to with Plaintiff's Counsel and according to the following deadlines, to trace the mailing address of any PAGA Settlement Group Member for whom a Notice Packet is returned by the U.S. Postal Service as undeliverable. These reasonable steps will include, at a minimum, the tracking of all undelivered mail; performing address searches for all mail returned without a forwarding address; and promptly re-mailing to PAGA Settlement Group Members for whom new addresses are found.

- 4. **Resolution of Disputes.** If a PAGA Settlement Group Member disputes the information shown on his or her Settlement Information Sheet, the PAGA Settlement Group Member has 30 days from the date of mailing to so notify the Settlement Administrator to resolve the matter by returning the sheet with the information that he or she contends is correct and including with the sheet any documentation the PAGA Settlement Group Member has to support his or her contention. In the event of such a dispute, Defendant will have the right to review their payroll and personnel records to verify the correct information. The Settlement Administrator will make a determination of the correct information, and that determination will be final, binding on the Parties and the PAGA Settlement Group Member, and non-appealable.

5. **Submission of Judgment.** Plaintiff shall submit a copy of the Judgment in this Action and a copy of any other order providing for or denying an award of civil penalties within 10 days after entry of the Judgment and/or order, in compliance with Section 2699(1)(3) of the California Labor Code. The Judgment will be made available to the LWDA and Aggrieved Employees through the Settlement Administrator's website for a period of one (1) year following entry of judgment.

6. **Waiver of Right to Appeal.** Provided that the Judgment is consistent with the material terms of this Agreement, Plaintiff, Defendant, and their respective counsel hereby waive any and all rights to appeal from the Judgment, including all rights to any post-judgment proceeding and appellate proceeding, such as a motion to vacate judgment, a motion for new trial, and any extraordinary writ, and the Judgment therefore will become non-appealable at the time it is entered. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings or post-judgment proceedings. This paragraph does not preclude Plaintiff or Plaintiff's Counsel from appealing from a refusal by the Court to award the Plaintiff's Counsel attorneys' fees and/or costs sought by them. If an appeal is taken, the time for consummating the Settlement (including making payments under the Settlement) will be suspended until such time as their appeal is finally resolved and the Judgment becomes Final, as defined in this Agreement.

7. **Vacating, Reversal, or Material Modification of Judgment on Appeal or Review.** If, after a notice of appeal or a petition for *certiorari* or review, or any other motion, petition, or application, the reviewing court vacates, reverses, or modifies the Judgment such that there is a material change to the Settlement, and that court's decision is not completely reversed and the Judgment is not fully affirmed on review by a higher court, then either Plaintiff or Defendant will have the right to void the Settlement, which the Party must do by giving written notice to the other Parties, the reviewing court, and the Court not later than 30 days after the reviewing court's decision vacating, reversing, or materially modifying the Judgment becomes Final. A vacation, reversal, or modification of the Court's award of the Representative Plaintiff's Payment and/or Plaintiff's attorneys' fees and/or costs will not constitute a vacating, reversal, or material modification of the Judgment within the meaning of this paragraph, although Plaintiff or Plaintiff's Counsel have the right to appeal from any refusal by the Court to award the Plaintiff's Counsel attorneys' fees and/or costs sought by them.

8. **Timing of Settlement Payments.** Within 10 days after the Settlement becomes Final, as defined in this Agreement, the Settlement Administrator will provide Defendant with wire transfer information. Within 10 business days after the Settlement Administrator provides Defendant with wire transfer information, Defendant will transfer the Total Settlement Amount to the Settlement Administrator via wire transfer. Within 10 days thereafter,

the Settlement Shares will be paid to the PAGA Settlement Group Members, the LWDA Payment paid to the LWDA, the Representative Plaintiff's Payment to Plaintiff, Plaintiff's Counsel Fees and Expenses Payment paid to Plaintiff's Counsel, and the Settlement Administrator's fees and expenses.

9. **Uncashed Settlement Share Checks.** A PAGA Settlement Group Member must receive or cash his or her Settlement Share payment or check within 180 calendar days after it is mailed to him or her. If a check is returned to the Settlement Administrator, the Settlement Administrator will make all reasonable efforts to re-mail it to the PAGA Settlement Group Member at his or her correct address. If a PAGA Settlement Group Member fails to cash the check for his or her Settlement Share within 180 days after it is mailed to him or her, the funds shall be distributed by the Settlement Administrator to the DLSE Unpaid Wage Fund in the Settlement Group Member's name.
- I. **Revising Wage Statements.** In connection with this Settlement, Defendant agrees that by no later than the hearing on the Joint Motion, it will, and will cause its subsidiaries to, include their respective business addresses, and not just the PO Box of their payroll service provider, on all paystubs issued to employees moving forward.
 - J. **Release and Waiver of Claims.**
 1. **Plaintiff.** In consideration of Plaintiff's awarded Representative Payment, Plaintiff's Settlement Share, and the other terms and conditions of the Settlement, as of the date the Settlement becomes Final, Plaintiff releases any and all known and unknown claims against Defendant and the Released Parties. However, nothing herein shall be read to release any claims that Plaintiff cannot release by law, including Plaintiff's pending Workers' Compensation claim.
 2. **PAGA Settlement Group Members.** In consideration for their awarded Settlement Shares, as of the date the Settlement becomes Final, all PAGA Settlement Group Members release Defendant and the Released Parties from any and all claims under PAGA of whatever kind or nature, whether known or unknown, arising during the Covered Period based on the underlying Labor Code violations alleged by Plaintiff in the Action and in Plaintiff's notice letter to LWDA, including claims under Labor Code sections 2699, 2699.3, and 2699.5 based on alleged underlying violations of Labor Code sections 226 and 226.3, and any resulting claim for attorneys' fees and costs (the "Released Claims").
 3. **Waiver of Rights under California Civil Code Section 1542.** Plaintiff's released claims as provided for in part III.J.1 include all such respective claims, whether known or unknown by the releasing party. Therefore, with

respect only to those respective Released Claims, Plaintiff expressly waives and relinquishes the provisions, rights and benefits of section 1542 of the California Civil Code, which reads:

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

- K. **No Effect on Other Benefits.** The Net Settlement Shares will not result in any additional benefit payments (such as 401(k) or bonus) beyond those provided by this Agreement to Plaintiff or the PAGA Settlement Group Members, and they will be deemed to have waived all such claims, whether known or unknown by them, as part of their release of claims under this Agreement.
- L. **Confidentiality Preceding Approval.** Prior to filing of the Joint Motion, Plaintiff will not issue any press or other media releases or have any communication with the press or media or anyone other than financial advisors, retained experts, and vendors related to settlement administration, regarding the Settlement. If, before the filing of the Motion for Settlement Approval, Plaintiff or his attorneys disclose to any unauthorized party (a) that a settlement has been reached or (b) any of the terms of the Settlement except as required by law or to effect the Settlement, Defendant may rescind the Settlement, rendering it null and void. Plaintiff further agrees that he will instruct his attorneys not to disclose the terms of this Agreement other than as necessary in connection with the motion to approve the settlement.
- M. **Neutral Reference.** If Noble House is contacted by any prospective employer for Plaintiff to provide information regarding Plaintiff's employment with Noble House, then Noble House shall provide only Plaintiff's dates of employment and last position held.
- N. **Miscellaneous Terms.**
 - 1. **No Admission of Liability.**
 - a. Defendant denies that it has engaged in any unlawful activity, has failed to comply with the law in any respect, or has any liability to anyone under the claims asserted in the Action. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission of liability or wrongdoing by Defendant, or an admission by Plaintiff that any of his claims were non-meritorious or any defense asserted by Defendant was meritorious. This Settlement and the fact that Plaintiff and Defendant were willing to settle the Action will have no bearing on, and will not be admissible

in connection with, any litigation (other than solely in connection with the Settlement).

- b. Whether or not the Judgment becomes Final, nothing in the Settlement, this Agreement, any document, statement, proceeding or conduct related to the Settlement or the Agreement, or any reports or accounting of those matters, will be (i) construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Defendant or any other Released Parties, including, but not limited to, evidence of a presumption, concession, indication or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession or damage; or (ii) disclosed, referred to or offered in evidence against any of the Released Parties, in any further proceeding in the Action, or any other civil, criminal or administrative action or proceeding except for purposes of effectuating the Settlement pursuant to this Agreement.
 - c. This section and all other provisions of this Agreement notwithstanding, any and all provisions of this Agreement may be admitted in evidence and otherwise used in any and all proceedings to enforce any or all terms of this Agreement, or in defense of any claims released or barred by this Agreement.
2. **Integrated Agreement.** After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibits will constitute the entire agreement between 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.
3. **Attorney Authorization.** Plaintiff's Counsel and Defendant's Counsel each warrant and represent that they are authorized by their respective clients 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. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties will seek the assistance of the Court or mediator, and in all cases all such documents, supplemental provisions and assistance of the court will be consistent with this Agreement. No attorney for any party is a party to this agreement and will not be liable for any party's breach of any of the terms of this agreement.

4. **Modification of Agreement.** This Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their successors-in-interest.
5. **Agreement Binding on Successors.** This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
6. **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, without giving effect to any conflict of law principles or choice of law principles.
7. **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.
8. **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 arms-length negotiations, taking into account all relevant factors, current and potential.
9. **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.
10. **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 Settlement Group:

Craig Ackermann
Ackermann Tilajef PC
1180 South Beverly Drive, Suite 610
Los Angeles, California 90035
Telephone: (310) 277-0614
Facsimile: (310) 277-0635
cja@ackermanntilajeff.com

Tatiana Hernandez
Law Office of Tatiana Hernandez P.C.
1180 South Beverly Drive, Suite 610
Los Angeles, California 90035
Telephone: (213) 909-4248
Facsimile: (310) 388-0639
Tatiana@thawpc.com

To Defendant:

Zachary P. Hutton
Paul Hastings LLP
101 California Street, Suite 4800
San Francisco, California 94111
Telephone: (415) 856-7000
Facsimile: (415) 856-7100
zachhutton@paulhastings.com

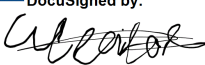
11. **Execution in Counterpart.** This Agreement may be executed in one or more counterparts. All executed counterparts and each of them will be deemed to be one and the same instrument provided that counsel for the Parties will exchange between themselves original signed counterparts. Facsimile signatures will be accepted if the original signature is provided within seven days. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

IV. EXECUTION BY PARTIES AND COUNSEL

The Parties hereby execute this Agreement.

Dated: July ^{7th} ___, 2020.

ALFONSO SERVIN

DocuSigned by:

E9A8CA12BC89429...

Dated: July 10, 2020.

NOBLE HOUSE HOME FURNISHINGS LLC

By: _____



Melissa Gelbart
General Counsel

EXHIBIT A

[[PROPOSED] ORDER GRANTING APPROVAL OF SETTLEMENT]

1 (Counsel listed on next page)
2
3
4
5
6
7

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF LOS ANGELES
10

11 ALFONSO SERVIN, individually and on
12 behalf of all others similarly situated,

13 Plaintiff,

14 vs.

15 NOBLE HOUSE HOME FURNISHINGS
16 LLC, a California Corporation, and DOES
1 to 100, inclusive,

17 Defendants.
18
19
20
21
22
23
24
25
26
27
28

Case No. 20CMCV00152

**[PROPOSED] ORDER APPROVING
SETTLEMENT AGREEMENT AND
ENTERING FINAL JUDGMENT**

Date:
Time:

Judge: Hon.
Dept.: S

Complaint filed: June 17, 2020

1 **ACKERMANN & TILAJEF, P.C.**

2 Craig J. Ackermann, CA Bar No. 229832

3 cja@ackermanntilajef.com

4 Sam Vahedi (SBN 282660)

5 sv@ackermanntilajef.com

6 Avi Kreitenberg (CA State Bar No. 266571)

7 ak@ackermanntilajef.com

8 1180 South Beverly Drive, Suite 610

9 Los Angeles, California 90035

10 Telephone: (310) 277-0614

11 Facsimile: (310) 277-0635

12 **ACKERMANN TILAJEF PC**

13 Craig Ackermann (SBN: 229832)

14 cja@ackermanntilajeff.com

15 1180 South Beverly Drive, Suite 610

16 Los Angeles, California 90035

17 Telephone: (310) 277-0614

18 Facsimile: (310) 277-0635

19 **Law Office of Tatiana Hernandez P.C.**

20 Tatiana Hernandez, CA Bar No. 255322

21 Tatiana@thawpc.com

22 1180 South Beverly Drive, Suite 610

23 Los Angeles, California 90035

24 Telephone: (310) 824-3828

25 Facsimile: (310) 862-6851

26 Attorneys for Plaintiff and the Aggrieved Employee

27 **PAUL HASTINGS LLP**

28 Zachary P. Hutton (SBN 234737)

29 zachhutton@paulhastings.com

30 Eric Distelburger (SBN 330042)

31 ericdistelburger@paulhastings.com

32 101 California Street, 48th Floor

33 San Francisco, California 94111

34 Tel: (415) 856-7000

35 Fax: (415) 856-7100

36 Attorneys for Defendant

37 **NOBLE HOUSE HOME FURNISHINGS LLC**

1 On , 2020, a hearing was held on the joint motion of Plaintiff Alfonso Servin
2 and Defendant Noble House Home Furnishings LLC's motion for approval of a settlement
3 agreement pursuant to California's Private Attorney General Act ("PAGA") (the "Settlement").
4 Craig Ackermann, Esq. of Ackermann Tilajef PC appeared for Plaintiff and Zachary P. Hutton of
5 Paul Hastings LLP appeared for Defendant. The Court having considered all papers filed and
6 proceedings herein and otherwise being fully informed, and having made this Judgment which
7 constitutes a final adjudication of this matter on the merits, and good cause appearing,

8 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:**

9 1. All terms used for purposes of this Order and Judgment, not otherwise defined, shall
10 have the same meaning as given in the PAGA Settlement Agreement ("Settlement") executed
11 between the Parties on July , 2020.

12 2. Pursuant to the Labor Code Private Attorneys General Act ("PAGA"), Cal. Lab.
13 Code §§ 2699(1)(2), (1)(4), the Labor Workforce and Development Agency ("LWDA") has been
14 given notice of the Settlement. Pursuant to PAGA, on the date the parties filed the motion seeking
15 approval of the Settlement with the Court, Plaintiff submitted to the LWDA a notice of the
16 Settlement enclosing a copy of the Settlement. The Court finds and determines that Plaintiff's
17 notice of the Settlement complied with the statutory requirements of PAGA.

18 3. The Court confirms approval of the Settlement as to the following group of
19 individuals, collectively referred to as the "PAGA Settlement Group Members":

20 All current and former hourly non-exempt employees of Defendant
21 or any of its subsidiaries, including Le Pouf LLC, Noble House
22 Retail Alpha, and NH Services LLC, in California who received at
least one wage statement from April 14, 2019 through the date that
the court approves this Settlement.

23 4. This Court has jurisdiction over the subject matter of this litigation, over all PAGA
24 Settlement Group Members, and over those persons and entities undertaking affirmative
25 obligations under the Settlement.

26 5. The Court finds that the Settlement is, in all respects, fair, reasonable, and adequate.
27 Accordingly, the Court hereby finally and unconditionally approves the Settlement.

1 6. The Court approves the Notice to PAGA Settlement Group Members, Exhibit B to
2 the Settlement Agreement, which provides instructions for PAGA Settlement Group Members to
3 dispute and/or correct their Settlement Share before payments are made.

4 7. The Court finds that each PAGA Settlement Group Member, in accordance with the
5 Settlement, releases the following “Released Claims” against the Released Parties.

6 Any and all claims under PAGA of whatever kind or nature,
7 whether known or unknown, arising during the Covered Period
8 based on the underlying Labor Code violations alleged by Plaintiff
9 in the Action and in Plaintiff’s notice letter to LWDA, including
 claims under Labor Code sections 2699, 2699.3, and 2699.5 based
 on alleged underlying violations of Labor Code sections 226 and
 226.3, and any resulting claim for attorneys’ fees and costs.

10 8. The Court finds that the Total Settlement Amount, Net Settlement Amount, and the
11 methodology used to calculate and pay each Settlement Share, in accordance with the Settlement,
12 are fair and reasonable. The Net Settlement Amount is the Total Settlement Amount of \$37,500
13 minus deductions for Plaintiff’s Counsel’s fees and costs, the Representative Plaintiff’s Payment,
14 and the Settlement Administrator’s fees and expenses.

15 9. The Court authorizes the Settlement Administrator to calculate and pay the
16 Settlement Shares, in accordance with the terms of the Settlement.

17 10. The Court awards the Settlement Administrator in this Action its fees and costs of
18 \$4,000 in accordance with the terms of the Settlement Agreement.

19 11. The Court awards to Plaintiff’s Counsel in this Action its fees and costs of \$13,500
20 (including \$12,500 in fees and \$1,000 in costs), in accordance with the terms of the Settlement
21 Agreement.

22 The Court approves the Representative Plaintiff’s Payment in the amount of \$4,000 as fair
23 and reasonable.

24 12. The Court approves the allocations and payment of \$37,500 as for the compromise
25 of claims brought under PAGA, to be paid in accordance with the terms of the Settlement. Under
26 the terms of the Settlement, 75% of the Net Settlement Amount will be paid to the State of
27 California Labor Workforce Development Agency (“LWDA Payment”); the remaining amount of
28

1 the Net Settlement Amount shall be distributed to the PAGA Settlement Group Members in
2 accordance with the terms of the Settlement.

3 13. Checks for the Settlement Shares sent to PAGA Settlement Group Members shall
4 be valid for 180 days after issuance. Funds remaining from any checks for Settlement Shares
5 uncashed after 180 days will be disbursed to the DLSE Unpaid Wage Fund.

6 14. The Court retains exclusive and continuing jurisdiction over this Action for purposes
7 of supervising, administering, implementing, interpreting, and enforcing this Order and Judgment,
8 as well as the Settlement.

9 15. Nothing in this Order and Judgment or the Settlement shall be construed as an
10 admission or concession by any party. The Settlement and this resulting Order and Judgment
11 simply represent a compromise of disputed allegations.

12 16. Plaintiff is directed to submit a copy of this order to the LWDA within 10 days of
13 the date of this Order.

14 17. Within 120 days of the date of this Order, the Parties are directed to file a joint status
15 report regarding the status of the distribution of settlement proceeds. Upon satisfaction that the
16 appropriate payments have been made, the Court will then close this case.

17 **IT IS SO ORDERED AND ADJUDGED.**

18
19 DATED: _____

HON.
Los Angeles Superior Court Judge

EXHIBIT B

[NOTICE OF APPROVAL OF SETTLEMENT]

NOTICE OF SETTLEMENT

To: *All current and former hourly non-exempt employees of Noble House Home Furnishings LLC or any of its subsidiaries, including Le Pouf LLC, Noble House Retail Alpha, and NH Services LLC, in California who received at least one wage statement from April 14, 2019 through [the date that the Court approves this Settlement].*

PLEASE READ THIS NOTICE CAREFULLY

ACCORDING TO NOBLE HOUSE HOME FURNISHINGS LLC'S RECORDS, YOU QUALIFY TO RECEIVE MONEY IN CONNECTION WITH A LEGAL SETTLEMENT. TO ENSURE THAT YOUR PAYMENT IS ACCURATELY CALCULATED, READ THE ENCLOSED SETTLEMENT INFORMATION SHEET AND CONFIRM THAT THE INFORMATION ABOUT YOURSELF AND YOUR EMPLOYMENT WITH NOBLE HOUSE IS CORRECT. IF IT IS CORRECT, YOU DO NOT NEED TO DO ANYTHING; YOU WILL RECEIVE YOUR SHARE OF THE SETTLEMENT. IF THE SETTLEMENT INFORMATION SHEET IS INCORRECT, RETURN IT IN ACCORDANCE WITH THE INSTRUCTIONS IN THIS NOTICE.

WHAT IS THIS NOTICE ABOUT?

A settlement (the "Settlement") has been reached between Plaintiff Alfonso Servin ("Plaintiff") and Defendant Noble House Home Furnishings LLC ("Noble House"), in the Private Attorneys General Act representative action for civil penalties pending in the Court brought on behalf of the State of California's Labor and Workforce Development Agency and the following individuals (the "Settlement Group"):

All current and former hourly non-exempt employees of Noble House or any of its subsidiaries, including Le Pouf LLC, Noble House Retail Alpha, and NH Services LLC, in California who received at least one wage statement from April 14, 2019 through [date of court approval].

The Court has approved the Settlement. You have received this notice because Noble House's records indicate that you are a member of the Settlement Group. This notice is designed to inform you of how you can provide corrected information to the Settlement Administrator, if necessary, to ensure your receipt of your Settlement Share.

WHAT IS THIS LAWSUIT ABOUT?

On June 17, 2020, Plaintiff brought an action entitled "*Alfonso Servin, individually and on behalf of all others similarly situated v. Noble House Home Furnishings LLC, a California Corporation, and DOES 1 to 100, inclusive*" designated as No. 20CMCV00152 (the "Action"). The Action is pending in the Superior Court of California for the County of Los Angeles (the "Court").

In the Action, Plaintiff alleged that Defendant failed to provide employees with compliant wage statements in California during the period of April 14, 2019 through [date of court approval] (the "Covered Period") in violation of Labor Code section 2699, *et seq.* claiming violations of specific sections of the Labor Code including sections 226, 226.3, 2699, 2699.3, and 2699.5. Plaintiff sued for civil penalties under the California Labor Code Private Attorneys General Act ("PAGA"), Cal. Lab. Code § 2698 *et seq.* Under PAGA, any recovery of civil penalties is shared between the LWDA, which gets 75% of the penalties recovered, and the allegedly aggrieved employees, who get 25% of the penalties recovered.

Defendant denied and continues to deny all of Plaintiff's material allegations. Specifically, Defendant contends that it complied with the requirements of the Labor Code and that civil penalties are not recoverable.

After good-faith negotiations in which both sides recognized the substantial risk of an uncertain outcome, Plaintiff and Defendant agreed to settle the Action pursuant to the terms and conditions of the Settlement.

The Settlement represents a compromise and settlement of highly disputed civil penalty claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that Plaintiff's claim in the Action has merit or that it has any liability to Plaintiff or the group of individuals he seeks to represent on that claim. On the contrary, Defendant denies any and all such liability.

WHO IS INCLUDED IN THE SETTLEMENT?

You are included in the Settlement if you fall within the following definition:

All current and former hourly non-exempt employees of Noble House Home Furnishings LLC or any of its subsidiaries, including Le Pouf LLC, Noble House Retail Alpha, and NH Services LLC, in California who received at least one wage statement from April 14, 2019 through the date that the Court approves this Settlement.

You are receiving this notice because Defendant's records indicate that you are part of the Settlement Group.

WHAT WILL I RECEIVE FROM THE SETTLEMENT?

1. **Settlement Shares.** Pursuant to PAGA, 75% of the Net Settlement Amount will go to the LWDA. The remaining 25% of the Net Settlement Amount will be distributed to Settlement Group Members in proportion to the number of paychecks that they received while employed by Noble House or one of its subsidiaries during the Covered Period.
2. **Payment of Settlement Shares.** The Settlement Shares and other amounts awarded by the Court will be paid after entry of the final judgment and the exhaustion of all rights to appeal or review, or after any appeal or review has been resolved in favor of the Settlement. Checks for Settlement Shares must be cashed within 180 days after they are issued, or else the funds they represent will go to the State of California.
3. **Dispute of Settlement Group Member Information.** If you dispute the validity of any of the information shown on your enclosed Settlement Information Sheet, including the number of paychecks used to calculate your Settlement Share, you must report your dispute to the Settlement Administrator to resolve the matter. In order to do so, you must return the enclosed Settlement Information Sheet to the Settlement Administrator by the deadline of [REDACTED], informing the Settlement Administrator of the fact of the dispute and the basis for your contention that different information is correct for you (including any documentary evidence that you have to support your contention). In the event of such a dispute, Defendant will review payroll and personnel records to verify the correct information. Defendant's records will have a rebuttable presumption of correctness. After consultation with you, Defendant's, and Plaintiff's Counsel, the Settlement Administrator will make a final determination.
4. **Settlement Group Member Release.** The Settlement approved by the Court includes a release by the Settlement Group of any and all claims under PAGA of whatever kind or nature, whether known or unknown, arising during the Covered Period based on underlying Labor Code violations alleged by Plaintiff in the Action and in Plaintiff's notice letter to LWDA, including PAGA claims for alleged violations of Labor Code sections 2699, 2699.3, and 2699.5 based on alleged underlying violations of Labor Code sections 226 and 226.3, and any resulting claim for attorneys' fees and costs (the "Released Claims").

WHAT ARE MY RIGHTS AS A SETTLEMENT GROUP MEMBER?

1. **Participating in Settlement.** You are a part of the Settlement Group, and therefore, you will be bound by the terms of the Settlement and any final judgment that may be entered by the Court and you will be deemed to have released the PAGA claims against Defendant and any present and former parents, subsidiaries and affiliated companies or entities, including Le Pouf LLC, Noble House Retail Alpha, and NH Services LLC, and their respective officers, directors, employees, partners, shareholders and agents, and any other successors, assigns and legal representatives and its related persons and entities. As a member of the Settlement Group, you will not be responsible for the payment of attorneys' fees or reimbursement of litigation expenses unless you retain your own counsel, in which event you will be responsible for your own attorneys' fees and expenses. Other than the PAGA claims specified above, no individual claims are released by this PAGA settlement.
2. **Settlement Information Sheet.** The enclosed Settlement Information Sheet provides the information on

which your Settlement Share will be calculated and an estimate of your Settlement Share. If the information in the Settlement Information Sheet (including your mailing address) is correct, you need not return the form. If the information contained in the Settlement Information Sheet is not correct, correct the information on the sheet and return it to the Settlement Administrator. If you believe information (other than your name, mailing address, and the last four digits of your Social Security Number) is incorrect, state on the Settlement Information Sheet what you contend is the correct information and also include any documentation you have to support that contention. The Settlement Information Sheet must be completed and returned to the Settlement Administrator postmarked by not later than [REDACTED], 2020. It is your obligation to keep the Settlement Administrator informed of any changes in your mailing address until your Settlement Share is received. Failing to provide the Settlement Administrator with any change of your mailing address may prevent you from receiving your Settlement Share.

3. **The Settlement Administrator's Address.** If applicable, send your corrected Settlement Information Sheet to the Settlement Administrator at the following address.

Servin v. Noble House Home Furnishings LLC

c/o
[REDACTED]

GETTING MORE INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you are referred to the detailed Settlement Agreement, which will be on file with the Clerk of the Court. The pleadings and other records in this litigation including the Settlement Agreement, may be examined at the Office of the Clerk of the Court, Superior Court of California for Los Angeles County, 275 Magnolia Avenue, Long Beach, CA 90802, during the Clerk's normal business hours; or you may contact Plaintiff's Counsel as follows: Craig Ackermann, Ackermann Tilajef PC, 1180 South Beverly Drive, Suite 610, Los Angeles, California 90035, (310) 277-0614

PLEASE DO NOT TELEPHONE THE COURT OR DEFENDANT'S COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS. YOU MAY, HOWEVER, CALL ANY OF PLAINTIFF'S COUNSEL LISTED ABOVE.

Dated: [REDACTED], 2020.

By Order of the Court

EXHIBIT C

[SETTLEMENT INFORMATION SHEET]

Servin v. Noble House Home Furnishings LLC, Superior Court of the State of California, for the County of Los Angeles, No. 20CMCV00152

SETTLEMENT INFORMATION SHEET

PLEASE REVIEW THE INFORMATION BELOW TO CONFIRM THAT YOUR CONTACT AND PERSONNEL INFORMATION IS CORRECT.

IF THIS INFORMATION IS ACCURATE, DO NOT RETURN THIS SHEET: YOU AUTOMATICALLY WILL RECEIVE YOUR SETTLEMENT SHARE.

IF ANY OF THE INFORMATION BELOW IS NOT CORRECT, PROVIDE CORRECTED INFORMATION, DATE AND SIGN THIS FORM (AT THE BOTTOM OF THE PAGE), AND MAIL IT, POSTMARKED NOT LATER THAN [REDACTED], 2020, TO:

Settlement Administrator

[REDACTED]

**PERSONNEL INFORMATION FOR
INDIVIDUAL RECEIVING THIS NOTICE**

Name:

Mailing Address:

Last four digits of Social Security number:

Number of paychecks received from Noble House Home Furnishings LLC, Le Pouf LLC, Noble House Retail Alpha, or NH Services LLC from April 14, 2019 through [REDACTED]:

Based on this information, your estimated settlement share is \$<<[REDACTED]>>. Your actual settlement share may end up being higher or lower than estimated.

IF ANY OF THE INFORMATION SHOWN ABOVE IS NOT CORRECT, PLEASE SO INDICATE BELOW. IF YOU ARE DISPUTING THE NUMBER OF PAYCHECKS YOU RECEIVED, STATE WHAT YOU BELIEVE TO BE THE CORRECT NUMBER OF PAYCHECKS AND ATTACH ANY DOCUMENTATION THAT SUPPORTS YOUR CONTENTION.

Corrected Information	
Corrected Name	_____
Corrected Mailing Address (include telephone number, starting with area code)	_____ _____ _____
Corrected last four digits of Social Security number (you are not required to provide your entire Social Security number)	_____
Corrected number of paychecks received from Noble House Home Furnishings LLC, Le Pouf LLC, Noble House Retail Alpha, or NH Services LLC from April 14, 2019 through [DATE OF APPROVAL])	_____

I declare under penalty of perjury under the laws of California that the foregoing is true and correct and was executed on _____, 2020.

(Signature)

**PLEASE REMEMBER: IT IS YOUR OBLIGATION TO
INFORM THE SETTLEMENT ADMINISTRATOR OF
ANY CHANGE TO YOUR MAILING ADDRESS PRIOR TO YOUR
RECEIPT OF YOUR SETTLEMENT SHARE. FAILURE TO UPDATE
YOUR MAILING ADDRESS MAY PREVENT YOUR RECEIPT OF
YOUR SETTLEMENT SHARE.**

EXHIBIT D

[PAGA NOTICE]

(Counsel listed on next page)

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

ALFONSO SERVIN, individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

NOBLE HOUSE HOME FURNISHINGS
LLC, a California Corporation, and DOES
1 to 100, inclusive,

Defendants.

Case No. 20CMCV00152

**NOTICE OF PROPOSED PAGA
SETTLEMENT**

Date:

Time:

Judge: Hon.

Dept.: S

Complaint filed: June 17, 2020

ACKERMANN & TILAJEF, P.C.

Craig J. Ackermann, CA Bar No. 229832

cja@ackermanntilajef.com

Sam Vahedi (SBN 282660)

sv@ackermanntilajef.com

Avi Kreitenberg (CA State Bar No. 266571)

ak@ackermanntilajef.com

1180 South Beverly Drive, Suite 610

Los Angeles, California 90035

Telephone: (310) 277-0614

Facsimile: (310) 277-0635

Law Office of Tatiana Hernandez P.C.

Tatiana Hernandez, CA Bar No. 255322

Tatiana@thawpc.com

1180 South Beverly Drive, Suite 610

Los Angeles, California 90035

Telephone: (213) 909-4248

Facsimile: (310) 862-6851

Attorneys for Plaintiff and the Aggrieved Employees

PAUL HASTINGS LLP

Zachary P. Hutton (SBN 234737)

zachhutton@paulhastings.com

Eric Distelburger (SBN 330042)

ericdistelburger@paulhastings.com

101 California Street, 48th Floor

San Francisco, California 94111

Tel: (415) 856-7000

Fax: (415) 856-7100

Attorneys for Defendant

NOBLE HOUSE HOME FURNISHINGS LLC

1 To the California Labor and Workforce Development Agency:

2 PLEASE TAKE NOTICE that the parties to this wage-and-hour class action have settled
3 the case brought under the Labor Code Private Attorneys General Act ("PAGA"). In accordance
4 with PAGA, Cal. Lab. Code § 2699(1)(2), plaintiff Alfonso Servin ("Servin") provides this notice
5 to the LWDA and attaches a copy of the parties' Settlement Agreement.

6 If you have any questions about this notice or the enclosed materials, please contact
7 counsel for plaintiff, as provided below.

8 Craig Ackermann
9 ACKERMANN TILAJEF PC
10 1180 South Beverly Drive, Suite 610
11 Los Angeles, California 90035
Telephone: (310) 277-0614
Facsimile: (310) 277-0635

12 Email: cja@ackermanntilajeff.com

13
14 Dated: [REDACTED], 2020. CRAIG ACKERMANN

15
16 By: _____
17 Craig Ackermann
18 Attorneys for Plaintiff
19 Alfonso Servin
20
21
22
23
24
25
26
27
28