

MELMED LAW GROUP P.C.
Jonathan Melmed (SBN 290218)
jm@melmedlaw.com
1801 Century Park E, Suite 850
Los Angeles, California 90067
Telephone: (310) 824-3828
Facsimile: (310) 862-6851

ACKERMANN & TILAJEF, P.C.
Craig J. Ackermann (SBN 229832)
cja@ackermanntilajef.com
1180 South Beverly Drive, Suite 610
Los Angeles, California 90035
Telephone: (310) 277-0614
Facsimile: (310) 277-0635

Attorneys for Plaintiff and the Aggrieved Employees

RUTAN & TUCKER, LLP
Maria Z. Stearns (State Bar No. 230649)
mstearns@rutan.com
Peter Hering (State Bar No. 298427)
phering@rutan.com
Corey H. Collins (State Bar No. 318646)
ccollins@rutan.com
611 Anton Boulevard, Suite 1400
Costa Mesa, California 92626-1931
Telephone: 714-641-5100
Facsimile: 714-546-9035

Attorneys for Defendant
Advanced Industrial Services, Inc.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

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

Plaintiff,

vs.

ADVANCED INDUSTRIAL SERVICES, INC.
a California corporation, and DOES 1-50,
inclusive,

Defendants.

Case No. 30-2020-01154701-CU-OE-CXC

ASSIGNED FOR ALL PURPOSES TO
HON. JUDGE WILLIAM CLASTER – DEPT. CX104

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

Date Action Filed: August 11, 2020
Trial Date: Not Yet Set

1
2 This Stipulation and Agreement for PAGA Representative Action Settlement is made and
3 entered into by and between Plaintiff Juan Arredondo ("Plaintiff"), on behalf of himself and as a
4 representative of the state of California and the Aggrieved Employees (as defined in paragraph 2,
5 below), on the one hand, and Defendant Advanced Industrial Services, Inc. ("Defendant") on the
6 other hand (collectively, the "Parties"), and is made in compromise of disputed claims. The Parties
7 agree that the above-entitled representative action shall be settled on the terms and conditions set
8 forth in this Stipulation, subject to the approval of the Court pursuant to Section 2699(1) of the
9 California Labor Code Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.*
10 ("PAGA").

11 DEFINITIONS

12 1. "Action" means and refers to *Arredondo v. Advanced Industrial Services, Inc.*, Case
13 No. 30-2020-01154701-CU-OE-CXC, which is currently pending in the Orange County Superior
14 Court of the State of California.

15 2. "Aggrieved Employees" means all individuals who are or were employed as hourly,
16 non-exempt, field employees by Defendant in California during the PAGA Period.

17 3. The terms "Agreement," "Settlement," and "Settlement Agreement" mean this
18 Stipulation and Agreement for PAGA Representative Action Settlement, which the Parties
19 acknowledge sets forth all material terms and conditions of the Settlement between them, and which
20 is subject to Court approval pursuant to Section 2699(1) of the California Labor Code Private
21 Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.*

22 4. "Court" means the California Superior Court, County of Orange.

23 5. "Defendant" means Advanced Industrial Services, Inc.

24 6. "Effective Date" of this Agreement shall be the later of: (i) the 61st day after service
25 of notice of entry of the Final Order and Judgment, if no appeal, review, or writ has been filed; or
26 (ii) if an appeal, review, or writ is sought from the Final Order and Judgment, the day after the Final
27 Order and Judgment is affirmed or the appeal, review, or writ is dismissed or denied, and the Final
28 Order and Judgment are no longer subject to further judicial review. The Effective Date is

1 conditioned upon all of the following occurring: (a) this Agreement has been signed by the Parties,
2 PAGA Counsel, and Defendant's counsel; and (b) the Court has entered the Final Order and
3 Judgment.

4 7. **"Final Order and Judgment"** means the proposed order granting approval of the
5 Settlement and entering Judgment, in the form substantially similar to that attached to this
6 Agreement as Exhibit "B."

7 8. **"Gross Settlement Amount"** means a maximum total of \$210,000.00, which
8 includes all payments owing as a result of this Agreement and includes: the Net Settlement Amount;
9 Representative Plaintiff Enhancement Award; Settlement Administration Costs; and PAGA
10 Counsel Attorneys' Fees and Costs as awarded by the Court.

11 9. **"LWDA Payment"** means a payment to the California Labor Workforce and
12 Development Agency in an amount equal to 75% of the Net Settlement Amount.

13 10. **"Net Settlement Amount"** is the Gross Settlement Amount less all of the following:
14 PAGA Counsel's Attorneys' Fees and Costs, Representative Plaintiff's Enhancement Award, and
15 Settlement Administration Costs.

16 11. **"PAGA Aggrieved Employee Payment"** means a payment of 25% of the Net
17 Settlement Amount, which the Parties have agreed to pay the Aggrieved Employees in connection
18 with the settlement of the PAGA Claim.

19 12. **"PAGA Claim"** means the claim for civil penalties under the California Labor Code
20 Private Attorneys General Act of 2004 (Cal. Lab. Code sections 2698 *et seq.*, "PAGA") alleged in
21 the Action.

22 13. **"PAGA Counsel"** means Jonathan Melmed of Melmed Law Group P.C. and Craig
23 J. Ackermann of Ackermann & Tilajef, P.C.

24 14. **"PAGA Period"** means April 13, 2019 through November 21, 2020.

25 15. **"Released Claims"** means all claims or causes of action for PAGA penalties that
26 were, or could have been asserted in the Action, pursuant to the California Labor Code Private
27 Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.*, based on alleged violations of Labor
28 Code §§ 201-204, 210, 226.3, 226.7, 1194, 1194.2, 1197, 1198, 1199, 1720, 1723, 1771-1774, 1776,

1 1815, 2441, IWC Wage Order No. 16, sections 4, 10(C), 11, 12, and 8 Cal. C. Regs. sections 3364
2 and 3395(c), whether for civil penalties or attorneys' fees and costs arising out of the PAGA claims
3 at issue, including: failure to pay for all hours worked, including minimum wages and overtime
4 wages; failure to timely pay all wages owed; failure to provide rest breaks; failure to pay rest break
5 premiums; failure to pay prevailing wages for all hours worked; failure to provide potable water
6 free of charge; failure to provide suitable toilet facilities; failure to provide accurate itemized wage
7 statements; and failure to timely pay wages and premiums due upon termination.

8 16. **"Released Parties"** means Defendant and each of its subsidiaries, affiliates, parent
9 companies, shareholders, members, owners, officers, employees, attorneys, representatives, agents,
10 predecessors, successors, and assigns, and any individual or entity which could be jointly liable with
11 Defendant.

12 17. **"Representative Plaintiff"** means Plaintiff Juan Arredondo.

13 18. **"Settlement Administrator"** shall mean ILYM Group, Inc., a neutral third-party
14 administrator chosen by the Parties, subject to approval by the Court.

15 **RECITALS**

16 19. On April 13, 2020, Plaintiff sent a PAGA Notice to the Labor Workforce and
17 Development Agency ("LWDA"), with a copy to Defendant. On August 11, 2020, Plaintiff filed a
18 Complaint in the Superior Court of the State of California, County of Orange in a case styled
19 *Arredondo v. Advanced Industrial Services, Inc., Case No. 30-2020-01154701-CU-OE-CXC*
20 ("Action").

21 20. The Action asserts a PAGA Claim for civil penalties, and an award of reasonable
22 attorneys' fees and costs.

23 21. The Parties have conducted a thorough investigation into the facts of the Action. This
24 included exchanging data and information as well as documents relating to the underlying alleged
25 violations. After attending a mediation with Louis Marlin, Esq. of Louis Marlin Mediations, LLC
26 on August 26, 2020, the Parties believe that the Settlement is fair, reasonable, and adequate. The
27 Parties understand, acknowledge, and agree that this Settlement Agreement constitutes a
28 compromise of Representative Plaintiff's and the Aggrieved Employees' PAGA Claim, and that it

1 is the desire and intention of the Parties to effect a final and complete resolution of the PAGA Claim
2 that the Representative Plaintiff and the Aggrieved Employees have against Defendant or any
3 persons or companies affiliated with Defendant.

4 22. The Parties enter into this Settlement Agreement on a conditional basis. In the event
5 the Court 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 23. Defendant denies all of the claims in the Action, and does not waive, but rather
9 expressly reserves, all rights to challenge all such claims and allegations upon all legal, procedural
10 and factual grounds should this Settlement Agreement not become final. This Settlement
11 Agreement reflects a compromise reached to end litigation.

12 24. The Parties stipulate and agree to the following terms of this Settlement Agreement
13 with the intent that this Agreement finally disposes of the Action with prejudice.

14 **TERMS AND CONDITIONS**

15 25. **Settlement Payments and Calculation of Claims.** The following table summarizes
16 the allocation of the Gross Settlement Amount:

<u>Gross Settlement Amount of \$210,000.00 Is Broken Down As Follows:</u>	
• PAGA Counsel Attorneys' Fees not to exceed \$70,000.00. • PAGA Counsel Costs not to exceed \$12,500.00. • Up to \$10,000.00 for Enhancement to Named Plaintiff Juan Arredondo • Settlement Administration Costs, not to exceed \$6,000.00. • Approximately \$111,500.00 for the Net Settlement Amount: ○ 25% of the Net Settlement Amount for the PAGA Aggrieved Employee Payment (approximately \$27,875.00) ○ 25% of the Net Settlement Amount for the LWDA Payment (approximately \$83,625.00)	

24
25 26. Subject to final Court approval and the conditions specified in this Agreement, and
26 in consideration of the mutual covenants and promises set forth in this Agreement, Defendant agrees
27 to pay the Gross Settlement Amount of \$210,000.00. The Gross Settlement Amount includes, but
28 is not limited to, payments to be made to PAGA Counsel's attorneys' fees and costs, any

1 enhancement payment to the Representative Plaintiff, PAGA Payment Amount, and Settlement
2 Administration Costs. The Gross Settlement Amount shall not increase, unless the total number of
3 pay periods at the end of the PAGA Period exceeds 4,425 – the estimate the Parties used to negotiate
4 the Settlement – **by more than 5%**, in which case there will be a proportional increase in the Gross
5 Settlement Amount for each additional pay period over the 5% increase (by way of example, for
6 **each** pay period above 4,647, the Gross Settlement Amount shall increase by \$45.19). The Parties
7 agree, subject to Court approval, that the Gross Settlement Amount shall be apportioned as follows:

8 a. Settlement Administration Fees And Costs: The fees and costs associated
9 with settlement administration (*e.g.*, preparing and mailing payments to the Aggrieved Employees,
10 tax documentation, etc.) (the “**Settlement Administration Costs**”) will be paid from the Gross
11 Settlement Amount and are estimated to be up to \$6,000.00. The Parties agree to use ILYM Group,
12 Inc. as the Settlement Administrator. To the extent Settlement Administration Costs are not
13 approved by the Court in the amounts set forth above, and the order becomes final, then then the
14 non-approved amount will be added to the Net Settlement Amount to be distributed based on the
15 formula set forth in subsection 26.d.

16 b. PAGA Counsel’s Attorneys’ Fees and Costs: The Parties agree that, subject
17 to the Court’s review and approval, PAGA Counsel will be paid from the Gross Settlement Amount
18 an amount that is up to 33.33% of the Gross Settlement Amount for attorneys’ fees (\$70,000.00),
19 plus actual litigation costs (including but not limited to Representative Plaintiff’s portion of the
20 mediation fee), not to exceed \$12,500.00. To the extent attorneys’ fees and costs are not approved
21 by the Court in the amounts set forth above, and the order becomes final, then then the non-approved
22 amounts will be added to the Net Settlement Amount to be distributed based on the formula set forth
23 in subsection 26.d.

24 c. Representative Plaintiff’s Enhancement Award: The Parties agree that,
25 subject to the Court’s review and approval, Representative Plaintiff will receive a \$10,000.00
26 enhancement award for his services in bringing the Action on behalf of the Aggrieved Employees,
27 which will be paid from the Gross Settlement Amount. If the enhancement award approved by the
28 Court is less than \$10,000.00 and the order becomes final, then the non-approved amount will be

1 added to the Net Settlement Amount to be distributed based on the formula set forth in subsection
2 26.d.

3 d. Net Settlement Amount: After deducting PAGA Counsel's Attorneys' Fees
4 and Costs, Settlement Administration Costs, and Representative Plaintiff's Enhancement Award
5 from the Gross Settlement Amount, the remaining amount will comprise the Net Settlement
6 Amount. The Net Settlement Amount is comprised of the LWDA Payment and the PAGA
7 Aggrieved Employee Payment. The Net Settlement Amount of approximately \$111,500.00 shall be
8 allocated 75% to the LWDA Payment, which is estimated to total \$83,625.00 (\$111,500.00 x 75%).
9 The remaining 25% of the Net Settlement Amount, estimated to total \$27,875.00 (\$111,500.00 x
10 25%), shall be allocated to the PAGA Aggrieved Employee Payment to be paid to the Aggrieved
11 Employees on a *pro rata* basis as noted below, which shall be referred to as the Aggrieved
12 Employee's "**Individual PAGA Payment.**"

13 Example:

14 Aggrieved Employee A was actively employed during the PAGA Period for 25 pay periods.
15 All Aggrieved Employees were actively employed a combined total of 4,425 pay periods during the
16 PAGA Period. Aggrieved Employee A's Individual PAGA Payment would be calculated as
17 follows:

- 18 ➤ 25 pay periods for Aggrieved Employee A ÷ 4,425 total pay periods for all Aggrieved
19 Employees = 0.565%.
- 20 ➤ Aggrieved Employee A is entitled to an Individual PAGA Payment in an amount
21 that is 0.565% of the Net Settlement Amount.¹

22 e. Taxes and Reporting: The Individual PAGA Payments will be treated as non-
23 wage income to the Aggrieved Employees and reported by the Settlement Administrator on IRS
24 Form 1099.

25 27. **Release By Aggrieved Employees and State of California.**

26 a. Terms of Release. In exchange for the consideration recited in this
27

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

1 Settlement Agreement, Representative Plaintiff, as the representative for the State of California and
2 all Aggrieved Employees, and on behalf of their current, former, and future heirs, executors,
3 administrators, attorneys, agents, and assigns will forever completely release and discharge the
4 Released Parties of any and all Released Claims, as defined in Section 15. The Aggrieved
5 Employees and the State of California are deemed by operation of the Final Order and Judgment to
6 have agreed not to sue or otherwise make a claim against any of the Released Parties for any
7 Released Claims.

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

12 28. **General Release By Representative Plaintiff.**

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

22 b. California Civil Code Section 1542. Upon the Effective Date, the
23 Representative Plaintiff will be deemed to have, and by operation of the Final Order and Judgment
24 will have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions,
25 rights, and benefits of section 1542 of the California Civil Code which provides as follows:

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

1 c. No Other Actions. The Representative Plaintiff is deemed by operation of
2 the Final Order and Judgment to have agreed not to sue or otherwise make any claim against any of
3 the Released Parties based upon any action, event or occurrence prior to the date he signs this
4 Settlement Agreement.

5 29. **Request For Final Order and Judgment.**

6 Upon execution of this Agreement, the Representative Plaintiff shall promptly file a motion
7 or application with the Court requesting approval of this Settlement by submitting a proposed Final
8 Order and Judgment, in a form substantially similar to Exhibit B.

9 The Representative Plaintiff shall not file the motion or application requesting final approval
10 or final judgment with the Court until Defendant has reviewed and approved it, which approval will
11 not be unreasonably withheld.

12 30. **Settlement Funding.**

13 a. On the Effective Date, the Settlement Administrator shall send Defendant's
14 counsel electronic wiring instructions to fund the Gross Settlement Amount.

15 b. Within 15 days after the Effective Date, Defendant shall wire to the
16 Settlement Administrator the Gross Settlement Amount (the "**Funding Date**")

17 c. Within 25 days after the Effective Date, the Settlement Administrator shall
18 issue all payments required by this Agreement (the "**Payment Date**").

19 31. **PAGA List.**

20 Within 5 days after the Effective Date, Defendant will provide a PAGA List to the Settlement
21 Administrator which will identify all Aggrieved Employees by name, social security number, and
22 last known home address ("**PAGA List**"). The PAGA List will also contain the number of pay
23 periods credited to each Aggrieved Employee.

24 32. **List Of Individual Settlement Amounts.**

25 Within 10 days after the Settlement Administrator receives the PAGA List, the Settlement
26 Administrator will provide to PAGA Counsel and Defendant's counsel a Proceeds List reflecting
27 the Individual PAGA Payment for each Aggrieved Employee ("**Proceeds List**"). The Proceeds List
28 provided to PAGA Counsel will not include the Aggrieved Employees' names, social security

1 numbers or contact information.

2 33. **PAGA Payments to Aggrieved Employees.**

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

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

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

23 d. Any unpaid cash residue or unclaimed Aggrieved Employee funds, plus any
24 accrued interest that has not otherwise been distributed pursuant to order of the Court, shall be
25 transmitted to CASA of Orange County.

26 34. **Payments Of Enhancement Award, Attorneys’ Fees And Costs, and the LWDA**
27 **Settlement Payment.**

28 a. On the Payment Date, the Settlement Administrator will pay from the Gross

1 Settlement Amount the Representative Plaintiff's Enhancement Award as awarded by the Court.
2 The payment will be made by sending to PAGA Counsel a check payable to "Juan Arredondo" in
3 the amount of the Court-approved Enhancement Award. This payment is conditional upon PAGA
4 Counsel providing Defendant's counsel with a completed Form W-9 for the Representative Plaintiff.

5 b. On the Payment Date, the Settlement Administrator will pay from the Gross
6 Settlement Amount to PAGA Counsel its Court-approved Attorneys' Fees and Costs. Such payment
7 is conditional upon PAGA Counsel providing the Settlement Administrator with a completed Form
8 W-9.

9 c. On the Payment Date, the Settlement Administrator will pay the LWDA
10 Payment from the Net Settlement Amount by issuing a check payable to "California Labor
11 Workforce and Development Agency."

12 35. **Deadlines.**

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

16 36. **Enforcement and Continuing Jurisdiction of the Court.**

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

23 37. **Mutual Full Cooperation.**

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

27 38. **Non-Admission Of Liability.**

28 The Parties enter into this Agreement to resolve the dispute that has arisen between them

1 and to avoid the burden, expense and risk of continued litigation. In entering into this Agreement,
2 Defendant does not admit, and specifically denies, that it has violated any federal, state, or local
3 law; violated any regulations or guidelines promulgated pursuant to any statute or any other
4 applicable laws, regulations or legal requirements; violated or breached any duty; engaged in any
5 misrepresentation or deception; or engaged in any other unlawful conduct with respect to the Action.
6 Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected
7 with it, shall be construed as an admission or concession by Defendant of any such violations or
8 failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms
9 of this Agreement, this Agreement and its terms and provisions shall not be offered or received as
10 evidence in any action or proceeding to establish any liability or admission on the part of Defendant
11 or to establish the existence of any condition constituting a violation of, or a non-compliance with,
12 federal, state, local or other applicable law.

13 39. **Effective Date Of Defendant's Obligations Under This Agreement.**

14 Defendant's obligations under this Settlement Agreement will become final and effective
15 only upon the occurrence of the Effective Date. In the event that any of the conditions specified in
16 this Settlement Agreement are not satisfied, or in the event that this Settlement does not obtain
17 approval of the Court for any reason, all matters covered by this Agreement will be null and void.
18 In such event, neither this Agreement nor any negotiations leading to this Settlement will be used
19 or construed by or against any Party as a determination, admission, or concession of any issue of
20 law or fact in the litigation; and the Parties do not waive, and instead expressly reserve, their
21 respective rights regarding the prosecution and defense of the Action, including all available
22 defenses and affirmative defenses, and to challenge any claim, as if this Settlement Agreement never
23 existed.

24 40. **Nullification.**

25 If: (1) the Court should for any reason fail to enter the Final Order and Judgment; or (2) the
26 Court's Final Order and Judgment is reversed or modified as to any material term as defined above,
27 or declared or rendered void as to any material term as defined above, then (a) the Settlement
28 Agreement shall become null and void; (b) the Parties will revert to their respective positions

1 immediately prior to reaching the settlement; and (c) Defendant will be responsible for any
2 Settlement Administration Costs.

3 41. **Invalidation.**

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

7 42. **Confidentiality/No Publicity.**

8 The Parties agree that this Settlement Agreement is confidential. Representative Plaintiff
9 and his counsel agree that the terms of this Settlement Agreement (including, but not limited to, the
10 Gross Settlement Amount), the negotiations leading to the execution of this Settlement Agreement,
11 and the Settlement Agreement itself, shall not be discussed with or publicized or promoted to the
12 media (including, without limitation, legal periodicals and publications such as "Jury Verdicts,"
13 disclosure of the Settlement Agreement on any web site of Representative Plaintiff's counsel or any
14 other website, or on any blogs, articles, or on any social media platforms or channels), or the public
15 at large, without the advance written consent of Defendant. The Parties intend this Paragraph 44 to
16 prohibit Plaintiff and his counsel from discussing, answering questions about, promoting or
17 publicizing the Settlement Agreement, its terms, or the negotiations leading to the Settlement
18 Agreement with anyone other than the Court or those individuals necessary to effectuate the terms
19 of the Agreement. Notwithstanding the foregoing, Representative Plaintiff and his counsel (1) may
20 tell the public in general only that certain claims "have been resolved by the Parties;" and (2) may
21 disclose the terms of the Settlement Agreement (a) in appropriate filings with the Court in this case;
22 (b) where required by law (e.g., income tax returns); and (c) to accountants or other tax professionals
23 for the purpose of preparing tax returns. Nothing in this paragraph shall prohibit Plaintiff's counsel
24 from disclosing the terms of this settlement, except for the monetary value, in future declarations or
25 filings with any court or tribunal for purposes of establishing Plaintiff's counsel's adequacy.

26 43. **Entire Agreement.**

27 This Settlement Agreement constitutes the entire integrated agreement between the Parties
28 relating to the Action, and no oral representations, warranties, or inducements have been made to

any party concerning this Settlement Agreement other than the representations, warranties, and covenants contained and memorialized in this Settlement Agreement.

44. **Authorization To Act.**

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

45. **Modification Only In Writing.**

This Settlement Agreement may be amended or modified only by a written instrument signed by all Parties or their successors in interest.

46. **Binding On Successors.**

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

47. **No Prior Assignments.**

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

48. **Governing Law.**

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

49. **Counterparts.**

This Settlement Agreement may be executed in one or more counterparts. All executed

1 counterparts and each of them will be deemed to be one and the same instrument. Counsel for the
2 Parties will exchange among themselves signed counterparts.

3 50. **Headings For Convenience Only.**

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

6 51. **Construction Of This Agreement.**

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

21 52. **Corporate Signatories.**

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

25 53. **Representation By Counsel.**

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

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[SIGNATURES ON FOLLOWING PAGE]

1 **IT IS SO AGREED:**

2 Dated: October ^{10/30/2020}_____, 2020

DocuSigned by:
Juan Arredondo
09864AFE895547D...

Juan Arredondo

4 Dated: October _____, 2020

Advanced Industrial Services, Inc.

By: Rex D. Johnston, Jr.
Its: President

8 Dated: October 30_____, 2020

APPROVED AS TO FORM AND AGREEMENT TO BE
BOUND BY PARAGRAPH 42:

By: Jonathan Melmed
Jonathan Melmed
MELMED LAW GROUP P.C.
Attorneys for Plaintiff Juan Arredondo, as an
individual, on behalf of himself and all aggrieved
employees

13 Dated: October 30_____, 2020

APPROVED AS TO FORM AND AGREEMENT TO
BE BOUND BY PARAGRAPH 42:

By: Craig J. Ackermann
Craig J. Ackermann
ACKERMANN & TILAJEF, P.C.
Attorneys for Plaintiff Juan Arredondo, as an
individual, on behalf of himself and all aggrieved
employees

19 Dated: October _____, 2020

APPROVED AS TO FORM:

By: _____
Peter Hering, Esq.
RUTAN & TUCKER, LLP
Attorneys for Defendant Advanced Industrial
Services, Inc.

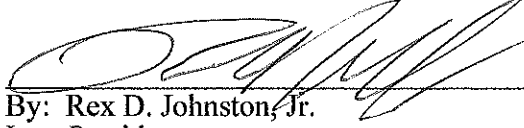
1 **IT IS SO AGREED:**

2 Dated: October _____, 2020

Juan Arredondo

4 Dated: October 29, 2020

Advanced Industrial Services, Inc.

5 

6 By: Rex D. Johnston, Jr.
Its: President

8 Dated: October _____, 2020

APPROVED AS TO FORM AND AGREEMENT TO BE
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9
10 By: _____

Jonathan Melmed
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15 By: _____

Craig J. Ackermann
ACKERMANN & TILAJEF, P.C.
Attorneys for Plaintiff Juan Arredondo, as an
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employees

19 Dated: October 29, 2020

APPROVED AS TO FORM:

20
21 By:  _____

Peter Hering, Esq.
RUTAN & TUCKER, LLP
Attorneys for Defendant Advanced Industrial
Services, Inc.