

Matthew C. Sgnilek, Esq. (State Bar No. 235299)
msgnilek@ohaganmeyer.com
Andrea Rosenkranz, Esq. (State Bar No. 301559)
arosenkranz@ohaganmeyer.com
O'HAGAN MEYER LLC
4695 MacArthur Court, Suite 210
Newport Beach, CA 92660
Telephone: (949) 942 8500
Facsimile: (949) 942 8510

Attorneys for Defendant
ADVANTAGE PAINTING SOLUTIONS, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO – SAN BERNARDINO DISTRICT

HERIBERTO APARICIO, individually and on
behalf of others similarly situated,

Plaintiff,

vs.

ADVANTAGE PAINTING SOLUTIONS,
INC., a California corporation; and DOES 1
through 50, inclusive,

Defendant.

Case No.: CIVDS2013809

REPRESENTATIVE ACTION

**JOINT STIPULATION OF PAGA
SETTLEMENT AND RELEASE OF
CLAIMS**

*[Assigned for All Purposes to the
Honorable David Cohn; Dept. S26]*

Complaint Filed: July 13, 2020

Trial: TBD

This Joint Stipulation of PAGA Settlement and Release of Claims (“Settlement” or “Agreement”) is made and entered into by and between Plaintiff HERIBERTO APARICIO (“Plaintiff” or “PAGA Representative”), individually and on behalf of all putative class members, and Defendant ADVANTAGE PAINTING SOLUTIONS, INC. (“Defendant”). Plaintiff and Defendant are collectively referred to herein as “the Parties.”

I. DEFINITIONS

The following definitions are applicable to this Settlement, in addition to other terms defined elsewhere in this Settlement:

1 1. “Superior Court” shall mean the Superior Court of California for the County of San
2 Bernardino.

3 2. The “Action” shall mean the operative Complaint of the civil action commenced on
4 July 13, 2020, filed and maintained by Plaintiff against Defendant in the Superior Court of
5 California, County of San Bernardino, Case No. CIVDS2013809.

6 3. “PAGA Class Counsel” shall mean the attorneys representing Plaintiff in the Action,
7 Heather Davis, Esq. and Amir Nayebeddash, Esq. of Protection Law Group, LLP.

8 4. “Defense Counsel” shall mean the attorneys representing Defendant in the Action,
9 Matthew C. Sgnilek, Esq. and Andrea Rosenkranz, Esq. of O’Hagan Meyer.

10 5. The “PAGA Period” shall mean the period of time from May 11, 2019, through
11 April 30, 2021.

12 6. The “PAGA Class” shall mean all persons who, during the PAGA Period, have
13 previously been or currently are employed in California by Defendant, as an hourly-paid, non-
14 exempt employee. “PAGA Class Member” shall mean an individual who is a member of the PAGA
15 Class (or if any such person is incompetent, deceased, or unavailable due to military service, the
16 person’s legal representative or successor in interest evidenced by reasonable verification).

17 7. “Settlement Administrator” shall mean Phoenix Settlement Administrators proposed
18 by the Parties and appointed by the Superior Court to administer the Settlement.

19 8. “PAGA Class Counsel Fees Payment” shall mean Three Hundred and Fifty
20 Thousand Dollars and Zero Cents (\$350,000.00) subject to approval by the Superior Court as
21 PAGA Class Counsel’s attorneys’ fees incurred in connection with the Action, including fees
22 incurred in pre-filing investigation, filing of the Action, and all related litigation activities, this
23 Settlement, and all post-Settlement compliance procedures. Defendant has agreed not to oppose
24 Class Counsel’s request for fees in the amount set forth above.

25 9. “PAGA Class Counsel Litigation Expenses Payment” shall mean the actual litigation
26 expenses and/or costs expended by PAGA Class Counsel subject to approval by the Superior Court
27 incurred in connection with the Action, including pre-filing investigation, filing of the Action, and
28 all related litigation activities, this Settlement, and all post-Settlement compliance procedures.

1 PAGA Class Counsel's expenses are not to exceed Twenty Thousand Dollars and Zero Cents
2 (\$20,000.00). Defendant has agreed not to oppose Class Counsel's request for costs and expenses
3 in the amount set forth above.

4 10. "PAGA Representative Payment" shall mean the special payment made to Plaintiff
5 in his capacity as PAGA Representative to compensate him for prosecuting the Action, and
6 performing work in support of the Action, in the amount of Seven Thousand, Five Hundred Dollars
7 and Zero Cents (\$7,500.00), subject to approval by the Superior Court.

8 11. "Settlement Administrator Payment" shall mean the payment to the Settlement
9 Administrator for its fees and expenses in administering this Settlement in an amount not to exceed
10 Four Thousand, Five Hundred and Ninety-Five Dollars and Zero Cents (\$4,595.00).

11 12. "Pay Period" shall mean any pay period in which a Class Member actually received
12 payment from Defendant as an hourly-paid, non-exempt employee.

13 13. "Individual Pay Periods" shall mean the number of Pay Periods for an individual
14 PAGA Class Member.

15 14. "Gross Settlement Amount" shall mean the Gross Settlement Amount of One
16 Million Dollars and Zero Cents (\$1,000,000.00) payable by Defendant as provided by this
17 Agreement.

18 15. Defendant represents that as of March 14, 2021, the number of pay periods worked
19 by the PAGA Class Members is 17,541. Should the qualifying Pay Periods worked by the PAGA
20 Class Members during the PAGA Period ultimately increases by more than 10% (i.e., by more than
21 19,295 Pay Periods), Defendant shall increase the Gross Settlement Amount on a pro-rata basis
22 equal to the percentage increase in the number of Pay Periods worked by the PAGA Class Members
23 above 10%. For example, if the number of Pay Periods increases by 11% to 19,471 Pay Periods, the
24 Gross Settlement Amount will increase by 1%.

25 16. "Net Settlement Amount" shall mean the Gross Settlement Amount, less (i) the
26 PAGA Representative Payment approved by the Superior Court; (ii) the PAGA Class Counsel Fees
27 Payment approved by the Superior Court; (iii) the PAGA Class Counsel Litigation Expenses
28 Payment approved by the Superior Court; (iv) the Settlement Administrator Payment approved by

the Superior Court; and (v) any other fees or expenses (other than PAGA Class Counsel Fees Payment and PAGA Class Counsel Litigation Expenses Payment) incurred in implementing the terms and conditions of this Agreement as approved by the Superior Court.

17. “LWDA Payment” shall mean the payment to the California Labor and Workforce Development Agency (“LWDA”) constituting seventy-five percent (75%) of the Net Settlement Amount.

18. “PAGA Class Payment” shall mean the remaining twenty-five percent (25%) of the Net Settlement Amount to be distributed on a *pro rata* basis based upon the number of Pay Periods worked by each PAGA Class Member.

19. “PAGA Class Payment Share” shall mean the value of each PAGA Class Member’s share of the PAGA Class Payment as provided by this Agreement.

20. “PAGA Class Notice” shall mean the Notice of Settlement and Approval, a sample of which is attached hereto as **Exhibit A**. The PAGA Class Notice shall further contain (i) a PAGA Class Member’s first and last name, (ii) last known address, (iii) last four digits of their social security number, (iv) employee identification number, if applicable, (v) the PAGA Class Member’s Individual Pay Periods; and (vi) the PAGA Class Member’s individual share of the PAGA Class Payment.

21. “Effective Date” shall mean the date by which this Settlement is approved by the Superior Court by entry of the Judgment and the Judgment becomes Final. If no appeal is filed the Effective Date shall occur 60 days from entry of Judgment by the Court. If a timely appeal is filed the Judgment shall become final on the date all appeals from the Judgment have been fully adjudicated. The occurrence of the Effective Date is a prerequisite to any obligation of Defendant to pay any funds into the Settlement Account.

22. “Judgment” shall mean the Order of Final Judgment entered by the Superior Court that the Parties anticipate will be entered following an Approval Hearing on the Settlement in this Action.

II. RECITALS

1. On May 11, 2020, PAGA Class Counsel, on behalf of Plaintiff and the PAGA Class

1 Members, gave written notice to the LWDA of the Labor Code violations Defendant is alleged to
2 have violated ("PAGA Letter").

3 2. On July 13, 2020, Plaintiff commenced the Action against Defendant by filing a
4 Complaint in the Superior Court. In the Complaint, Plaintiff, on behalf of himself and all others
5 similarly situated, alleged a cause of action for Civil Penalties pursuant to the Private Attorneys'
6 General Act ("PAGA").

7 3. Defendant denies and continues to deny all of Plaintiff's material allegations.
8 Specifically, Defendant contends (1) it did not fail to pay the PAGA Class the minimum wage or
9 overtime compensation; (2) it provided the PAGA Class with all meal periods according to law; (3)
10 it provided the PAGA Class with all rest periods according to law; (4) it did not fail to timely pay
11 the PAGA Class wages due and owing upon separation; (5) it provided the PAGA Class with
12 accurate itemized wage statements, consistent with Labor Code Section 226; (6) it properly
13 maintained all payroll records; (7) it did not violate Business & Professions Code Section 17200, *et*
14 *seq.*; (8) the PAGA Class is not entitled to penalties under PAGA; and (9) Defendant is not liable
15 for penalties, attorneys' fees, or costs of litigation to the Class.

16 4. In connection with the Action, and in order to work toward a mediated resolution
17 without the time and expense of formal discovery, the Parties produced voluminous documents and
18 data (including, by Defendant, human resources documents and policies, time records, and payroll
19 data during the PAGA Period) which were reviewed, investigated, and analyzed by PAGA Class
20 Counsel.

21 5. On March 16, 2021, the Parties in Action participated in a full day of mediation
22 before an experienced employment and class action mediator, Lynn Frank, Esq., which resulted in a
23 settlement of the Action (the "Mediation").

24 6. The Settlement described in this Agreement represents a compromise and settlement
25 of highly disputed claims. Nothing in this Settlement is intended or will be construed as an
26 admission by Defendant that Plaintiff's claims in the Action have any merit or that it has any
27 liability to Plaintiff, the PAGA Class, or the State on those claims, or as an admission by Plaintiff
28 that Defendant's defenses in Action have any merit. This Settlement is intended to fully, finally,

1 and forever compromise, release, resolve, discharge, and settle the released claims subject to the
2 terms and conditions set forth in this Settlement.

3 7. Based on its own thorough, independent investigation and evaluation of this case,
4 PAGA Class Counsel is of the opinion that the Settlement of the Action with Defendant for the
5 consideration and on the terms set forth in this Settlement is fair, reasonable, adequate, and in the
6 best interest of the PAGA Class in light of all known facts and circumstances, including the risk of
7 significant costs and delay, the defenses asserted by Defendant including the risks of adverse
8 determinations on the merits, and numerous potential appellate issues. Although Defendant
9 contends that it has no liability in the Action, Defense Counsel shares PAGA Class Counsel's belief
10 that the Settlement represents a fair and adequate settlement given the respective risks associated
11 with the case.

12 8. Based on the foregoing Recitals, the Parties agree as follows:

13 **III. PROCEDURE FOR APPROVING SETTLEMENT**

14 9. **Motion for Approval of Settlement by the Superior Court.** Plaintiff will move
15 the Superior Court for an order granting Approval of the Settlement and approving the PAGA Class
16 Notice (attached as **Exhibit A** to this Stipulation) ("Motion for Approval"). The hearing on the
17 Motion for Approval of Settlement shall be scheduled as soon as the matter may be heard. Any
18 unresolved disagreement among the Parties concerning the PAGA Class Notice or other documents
19 necessary to implement the Settlement will be referred first to Lynn Frank, Esq., and if no
20 resolution is reached, then to the Superior Court.

21 10. At the hearing on the Motion for Approval, the Parties anticipate that they will
22 jointly appear, support the granting of the Motion for Approval, and obtain an order granting
23 approval of the Settlement, and granting approval of the PAGA Class Notice.

24 11. Should the Superior Court require any amendments to this Agreement or the Motion
25 for Approval, the Parties agree to work jointly to resolve any issues in order to secure the Superior
26 Court's Approval.

27 12. Should the Superior Court decline to approve any material aspects of the Settlement,
28 the Settlement will be null and void and the Parties will have no further obligations under it. In

1 such event, the Parties shall be returned to their respective positions as of the date and time
2 immediately prior to the execution of this Agreement, and the Parties shall proceed in all respects as
3 if this Agreement had not been executed.

4 13. Upon approval of the Settlement by the Superior Court, the Parties will present for
5 the Superior Court's approval and entry a Proposed Final Order and Judgment. The entry of the
6 Order and Judgment shall permanently bar all PAGA Class Members from prosecuting against
7 Defendant any claims or causes of action of any kind through the PAGA Period, which were or
8 could have been brought in this Action, whether known or unknown, as well as all claims as set
9 forth in the Release contained in Section V of this Agreement.

10 14. After entry of the Judgment, the Superior Court will have continuing jurisdiction
11 over the Action and the Settlement solely for purposes of (i) enforcing this Settlement, (ii)
12 addressing settlement administration matters, and (iii) addressing such post-Judgment matters as
13 may be appropriate under court rules or applicable law.

14 15. **PAGA Class Notice.** After the Superior Court enters its order granting Approval,
15 every Class Member will be provided with the PAGA Class Notice (in English and Spanish) which
16 will include the PAGA Class Notice completed to reflect the order granting Approval of the
17 Settlement and the PAGA Class Member's information as follows:

18 (a) Within twenty-one (21) calendar days after the Motion for Approval is
19 granted, Defendant will provide to the Settlement Administrator the "PAGA Class Members' Data,"
20 which shall consist of an electronic database containing (i) each PAGA Class Member's first and
21 last name, (ii) last known mailing address, (ii) the PAGA Class Member's Social Security number
22 or Tax ID, (iii) the PAGA Class Member's employee identification number, if applicable, and based
23 on Defendant's payroll records, and (iv) the PAGA Class Member's total number of Individual Pay
24 Periods. If any or all of the PAGA Class Members' Data is unavailable to Defendant, Defendant
25 will so inform PAGA Class Counsel prior to the date on which Defendant are required to submit the
26 PAGA Class Members' Data to the Settlement Administrator and the Parties will make their best
27 efforts to reconstruct or otherwise agree upon the PAGA Class Members' Data prior to when it
28 must be submitted to the Settlement Administrator. If the Parties are unable to agree, the dispute

1 will be first be submitted to the Settlement Administrator and if unable to be resolved by the
2 Settlement Administrator to the agreement of all Parties the dispute shall be submitted to the Court.
3 This information will otherwise remain confidential and will not be disclosed to anyone, except as
4 required to applicable taxing authorities, as required to carry out the reasonable efforts to identify
5 PAGA Class Member information as described in this Paragraph 15(b), pursuant to Defendant's
6 express written authorization, or by order of the Superior Court.

7 (b) If a PAGA Class Notice is returned by the U.S. Postal Service because of an
8 incorrect address, the Settlement Administrator will promptly, and not later than five (5) days from
9 receipt of the returned packet, search for a more current address for the PAGA Class Member and
10 re-mail the PAGA Class Notice to the PAGA Class Member. The Settlement Administrator will
11 use the PAGA Class Members' Data and otherwise work with Defense Counsel or utilize its own
12 resources such as skip traces to find a more current address. The Settlement Administrator will be
13 responsible for taking reasonable steps, consistent with its agreed-upon job parameters, court orders,
14 and fee, to trace the mailing address of any PAGA Class Member for whom a PAGA Class Notice
15 is returned by the U.S. Postal Service. These reasonable steps shall include the tracking of all
16 undelivered mail; performing address searches for all mail returned without a forwarding address;
17 and promptly re-mailing to PAGA Class Members for whom new addresses are found.

18 16. **Waiver of Right to Appeal.** Provided that the Judgment is consistent with the terms
19 and conditions of this Settlement, Plaintiff, PAGA Class Members, Defendant, and their respective
20 counsel hereby waive any and all rights to appeal from the Judgment, including all rights to any
21 post-judgment proceeding and appellate proceeding, such as a motion to vacate judgment, a motion
22 for new trial, a motion under Code of Civil Procedure Section 473, and any extraordinary writ, and
23 the Judgment therefore will become non-appealable by them at the time it is entered. The waiver of
24 appeal does not include any waiver of the right to oppose any appeal, appellate proceedings, or
25 post-judgment proceedings. If an appeal is taken from the Judgment, the time for consummation of
26 the Settlement (including making payments under the Settlement) will be suspended until such time
27 as the appeal is finally resolved and the Judgment, consistent with the terms of this Settlement,
28 becomes Final.

1 **17. Vacating, Reversal, or Material Modification of Judgment on Appeal or**
2 **Review.** If, after a notice of appeal, a petition for review, or a petition for *certiorari*, or any other
3 motion, petition, writ, or application, the reviewing court vacates, reverses, or modifies the
4 Judgment such that there is a material modification to the Settlement, and that court's decision is
5 not completely reversed and the Judgment is not fully affirmed on review by a higher court, then
6 either Party will have the right to void the Settlement, which the Party must do by giving written
7 notice to the other Parties, the reviewing court, and the Superior Court, not later than fourteen (14)
8 days after the reviewing court's decision vacating, reversing, or materially modifying the Judgment
9 becomes final. For the purposes of this paragraph, a "material change" is a change to the terms
10 outlined in the accepted Memorandum of Understanding, a copy of which is attached hereto as
11 **Exhibit B.** A vacation, reversal, or modification of the Superior Court's award of the PAGA
12 Representative Payment, the PAGA Class Counsel Fees Payment, and/or PAGA Class Counsel
13 Litigation Expenses Payment will not constitute a vacation, reversal, or material modification of the
14 Judgment within the meaning of this paragraph.

15 **18. Establishment of Settlement Account.** The Settlement Administrator shall
16 establish a Settlement Account within ten (10) days of the Effective Date and notify the Parties
17 when the Settlement Account has been established. The Settlement Administrator shall also
18 provide Defendant with an itemized statement for the total amount to be deposited into the
19 Settlement Account, which shall equal the Gross Settlement Amount ("Settlement Account
20 Deposit"). Within eighteen (18) days after receiving notification of the Settlement Account and
21 statement for the Settlement Account Deposit, Defendant shall pay into the Settlement Account an
22 amount equal to the Settlement Account Deposit. Defendant shall have no obligation to pay any
23 additional funds into the Settlement Account.

24 **19. Payment of PAGA Class Payment Shares.** The Settlement Administrator shall pay
25 to each PAGA Class Member his or her PAGA Class Payment Share from the Settlement Account.
26 The Settlement Administrator shall pay each PAGA Class Payment Share by sending a check in the
27 appropriate amount to the PAGA Class Member at the address indicated in the PAGA Class
28 Member's Data. Such payment, with the PAGA Class Notice, shall be sent by the Settlement

1 Administrator via U.S. Mail within fourteen (14) days of its receipt of the Settlement Account
2 Deposit from Defendant.

3 20. **Uncashed PAGA Class Payment Share Checks.** Any checks paid to PAGA Class
4 Members shall be negotiable for one hundred eighty (180) calendar days from the date of their
5 issuance. A Participating Class Member must cash his or her Settlement Share check within one
6 hundred eighty days (180) calendar days after it is mailed to him or her. A PAGA Class Member
7 must cash his or her PAGA Class Payment Share check within one hundred eighty days (180)
8 calendar days after it is mailed to him or her. If a check remains uncashed after one hundred eighty
9 (180) calendar days from the initial mailing, or if a check is returned to the Settlement
10 Administrator as undeliverable during the one hundred eighty-day period, the Settlement
11 Administrator shall take all reasonable efforts to identify the PAGA Class Member's correct
12 address, including the performance of a "skip-trace." If an updated address can be identified, the
13 Settlement Administrator shall issue another check to the PAGA Class Member and mail it to the
14 Participating Class Member and/or PAGA Class Member at his or her updated address. If an
15 updated address for the PAGA Class Member cannot be identified, if a reissued check is once again
16 returned to the Settlement Administrator as undeliverable, or if the reissued check remains uncashed
17 after one hundred eighty (180) calendar days, the Settlement Administrator will keep an accounting
18 of such funds and shall give notice to the Parties of the total balance of uncashed PAGA Class
19 Payment Shares. A PAGA Class Member who fails to negotiate or receive their PAGA Class
20 Payment Share check despite the procedures described above shall nevertheless remain bound by
21 the Settlement and the releases contained herein.

22 21. The funds represented by PAGA Class Payment Share checks remaining uncashed
23 for more than 180 days after issuance shall be voided and then shall be transmitted to the Controller
24 of the State of California to be held pursuant to the Unclaimed Property Law, California Code of
25 Civil Procedure § 1500, *et seq.* in the names of those PAGA Class Members who did not cash their
26 checks until such time they claim their property. After the expiration of the 180-calendar day check
27 cashing period, as outlined above, the Settlement Administrator shall begin the process of
28 transferring the funds in accordance with California Code of Civil Procedure §§ 1500-1582 and the

1 timing requirements set forth by the Office of the State Controller. The Parties agree that this
2 disposition results in no “unpaid residue” under California Civil Procedure Code § 384, as the entire
3 Net Settlement Amount will be paid out to the LWDA and PAGA Class Members, whether or not
4 all PAGA Class Members cash their settlement checks.

5 **22. Final Reports by Settlement Administrator to Superior Court.** Within ten (10)
6 days after final disbursement of all funds from the Settlement Account, the Settlement
7 Administrator will serve on the Parties and file with the Superior Court a declaration providing a
8 final summary report on the disbursements of all funds from the Settlement Account. Within ten
9 (10) days after transmission of any remaining unclaimed funds to the Controller of the State of
10 California, the Settlement Administrator will serve on the Parties and file with the Superior Court a
11 declaration providing a final summary report on the transmission of any remaining unclaimed funds
12 to the Controller of the State of California.

13 **IV. SETTLEMENT TERMS AND CONDITIONS**

14 **23. PAGA Class Payment Shares.** Subject to the terms and conditions of this
15 Settlement, the Settlement Administrator will calculate the PAGA Class Payment Shares for each
16 PAGA Class Member within ten (10) days after Defendant provide the Settlement Administrator
17 with the PAGA Class Members’ Data. The PAGA Class Payment Share for each PAGA Class
18 Member will be calculated as follows, understanding that the formulas below do not constitute an
19 admission by either Party, and are intended only to provide a practical means to simplify and
20 administer the claims process:

21 **(a) Number of PAGA Class Members and Pay Periods.** Defendant shall
22 determine the total number of PAGA Class Members and the aggregate number of Pay Periods for
23 those PAGA Class Members during the PAGA Period. This information shall be provided to the
24 Settlement Administrator along with the PAGA Class Members’ Data as described in Paragraph
25 15(a) above.

26 **(b) Calculation of the Pay Period Value.** The Settlement Administrator shall
27 determine the value of a Pay Period (“Pay Period Value”) by taking the PAGA Class Payment
28 amount (i.e., 25% of the Net Settlement Amount) and dividing it by the sum of all PAGA Class

1 Members' Pay Periods.

2 (c) **Calculation of PAGA Class Payment Shares.** The Settlement
3 Administrator shall assign to each PAGA Class Member a PAGA Class Payment Share which shall
4 be equal to the Pay Period Value multiplied by each PAGA Class Member's Individual Pay Periods.
5 Upon calculation of the PAGA Class Members' PAGA Class Payment Shares, the Settlement
6 Administrator shall furnish to PAGA Class Counsel and Defense Counsel a worksheet containing a
7 list of employee identification numbers for the PAGA Class Members with their corresponding
8 Individual Pay Periods and PAGA Class Payment Shares.

9 24. **Taxes and Withholdings.** Each PAGA Class Payment Share is intended to settle
10 the PAGA Class Members' claims for civil penalties arising under PAGA. Accordingly, one
11 hundred percent (100%) of each PAGA Class Payment Share shall represent civil penalties. The
12 PAGA Class Payment Share shall be paid to the PAGA Class Member in full without deductions or
13 withholdings, and the Settlement Administrator shall issue an IRS Form 1099 to each PAGA Class
14 Member for that amount. Each PAGA Class Member shall be individually responsible for their
15 own share of applicable income tax withholdings and deductions for his or her PAGA Class
16 Payment Share.

17 25. **Total Payment Amount.** In no event will Defendant be required to pay more than
18 the Gross Settlement Amount for distribution to the Plaintiff, PAGA Class Counsel, PAGA Class
19 Members, LWDA, Settlement Administrator, or for any other costs or expenses not otherwise
20 enumerated.

21 26. **Payments to Plaintiff and PAGA Class Counsel and Others.** Subject to the terms
22 and conditions of this Settlement, the Settlement Administrator will make the following payments
23 out of the Gross Settlement Amount as follows:

24 (a) **To Plaintiff:** In addition to his PAGA Class Payment Share, Plaintiff will
25 apply to the Superior Court for a PAGA Representative Payment in an amount not to exceed Seven
26 Thousand, Five Hundred Dollars and Zero Cents (\$7,500.00). Defendant will not oppose this PAGA
27 Representative Payment. The Settlement Administrator will pay the PAGA Representative
28 Payment approved by the Superior Court out of the Gross Settlement Amount. Payroll tax

1 withholding and deductions will not be taken from the PAGA Representative Payment and an IRS
2 Form 1099 will be issued to Plaintiff for this payment.

3 (b) **To PAGA Class Counsel:** PAGA Class Counsel will apply to the Superior
4 Court for the PAGA Class Counsel Fees Payment in an amount not to exceed Three Hundred and
5 Fifty Thousand Dollars and Zero Cents (\$350,000.00), or thirty-five percent (35%) of the Gross
6 Settlement Amount. PAGA Class Counsel will also submit to the Superior Court a memorandum of
7 costs for the PAGA Class Counsel Litigation Expenses Payment in an amount not to exceed Twenty
8 Thousand Dollars and Zero Cents (\$20,000.00) as requested reasonable costs incurred in the Action
9 to be paid from the Gross Settlement Amount. Defendant will not oppose these requests. The costs
10 and fees provided under the Agreement and approved by the Court shall be the total costs and
11 attorneys' fees recoverable in the Action. PAGA Class Counsel shall not seek additional costs or
12 fees arising from the litigation of the Action. The Settlement Administrator will pay the amounts
13 approved by the Superior Court out of the Gross Settlement Amount. Withholding and deductions
14 will not be taken from the PAGA Class Counsel Fees Payment or PAGA Class Counsel Litigation
15 Expenses Payment and one or more IRS Forms 1099 will be issued to PAGA Class Counsel with
16 respect to those payments.

17 (c) **To the Settlement Administrator:** The Settlement Administrator will be
18 paid from the Gross Settlement Amount its reasonable fees and expenses as approved by the
19 Superior Court, which are estimated to be Four Thousand, Five Hundred and Ninety-Five Dollars
20 and Zero Cents (\$4,595.00).

21 (d) **Distribution of the Net Settlement Amount:** As part of their Motion for
22 Approval, the Parties will jointly apply to the Superior Court to approve the distribution of the Net
23 Settlement Amount to the LWDA and PAGA Class Members. Seventy-five percent (75%) of the
24 Net Settlement Amount shall be distributed to the LWDA ("LWDA Payment"). The remaining 25%
25 of the Net Settlement Amount shall be distributed to the PAGA Class Members on a *pro rata* basis
26 based upon the number of pay periods worked by each PAGA Class Member ("PAGA Class
27 Payment").

28 27. **Appointment of Settlement Administrator.** The Parties will ask the Superior

1 Court to appoint Phoenix Settlement Administrators, a qualified and experienced administrator
2 based in California where the Action is venued, to serve as the Settlement Administrator, which, as
3 a condition of appointment, will agree to be bound by this Agreement with respect to the
4 performance of its duties and its compensation. The Settlement Administrator's duties will include
5 (i) calculating PAGA Class Payment Shares; (ii) preparing, printing, and mailing the PAGA Class
6 Notice to all PAGA Class Members; (iii) using reasonable measures to contact all PAGA Class
7 Members, including conducting a National Change of Address search on all PAGA Class Members
8 before mailing the PAGA Class Notice to each PAGA Class Member's address; (iv) re-mailing the
9 PAGA Class Notice to the PAGA Class Member's new address for those PAGA Class Members
10 whose address had changed; (v) setting up a toll-free telephone number to receive calls from PAGA
11 Class Members; (vi) issuing the checks to effectuate the payments due under the Settlement; (vii)
12 using reasonable measures to deliver issued checks to PAGA Class Members, including use of a
13 "skip-trace" for undeliverable checks; and (viii) otherwise administering the Settlement pursuant to
14 this Agreement. The Settlement Administrator will have the final authority to resolve all disputes
15 concerning the calculation of a PAGA Class Member's PAGA Class Payment Share, subject to the
16 terms set forth in this Agreement. The Settlement Administrator's reasonable fees and expenses are
17 estimated to be Four Thousand, Five Hundred and Ninety-Five Dollars and Zero Cents (\$4,595.00)
18 and will be paid out of the Gross Settlement Amount, as set forth herein, subject to Court approval.

19 **V. RELEASE OF CLAIMS**

20 28. **PAGA Class Released Claims.** Upon the funding of the Gross Settlement Amount,
21 each PAGA Class Member, and without the need to manually sign a release document, in exchange
22 for the consideration recited in this Agreement, on behalf of himself or herself and on behalf of
23 his/her current, former, and future heirs, executors, administrators, attorneys, agents, and assigns,
24 shall and does hereby fully and finally release Defendant and Defendant's parents, predecessors,
25 successors, subsidiaries, affiliates, partners, owners, assigns, franchisors, and trusts, and all of its
26 employees, officers, agents, attorneys, stockholders, fiduciaries, and other service providers
27 including, but not limited to, O'Hagan Meyer (collectively hereinafter the "Releasees"), from any
28 and all claims for the recovery for civil penalties, attorneys' fees, and costs permissible under

PAGA which Plaintiff and/or the PAGA Class Members had, or may claim to have, against Releasees, arising out of the violations alleged in the Complaint or the PAGA Notice or that reasonably could have been alleged, whether known or unknown, based on the facts and legal theories contained in the Complaint or the PAGA Notice, including unpaid straight and overtime wages (including any work off-the-clock and nonproductive time for any piece rate work), failure to provide reporting time pay, failure to pay employees all minimum wages and overtime wages owed including by failing to pay all overtime and double time at the correct regular rate of pay, failure to provide compliant meal and rest breaks, failure to pay them all premium wages owed for short, late or missed meal and rest periods, failure to pay all wages owed at discharge or resignation; failure to timely pay wages within the times permissible under Labor Code section 204; failure to provide complete and accurate wage statements; failure to keep complete and accurate payroll records; failure to reimburse necessary business-related expenses and internet service; violations of Labor Code Sections 201, 202, 203, 204, 226(a), 226.2, 226.3, 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2698, *et seq.*, 2800, and 2802 (the "PAGA Released Claims"). Following the funding of the Gross Settlement Amount, all PAGA Class Members will release the Releasees from the PAGA Released Claims that accrued during the PAGA Period. PAGA Class Members cannot opt out of or object to the PAGA Release.

29. The PAGA Released Claims described in Paragraph 28 expressly exclude all claims made by PAGA Class Members for individual wage claims, vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, claims while classified as exempt, and claims outside of the PAGA Period.

30. **Plaintiff's General Release of Claims.** Upon the funding of the Gross Settlement Amount, in exchange for the consideration set forth in this Agreement, Plaintiff does hereby waive, release, acquit and forever discharge the Released Parties, from any and all claims, actions, charges, complaints, grievances and causes of action, of whatever nature, whether known or unknown, which exist or may exist on Plaintiff's behalf as of the date of this Agreement, including, but not limited to, any and all tort claims, contract claims, wage claims, wrongful termination claims, retaliation claims, disability claims, benefit claims, public policy claims, retaliation claims, statutory claims,

1 personal injury claims, emotional distress claims, invasion of privacy claims, defamation claims,
2 fraud claims, *quantum meruit* claims, and any and all claims arising under any federal, state or other
3 governmental statute, law, regulation or ordinance, including, but not limited to, claims for violation
4 the California Labor Code, the Wage Orders of California's Industrial Welfare Commission, the
5 Americans with Disabilities Act, the Employee Retirement Income Security Act, Title VII of the
6 Civil Rights Act of 1964, the California Fair Employment and Housing Act, the California Family
7 Rights Act, the Family Medical Leave Act, California's Whistleblower Protection Act, California
8 Business & Professions Code Section 17200, *et seq.*, and any and all claims arising under any
9 federal, state or other governmental statute, law, regulation or ordinance. This release by Plaintiff is
10 not intended to release any claims that cannot be waived or released as a matter of law, including
11 specifically, without limitation, any claim under the California workers' compensation statute.

12 31. **Plaintiff's Waiver Of California Civil Code § 1542.** Upon the funding of the Gross
13 Settlement Amount, in exchange for the consideration set forth in this Agreement, Plaintiff also
14 agrees to expressly waive the provisions of California Civil Code § 1542, which provides as
15 follows:

16
17 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS
18 WHICH THE CREDITOR OR RELEASING PARTY DOES NOT
19 KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT
20 THE TIME OF EXECUTING THE RELEASE AND THAT, IF
21 KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY
22 AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR
23 OR RELEASED PARTY.

24 Plaintiff's general release and waiver of California Civil Code §1542 shall cover the time period
25 from the start of his employment with Defendant up to the Effective Date.

26 32. **No Effect on Other Benefits.** The payment of Settlement Shares and/or PAGA
27 Class Payment Shares will not result in any additional employee benefit payments (such as 401(k),
28 vacation, or bonus) and shall not have any effect on the eligibility for, or calculation of, any
employee benefit.

1 **VI. MISCELLANEOUS TERMS**

2 33. **No Admission of Liability.** Defendant denies that it has engaged in any unlawful
3 activity, has failed to comply with the law in any respect, or has any liability to anyone under the
4 claims asserted in the Action. This Settlement is entered into solely for the purpose of
5 compromising highly disputed claims. Nothing in this Settlement is intended or will be construed
6 as an admission of liability or wrongdoing by Defendant, an admission by Plaintiff that any of her
7 claims were non-meritorious, or any defense asserted by Defendant was meritorious. This
8 Settlement and the fact that Plaintiff and Defendant were willing to settle the Action will have no
9 bearing on, and will not be admissible in connection with, any litigation (other than solely in
10 connection with the Settlement).

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

19 35. Notwithstanding Paragraph 34 of this Settlement, any and all provisions of this
20 Settlement may be admitted in evidence and otherwise used in any and all proceedings to enforce
21 any or all terms of this Settlement, or in defense of any claims released or barred by this Settlement.

22 36. **Non-Disparagement.** Plaintiff agrees not to make any untruthful, malicious,
23 disparaging or defamatory statements, allegations, comments or communications, regardless of
24 form (whether written, oral, electronic, including but not limited to Glassdoor, Yelp, or otherwise),
25 regarding the Releasees. Plaintiff further agrees not to encourage authorize or permit any such
26 statements, allegations, comments or communications to be made by others on their behalf. To the
27 extent Plaintiff has posted any negative comments about the Released Parties on Glassdoor, Yelp,
28 or other websites, Plaintiff agrees to request that these comments be removed and to provide a copy

1 of such request to Defense Counsel within 30 days of the execution of this Agreement. Defendant's
2 Executive Management Team agree not to make any untruthful, malicious, disparaging or
3 defamatory statements, allegations, comments or communications, regardless of form (whether
4 written, oral, electronic, or otherwise), regarding Plaintiff. Defendant's Executive Management
5 Team further agree not to encourage authorize or permit any such statements, allegations, comments
6 or communications to be made by others on their respective behalves.

7 **37. Acknowledgment of Separation of Employment.** Plaintiff is a former employee of
8 Defendant and acknowledges that as of the signing of this Agreement, he has no intent to apply
9 and/or re-apply for employment at Defendant or any related, successor, parent, or subsidiary
10 companies. Should Plaintiff apply for employment or re-employment with Defendant or any
11 related, successor, parent, or subsidiary company at a later date, said company is not obligated to
12 hire or rehire Plaintiff provided a legitimate, non-discriminatory, and non-retaliatory reason exists
13 and it is Defendant's position that such legitimate, non-discriminatory, and non-retaliatory reason
14 exists. Nothing in this provision shall constitute a waiver of Plaintiff's right to argue that a
15 legitimate, non-discriminatory, and non-retaliatory reason does not exist.

16 **38. Neutral Employment Reference:** Defendant agrees that it will adopt a neutral
17 reporting policy regarding any future employment references related to Plaintiff. In the event that
18 any potential or future employers of Plaintiff request a reference regarding Defendant's
19 employment of Plaintiff, Defendant shall only provide Plaintiff's dates of employment, job titles
20 during employment. Defendant shall not refer to the Action or this Settlement.

21 **39. Integrated Agreement.** After this Settlement is signed and delivered by all Parties
22 and their counsel, this Settlement and its exhibits will constitute the entire agreement between the
23 Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties,
24 covenants, or inducements have been made to any Party concerning this Settlement or its exhibits
25 other than the representations, warranties, covenants, and inducements expressly stated in this
26 Settlement and its exhibits.

27 **40. Attorney Authorization.** PAGA Class Counsel and Defense Counsel warrant and
28 represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate

1 action required or permitted to be taken by such Parties pursuant to this Settlement to effectuate its
2 terms, and to execute any other documents required to effectuate the terms of this Settlement. The
3 Parties and their counsel will cooperate with each other and use their best efforts to affect the
4 implementation of the Settlement. In the event the Parties are unable to reach agreement on the
5 form or content of any document needed to implement the Settlement, or on any supplemental
6 provisions that may become necessary to effectuate the terms of this Settlement, the Parties will
7 seek the assistance of mediator Lynn Frank, Esq., and if no resolution is reached the Superior Court,
8 and in all cases all such documents, supplemental provisions and assistance of the court will be
9 consistent with this Settlement.

10 41. **Modification of Agreement.** This Agreement, and any and all parts of it, may be
11 amended, modified, changed, or waived only by an express written instrument signed by all Parties,
12 their successors-in-interest, and/or the Parties' respective counsel, as authorized.

13 42. **Settlement Binding on Successors.** This Settlement Agreement will be binding
14 upon, and inure to the benefit of, the successors of each of the Parties.

15 43. **Applicable Law.** All terms and conditions of this Settlement and its exhibits will be
16 governed by and interpreted according to the laws of the State of California, without giving effect to
17 any conflict of law principles or choice of law principles.

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

21 45. **Fair Settlement.** The Parties and their respective counsel believe and warrant that
22 this Settlement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at
23 this Settlement through arms-length negotiations, taking into account all relevant factors, current
24 and potential.

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

27 47. **Notice.** All notices, demands or other communications given under this Settlement
28 will be in writing and deemed to have been duly given as of the third business day after mailing by

U.S. Mail, addressed as follows:

To PAGA Class Counsel:

Heather Davis, Esq.
Amir Nayebdadash, Esq.
PROTECTION LAW GROUP, LLP
237 California Street
El Segundo, CA 90245-4310

To Defense Counsel:

Matthew C. Sgnilek, Esq.
Andrea Rosenkranz, Esq.
O'HAGAN MEYER
4695 MacArthur Court, Suite 210
Newport Beach, CA 92660

48. **Execution in Counterpart.** This Settlement 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, scanned PDF signatures, and electronic signatures will be presumptive evidence of execution of the original, which shall be produced on reasonable request. Any executed counterpart will be admissible to prove the existence and contents of this Settlement.

DATED: 04/30/2021

HERIBERTO APARICIO

Heriberto Aparicio

DATED: 5/12/2021

ADVANTAGE PAINTING SOLUTIONS, INC.

By:

DocuSigned by:
Anthony Trujillo
CB066CD8134E434...

Its:

President/ Owner

1 DATED: May 3, 2021

PROTECTION LAW GROUP LLP

2
3 By:

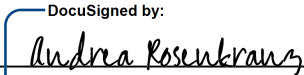

Heather Davis, Esq.
Amir Nayebdadash, Esq.

Attorney for Plaintiff
HERIBERTO APARICIO

4
5
6
7 DATED: 5/5/2021

O'HAGAN MEYER

8
9
10 By:

DocuSigned by:

Matthew C. Sgnick, Esq.
Andrea Rosenkranz, Esq.

Attorneys for Defendant
ADVANTAGE PAINTING SOLUTIONS, INC.

Exhibit A

Heriberto Aparicio v. Advantage Painting Solutions, Inc.
San Bernardino County Superior Court Case No. CIVDS2013809

|||||
<<PSA ID>>

<<First Last>>

<<Address>>

<<City, State, Zip, Country>>

Name/Address Changes (if any):

NOTICE OF REPRESENTATIVE ACTION SETTLEMENT

If you are or were a non-exempt, hourly employee of Advantage Painting Solutions, Inc. at any time between May 11, 2019, and April 30, 2021, you are entitled to receive money from a Settlement brought under the Private Attorneys General Act of 2004 (PAGA).

A court approved this notice. This is not a solicitation from a lawyer. You are not being sued.

1. Why should you read this notice?

A settlement (the “Settlement”) has been reached in a representative action lawsuit entitled *Heriberto Aparicio v. Advantage Painting Solutions, Inc.*, San Bernardino County Superior Court Case No. CIVDS2013809 (the “Action” or “Lawsuit”). The Defendant in the Action is Advantage Painting Solutions, Inc. (referred to as “Defendant”).

The Court has granted approval of a “PAGA Class” defined as follows:

All persons employed in the State of California as hourly, non-exempt employees by Advantage Painting Solutions, Inc. at any time between May 11, 2019, and April 30, 2021.

Defendant’s employment records indicate that you meet this definition, which makes you a member of the PAGA Class (referred to in this Notice as a “PAGA Class Member”). The Court directed that this Notice be sent to all PAGA Class Members to inform you about the case and your rights.

This Notice explains the Lawsuit, the Settlement, your legal rights, what benefits are available and how to get them.

2. What is this Lawsuit about?

On July 13, 2020, Plaintiff Heriberto Aparicio filed a representative action complaint against Defendant alleging several violations of California wage and hour laws. Plaintiff filed the Action as a Private Attorney General on behalf of the State and sought penalties on behalf of himself, the State, and all current and former non-exempt, hourly employees of Defendant within the PAGA Class. Plaintiff alleges that Defendant owed penalties under California’s Private Attorneys General Act of 2004, California Labor Code §§ 2698-2699.5 (“PAGA”). Defendant vigorously denies all the claims and contentions made in the Lawsuit and maintains it has fully complied with the law, but has agreed to settle the Lawsuit to avoid the expense of litigation.

3. Why is there a Settlement?

The Court did not decide in favor of Plaintiff or Defendant. Instead, both sides agreed to a Settlement. This allows the Parties to avoid the risk and uncertainty of trial and any subsequent appeal, and all affected employees will receive compensation. The Settlement is not an admission of liability by Defendant. The PAGA Class Representative and the attorneys believe the Settlement is fair, reasonable and adequate, and in the best interests of all PAGA Class Members.

4. What are the terms of the Settlement?

Defendant will pay One Million Dollars and Zero Cents (\$1,000,000.00) to settle the Action (the “Gross Settlement Amount”). The Gross Settlement Amount includes: (a) all Settlement Payments to PAGA Class Members; (b) the Service Award to the PAGA Class Representative; (c) the PAGA Class Counsel’s attorneys’ fees and costs; (d) a payment to the California Labor and Workforce Development Agency for civil penalties brought under PAGA; and (e) the reasonable fees and costs of the Settlement Administrator.

The Court has approved the following payments from the Gross Settlement Amount:

- PAGA Class Counsel’s fees of Three Hundred and Fifty Thousand Dollars and Zero Cents (\$350,000.00);
- PAGA Class Counsel’s out-of-pocket litigation costs of [REDACTED] Dollars and Zero Cents (\$[REDACTED].00);
- Settlement Administration Costs for the third-party Settlement Administrator of up to Four Thousand, Five Hundred and Ninety-Five Dollars and Zero Cents (\$4,595.00); and
- A service award for Plaintiff of Seven Thousand, Five Hundred Dollars and Zero Cents (\$7,500.00) in recognition of his time and service in pursuing the Action and in fulfilling his obligation.

After these costs are deducted the remaining money (the “Net Settlement Amount”) will be split between the California Labor and Workforce Development Agency (“LWDA”) and the PAGA Class. The law requires that 75% of the Net Settlement Amount, or [REDACTED] Dollars and Zero Cents (\$[REDACTED].00), be paid to the California Labor and Workforce Development Agency (“LWDA”). The remaining 25% of the Net Settlement Amount, or [REDACTED] Dollars and Zero Cents (\$[REDACTED].00) (“PAGA Class Payment”), will be paid out to the PAGA Class Members. No portion of the Gross Settlement Amount will be returned to Defendant.

5. How much am I receiving?

Each PAGA Class Member will receive a *pro rata* share of the PAGA Class Payment based on the number of pay periods the person worked for Defendant as a non-exempt, hourly employee during the PAGA Period, defined as the period of time from May 11, 2019, through April 30, 2021. Any pay period in which a PAGA Class Member worked at least one day shall be counted as a pay period.

To calculate a PAGA Class Member’s PAGA Class Payment Share, the PAGA Class Payment will be divided by the aggregate total number of pay periods of all PAGA Group Members, resulting in the “Pay Period Value.” Each PAGA Class Member’s PAGA Class Payment Share will be calculated by multiplying each individual PAGA Class Member’s total number of pay periods by the Pay Period Value.

Your Compensable Pay Periods are: <<PayPeriods>>

Your PAGA Class Payment Share is: \$<<Est.PAGAPaymentAmt>>

All settlement payments are subject to taxation. Each PAGA Class Payment Share will be allocated as follows: 100% as penalties that will not be subject to deductions and withholdings. Each PAGA Class Member will receive an IRS Form-1099 for his or her PAGA Class Payment Share, unless the PAGA Class Member's PAGA Class Payment Share is \$600 or less.

The Settlement checks will be able to be cashed for 180 days after they are issued. After 180 days, the Settlement checks will no longer be able to be cashed. Any funds represented by Settlement checks remaining uncashed for more than 180 days after issuance shall be transmitted to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Code of Civil Procedure Section 1500, *et seq.* in the names of those PAGA Class Members who did not cash their Settlement checks until such time they claim their property.

6. What claims are being released by the Settlement?

A Judgment has been entered by the Court. Upon funding of the Gross Settlement Amount, all PAGA Class Members have released the Released Parties from the PAGA Released Claims for the PAGA Period, which is defined as the period of time between May 11, 2019, and April 30, 2021.

The PAGA Released Claims are defined as any and all claims for the recovery for civil penalties, attorneys' fees, and costs permissible under PAGA which Plaintiff and/or the PAGA Class Members had, or may claim to have, against Released Parties, arising out of the violations alleged in the Complaint or the PAGA Notice or that reasonably could have been alleged, whether known or unknown, based on the facts and legal theories contained in the Complaint or the PAGA Notice including unpaid straight and overtime wages (including any work off-the-clock and nonproductive time for any piece rate work), failure to provide reporting time pay, failure to pay employees all minimum wages and overtime wages owed including by failing to pay all overtime and double time at the correct regular rate of pay, failure to provide compliant meal and rest breaks, failure to pay them all premium wages owed for short, late or missed meal and rest periods, failure to pay all wages owed at discharge or resignation; failure to timely pay wages within the times permissible under Labor Code section 204; failure to provide complete and accurate wage statements; failure to keep complete and accurate payroll records; failure to reimburse necessary business-related expenses and internet service; violations of Labor Code Sections 201, 202, 203, 204, 226(a), 226.2, 226.3, 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2698, *et seq.*, 2800, and 2802;

Claims of PAGA Class Members, if any, for individual wage claims, vested benefits, wrongful termination, unemployment insurance, disability benefits, social security, workers' compensation, claims while classified as exempt, and claims outside of the PAGA Period are not encompassed within the definition of "PAGA Released Claims." PAGA Class Members cannot opt out of or object to the foregoing PAGA Release.

The Released Parties are defined as Defendant and Defendant's parents, predecessors, successors, subsidiaries, affiliates, partners, owners, assigns, franchisors, and trusts, and all of its employees, officers, agents, attorneys, stockholders, fiduciaries, and other service providers including, but not limited to, O'Hagan Meyer.

If you have questions, you can call the Settlement Administrator at [REDACTED].

PLEASE DO NOT TELEPHONE THE COURT OR DEFENDANT'S MANAGERS OR
SUPERVISORS ABOUT THIS SETTLEMENT
They will not be able to assist you.