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Attorneys for Plaintiffs, ELIZABETH RUIZ and JOSEPH W. DURAN,
as aggrieved employees, and on behalf of all other aggrieved employees

[Other Counsel listed on the next page.]

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

ELIZABETH RUIZ, an individual, and on
behalf of herself and all others similarly
situated,

Plaintiff,

v.

EDELBROCK FOUNDRY, LLC, a
California limited liability company;
EMPLOYBRIDGE, LLC, a California
limited liability company; and DOES 1
through 100, inclusive,

Defendants.

CASE NO.: 20STCV19057

[Assigned for all purpose to the Hon.
David S. Cunningham in Dept. 11]

REPRESENTATIVE ACTION

**JOINT STIPULATION RE: PAGA
SETTLEMENT**

Action Filed: May 18, 2020
Trial Date: None Set

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1 This Joint Stipulation re: PAGA Settlement (“Settlement,” “Agreement” or “Settlement
2 Agreement”) is made by and between plaintiffs Elizabeth Ruiz and Joseph W. Duran
3 (“Plaintiffs”), individually and on behalf of the Aggrieved Employees, on one hand; and
4 defendant Edelbrock Foundry, LLC (“Defendant”), on the other hand, in the lawsuits entitled
5 *Elizabeth Ruiz v. Edelbrock Foundry, LLC, et al.*, filed in the Los Angeles County Superior
6 Court, Case No. 20STCV19057, and *Joseph W. Duran v. Edelbrock Foundry, LLC*, filed in the
7 Riverside County Superior Court, Case No. CVRI2304519. Plaintiffs and Defendant shall be, at
8 times, collectively referred to as the “Parties”. This Agreement is intended by the Parties to fully,
9 finally and forever resolve the claims as set forth herein, based upon and subject to the terms and
10 conditions of this Agreement.

11 1. DEFINITIONS

12 1.1. “**Action**” or “**Actions**” means plaintiff Elizabeth Ruiz’s lawsuit alleging wage and
13 hour violations against Defendant, captioned *Elizabeth Ruiz v. Edelbrock Foundry, LLC, et al.*,
14 Case No. 20STCV19057, initiated on May 18, 2020, and pending in the Superior Court of the
15 State of California, County of Los Angeles (the “Ruiz Action”); and plaintiff Joseph W. Duran’s
16 lawsuit alleging wage and hour violations against Defendant, captioned *Joseph W. Duran v.*
17 *Edelbrock Foundry, LLC*, Case No. CVRI2304519, initiated on August 28, 2023, and pending in
18 the Superior Court of the State of California, County of Riverside (the “Duran Action”), to be
19 consolidated with the Ruiz Action by filing a Second Amended Complaint in the Ruiz Action, as
20 described in paragraph 2.3 below.

21 1.2. “**Administrator**” means ILYM Group, Inc., the neutral entity the Parties have
22 appointed to administer the Settlement.

23 1.3. “**Administration Expenses Payment**” means the amount the Administrator will
24 be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in
25 accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection
26 with approval of this Settlement.

27 1.4. “**Aggrieved Employee**” means all current and former non-exempt, hourly paid
28 employees by Defendant, either directly or through any subsidiary, staffing agency, or

professional employer organization, who were employed by Defendant in California during the
PAGA Period.

1.5. **“Aggrieved Employee Data”** means Aggrieved Employee identifying
information in Defendant’s possession including the Aggrieved Employee’s name, last-known
mailing address, and number of PAGA Pay Periods.

1.6. **“Aggrieved Employee Address Search”** means the Administrator’s
investigation and search for current Aggrieved Employee mailing addresses using all reasonably
available sources, methods and means including, but not limited to, the National Change of
Address database, skip traces, and direct contact by the Administrator with Aggrieved
Employees.

1.7. **“Court”** means the Superior Court of California, County of Los Angeles.

1.8. **“Defense Counsel”** means Cynthia Elkins of Elkins Employment Law and Greg
S. Labate and Bianca A. Valencia of Sheppard Mullin Richter & Hampton LLP.

1.9. **“Effective Date”** means the date by when both of the following have occurred:
(a) the Court enters a Judgment on its Order Approving the PAGA Settlement (b) the Judgment
is final; and (c) no timely appeal has been filed within 60 days of when the Court enters a
Judgment on its Order Approving the PAGA Settlement. In the event that a timely appeal is filed
within 60 days of the Court entering a Judgement on its Order Approving the PAGA Settlement,
the Effective Date shall occur when the appeal is adjudicated and no longer subject to further
judicial review. At no time will Defendant have any obligation to fund the settlement, in whole
or in part, until after this Effective Date.

1.10. **“Gross Settlement Amount”** means One Million Two Hundred Forty Thousand
Dollars and Zero Cents (\$1,240,000.00) which is the total amount Defendant agrees to pay under
the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be
used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees
Payment, PAGA Counsel Litigation Expenses Payment, Administrator’s Expenses Payment and
PAGA Representatives Service Payments.

1.11. **“Individual PAGA Payment”** means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.

1.12. **“Judgment”** means the judgment entered by the Court based upon the Final Approval.

1.13. **“LWDA”** means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.14. **“LWDA PAGA Payment”** means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.15. **“Net Settlement Amount”** means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: the LWDA PAGA Payment, PAGA Representatives Service Payments, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.

1.16. **“PAGA Counsel”** means David D. Bibiyan, Jeffrey D. Klein, and Vedang J. Patel of Bibiyan Law Group, P.C, and Paul K. Haines, and Sean M. Blakely of Haines Law Group, APC, the attorneys representing the Plaintiffs in the Action.

1.17. **“PAGA Counsel Fees Payment”** and **“PAGA Counsel Litigation Expenses Payment”** mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action, as described in paragraph 3.2.1 below.

1.18. **“PAGA Pay Period”** means any Pay Period during which an Aggrieved Employee was employed by Defendant for at least one day during the PAGA Period, based on hire dates, re-hire dates (as applicable), and termination dates (as applicable).

1.19. **“PAGA Period”** means the period from May 15, 2019 through the date of approval of the PAGA Settlement.

1.20. **“PAGA”** means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1 1.21. **"PAGA Notice"** or **"PAGA Notices"** means the May 15, 2020 and August 28,
2 2023 letters of plaintiffs Elizabeth Ruiz and Joseph W, Duran, respectively, to Defendant and the
3 LWDA, providing notice pursuant to the Labor Code section 2699.3, subd. (a).

4 1.22. **"PAGA Penalties"** means the total amount of PAGA civil penalties to be paid
5 from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$191,279.17)
6 and the 75% to LWDA (\$573,837.50) in settlement of PAGA claims.

7 1.23. **"PAGA Representatives Service Payments"** means the payments to Plaintiffs
8 for providing services in support of the Action and providing a broader release.

9 1.24. **"Plaintiffs"** means Elizabeth Ruiz and Joseph W. Duran, the named plaintiffs in
10 the Action.

11 1.25. **"Approval Order"** means the proposed Court Order Granting Approval of PAGA
12 Settlement.

13 1.26. **"Released PAGA Claims"** means the claims being released by the Plaintiffs and
14 PAGA Counsel and as described in Paragraph 5 below.

15 1.27. **"Released Parties"** means: Defendant and its former, present and future owners,
16 parents, subsidiaries, affiliated companies, and all their current, former and future officers,
17 directors, managers, executive-level employees, consultants, partners, shareholders, joint
18 venturers, agents, successors, assigns, accountants, insurers, or legal representatives;
19 EmployBridge, LLC; and Real Time Staffing Services, LLC.

20 1.28. **"Settlement"** means the disposition of the Action effected by this Agreement and
21 the Judgment.

22 **2. RECITALS**

23 2.1. On May 18, 2020, plaintiff Elizabeth Ruiz commenced this Action by filing a
24 wage and hour Class Action Complaint against Defendant. On October 2, 2020, plaintiff
25 Elizabeth Ruiz filed a First Amended Complaint in her wage and hour class action, adding causes
26 of action against Defendant seeking civil penalties under PAGA for the Labor Code violations
27 alleged in the Ruiz PAGA Notice (the "Ruiz Action").
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1 2.2. On August 28, 2023, plaintiff Joseph W. Duran filed a wage and hour Class Action
2 Complaint against Defendant. On October 2, 2020, plaintiff Joseph W, Duran filed a First
3 Amended Complaint in his wage and hour class action, adding causes of action against Defendant
4 seeking civil penalties under PAGA for the Labor Code violations alleged in the Duran PAGA
5 Notice (the “Duran Action”).

6 2.3. On October 10, 2023, defendant EmployBridge, LLC, was dismissed from the
7 Ruiz Action without prejudice.

8 2.4. As part of the Settlement, the Parties agree to stipulate to plaintiff Elizabeth Ruiz’s
9 filing of a Second Amended Complaint in the Ruiz Action, adding the PAGA claims brought in
10 the Duran Action and plaintiff Joseph W. Duran as a named plaintiff, and plaintiff Joseph W.
11 Duran’s filing of a request for dismissal of the Duran Action, thereby effectively consolidating
12 the Duran Action with the Ruiz Action (the “Action”). The Second Amended Complaint in the
13 Ruiz Action will be the operative complaint in the Action (the “Operative Complaint”).
14 Defendant denies the allegations in the Operative Complaint, denies any failure to comply with
15 the laws identified in the Operative Complaint and denies any and all liability for the causes of
16 action alleged.

17 2.5. Pursuant to Labor Code section 2699.3, subd. (a), Plaintiffs gave timely written
18 notices to Defendant and the LWDA by sending the PAGA Notices.

19 2.6. On February 8, 2024, the parties participated in an all-day mediation presided over
20 by Jeff Krivis, Esquire, which led to this Agreement to settle the Action.

21 2.7. Prior to mediation, Plaintiffs obtained, through informal discovery: (1) time and
22 payroll records for approximately 20% of the estimated 1,030 Aggrieved Employees’ during the
23 PAGA Period; (2) Defendant’s applicable wage and hour policy documents; (3) all documents
24 concerning Plaintiffs’ available to Defendant; and (4) data points, including the number of
25 Aggrieved Employees, the number of pay periods, and the number of Aggrieved Employees who
26 were separated from employment with Defendant during the PAGA Period.

27 2.8. The Parties, PAGA Counsel and Defense Counsel represent that they are not
28 aware of any other pending matter or action asserting claims that will be extinguished or affected

1 by the Settlement.

2 **3. MONETARY TERMS**

3 3.1. **Gross Settlement Amount.** Except as otherwise provided by Paragraph 8 below,
4 Defendant promises to pay \$1,240,000.00 and no more as the Gross Settlement Amount.
5 Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in
6 Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement
7 Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of
8 payment. None of the Gross Settlement Amount will revert to Defendant.

9 3.2. **Payments from the Gross Settlement Amount.** The Administrator will make
10 and deduct the following payments from the Gross Settlement Amount, in the amounts specified
11 by the Court in the Final Approval:

12 3.2.1. **To Plaintiffs:** PAGA Representative Service Payment of not more than
13 \$7,500 to each plaintiff, for a total of \$15,000 to Plaintiffs (in addition to
14 any Individual PAGA Payments they are entitled to receive as Aggrieved
15 Employees). Defendant will not oppose Plaintiffs' request for PAGA
16 Representatives Service Payments that do not exceed this amount. If the
17 Court approves a PAGA Representative Service Payment less than the
18 amount requested, the Administrator will allocate the remainder to the Net
19 Settlement Amount. The Administrator will pay the PAGA Representative
20 Service Payment using IRS Form 1099. Plaintiffs assume full
21 responsibility and liability for any taxes owed on the PAGA
22 Representative Service Payments.

23 3.2.2. **To PAGA Counsel:** A PAGA Counsel Fees Payment of not more than one
24 third (1/3) of the Gross Settlement Amount, subject to escalation pursuant
25 to section 8.1 of this Agreement and approval by the Court, which is
26 currently estimated to be \$413,333.33 and PAGA Counsel Litigation
27 Expenses Payment of not more than \$40,000.00. Defendant will not
28 oppose requests for Court approval of these payments provided that they

1 do not exceed these amounts. Plaintiffs and/or PAGA Counsel will file an
2 application or motion for PAGA Counsel Fees Payment and PAGA
3 Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees
4 Payment and/or a PAGA Counsel Litigation Expenses Payment less than
5 the amounts requested, the Administrator will allocate the remainder to the
6 Net Settlement Amount. Released Parties shall have no liability to PAGA
7 Counsel or any other Plaintiffs' Counsel arising from any claim to any
8 portion any PAGA Counsel Fees Payment and/or PAGA Counsel
9 Litigation Expenses Payment. The Administrator will pay the PAGA
10 Counsel Fees Payment and PAGA Counsel Expenses Payment using one
11 or more IRS 1099 Forms. PAGA Counsel assume full responsibility and
12 liability for taxes owed on the PAGA Counsel Fees Payment and the
13 PAGA Counsel Litigation Expenses Payment and hold Defendant
14 harmless, and indemnify Defendant, from any dispute or controversy
15 regarding any division or sharing of any of these Payments. There will be
16 no additional charge of any kind to Aggrieved Employees or request for
17 additional consideration from Defendant for such work unless, Defendant
18 materially breaches this Agreement, including any term regarding funding,
19 and further efforts are necessary from PAGA Counsel to remedy said
20 breach, including, without limitation, moving the Court to enforce the
21 Agreement.

22 3.2.3. **To the Administrator:** An Administrator Expenses Payment not to
23 exceed \$6,550.00 except for a showing of good cause and as approved by
24 the Court. To the extent the Administration Expenses are less or the Court
25 approves payment less than \$6,550.00, the Administrator will retain the
26 remainder in the Net Settlement Amount.

27 3.2.4. **To the LWDA and Aggrieved Employees:** PAGA Penalties in the
28 amount of no less than \$765,116.67 to be paid from the Gross Settlement

Amount, with 75% (\$573,837.50) allocated to the LWDA PAGA Payment and 25% (no less than \$191,279.17) allocated to the Individual PAGA Payments.

3.2.4.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (no less than \$191,279.17) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.4.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING PAYMENTS

4.1. **Aggrieved Employee Pay Periods.** Based on a review of its records as of mediation, Defendant estimates there are approximately 1,030 Aggrieved Employees who worked a total of 55,670 of PAGA Pay Periods.

4.2. **Aggrieved Employee Data.** Within 14 days of the Effective Date, Defendant will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if they discover that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon

1 as reasonably feasible. Without any extension of the deadline by which Defendant must send the
2 Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously
3 use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or
4 omitted Aggrieved Employee Data.

5 **4.3. Funding of Gross Settlement Amount.** Defendant shall fully fund the Gross
6 Settlement Amount by transmitting the funds to the Administrator no later than thirty (30)
7 calendar days after the Effective Date.

8 **4.4. Payments from the Gross Settlement Amount.** Within 14 days after Defendant
9 funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA
10 Payments, the LWDA PAGA Payment, PAGA Representatives Services Payments,
11 Administration Expenses Payment, PAGA Counsel Fees Payment and PAGA Counsel Litigation
12 Expenses Payment. Disbursement of the PAGA Counsel Fees Payment and the PAGA Counsel
13 Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

14 **4.4.1.** The Administrator will issue checks for the Individual PAGA Payments
15 and send them to the Aggrieved Employees via First Class U.S. Mail,
16 postage prepaid. The face of each check shall prominently state the date
17 (not less than 180 days after the date of mailing) when the check will be
18 voided. The Administrator will cancel all checks not cashed by the void
19 date. Before mailing any checks, the Settlement Administrator must update
20 the recipients' mailing addresses using the National Change of Address
21 Database.

22 **4.4.2.** The Administrator must conduct an Aggrieved Employee Address Search
23 for all Aggrieved Employees whose checks are returned undelivered
24 without USPS forwarding address. Within 7 days of receiving a returned
25 check the Administrator must re-mail checks to the USPS forwarding
26 address provided or to an address ascertained through the Aggrieved
27 Employee Address Search. The Administrator need not take further steps
28 to deliver checks to Aggrieved Employees whose re-mailed checks are

1 returned as undelivered. The Administrator shall promptly send a
2 replacement check to any Aggrieved Employee whose original check was
3 lost or misplaced, requested by the Aggrieved Employee prior to the void
4 date.

5 4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is
6 uncashed and cancelled after the void date, the Administrator shall
7 transmit the funds represented by such checks to the California Controller's
8 Unclaimed Property Fund in the name of the Aggrieved Employee.

9 4.4.4. The payment of Individual PAGA Payments shall not obligate Defendant
10 to confer any additional benefits or make any additional payments to the
11 Aggrieved Employees (such as 401(k) contributions or bonuses) beyond
12 those specified in this Agreement.

13 **5. RELEASES OF CLAIMS**

14 Effective on the date when Defendant fully funds the entire Gross Settlement Amount,
15 Plaintiffs and PAGA Counsel will release claims against all Released Parties as follows:

16 5.1. **Plaintiffs' Release.** Plaintiffs and their respective former and present spouses,
17 representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors,
18 and assigns generally, release and discharge Released Parties from all claims, transactions, or
19 occurrences that occurred during the PAGA Period , including, but not limited to: (a) all claims
20 that were, or reasonably could have been, alleged, based on the facts contained in the Operative
21 Complaint and the PAGA Notice ("Plaintiffs' Release"). Plaintiffs' Release does not extend to
22 any claims or actions to enforce this Agreement, or to any claims for vested benefits,
23 unemployment benefits, disability benefits, social security benefits, workers' compensation
24 benefits, wrongful termination, violation of the Fair Employment and Housing Act,
25 discrimination, harassment, or retaliation related claims that arose at any time, or claims based
26 on occurrences outside the PAGA Period. Plaintiff acknowledges that Plaintiff may discover
27 facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes
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1 to be true but agrees, nonetheless, that Plaintiffs' Release shall be and remain effective in all
2 respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

3 **5.1.1. Plaintiffs' Waiver of Rights Under California Civil Code Section 1542.**

4 For purposes of Plaintiffs' Release, Plaintiffs expressly waive and
5 relinquishes the provisions, rights, and benefits, if any, of section 1542 of
6 the California Civil Code, which reads:

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

11 5.1.1.1. However, the foregoing release, including waiver of 1542,
12 expressly excludes Plaintiffs' claims for wrongful termination,
13 violation of the Fair Employment and Housing Act,
14 discrimination, harassment, and retaliation related claims.

15 **5.2. Release by Aggrieved Employees:** All Aggrieved Employees are deemed to
16 release, on behalf of themselves and their respective former and present representatives, agents,
17 attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims,
18 rights, demands, liabilities and causes of action that arose during the PAGA Period for civil
19 penalties under PAGA that were alleged, or reasonably could have been alleged, based on the
20 PAGA Period facts stated in the Operative Complaint and the PAGA Notices, whether or not
21 specifically delineated as a claim or cause of action, including, claims for PAGA penalties
22 relating to Defendant's alleged failure to pay overtime compensation, failure to provide minimum
23 wages or pay for all hours worked, failure to provide meal and/or rest periods, failure to pay meal
24 or rest period penalties, failure to reimburse all business-related expenses, failure to provide and
25 maintain accurate, itemized wage statements, and claims arising under or relating to the alleged
26 violations of California Labor Code Sections 200, 201, 201.1, 201.3, 201.5, 202, 203, 204, 205.5,
27 206, 210, 216, 218, 218.5, 218.6, 222, 222.5, 223, 224, 225, 225.5, 226, 226.3, 226.7, 226.8,
28 227.3, 246, 256, 432, 450 510, 511 512, 516, 550, 552, 558, 1174, 1174.5, 1182.12, 1194, 1194.2,

1 1197, 1197.1, 1198, 1198.1, 1198.5, 2698 *et seq.* 2699 *et seq.*, 2800, 2802, and 2810.5, and
2 applicable California Industrial Welfare Commission (“IWC”) Wage Orders, including but not
3 limited to IWC Wage Order No. 4 (Cal. Code Regs., tit. 8, § 11040 (“PAGA Released Claims”),
4 against the Released Parties. Upon approval of the Settlement, Plaintiffs and the Aggrieved
5 Employees will be forever barred from pursuing against the Released Parties any and all claims
6 for civil penalties under PAGA based upon alleged violations of the California Labor Code,
7 Wage Orders, regulations, and/or other provisions of the law alleged or that could have been
8 alleged to have been violated in, or reasonably related to, the Action.

9 5.3. **Release by PAGA Counsel:** PAGA Counsel release, on behalf of their present
10 and former attorneys, employees, agents, successors and assigns, the Released Parties from all
11 claims for PAGA Fees incurred in connection with the Operative Complaint and the PAGA
12 Period facts stated in the Operative Complaint and the PAGA Notice, except as described herein.

13 **6. MOTION OR APPLICATION FOR APPROVAL OF**
14 **SETTLEMENT**

15 The Parties agree to Plaintiffs’ filing of a motion for approval of this Settlement.

16 6.1. **Plaintiffs’ Responsibilities.** Plaintiffs will prepare and deliver to Defense
17 Counsel all documents necessary for obtaining approval of this Settlement under Labor Code
18 Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA
19 Settlement; (ii) a signed declaration from the Administrator attaching its “not to exceed” bid for
20 administering the Settlement and attesting to its willingness to serve; competency; operative
21 procedures for protecting the security of Aggrieved Employee Data; amounts of insurance
22 coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any
23 actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature
24 and extent of any financial relationship with Plaintiffs, PAGA Counsel or Defense Counsel; (iii)
25 a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA
26 of all necessary PAGA documents (initial notices of violations (Labor Code section 2699.3, subd.
27 (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code
28 section 2699, subd. (l)(2))); and (iv) all facts relevant to any actual or potential conflict of interest

1 with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiffs and PAGA
2 Counsel shall aver that they are not aware of any other pending matter or action asserting claims
3 that will be extinguished or adversely affected by the Settlement.

4 **6.2. Responsibilities of PAGA Counsel.** PAGA Counsel is responsible for
5 expeditiously finalizing and filing the motion for approval of this Settlement after the full
6 execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion
7 and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for
8 delivering the Court's Preliminary Approval to the Administrator.

9 **6.3. Duty to Cooperate.** If the Parties disagree on any aspect of the proposed
10 application or motion for approval of this Settlement and/or the supporting declarations and
11 documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of
12 the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement.
13 If the Court does not grant the motion for approval of this Settlement or conditions its approval
14 on any material change to this Agreement, PAGA Counsel and Defense Counsel will
15 expeditiously work together on behalf of the Parties by meeting in person or by telephone, and
16 in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

17 **7. SETTLEMENT ADMINISTRATION**

18 **7.1. Selection of Administrator.** The Parties have appointed ILYM Group, Inc.
19 ("ILYM") to serve as the Administrator and verified that, as a condition of appointment, ILYM
20 agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this
21 Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel
22 represent that they have no interest or relationship, financial or otherwise, with the Administrator
23 other than a professional relationship arising out of prior experiences administering settlements.

24 **7.2. Employer Identification Number.** The Administrator shall have and use its own
25 Employer Identification Number for purpose of calculating payroll tax withholdings and
26 providing reports state and federal tax authorities.

1 7.3. **Qualified Settlement Fund.** The Administrator shall establish a settlement fund
2 that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury
3 Regulation section 468B-1.

4 7.4. **Administrator Duties.** The Administrator has a duty to perform or observe all
5 tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

6 **8. AGGRIEVED EMPLOYEE SIZE ESTIMATES and ESCALATOR**
7 **CLAUSE**

8 Based on its records, Defendant estimates that, as of mediation, there are approximately
9 1,030 Aggrieved Employees who worked 55,670 Pay Periods during the PAGA Period.

10 8.1. **Escalator Clause.** Defendant represents that there are no more than 55,670 Pay
11 Periods worked by Aggrieved Employees during the PAGA Period. In the event the number of
12 Pay Periods worked during the PAGA Period increases by more than 10% or 5,567 Pay Periods
13 (i.e., if there are more than 61,237 Pay Periods worked during the PAGA Period), Defendant may
14 elect either to: (1) have the Gross Settlement Amount be increased by the number of Pay Periods
15 greater than 61,237 multiplied by the Pay Period Value; or (2) have the PAGA Period end on the
16 date on which the number of Pay Periods reaches 61,237. The Pay Period Value shall be
17 calculated by dividing the originally agreed-upon Gross Settlement Amount (\$1,240,000.00) by
18 55,670. The Parties agree that the Pay Period Value and the Settlement amounts to \$22.27
19 (\$1,240,000.00 Gross Settlement Amount / 55,670 Pay Periods). Thus, for example, should there
20 be 62,000 Pay Periods worked by Aggrieved Employees in the PAGA Period and Defendant
21 elects to proceed with the first of these two choices, then the Gross Settlement Amount shall be
22 increased by \$16,992.01 ((62,000 Pay Periods – 61,237 Pay Periods) x \$22.27/Pay Period).

23 **9. CONTINUING JURISDICTION OF THE COURT**

24 The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the
25 Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or
26 Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-
27 Judgment matters as are permitted by law.

1 **9.1. Waiver of Right to Appeal.** Provided the Judgment is consistent with the terms
2 and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and
3 PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel waive all
4 rights to appeal from the Judgment, including all rights to post-judgment and appellate
5 proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary
6 writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such
7 motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to
8 perform under this Agreement will be suspended until such time as the appeal is finally resolved
9 and the Judgment becomes final, except as to matters that do not affect the amount of the Net
10 Settlement Amount.

11 **10. ADDITIONAL PROVISIONS**

12 **10.1. No Admission of Liability or Representative Manageability for Other**
13 **Purposes.** This Agreement represents a compromise and settlement of highly disputed claims.
14 Nothing in this Agreement is intended or should be construed as an admission by Defendant that
15 any of the allegations in the Operative Complaint have merit or that Defendant has any liability
16 for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that
17 Defendant's defenses in the Action have merit. The Parties agree that representative treatment is
18 for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement,
19 Defendant reserves all available defenses to the claims in the Action, and Plaintiffs reserve the
20 right to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to
21 settle the Action will have no bearing on, and will not be admissible in connection with, any
22 litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

23 **10.2. Integrated Agreement.** Upon execution by all Parties and their counsel, this
24 Agreement together with its attached exhibits shall constitute the entire agreement between the
25 Parties relating to the Settlement, superseding any and all oral representations, warranties,
26 covenants, or inducements made to or by any Party.

27 **10.3. Attorney Authorization.** PAGA Counsel and Defense Counsel separately
28 warrant and represent that they are authorized by Plaintiffs and Defendant, respectively, to take

1 all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement
2 to effectuate its terms, and to execute any other documents reasonably required to effectuate the
3 terms of this Agreement including any amendments to this Agreement.

4 **10.4. Cooperation.** The Parties and their counsel will cooperate with each other and
5 use their best efforts, in good faith, to implement the Settlement by, among other things,
6 modifying the Settlement Agreement, submitting supplemental evidence and supplementing
7 points and authorities as requested by the Court. In the event the Parties are unable to agree upon
8 the form or content of any document necessary to implement the Settlement, or on any
9 modification of the Agreement that may become necessary to implement the Settlement, the
10 Parties will seek the assistance of a mediator and/or the Court for resolution.

11 **10.5. No Prior Assignments.** The Parties separately represent and warrant that they
12 have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer,
13 or encumber to any person or entity and portion of any liability, claim, demand, action, cause of
14 action, or right released and discharged by the Party in this Settlement.

15 **10.6. No Tax Advice.** Neither Plaintiffs, PAGA Counsel, Defendant nor Defense
16 Counsel are providing any advice regarding taxes or taxability, nor shall anything in this
17 Settlement be relied upon as such within the meaning of United States Treasury Department
18 Circular 230 (31 CFR Part 10, as amended) or otherwise.

19 **10.7. Modification of Agreement.** This Agreement, and all parts of it, may be
20 amended, modified, changed, or waived only by an express written instrument signed by all
21 Parties or their representatives, and approved by the Court.

22 **10.8. Agreement Binding on Successors.** This Agreement will be binding upon, and
23 inure to the benefit of, the successors of each of the Parties.

24 **10.9. Applicable Law.** All terms and conditions of this Agreement and its exhibits will
25 be governed by and interpreted according to the internal laws of the state of California, without
26 regard to conflict of law principles.

1 **10.10. Cooperation in Drafting.** The Parties have cooperated in the drafting and
2 preparation of this Agreement. This Agreement will not be construed against any Party on the
3 basis that the Party was the drafter or participated in the drafting.

4 **10.11. Confidentiality.** To the extent permitted by law, all agreements made, and orders
5 entered during Action and in this Agreement relating to the confidentiality of information shall
6 survive the execution of this Agreement.

7 **10.12. Use of Aggrieved Employee Data.** Information provided to PAGA Counsel
8 pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to
9 PAGA Counsel by Defendant in connection with the mediation, other settlement negotiations, or
10 in connection with the Settlement, may be used only with respect to this Settlement, and no other
11 purpose, and may not be used in any way that violates any existing contractual agreement, statute,
12 or rule of court.

13 **10.13. Headings.** The descriptive heading of any section or paragraph of this Agreement
14 is inserted for convenience of reference only and does not constitute a part of this Agreement.

15 **10.14. Calendar Days.** Unless otherwise noted, all reference to “days” in this Agreement
16 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
17 weekend or federal legal holiday, such date or deadline shall be on the first business day
18 thereafter.

19 **10.15. No Credit Toward Benefits Plans.** Payments to Aggrieved Employees as
20 referenced herein will not be utilized to calculate any additional benefits under any benefit plans
21 to which any Aggrieved Employee may be eligible, including, but not limited to profit-sharing
22 plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO
23 plans, and any other benefit plan. Rather, it is the Parties’ intention that this Settlement
24 Agreement will not affect any rights, contributions, or amounts to which any Aggrieved
25 Employee may be entitled under any benefit plans.

26 **10.16 Nullification of Settlement Agreement.** In the event that: (i) the Court does not
27 approve the Settlement as provided herein; or (ii) the Settlement does not become final for any
28

1 other reason, then this Settlement Agreement, and any documents generated to bring it into effect,
2 will be null and void, and the Parties will be returned to their original respective positions.

3 **10.17 Acknowledgement that the Settlement is Fair and Reasonable.** The Parties
4 believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action
5 and have arrived at this Settlement after arm's-length negotiations by experienced counsel before
6 Jeffrey Krivis, an experienced and well-respected mediator. The Parties further acknowledge that
7 they are each represented by competent counsel and that they have had an opportunity to consult
8 with their counsel regarding the fairness and reasonableness of this Settlement.

9 **10.18 Waiver.** No waiver of any condition or covenant contained in this Settlement
10 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered
11 to imply or constitute a further waiver by such party of the same or any other condition, covenant,
12 right or remedy.

13 **10.19 Enforcement Action.** In the event that one or more of the Parties institutes any
14 legal action or other proceeding against any other Party or Parties to enforce the provisions of
15 this Settlement or to declare rights and/or obligations under this Settlement, the successful Party
16 or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys'
17 fees and costs, including expert witness fees incurred in connection with any enforcement
18 actions.

19 **10.20 Binding Agreement.** The Parties warrant that they understand and have full
20 authority to enter into this Settlement, and further intend that this Settlement Agreement will be
21 fully enforceable and binding on all Parties, and agree that it will be admissible and subject to
22 disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality
23 provisions that otherwise might apply under federal or state law.

24 **10.21. Notice.** All notices, demands or other communications between the Parties in
25 connection with this Agreement will be in writing and deemed to have been duly given as of the
26 third business day after mailing by United States mail, or the day sent by email or messenger,
27 addressed as follows:
28

To Plaintiff:

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david@tomorrowlaw.com

Jeffrey D. Klein (SBN 297296)

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Vedang J. Patel (SBN 328647)

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To Defendant:

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650 Town Center Dr., 10th Floor

Costa Mesa, California 92626

Tel: (714) 513-5100; Facsimile: (714) 13-5130

10.22. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between

1 themselves signed counterparts. Any executed counterpart will be admissible in evidence to
2 prove the existence and contents of this Agreement.

3 10.23. **Stay of Litigation.** The Parties agree that upon the execution of this Agreement
4 the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further
5 agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the
6 date to bring a case to trial under CCP section 583.310 for the entire period of this settlement
7 process.

8 10.24. **Severability.** In the event that one or more of the provisions contained in this
9 Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such
10 invalidity, illegality, or unenforceability shall in no way effect any other provision if Defendant's
11 Counsel and PAGA Counsel, on behalf of the Parties and the Aggrieved Employees, mutually
12 elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been
13 included in this Agreement.

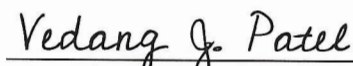
14
15 **IT IS SO AGREED:**

16
17 
18 Elizabeth Ruiz (May 2, 2024 17:10 PDT)

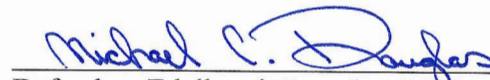
19 Plaintiff Elizabeth Ruiz

20
21 
22 Joseph Duran (May 16, 2024 15:45 PDT)

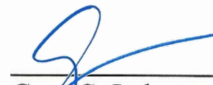
23 Plaintiff Joseph W. Duran

24 
25 David D. Bibiyan

26 Vedang J. Patel
27 Brandon Chang
28 Counsel for Plaintiffs Elizabeth Ruiz and
Joseph W. Duran


Defendant Edelbrock Foundry, LLC
By: Michael C. Douglas
Its: President & CEO

/s/ Cynthia Elkins
Cynthia Elkins
Counsel for Defendant Edelbrock Foundry,
LLC


Greg S. Labate
Bianca A. Valencia
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Joseph W. Duran