

**EXHIBIT 1:**  
**PRIVATE ATTORNEYS GENERAL ACT (“PAGA”) SETTLEMENT AGREEMENT**  
**AND RELEASE**

It is hereby stipulated and agreed by and among the undersigned Parties, subject to the approval of the Court, that the Action and PAGA Released Claims (as defined herein) shall be settled and resolved subject to the following terms and conditions set forth in this Private Attorneys General Act (Cal. Lab. Code § 2698, et seq.) Settlement Agreement (“PAGA PAGA Settlement Agreement”), entered into by and between Vicky Hoang (“Plaintiff”), for herself and on behalf of the State of California and other Aggrieved Employees pursuant to the California Private Attorneys General Act, and Scott Warmuth, APC and Scott Warmuth (“Defendants”).

This PAGA Settlement Agreement shall be effective upon the date the Court enters an order approving it (the “Effective Date”).

**I. DEFINITIONS**

Unless otherwise defined herein, the following terms, when used in this PAGA Settlement Agreement, shall have the following meanings:

1. “Action” means the matter entitled Vicky Hoang v. Scott Warmuth, A Professional Corporation, and Scott Warmuth, Los Angeles County Superior Court Case No. 20STCV34680.
2. “Aggrieved Employees” means all current and former hourly-paid or non-exempt employees who worked for Defendants in the State of California during the PAGA Period, i.e., from June 25, 2019 through April 7, 2021. Defendants represent and warrant that there are no more than 79 Aggrieved Employees who worked no more than 3,871 pay periods during the PAGA Period. Defendants further represent and warrant that the identity of the aggrieved employees have been made by a review of Defendants’ payroll records during the PAGA period.

3. “Defendants” mean Scott Warmuth, A Professional Corporation, and Scott Warmuth, an individual.

4. “Complaint” means the claims and allegations set forth in Plaintiff’s correspondence to the California Labor and Workforce Development Agency dated June 25, 2020 (“LWDA Letter”) and the Complaint in the Action filed on September 11, 2020.

5. “Court” or “Los Angeles Superior Court” means the Superior Court of California for the County of Los Angeles.

6. “Defense Counsel” or “Counsel for Defendants” are: Julie W. O’Dell, Esq. and Jessica M. Ewert, Esq. of Lewis Brisbois Bisgaard & Smith LLP, 650 Town Center Drive, Suite 1400, Costa Mesa, CA 92626.

7. “Employee PAGA Portion” is the amount to be distributed to the Aggrieved Employees, which shall consist of 25% of the PAGA Penalties Amount, as provided in Section III(3) herein.

8. “Employee Payments” refers to the PAGA Penalty Payments that will be distributed to Aggrieved Employees, as provided in Section III(3) herein.

9. “Gross Settlement Amount” is the sum of Forty Five Thousand Dollars and Zero Cents (\$45,000.00), which represents the total amount payable under this PAGA Settlement Agreement by Defendants, and includes the Employee PAGA Portion payable to Aggrieved Employees, LWDA Payment payable to the LWDA, Court-awarded Attorneys’ Fees (not to exceed \$15,000.00) to Plaintiff’s Counsel, Court-awarded Litigation Costs (not to exceed \$600.00) to Plaintiff’s Counsel, Court-awarded Service Award and damages for Plaintiff’s individual wage and hour claims (not to exceed \$2,500.00).

10. “LWDA” means the California Labor and Workforce Development Agency.

11. “Plaintiff’s Counsel” means Kelly Y. Chen, Esq. of Law Office of Kelly Y. Chen, 13200 Crossroads Parkway North, Suite 475, City of Industry, California 91746.

12. “Net Settlement Amount” is the amount remaining to distribute to the LWDA and Aggrieved Employees after the following amounts are subtracted from the Gross Settlement Amount: i. Attorneys’ Fees to Plaintiff’s Counsel; ii. Litigation Costs to Plaintiff’s Counsel; iii. and Service Award to Plaintiff.

13. “PAGA” means the California Labor Code Private Attorneys General Act, California Labor Code § 2698, et seq.

14. “LWDA Payment” means the amount to be paid to the LWDA, which is seventy-five percent (75%) of the Net Settlement Amount as set forth in Section III(3) herein.

15. “PAGA Period” means the time period from June 25, 2019 through April 7, 2021.

16. “PAGA Released Claims” means any and all claims, debts, liabilities, demands, obligations, guarantees, damages, wages, benefits, penalties, interest, attorneys’ fees, costs, expenses, actions or causes of action, in law or equity, whether known or unknown, which have been or could have been asserted by each of the Plaintiff and/or any of the Aggrieved Employees and/or that could have been assessed upon and collected from the Released Parties under PAGA, based on the factual allegations in the Complaint, including, but not limited to, purported violations of California Labor Code sections 201, 202, 203, 204, 226, 226.2, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.1, 1199, and 2699, arising during the PAGA Period, from: failure to pay all wages, including minimum and overtime wages for all hours worked in violation of California Labor Code sections 510 and 1194; failure to provide accurate, itemized wage statements in violation of California Labor Code section 226; failure to provide compliant meal periods in violation of California Labor

Code sections 226.7 and 512; and failure to provide compliant rest periods in violation of California Labor Code section 226.7.

17. “Released Parties” means Scott Warmuth, A Professional Corporation, and its past, present, and future officers, directors, employees, board members, shareholders, attorneys, insurers, reinsurers, customers, partners, investors, members, representatives, predecessors, parent companies, subsidiaries, affiliates, divisions, successors, agents and principals, and its and their members, heirs, estates, executors, administrators, servants, insurers, attorneys, and assigns.

18. “Service Award” means the amount to be paid to Plaintiff in recognition of her efforts and work and risk in prosecuting the Action and it shall also include Plaintiff’s damages for her alleged individual wage and hour claims including any individual penalties claims. Defendants agree not to oppose a Service Award to the extent the request does not exceed \$2,500.00, subject to Court approval.

19. “Settlement Administrator” means Phoenix Settlement Administrators, a third-party administrator who shall administer the settlement, subject to approval by the Court, in accordance with this PAGA Settlement Agreement, and whose costs and expenses to administer the settlement shall not exceed \$1,800.00 (“Settlement Administration Costs”), which shall be paid separately by Defendant and is not part of the Gross Settlement Amount.

## **II. RECITALS**

1. On June 25, 2020, Plaintiff provided written notice to the LWDA and Defendants asserting claims for civil penalties pursuant to PAGA stemming from alleged violations of California Labor Code.

2. Plaintiff filed her Representative Action against Defendants on September 11, 2020. Plaintiff’s Complaint alleged the following PAGA causes of action on behalf of herself

and a PAGA representative group of all current and former non-exempt California employees of Defendant: (1) Labor Code sections 1194, 1194.2, 1197, and 1197.1 (failure to pay all wages); (2) Labor Code sections 1194 and 510 (failure to pay all overtime); (3) Labor Code sections 226, 226.2, 226.3 (inaccurate wage statements); (4) Labor Code sections 1174(d) and 1174.5 (failure to maintain accurate and complete records); (5) Labor Code sections 226.7 and 512 (failure to provide meal and/or rest periods; failure to pay break-compensation for missed and/or late breaks); and (6) Labor Code sections 201 and 202 (final wages not timely paid).

3. On April 7, 2021, the Parties participated in mediation before mediator Jeffrey Krivis, after undertaking investigation and exchange of information and documents pertaining to Plaintiff and the Aggrieved Employees. At the mediation, the Parties finalized a Memorandum of Understanding to fully and finally resolve the Action and the PAGA Released Claims as to Plaintiff, the State of California, and the Aggrieved Employees.

### **III. OPERATIVE TERMS OF PAGA SETTLEMENT AGREEMENT**

The Parties agree as follows:

1. **Non-Admission.** Nothing in this PAGA Settlement Agreement nor action taken in implementation thereof shall be construed to be an admission or concession by Plaintiff that her claims do not have merit or by Defendants of any liability or wrongdoing as to Plaintiff, Aggrieved Employees, or any other person, and Defendants specifically disclaim any such liability or wrongdoing. Nor will any of the foregoing be used in any way in any other judicial, arbitral, administrative, investigative or other forum or proceeding, as evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, this PAGA Settlement Agreement may be used in any court proceeding that has as its purpose the interpretation,

implementation, or enforcement of the settlement or any orders or judgments of the Court entered into in connection therewith. The Parties have entered into this PAGA Settlement Agreement with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses, and risks. This PAGA Settlement Agreement and any related Court documents or orders are not and may not be cited or admitted as evidence of liability.

**2. Gross Settlement Amount.** Defendants shall pay \$45,000.00 as the Gross Settlement Amount. Defendants will not pay more or less than the Gross Settlement Amount, except that Defendants are separately responsible for the Settlement Administration Costs .

**3. Net Settlement Amount.** The Parties agree that the Net Settlement Amount shall be distributed to the LWDA and Aggrieved Employees as follows: Seventy-five percent (75%) of the Net Settlement Amount shall be distributed to the LWDA (“LWDA Payment”) and twenty-five percent (25%) of the Net Settlement Amount shall be distributed to the Aggrieved Employees on a pro rata basis, based on their respective number of pay periods worked for Defendants during the PAGA Period (“Employee Payments”). Each Aggrieved Employee will be paid a non-wage check for their PAGA Penalty Payment, and will receive an IRS Form 1099 for said payment if required by law as determined by the Settlement Administrator.

**4. Attorneys’ Fees Payment and Litigation Costs Payment to Plaintiff’s Counsel.** Defendants will not oppose Plaintiff’s request for an award of attorneys’ fees in the amount up to \$15,000.00 (“Attorneys’ Fees”) and litigation costs and expenses in the amount up to \$600.00 incurred in prosecuting this Action (“Litigation Costs”), to Plaintiff’s Counsel. In the event the Court approves a payment of less than \$15,000.00 for Attorneys’ Fees and/or less than \$600.00 for Litigation Costs to Plaintiff’s Counsel, the difference will be a part of the Net

Settlement Amount. The Attorneys' Fees and Litigation Costs payments will be reported on an IRS Form 1099 issued to Plaintiff's Counsel.

5. **Service Award.** Defendants will not oppose Plaintiff's request for a Service Award payment in the amount up to \$2,500.00 in connection with her role as a representative of the PAGA group and her alleged damages for her individual wage and hour claims. In the event the Court approves a payment of less than \$2,500.00 as a Service Award to Plaintiff, the difference will be a part of the Net Settlement Amount. The Service Award will be reported on an IRS Form 1099 issued to Plaintiff.

6. **Settlement Administration Costs.** Defendants will be separately responsible for the Settlement Administration Costs, or in the alternative self-administer the distribution of the PAGA Settlement payment.

7. **PAGA Released Claims.** Upon the Effective Date, and subject to Defendants' full payment of the Gross Settlement Amount, Plaintiff, Aggrieved Employees, and the State of California will be forever barred from pursuing any and all PAGA Released Claims as defined in Section I(16) herein. This release of claims only covers those civil penalties which are recoverable under PAGA, and does not otherwise cover individual, underlying claims or causes of action that Aggrieved Employees may have under the law against Released Parties for violations of the California Labor Code.

Separate and apart from this PAGA Settlement Agreement and in exchange for a separate confidential consideration, Plaintiff has entered into a full general release of claims ("FEHA Settlement Agreement") through which she is releasing the Released Parties from any and all of her non-PAGA claims.

**8. Covenants and Representations by Plaintiff.** Plaintiff represents and warrants that she has not assigned or transferred or purported to assign or transfer to any person or entity, any claim or portion thereof, or interest therein, which is or may be subject to this PAGA Settlement Agreement.

Plaintiff acknowledges that she has read this PAGA Settlement Agreement, whether personally or with the assistance of a translator, as necessary, that she fully understands her rights, privileges, and duties under the PAGA Settlement Agreement, and enters into this PAGA Settlement Agreement freely and voluntarily. Plaintiff further acknowledges that she has had the opportunity to consult with her attorneys to explain the terms of this PAGA Settlement Agreement and the consequences of signing this PAGA Settlement Agreement.

**9. Limited Disclosure and No Publicity.** Except as provided below, to the extent necessary to effectuate the settlement or as required by the PAGA statute, a court of law, or legal process, neither Defendants, Defendants' Counsel, Plaintiff, nor Plaintiff's Counsel will publicize the terms of this PAGA Settlement Agreement or issue a press release, hold a press conference, publish information about the settlement on any website or through any social media, or otherwise publicize the settlement or communicate its terms in public, unless ordered by the Court.

**10. Filing of Joint Stipulation of Settlement by Plaintiff's Counsel.** Plaintiff's Counsel shall be responsible for preparing the Joint Stipulation for Approval of the Settlement ("Stipulation") and providing Defendants' Counsel with an opportunity to propose revisions to the Stipulation prior to filing. Concurrently with the filing of the Stipulation, Plaintiff's counsel will also separately file an Application for an Order Approving PAGA Settlement. Plaintiff's Counsel will file the Stipulation, which is mutually agreed to by the Parties, as soon as

practicable. Plaintiff's Counsel will serve the Stipulation on Defendants' Counsel and submit it on the Court and the LWDA together with this Agreement. Pursuant to the California Labor Code section 2698, et seq., Plaintiff's Counsel shall undertake all required submissions and disclosures to the LWDA and the Court to obtain approval of the Settlement.

- a. Defendant represents and warrants that, as of the date that it executes this Agreement, it has corrected the alleged deficiencies outlined in Plaintiff's Notice of PAGA Claim. If required by the Court, Defendant will submit a signed declaration to that effect as part of the approval process.
- b. Upon approval of this PAGA settlement and within 10 days from the Court's signing of the approval order, Plaintiff's counsel will upload and submit the Court's signed order via the LWDA website (<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>) with the LWDA case number previously assigned by the LWDA pursuant to the requirement of Labor Code section 2699(1)(3).
- c. If the total number of aggrieved employees is higher than the 79 persons already identified by Defendants, the Gross Settlement shall be proportionally increased by the percentage increase. Any requirement of the Court to comply with this escalation clause should not be a basis to void this Agreement.

**11. Termination of PAGA Settlement Agreement.** Any changes requested by the Court shall not be a basis to void this PAGA Settlement Agreement unless the Court increases the amount of the Gross Settlement Amount for a reason other than to enforce with the escalation

cluse set forth in paragraph 10 of this Agreement) in which case the entire Agreement shall be null and void. In the event that the PAGA settlement is not approved by the Court for reasons other than the amount of the Gross Settlement Fund, the parties agree to fully cooperate with each other to accomplish the non-monetary requirements set forth by the Court.

**12. Dismissal of Action with Prejudice.** The Stipulation shall provide that the Court dismiss the Action with prejudice, with a retention of jurisdiction to enforce this Agreement pursuant to Code of Civil Procedure section 664.6. This PAGA Settlement Agreement is expressly conditioned upon the Court entering the dismissal of the PAGA claim. The dismissal will not release or bar any claims other than those set forth in this Agreement (including the PAGA Settlement Agreement and the attached FEHA Settlement Agreement).

#### **IV. ADMINISTRATION OF SETTLEMENT**

**1. Settlement Administrator.** The Parties have mutually selected Phoenix Settlement Administrators to handle the administration of this settlement, subject to approval by the Court.

**2. Notice to Aggrieved Employees.**

a. No later than ten (10) business days after the Effective Date, Defendants shall provide the Settlement Administrator with a list of the Aggrieved Employees (“Aggrieved Employees List”). The Aggrieved Employees List shall include each Aggrieved Employee’s full name, last known mailing address, last known telephone number, start date(s) of employment, end date(s) of employment, and Social Security number, to the extent available from Defendants’ records. Because Social Security numbers are included in the list, the Settlement Administrator will maintain the list in confidence, and shall only access and use the list to administer the settlement in conformity with the Court’s orders. Defendants will in good faith compile from its

records the Aggrieved Employees List and provide it to the Settlement Administrator in a computer-readable format, such as a Microsoft Excel spreadsheet.

b. No later than ten (10) calendar days after receipt of the entire Gross Settlement Amount from Defendants, the Settlement Administrator will mail the Employee Payments under cover letter, substantially in the form attached hereto as “**Exhibit A**” (“Cover Letter”), to each of the Aggrieved Employees identified on the Aggrieved Employees List. Prior to mailing the Cover Letter, the Settlement Administrator shall check the addresses provided in the Aggrieved Employees List using the United States Postal Service’s National Change of Address database, and update the addresses for known address changes. Should any of the mailings to the Aggrieved Employees of their Cover Letter and Employee Payments be returned as undeliverable within thirty (30) calendar days of mailing, the Settlement Administrator will have ten (10) calendar days after it receives the returned undeliverable mail to search for a more current address for the Aggrieved Employee (via a skip trace or other reasonable method) and re-mail the Cover Letter and Employee Payments to any alternative or updated address obtained by the Settlement Administrator.

## **V. MISCELLANEOUS PROVISIONS**

1. **No Impact on Employee Benefit Plans.** Neither the PAGA Settlement Agreement nor any amounts paid to Plaintiff, any Aggrieved Employee, or the LWDA under the settlement will modify any previously credited hours or service under any employee benefit plan, policy, or bonus program sponsored by Defendants. Such amounts will not form the basis for additional contributions to, benefits under, or any other monetary entitlement under Defendants’ sponsored benefit plans, policies, or bonus programs. The payments made under the terms of this PAGA Settlement Agreement shall not be applied retroactively, currently, or on a going-

forward basis, as salary, earnings, wages, or any other form of compensation for the purposes of any Defendants benefit plan, policy, or bonus program. Defendants retain the rights, if necessary, to modify the language of its benefit plans, policies, and bonus programs to effect this intent, and to make clear that any amounts paid pursuant to this PAGA Settlement Agreement are not for “hours worked,” “hours paid,” “hours of service,” or any similar measuring term as defined by applicable plans, policies, and bonus programs for purposes of eligibility, vesting, benefit accrual, or any other purpose, and that additional contributions or benefits are not required by this PAGA Settlement Agreement.

**2. Tax Consequences.** Plaintiff and Aggrieved Employees will be solely responsible for correctly characterizing any compensation received under the settlement on his/her personal income tax returns for tax purposes, and paying all appropriate taxes due for any and all amounts paid to them under the settlement. Plaintiff, Defendants, Plaintiff’s Counsel, and Defendants’ Counsel make no representations or warranties with respect to tax consequences of any payment under this PAGA Settlement Agreement, do not intend anything contained in this PAGA Settlement Agreement to constitute advice regarding taxes or liability, nor shall anything in this PAGA Settlement Agreement be relied upon as such.

**3. Governing Law.** This PAGA Settlement Agreement shall be construed under and governed by the laws of the State of California. This PAGA Settlement Agreement shall be deemed to have been entered into in California, and all questions of validity, interpretation, or performance of any of its terms or of any rights or obligations of the Parties to this PAGA Settlement Agreement shall be governed by California law. If any legal or equitable action or arbitration is necessary to enforce the terms of this PAGA Settlement Agreement, it shall be brought in the State of California, County of Los Angeles.

4. **Entire Agreement.** This PAGA Settlement Agreement along with the confidential FEHA Settlement Agreement attached herein constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties. The Parties each acknowledge and represent that no promise or representation not contained in these Agreements contains the entire understanding between them and contains all terms and conditions pertaining to the compromise and settlement of the Action and PAGA Released Claims.

5. **Judgment and Continued Jurisdiction.** The Parties agree that this PAGA Settlement Agreement shall be enforceable by the Court pursuant to California Code of Civil Procedure section 664.6, and the Court, to the fullest extent of the law, shall retain exclusive and continuing jurisdiction over this Action, over all Parties, and the Aggrieved Employees to interpret and enforce the terms, conditions, and obligations of the PAGA Settlement Agreement.

6. **Amendment or Modification.** This PAGA Settlement Agreement may be amended or modified only by a written instrument, signed by either the Parties or their successors-in-interest or counsel for all Parties, subject to approval by the Court.

7. **Authorization to Enter into Binding PAGA Settlement Agreement.** Defendants represent and warrant that the undersigned has the authority to act on behalf of Scott Warmuth, A Professional Corporation, and Scott Warmuth, and to bind Scott Warmuth, A Professional Corporation, and Scott Warmuth to the terms of this PAGA Settlement Agreement. Plaintiff represents and warrants that she has the capacity to act on her own behalf and on behalf of all who might claim through her. Counsel for all Parties warrant and represent that they are expressly authorized by the Parties whom they represent to negotiate this PAGA Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties

pursuant to this PAGA Settlement Agreement and to effectuate its terms, and to execute any other documents required to effectuate the terms of this PAGA Settlement Agreement. The Parties warrant that they understand and have full authority to enter into this settlement, and further intend that this PAGA Settlement Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any settlement and/or mediation privileges and/or confidentiality provisions that otherwise might apply under federal or state law.

**8. Binding on Successors and Assigns.** This PAGA Settlement Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

**9. Execution and Counterparts.** This PAGA Settlement Agreement may be executed in one or more counterparts. All executed counterparts, and each of them, including facsimile and scanned copies of the signature page, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange among themselves original signed counterparts.

**10. Acknowledgement of Mutual Drafting and that the Settlement is Fair, Adequate, and Reasonable.** The Parties believe this PAGA Settlement Agreement is a fair, adequate, and reasonable settlement of the Action, and have arrived at this settlement after arm's-length negotiations by experienced counsel. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this settlement. The Parties agree that the terms and conditions of this PAGA Settlement Agreement are the result of lengthy, intensive, arm's-length negotiation and that neither Party shall be considered the "drafter" of this PAGA

Settlement Agreement for purposes of having terms construed against that Party. The Parties have had a full opportunity to negotiate the terms and conditions of this PAGA Settlement Agreement. Accordingly, this PAGA Settlement Agreement will not be construed more strictly against one Party merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties, all Parties have contributed to the preparation of this PAGA Settlement Agreement.

**11. Invalidity of Any Provision.** Before declaring any provision of this PAGA Settlement Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this PAGA Settlement Agreement valid and enforceable.

**12. Severability.** If any term or provision of this PAGA Settlement Agreement is held to be invalid or unenforceable, the remaining portions of this PAGA Settlement Agreement will continue to be valid and will be performed, construed, and enforced to the fullest extent permitted by law, and the invalid or unenforceable term will be deemed amended and limited in accordance with the intent of the Parties, as determined from the face of the PAGA Settlement Agreement, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

**13. No Waiver.** No waiver of any condition or covenant contained in this PAGA Settlement Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such Party of the same or any other condition, covenant, right, or remedy.

**14. Cooperation and Execution of Necessary Documents.** All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to

effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to implement the settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

**IN WITNESS THEREOF**, the Parties each acknowledge that they/it has read the foregoing Settlement Agreement, accepts and agrees to the provisions contained in this Settlement Agreement, and hereby executes it voluntarily and with full understanding of its consequences.

**SIGNATURES**

DATED: 05/19/2021

By:

  
\_\_\_\_\_  
Plaintiff Vicky Hoang

DATED: 6/9/21

By:

  
\_\_\_\_\_  
Defendant Scott Warmuth, A Professional Corporation  
By: Pres. Scott Warmuth  
Its: president

DATED: 6/9/21

By:

  
\_\_\_\_\_  
Defendant Scott Warmuth

effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to implement the settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

**IN WITNESS THEREOF**, the Parties each acknowledge that they/it has read the foregoing Settlement Agreement, accepts and agrees to the provisions contained in this Settlement Agreement, and hereby executes it voluntarily and with full understanding of its consequences.

**SIGNATURES**

DATED: 05/19/2021

By:

  
\_\_\_\_\_  
Plaintiff Vicky Hoang

DATED: \_\_\_\_\_, \_\_\_\_\_

By:

\_\_\_\_\_  
Defendant Scott Warmuth, A Professional Corporation  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

DATED: \_\_\_\_\_, \_\_\_\_\_

By:

\_\_\_\_\_  
Defendant Scott Warmuth

**Exhibit A**

«Date»

**NOTICE OF PAGA SETTLEMENT**

**Los Angeles County Superior Court Case No. 20STCV34680**

**Case Name: *Vicky Hoang v. Scott Warmuth, A Professional Corporation, and Scott Warmuth***

«FirstName» «LastName»

«Address1» «Address2»

«City» «State» «Zip»

You are receiving the enclosed check in settlement of a lawsuit entitled *VICKY HOANG, “Plaintiff,” v. SCOTT WARMUTH, A PROFESSIONAL CORPORATION, a California corporation; SCOTT WARMUTH, an individual; and DOES 1 through 50, inclusive, (“Defendants”)*, Superior Court of the State of California, County of Los Angeles, Case Number 20STCV34680 (the “Lawsuit”).

In the Lawsuit, Plaintiff pursued various claims for penalties against Defendants under the California Private Attorneys General Act of 2004 (“PAGA”). Defendants deny Plaintiff’s claims in their entirety, and asserts it complied with the applicable law. However, the parties believe that continued litigation would be protracted, expensive, uncertain, and contrary to their best interests and, therefore, agreed to settlement of this lawsuit. The court has not ruled on the merits of this lawsuit, but it has approved the civil penalties settlement amount to be paid by Defendants. The settlement addresses claims for PAGA penalties on behalf of employees who worked or are working for Defendants in California at any time from June 25, 2019 through April 7, 2021.

According to Defendants’ records, you are an Aggrieved Employee and are therefore entitled to a share of the settlement. Enclosed with this Notice is your settlement check. The

settlement check shall remain valid for one hundred eighty (180) calendar days. Checks remaining un-cashed for more than 180 days after issuance will become void and the outstanding balance will be tendered to the State Controller's Office, Unclaimed Property Division, to be held in your name.

If you have additional questions, you may contact the lawyers for Plaintiff Vicky Hoang and the lawyers for Defendants Scott Warmuth, A Professional Corporation, and Scott Warmuth:

Plaintiff's Counsel:

Kelly Y. Chen, Esq.  
Law Office of Kelly Y. Chen  
13200 Crossroads Parkway North, Suite 75  
City of Industry, California 91746  
[attorney@KellyChenLaw.com](mailto:attorney@KellyChenLaw.com)  
Tel: (626) 381-9886

Defendants' Counsel:

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Jessica M. Ewert, Esq.  
Lewis Brisbois Bisgaard & Smith LLP  
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Costa Mesa, California 92626  
[Julie.ODell@lewisbrisbois.com](mailto:Julie.ODell@lewisbrisbois.com)  
[Jessica.Ewert@lewisbrisbois.com](mailto:Jessica.Ewert@lewisbrisbois.com)  
Tel: (714) 545-9200