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Attorneys for Defendant,
17 CITIGUARD INC.

18 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
19 **FOR THE COUNTY OF LOS ANGELES**

20 JUAN L. RODRIGUEZ, an individual, on
21 behalf of himself, all aggrieved employees, and
the State of California as a Private Attorneys
22 General,

23 Plaintiff,

24 vs.

25 CITIGUARD, INC., a California corporation,
26 and DOES 1-50, inclusive,

27 Defendants.
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Case No. 20STCV33127

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

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On June 24, 2020, Plaintiff sent a PAGA Notice to the Labor Workforce and Development Agency (“LWDA”), with a copy to Defendant, through his counsel Nazo Koulloukian, Esq. of Koul Law Firm and Sahag Majarian II of Law Offices of Sahag Majarian II. Plaintiff subsequently filed this Action on August 31, 2020, in the Superior Court of the State of California, County of Los Angeles. Plaintiff’s complaint incorporated Plaintiff’s PAGA Notice to the LWDA by reference and alleged a single cause of action under PAGA. Plaintiff’s PAGA Complaint seeks civil penalties for violations of the California Labor Code based on allegations that Defendant had a policy and/or practice of: (1) failing to reimburse for required business expenses; (2) failing to pay wages, including overtime and penalty wages; (3) failing to provide rest breaks; (4) failing to provide uninterrupted meal breaks and second meal breaks; (5) failing to provide a day of rest in seven; (6) failing to timely pay all wages owed; and (7) failing to provide accurate itemized wage statements. Plaintiff also seeks reasonable attorneys’ fees and costs, pursuant to PAGA.

The Parties have conducted a thorough investigation into the facts of the Action. The Parties believe that the Settlement is fair, reasonable, and adequate. The Parties understand, acknowledge, and agree that this Settlement Agreement constitutes a compromise of Plaintiff and the Aggrieved Employees' PAGA claims, and that it is the desire and intention of the Parties to effect a final and complete resolution of the PAGA claims that Plaintiff has against Defendant or any persons or companies affiliated with Defendant.

On May 12, 2022, the Parties participated in an all-day mediation presided over by Barry

1 Appell, Esq. which led to this Agreement to settle the Action.

2 Prior to mediation, Plaintiff obtained, through informal discovery, payroll records,
3 including paystubs and time records for employees of Defendant. The Parties, PAGA Counsel and
4 Defense Counsel represent that they are not aware of any other pending matter or action asserting
5 claims that will be extinguished or affected by the Settlement, including without limitation, any further
6 qui tam/ representative action that raises allegations and/or claims that arose during any portion of the
7 PAGA Period.

8 The Parties enter into this Settlement Agreement on a conditional basis. If the Court does
9 not enter a Final Order and Judgment as defined in this Settlement Agreement for whatever reason,
10 including without limitation, the effects of the recent decision by the United States Supreme Court
11 in the matter of Viking River Cruises, Inc. v. Moriana, No. 20-1573 (June 15, 2022), this
12 Settlement Agreement will be deemed null and void *ab initio* and will be of no force or effect
13 whatsoever, and will not be referred to or utilized for any purpose whatsoever.

14 Defendant denies all claims in the PAGA Representative Action, denies any failure to
15 comply with the laws identified in the operative complaint and denies all liability for the causes of
16 action alleged and does not waive, but rather expressly reserves, all rights to challenge all such
17 claims and allegations upon all legal, procedural and factual grounds should this Settlement
18 Agreement not become final. This Settlement Agreement reflects a compromise reached to end
19 litigation. The signing by Defendant to this Agreement will not be deemed to be an admission of
20 any wrongdoing or unlawful action by Defendant.

21 The Parties stipulate and agree to the following terms of this Settlement Agreement with
22 the intent that this Agreement finally disposes of the PAGA Representative Action with prejudice:

23 DEFINITIONS

24 1. “**Action**” means and refers to the Plaintiff’s PAGA lawsuit alleging wage and hour
25 violations against Citiguard, Inc., captioned *Rodriguez v. Citiguard, Inc.* (Case No. 20STCV33127),
26 initiated on August 30, 2020 which is currently pending in the Superior Court of the State of
27 California, County of Los Angeles.

28 2. “**Administrator**” means CPT Group, Inc. the neutral entity the Parties have agreed

1 to appoint to administer the settlement.

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

6 4. **“Aggrieved Employees”** means all current and former hourly, non-exempt
7 employees who are or previously were employed by Defendant in California during the period
8 between June 24, 2019, through the date of settlement approval (the “PAGA Period”).

9 5. **“Aggrieved Employee Data”** means Aggrieved Employee identifying information
10 in Citiguard’s possession including the Aggrieved Employee’s name, last-known mailing address,
11 Social Security number, and number of PAGA Pay Periods.

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

16 7. **“Aggrieved Employees Fund”** means the amount of the Net Settlement Amount
17 payable to the Aggrieved Employees (25% of the Net Settlement Amount).

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

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

24 10. **“Covered Position”** means any hourly, non-exempt position held by an Aggrieved
25 Employee during the PAGA Period.

26 11. **“Defendant”** means CITIGUARD, INC.

27 12. **“Defense Counsel”** means Siddiqui Law, APC.

28 13. **“Effective Date”** of this Agreement means the date the Court enters the Final Order

1 and Judgment in this matter.

2 14. **“Final Order and Judgment”** means the proposed order granting approval of the
3 Settlement and entering Judgment in the form substantially similar to that attached to this Agreement
4 as Exhibit “B.”

5 15. **“Gross Settlement Fund”** means a maximum total of \$125,000.00 (One Hundred
6 Twenty-Five Thousand Dollars), which includes all payments owing as a result of this Agreement
7 and includes: the Aggrieved Employees Fund; LWDA Payment; Representative Plaintiff’s
8 Enhancement Award; Settlement Administration Costs; and PAGA Class Counsel Attorneys’ Fees
9 and Costs as awarded by the Court.

10 16. **“Individual PAGA Payment”** means the Aggrieved Employee’s pro rata share of
11 25% of the PAGA penalties calculated according to the number of Pay Periods the Aggrieved
12 Employee worked during the PAGA Period.

13 17. **“Judgment”** means the judgment entered by the Court based upon the Final
14 Approval.

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

17 19. **“LWDA PAGA Payment”** means a payment to the California Labor Workforce and
18 Development Agency in an amount equal to 75% of the Net Settlement Fund.

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

24 21. **“PAGA Class Counsel”** shall mean the Koul Law Firm and Law Offices of Sahag
25 Majarian II.

26 22. **“PAGA Counsel Fees Payment”** and **“PAGA Counsel Litigation Expenses**
27 **Payment”** mean the amounts allocated to PAGA Counsel for reimbursement of reasonable
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1 attorneys' fees and expenses, respectively, incurred to prosecute the Action.

2 23. **"PAGA Pay Period"** means any Pay Period during which an Aggrieved Employee
3 worked for Citiguard for at least one day during the PAGA Period.

4 24. **"PAGA Period"** means June 24, 2019, through the date of the Order of Final
5 Approval and Judgment.

6 25. **"PAGA Notice"** means Plaintiff's letter to Citiguard, Inc. and the LWDA providing
7 notice pursuant to Labor Code section 2699.3, subd.(a).

8 26. **"Released Claims"** means all claims for PAGA penalties arising out of or related to
9 allegations of: failure to reimburse for required business expenses, provide rest breaks, provide meal
10 breaks, provide one day's rest in seven, timely pay all wages owed, and provide accurate wage
11 statements, as well as any relief sought including but not limited to penalties of any nature, interest,
12 fees, costs, and all other PAGA claims and allegations made or which could have been made in the
13 Action based on the factual allegations in the PAGA Notice letter or operative Complaint for the
14 entirety of the PAGA Period.

15 27. **"Released Parties"** means Defendant, and all its present and former parent
16 companies, subsidiaries, divisions, concepts, related or affiliated companies, shareholders, current
17 and future officers, directors, employees, agents, representatives, fiduciaries, attorneys, insurers,
18 any of its respective predecessors, successors and assigns, all former, current, and future related
19 organizations, heirs, executors, administrators, beneficiaries, and trustees and any individual or
20 entity which could be liable for any of the Released Claims, and Defendant's counsel of record in
21 the Action.

22 28. **"Representative Plaintiff"** means JUAN L. RODRIGUEZ.

23 **TERMS AND CONDITIONS OF SETTLEMENT**

24 29. **Settlement Payments.**

25 Subject to final Court approval and the conditions specified in this Agreement, and in
26 consideration of the mutual covenants and promises set forth in this Agreement, Defendant agrees
27 to make a total settlement payment under this Agreement in the amount \$125,000.00 (the "Gross
28 Settlement Fund").

1 Citiguard has no obligation to pay the Gross Settlement Amount prior to the deadline stated in this
2 Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking
3 or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the
4 Gross Settlement Amount will revert to Citiguard, Inc. The Gross Settlement Fund will be
5 distributed in the following manner:

6 a. Settlement Administration Fees and Costs: The fees and costs associated
7 with settlement administration (e.g., preparing and mailing payments to the Aggrieved Employees,
8 tax documentation, etc.) (the “**Settlement Administration Costs**”) will be paid from the Settlement
9 Fund and are estimated to be \$7,500. The Parties agree to use CPT Group, Inc. as the Settlement
10 Administrator.

11 b. PAGA Class Counsel’s Attorneys’ Fees and Costs: The Parties agree that,
12 subject to the Court’s review and approval, PAGA Class Counsel will be paid \$41,662.50 from the
13 Settlement Fund, which is 33.33% of the amount, plus actual litigation costs up to \$15,000. If the
14 Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses
15 Payment less than the amounts requested, the Administrator will allocate the remainder to the Net
16 Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other
17 Plaintiff’s Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or
18 PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel
19 Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA
20 Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees
21 Payment and the PAGA Counsel Litigation Expenses Payment and holds Citiguard, Inc. and the
22 Released Parties harmless, and indemnifies Citiguard, Inc. and the Released Parties, from any
23 dispute or controversy regarding any division or sharing of any of these Payments.

24 c. Representative Plaintiff’s Enhancement Awards: The Parties agree that,
25 subject to the Court’s review and approval, Representative Plaintiff will receive a \$7,500
26 enhancement award for his services in bringing the Action on behalf of the Aggrieved Employees.

27 d. To the Administrator: An Administrator Expenses Payment not to exceed
28 \$7,500 except for a showing of good cause and as approved by the Court. To the extent the

1 Administration Expenses are less or the Court approves payment less than \$7,500, the
2 Administrator will retain the remainder in the Net Settlement Amount.

3 e. Net Settlement Amount: After deducting Attorneys' Fees and Costs,
4 Settlement Administration Costs, and Representative Plaintiff's Enhancement Award from the
5 Gross Settlement Fund, the remaining estimated amount will comprise the Net Settlement Amount,
6 estimated to be approximately \$53,337.50. The Net Settlement Amount is for all payments to the
7 Aggrieved Employees and the LWDA. If the Court approves PAGA Penalties of less than the amount
8 requested, the Administrator will allocate the remainder to the Net Settlement Amount. The
9 Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

10 i. The Net Settlement Amount shall be allocated 75% to the **LWDA**
11 **Payment**, which is estimated to total approximately \$40,003.12
12 **(\$53,337.50 x 75%).**

13 ii. The remaining 25% of the Net Settlement Amount (\$13,334.38)
14 shall be paid to the Aggrieved Employees on a *pro rata* basis as
15 below, which shall be referred to as the Aggrieved Employee's
16 **"Individual PAGA Payment."**

17 (1) Each Aggrieved Employee's *pro rata* share shall be
18 determined based on the number of pay periods that the
19 Aggrieved Employee worked for Defendant in a Covered
20 Position during the PAGA Period ("**Eligible Pay Period**")
21 credited to the Aggrieved Employee as a percentage of the
22 total Eligible Pay Periods of employment during the PAGA
23 Period credited to all Aggrieved Employees.

24 (2) Example: Aggrieved Employee A was actively employed
25 during the PAGA Period for 25 Eligible Pay Periods. All
26 Aggrieved Employees were actively employed a combined
27 total of 100,000 Eligible Pay Periods during the PAGA
28 Period. Aggrieved Employee A's Individual Penalty

Payment would be calculated as follows:

25 Eligible Pay Periods for Aggrieved Employee A ÷

100,000 total Eligible Pay Periods for all Aggrieved

Employees = 0.025%.

Aggrieved Employee A is entitled to an Individual PAGA

Payment in an amount that is 0.025% of the Net Settlement

Amount.¹

f. Taxes and Reporting: Each Aggrieved Employee's Individual Penalty Payment will be treated as non-wage income and reported by the Settlement Administrator on IRS Form 1099 to the respective Aggrieved Employee and applicable governmental authorities. Defendant will be responsible for its portion of all payroll taxes, if any, due as a result of this Settlement.

30. **Release by Aggrieved Employees and State of California.**

a. Terms of Release. Upon the Effective Date, Plaintiff and all Class Members, as well as their spouses, heirs, executors, administrators, trustees, and/or permitted assigns, hereby do and shall be deemed to have fully, finally and forever released, settled, compromised, relinquished and discharged, to the fullest extent possible, any and all of the Released Parties of and from any and all Released Claims. The Settlement Class and each Class Member fully release and discharge the Released Parties for the Released Claims for any period during the Claims Period. It is intent of the Parties to give the broadest res judicata effect provided by this release. (See *Villacres v. ABM Indus. Inc.*, 189 Cal. App. 4th 562, 117 Cal. Rptr. 3d 398 (2010)).

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

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

1 31. **General Release by Representative Plaintiff ONLY**

2 a. Terms of Release. As a condition to obtaining the Enhancement Payment
3 provided for herein, Plaintiff (as well as his spouse, heirs, executors, administrators, trustees, and/or
4 permitted assigns) also agree to a general release of any and all claims against Defendant (as defined
5 above)-which shall include without limitation any and all claims which in any way relate to his
6 employment with Defendant, under State or Federal law, in tort, common law, statute, contract, or
7 equity, whether pled in the operative complaints or not, including but not limited to any claims under
8 the FLSA, Title VII, ADA, FEHA, ADEA, PAGA, the California Labor Code, or any Industrial
9 Welfare Commission Wage Order-now existing or arising in the future, based on any act, omission,
10 event, occurrence, or non-occurrence from the beginning of time to the date of execution hereof.
11 Plaintiff represents that he will not directly or indirectly institute any legal action against any
12 Released Party based upon, arising out of, or relating to any claims released in the settlement
13 agreement. Plaintiff will not directly or indirectly encourage and/or solicit any third party to institute
14 any legal action against any Released Party. Plaintiff further understands and agrees that, as
15 additional consideration for the Enhancement Payment, he will not act or serve as a representative,
16 nor in any representative capacity, in any class, class action litigation, Private Attorneys General
17 Act, qui tam or similar action (lawsuit) contemplated and/or filed against any of the released parties
18 and shall in no way assist any other person or entity from doing same. Plaintiff promises to opt out
19 of any class or action and to take such other steps as he has the power to take to disassociate himself
20 from any class or action seeking relief against Defendant regarding any of the matters released.

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

25
26 “A general release does not extend to claims that the creditor or releasing party does
27 not know or suspect to exist in his or her favor at the time of executing the release
28 and that, if known by him or her, would have materially affected his or her settlement
with the debtor or released party.”

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

5 d. Release by PAGA Counsel. PAGA Counsel release on behalf of their present
6 and former attorneys, employees, agents, successors and assigns the Released Parties from all claims
7 for PAGA Fees incurred in connection with the Operative Complaint and the PAGA Period facts
8 stated in the Operative Complaint and the PAGA Notice.

9 e. 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 the
12 Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the
13 Court does not grant the motion for approval of this Settlement or conditions its approval on any
14 material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work
15 together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the
16 Agreement and otherwise satisfy the Court's concerns.

17 32. **Request for Final Order and Judgment.**

18 PAGA Class Counsel shall file this Stipulation and Agreement with the court requesting
19 approval of the Settlement. Accompanying the Stipulation and Agreement shall be a proposed Final
20 Order and Judgment, in a form substantially similar to Exhibit B. Pursuant to California Labor Code
21 § 2699(1)(2), each PAGA Class Counsel shall submit a fully executed copy of this Agreement to the
22 LWDA on the same day that its stipulation and this Agreement are filed with the Court. Pursuant to
23 California Labor Code § 2699(1)(3), PAGA Class Counsel shall submit a copy of the Final Order
24 and Judgment to the LWDA no later than ten (10) calendar days after its entry.

25 33. **Settlement Funding.**

26 a. Upon the Courts entering the Final Order and Judgment, the Settlement
27 Administrator shall send Defendant's counsel electronic wiring instructions to fund the Gross
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1 Settlement Fund.

2 b. Within 60 days of the Court's approval of the Settlement, Defendant shall
3 wire to the Settlement Administrator the Gross Settlement Fund (the "**Funding Date**").

4 c. Within 30 days after the Funding Date, the Settlement Administrator shall
5 issue payments as set forth in this Agreement to: the LWDA; the Aggrieved Employees; PAGA
6 Counsel Attorneys' Fees and Costs; and the Representative Plaintiff's Enhancements
7 (the "**Payment Date**").

8 34. **Class List.**

9 Within 21 days after the Effective Date, Defendant will provide a Class List to the Settlement
10 Administrator which will identify all Aggrieved Employees by name, social security number, and
11 last known home address ("**Class List**"). The Class List will also contain the number of Eligible
12 Pay Periods credited to each Aggrieved Employee.

13 35. **List of Individual Settlement Amounts.**

14 Within 7 days after the Settlement Administrator receives the Class List, the Settlement
15 Administrator will provide to PAGA Class Counsel and Defendant's counsel a Proceeds List
16 reflecting the Individual Penalty Payment for each Aggrieved Employee ("**Proceeds List**"). The
17 Proceeds List provided to PAGA Class Counsel will not include the Aggrieved Employees' names,
18 social security numbers or contact information.

19 36. **PAGA Payments to Aggrieved Employees.**

20 a. On the Payment Date, the Settlement Administrator will mail to each
21 Aggrieved Employee, via first-class United States Mail, the following: (a) the PAGA Settlement
22 Notice in English and Spanish, attached as Exhibit A to this Agreement and (b) their Individual
23 Penalty Payment (collectively, the "**PAGA Packet**").

24 b. Prior to mailing, the Settlement Administrator will update all addresses using
25 the National Change of Address System (NCOA). In the event that a PAGA Packet is returned to
26 the Settlement Administrator with a forwarding address, the Settlement Administrator will re-send
27 the PAGA Packet to the forwarding address identified. If no forwarding address is provided, then
28 the Settlement Administrator will promptly conduct a "standard search," sometimes called, "Skip

Trace” or “Credit Header” searches, to locate a better address. If a better address is found, the Settlement Administrator will promptly re-send the PAGA Packet. If a better address is not found or the PAGA Packet is ultimately returned without a forwarding address, neither the Settlement Administrator, Defendant, or PAGA Class Counsel shall be required to take further action.

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

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

e. Any unpaid cash residue or unclaimed or abandoned Aggrieved Employee funds generally attributable to California residents, plus any accrued interest that has not otherwise been distributed pursuant to order of the Court, shall be transmitted to the state controller unclaimed payment fund in the name of the Aggrieved Employee. The payment of Individual PAGA Payments shall not obligate Citiguard, Inc. to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

37. **Payments of Enhancement Awards, Attorneys’ Fees and Costs, and the LWDA Settlement Payment.**

a. On the Payment Date, the Settlement Administrator will pay from the Gross Settlement Fund the Representative Plaintiff’s Enhancement Awards as awarded by the Court. The Enhancement Award will be made by sending to PAGA Class Counsel a check payable to “JUAN L. RODRIGUEZ” in the amount of the Court-approved Enhancement Award. Such payment is conditional upon PAGA Class Counsel providing Defendant’s counsel with a completed Form W-

9 for the Representative Plaintiff.

b. On the Payment Date, the Settlement Administrator will pay from the Gross Settlement Fund to PAGA Class Counsel its Court-approved Attorneys' Fees and Costs. Such payment is conditional upon PAGA Class Counsel providing the Settlement Administrator with completed Forms W-9. The Court-approved PAGA Class Counsel's Attorneys' Fees and Costs will be split equally between the Koul Law Firm and the Law Offices of Sahag Majarian II.

c. On the Payment Date, the Settlement Administrator will pay from the Gross Settlement Fund to the LWDA by check made payable to the "California Labor Workforce and Development Agency."

38. **Deadlines.**

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

39. **Enforcement and Continuing Jurisdiction of the Court.**

Pursuant to the Parties agreement, this Settlement Agreement will be approved by the Court and will be enforceable pursuant to California Code of Civil Procedure section 664.6. Even after the entry of the Final Order and Judgment, the Court will have and retain continuing jurisdiction over each's respective actions and over all Parties and the Aggrieved Employees, to the fullest extent necessary or convenient as permitted by law to enforce and effectuate the terms and intent of this Settlement Agreement and all matters provided for in it, and to interpret it.

40. **No Admissions.**

Nothing in this Settlement Agreement will constitute or be considered an admission by or on behalf of Defendant, or any Released Party, of any wrongdoing or liability or of the accuracy of any allegation made in connection with this Action. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Citiguard, Inc. that any of the allegations in the Operative Complaint have merit or that Citiguard, Inc. has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Citiguard, Inc.'s defenses in the Action have merit. The Parties agree that

1 representative treatment is for purposes of this Settlement only. If, for any reason the Court does not
2 approve this Settlement, Citiguard, Inc. reserves all available defenses to the claims in the Action, and
3 Plaintiff reserves the right to contest Citiguard, Inc.'s defenses. The Settlement, this Agreement and
4 Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection
5 with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

6 41. **Effective Date of Defendant's Obligations Under This Agreement.**

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

16 42. **Nullification.**

17 If: (1) the Court should for any reason fail to enter the Final Order and Judgment; or (2) the
18 Court's Final Order and Judgment is reversed or modified as to any material term as defined above,
19 or declared or rendered void as to any material term as defined above, then (a) the Settlement
20 Agreement shall become null and void; (b) the Parties will revert to their respective positions
21 immediately prior to reaching the settlement; and (c) Defendant will be responsible for any
22 Settlement Administrator Fees and Costs.

23 43. **Invalidation.**

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

27 44. **Publicity.**

28 From and after the execution of this Agreement, the Representative Plaintiff and PAGA

1 Class Counsel agree not to publicize this Settlement in any way except as provided in this
2 Agreement and, except as required by law, agree to limit statements regarding the Settlement to
3 responses to questions, which responses shall be limited to say the matter has been resolved. In
4 addition, the Representative Plaintiff and the PAGA Class Counsel: (a) may respond to specific
5 questions from Aggrieved Employees; and (b) as required under the terms of this Stipulation, may
6 describe and explain the specific terms of this Stipulation. The Representative Plaintiff and his
7 counsel shall not hold any press conference or speak to the media regarding the Settlement.

8 45. **Neutral Reference.**

9 Defendant agrees to provide a neutral employment reference for Plaintiff, consisting solely
10 of the dates of employment and the last position held by Plaintiff.

11 46. **Entire Agreement.**

12 This Settlement Agreement constitutes the entire integrated agreement between the Parties
13 relating to the Action, and no oral representations, warranties, or inducements have been made to
14 any party concerning this Settlement Agreement other than the representations, warranties, and
15 covenants contained and memorialized in this Settlement Agreement.

16 47. **Authorization to Act.**

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

23 48. **Modification Only in Writing.**

24 This Settlement Agreement may be amended or modified only by a written instrument signed
25 by all Parties or their successors in interest. After the entry of the Final Order and Judgment, the
26 parties may by written agreement effect such amendments, modifications or expansions of this
27 Agreement without further notice to the LWDA or Aggrieved Employees and without notice to or
28 the approval by the Court if such changes are consistent with the Court's Final Order and Judgment

1 and do not materially alter any rights hereunder.

2 49. **Binding on Successors.**

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

8 50. **No Prior Assignments.**

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

13 51. **No Tax Advice.** Neither Plaintiff, PAGA Counsel, Citiguard, Inc. nor Defense

14 Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be
15 relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR
16 Part 10, as amended) or otherwise.

17 52. **Use and Return of Aggrieved Employee Data.** Information provided to PAGA

18 Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided
19 to PAGA Counsel by Citiguard, Inc. in connection with the mediation, other settlement negotiations,
20 or in connection with the Settlement, may be used only with respect to this Settlement, and no other
21 purpose, and may not be used in any way that violates any existing contractual agreement, statute, or
22 rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all
23 Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data
24 received from Citiguard, Inc. unless, prior to the Administrator's payment of all Settlement Funds,
25 Citiguard, Inc. makes a written request to PAGA Counsel for the return, rather than the destructions, of
26 Aggrieved Employee Data.

27 53. **Governing Law.**

28 All terms of this Settlement Agreement will be governed by and interpreted according to the

1 laws of the State of California, without giving effect to conflicts of laws principles.

2 54. **Counterparts.**

3 This Settlement Agreement may be executed in one or more counterparts. All executed
4 counterparts and each of them will be deemed to be one and the same instrument. Counsel for the
5 Parties will exchange among themselves signed counterparts.

6 55. **Headings for Convenience Only.**

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

9 56. **Construction of This Agreement.**

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

24 57. **Corporate Signatories.**

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

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

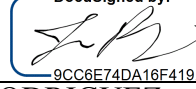
Except as otherwise provided in this Agreement, the Parties will bear responsibility for their own attorneys' fees and costs, taxable or otherwise, incurred by them or arising out of this Action and will not seek reimbursement thereof from any Party to this Settlement Agreement. In the event of a proven breach of this Agreement, the breaching party will be required to pay the prevailing Party's reasonable attorneys' fees and costs incurred in enforcing this Agreement.

[Signature Page to Follow]

1 **IT IS SO AGREED:**

2 Dated: 7/28, 2022

DocuSigned by:


9CC6E74DA16F419...

JUAN L. RODRIGUEZ

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4 Dated: _____, 2022

CITIGUARD, INC.

By:

Its:

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11 Dated: July 28, 2022

APPROVED AS TO FORM:

12
13 By: 

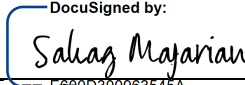
Nazo Koulloukian, Esq.

14 KOUL LAW FIRM

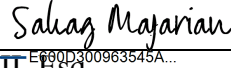
15 Attorneys for Plaintiff JUAN L. RODRIGUEZ

16 Dated: 7/28, 2022

APPROVED AS TO FORM:

17
18 By: 

DocuSigned by:


E660D300963545A...

19 Sahag Majarian II, Esq.

20 LAW OFFICES OF SAHAG MAJARIAN II

Attorneys for Plaintiff JUAN L. RODRIGUEZ

21 Dated: _____, 2022

APPROVED AS TO FORM:

22
23 By:

24 Omar A. Siddiqui, Esq.

25 Daniel M. Josephson, Esq.

26 Attorneys for Defendants CITIGUARD, INC.

1 IT IS SO AGREED:

2 Dated: _____, 2022

JUAN L. RODRIGUEZ

3
4 Dated: 7/27, 2022

CITIGUARD, INC.

By:

Its:

5
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11 Dated: _____, 2022

APPROVED AS TO FORM:

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13 By: _____

Nazo Koulloukian, Esq.

KOUL LAW FIRM

Attorneys for Plaintiff JUAN L. RODRIGUEZ

14
15
16 Dated: _____, 2022

APPROVED AS TO FORM:

17
18 By: _____

Sahag Majarian II, Esq.

LAW OFFICES OF SAHAG MAJARIAN II

Attorneys for Plaintiff JUAN L. RODRIGUEZ

19
20
21 Dated: August 1, 2022

APPROVED AS TO FORM:

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23 By: _____

/s/ Daniel M. Josephson

Omar A. Siddiqui, Esq.

Daniel M. Josephson, Esq.

Attorneys for Defendants CITIGUARD, INC.