

PRIVATE ATTORNEYS GENERAL ACT (LABOR CODE § 2698 ET SEQ.)
SETTLEMENT AGREEMENT AND RELEASE

Rosa Gomez Felix v. Westland Services, Inc., et al., San Diego County Superior Court
Case No. 37-2020-00015385-CU-OE-CTL
(the “Action”)

IT IS HEREBY STIPULATED AND AGREED by and among the undersigned Parties, subject to the approval of the Court, that the settlement of this action shall be memorialized by, and subject to the following terms and conditions of, this Settlement Agreement (“Agreement”). Capitalized terms used herein shall have the meanings set forth in Article I or elsewhere in the Private Attorneys General Act (Labor Code § 2698 *et seq.*).

This Agreement is made by and between Defendant Westland Services, Inc., dba Sandstrand (**“Defendant” or “Westland”**) and Plaintiff Rosa Gomez Felix (**“Plaintiff” or “Gomez”**), for herself and on behalf of the State of California and other Aggrieved Employees (defined below), (Defendant and Plaintiff as defined herein, are sometimes collectively referred to as the **“Parties”**) and shall be binding on the Parties and all of the Aggrieved Employees, subject to the Court’s approval of the Settlement.

The Parties agree that the Action shall be, and hereby is, ended, settled, resolved, and concluded by agreement of Defendant to pay the sum of Three Hundred Forty Thousand Dollars and Zero Cents (\$340,000.00), for settlement of the Private Attorneys General Act (“PAGA”) claim, which shall be inclusive of Plaintiff’s Counsel’s attorneys’ fees and costs and the settlement administrator’s fees.

Defendant represents that there are approximately 909 Aggrieved Employees, as of January 14, 2021 (the date the Parties mediated the case), and this estimate serves as the basis for Plaintiff accepting the settlement. The Parties agree to meet and confer on any potential adjustment to the Settlement Amount if the number of Aggrieved Employees, up to the date of this Court’s approval of this Agreement, increases by more than 15% over 909, although Plaintiff has the right to rescind if the amount is greater than 15% over 909.

Article I.

Definitions.

Section 1.01 Definitions.

Unless otherwise defined herein, the following terms used in this Agreement shall have the meanings ascribed to them as set forth below:

- (a) “Action” shall refer to the lawsuit entitled: *Rosa Gomez Felix v. Westland Services, Inc., et al.*, San Diego County Superior Court Case No. 37-2020-00015385-CU-OE-CTL.
- (b) “Aggrieved Employees” is defined as all past and present hourly-paid, non-exempt employees of Defendant Westland Services, Inc. dba Sandstrand who worked for Defendant in California at any time during the PAGA Period.
- (c) “Court” means the Superior Court for the State of California.
- (d) “Defendant’s Counsel” are:
 - Daniel Gardenswartz, Esq.
 - Jing Y. Li, Esq.
 - SOLOMON WARD SEIDENWURM & SMITH, LLP
 - 401 B Street, Suite 1200
 - San Diego, CA 92101
 - Phone: 619.231.0303; Fax: 619.615.7938
 - Email: dgardenswartz@swsslaw.com
 - Email: jli@swsslaw.com
- (e) “Effective Date” means the date the Court enters the order approving the Settlement as described in this Agreement.
- (f) “Gross Settlement Amount” refers to Three Hundred Forty Thousand Dollars and Zero Cents (\$340,000.00), which shall be paid by Defendant to fund the Settlement, and from which all settlement payments for the Net Settlement Amount, Court approved attorneys’ fees and costs, Plaintiff’s incentive payment, and Settlement Administration Costs shall be paid.
- (g) “Net Settlement Amount” means the total sum available for payment of PAGA penalties to the Aggrieved Employees and the LWDA after deducting Plaintiff’s Counsel’s fees and costs,

the costs of administration, and Plaintiff's incentive payment, collectively referenced in Section 3.01(a-d), from the \$340,000.00 Gross Settlement Amount.

(h) "Plaintiff's Counsel" is:

Haines Law Group, P.C.
Paul K. Haines, Esq.
Tuvia Korobkin, Esq.
2155 Campus Drive, Suite 180
El Segundo, California 90245
Phone: 424-292-2350; Fax: 424-292-2355
Email: phaines@haineslawgroup.com
Email: tkorobkin@haineslawgroup.com

(i) "PAGA Period" means April 6, 2019 to the date the Court approves of this PAGA settlement.

(j) "Released Claims" mean any and all claims under the PAGA that were alleged in the Complaint, the First Amended Complaint, the Second Amended Complaint, or that could have been alleged based on the facts alleged in those pleadings or in the PAGA Notice, including but not limited to any and all claims for PAGA penalties for violations of the California Labor Code governing overtime wages, minimum wage for all hours worked, statutorily mandated rest periods and rest period premiums, statutorily mandated meal periods and meal period premiums, final wages and compensation at the time of separation, accurate itemized wage statements, reimbursement of necessary business expenses, payment of wages, and maintenance of accurate records on behalf of aggrieved employees. Specifically, the Released Claims are claims for civil penalties under PAGA, including but not limited to, for violations of Labor Code §§ 201-203, 204, 226, 226.7, 510, 512, 516, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1198, 2802, and 2804. Moreover, claims and causes of action alleged in the First Amended Complaint that are not PAGA claims are not subject to this release, but are being dismissed without prejudice as part of this Agreement.

(k) "Released Parties" means Defendant and its present and former officers, directors, employees, shareholders, agents, trustees, representatives, contractors, attorneys, insurers, reinsurers, parent companies, subsidiaries, divisions, affiliates, predecessors, successors, assigns, as well as any individual or entity that could be alleged to be jointly liable with Defendant.

(l) "Settlement Administrator" refers to Phoenix Settlement Administrators.

- (m) “Settlement” or “Agreement” refers to the settlement of the Action reached by the Parties to the Action embodied herein.

Article II.

Background.

Section 2.01 Background.

- (a) On April 6, 2020, Plaintiff submitted her original Complaint in the Action for filing in the Superior Court of the State of California for the County of San Diego. Due to Court closures related to the COVID-19 pandemic, the Court processed the Complaint on May 26, 2020 and it was file-stamped with that date.
- (b) On June 18, 2020, Plaintiff sent notice to the Labor and Workforce Development Agency (“LWDA”) giving notice of her intent to pursue a representative PAGA action, on behalf of herself and the State of California as well as on behalf of other aggrieved employees (the “PAGA Notice”).
- (c) On August 24, 2020, Plaintiff filed her First Amended Complaint to include the PAGA claims.
- (d) The Parties meet and conferred regarding the validity and enforceability of a Collective Bargaining Agreement which contained an arbitration provision that expressly covers wage and hour claims and contains a class action waiver. Thereafter, the Parties agreed to explore settlement of the PAGA claims only at mediation.
- (e) Subsequently, the Parties engaged in an extensive investigation along with informal discovery. In advance of the Mediation, Defendant provided Plaintiff and Plaintiff’s Counsel with documents and information about the number of potentially aggrieved employees, the number of pay periods at issue, time and attendance reports, wage statements, as well as relevant policy documents.
- (f) The Parties attended a full day mediation with Henry Bongiovi, Esq., whereat they reached the Settlement. As part of the Settlement, the Parties further agreed that Plaintiff would seek dismissal of Plaintiff’s class claims without prejudice (although the class claims are not being released as part of the Settlement).

Article III.

Approval and Implementation of Settlement.

Section 3.01 Allocation of the Gross Settlement Amount.

The Parties will cooperate in obtaining through written stipulation or unopposed motion or *ex parte* application, if required, an Order from the Court approving the payment of the Gross Settlement Amount as follows:

(a) Plaintiff's Attorneys' Fees.

Plaintiff's Counsel shall request and be paid up to 40% of the Gross Settlement Amount or One-Hundred Thirty-Six Thousand Dollars and Zero Cents (\$136,000.00) for attorneys' fees ("Plaintiff's Attorney's Fees.") If Plaintiff's counsel's request for 40% of the Gross Settlement Amount is not approved and/or is reduced by the Court, any amount not approved and/or reduced by the Court will be included in the Net Settlement Amount to be paid to the Aggrieved Employees. Plaintiff's counsel's failure to obtain Court approval of Plaintiff's Attorney's Fees shall not set aside this Agreement. Defendant agrees not to oppose a fee request by Plaintiff's counsel that remains within 40% of the Gross Settlement Amount.

(b) Litigation Costs.

Plaintiff's Counsel shall request an amount, estimated at not more than Fifteen Thousand Dollars and Zero Cents (\$15,000.00), as reimbursement for expenses incurred in the Action ("Litigation Costs"), supported by declaration. If Plaintiff's Counsel's request for reimbursement of Litigation Costs is not approved and/or is reduced by the Court, any amount not approved and/or reduced by the Court will be included in the Net Settlement Amount to be paid to Aggrieved Employees. Defendant agrees not to oppose a request for reimbursement of Litigation Costs that remains within \$15,000.00.

(c) Administration Costs.

Plaintiff's Counsel shall request up to Six Thousand Dollars and Zero Cents (\$6,000.00) of the Gross Settlement Amount as payment to the Settlement Administrator for costs incurred by the Settlement Administrator in connection with the Settlement, including mailing of the Notice of PAGA Settlement described herein ("Settlement Administration Costs"). To the extent the Settlement Administration Costs exceed this amount, they shall be paid from the Gross Settlement Amount; to the extent they fall below this amount, they shall be included in the Net Settlement Amount to be paid to the Aggrieved Employees.

(d) Service Award.

Plaintiff's Counsel may request up to Five Thousand Dollars and Zero Cents (\$5,000.00) of the Gross Settlement Amount as a service award for Plaintiff. This sum is the payment for Plaintiff's service as PAGA representative plaintiff. If this request is not approved or is reduced by the Court, this settlement shall not be set aside and any amount not approved and/or reduced will be included in the Net Settlement Amount to be paid to the Aggrieved Employees. This award is in addition to the Plaintiff's respective share of the of the Net Settlement Amount as an Aggrieved Employee.

(e) Net Settlement Amount.

The Net Settlement Amount shall be determined by deducting Plaintiff's Attorney's Fees, Litigation Costs, Service Award, and Settlement Administration Costs as set forth in section 3.01(a), (b), (c), and (d) from the Gross Settlement Amount. The Net Settlement Amount shall be distributed as set forth below in section 3.04(b).

The Parties agree to use their best efforts to expedite the preparation and submission of the settlement documents. The Parties further agree to fully cooperate in the drafting and/or filing of any further documents or filings reasonably necessary to be prepared or filed and shall take all steps that may be requested by the Court relating to, or that are otherwise necessary to the approval and implementation of the payment of PAGA penalties as described in this Agreement. This shall include

the dismissal by Plaintiff without prejudice of the currently plead class claims. Within fifteen (15) days after the execution of this Agreement, Plaintiff shall request dismissal without prejudice the class claims asserted in the Action. The class claims must be dismissed before any settlement funds are due.

Section 3.02 Court Approval.

The Parties will seek the Court's approval of the PAGA settlement and the payment of penalties as described in this Agreement by way of a stipulation or unopposed motion to be prepared and filed by Plaintiff's Counsel, subject to Defendant's Counsel's approval. Plaintiff's Counsel will submit this Agreement to the Court for its approval. Pursuant to Labor Code section 2699(1)(2), Plaintiff also will submit a copy of this Agreement to the Labor and Workforce Development Agency at the same time it is submitted to the Court. The Court's approval of the payment of the Gross Settlement Amount as described in this Agreement shall be embodied in a written Order.

Section 3.03 Notice to Aggrieved Employees.

(a) **Notice.**

Notice shall be provided to the Aggrieved Employees in the following manner:

- (1) No later than twenty-one (21) days after the Court approves this Settlement, Defendant shall provide the Settlement Administrator with a list of all Aggrieved Employees ("Aggrieved Employees List"). The Aggrieved Employees List shall state the first name and last name in separate columns for each Aggrieved Employee; the last known home address for each Aggrieved Employee; each Aggrieved Employee's social security number, and each Aggrieved Employee's respective number of pay periods worked for Defendant during the PAGA Period.
- (2) The Settlement Administrator shall utilize the United States National Change of Address ("NCOA") database to determine the best most recent addresses for the Aggrieved Employees prior to mailing the notices and settlement checks.
- (3) Within thirty (30) days after the Final Deposit Date (defined below), the Settlement Administrator shall mail the Notice of PAGA Settlement (attached hereto as Exhibit "A")

together with a settlement payment to all Aggrieved Employees by first-class United States mail, postage prepaid, with directions to the Postmaster to forward the Notice of PAGA Settlement and return all undeliverable Notices to the Settlement Administrator. For each Notice of PAGA Settlement that is returned as undeliverable, the Settlement Administrator shall promptly attempt to locate the Aggrieved Employee by performing a skip trace and shall re-mail the Notice and settlement check no later than ten (10) days following receipt of the undeliverable Notice. If no new address is located via skip trace, or if a Notice is returned as undeliverable a second time, the Settlement Administrator need not attempt another mailing.

Section 3.04 Settlement Payment Procedures.

(a) Deposit of Gross Settlement Amount with Settlement Administrator.

Defendant shall deposit the Gross Settlement Amount in three equal installments, as follows: Within 10 days of the Effective Date, Defendant shall deposit 1/3 of the Gross Settlement Amount with the Settlement Administrator. Within 180 days of the Effective Date, Defendant shall deposit another 1/3 of the Gross Settlement Amount with the Settlement Administrator. Within 360 days of the Effective Date, Defendant shall deposit the final 1/3 of the Gross Settlement Amount with the Settlement Administrator (“**Final Deposit Date**”).

(b) PAGA Payments.

The Net Settlement Amount will be subdivided as follows: 75% of the payment will be paid to the LWDA and 25% will be paid to Aggrieved Employees. The 25% of the Net Settlement Amount payable to the Aggrieved Employees will be divided among the Aggrieved Employees based on the following formula:

Twenty-Five Percent of the Net Settlement Amount shall be divided by the total pay periods worked for Defendant by all Aggrieved Employees during the PAGA Period to yield the “Employee Settlement Share Value.” Each Aggrieved Employee shall be paid their Employee Settlement Share Value multiplied by their individual total pay periods worked for Defendant during the PAGA Period.

The payments to the Aggrieved Employees and the LWDA shall be made by the Settlement Administrator no later than thirty (30) days after the Final Deposit Date.

All Aggrieved Employees will receive an IRS Form 1099 for their portion of the settlement, if deemed required by the Settlement Administrator (in compliance with IRS guidelines).

The settlement checks issued to Aggrieved Employees shall remain valid for one hundred eighty (180) days. Funds from any settlement checks remaining uncashed after one hundred eighty (180) days shall be sent by the Settlement Administrator to Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code section 1500 et seq., for the benefit of that Aggrieved Employee. The Parties agree that this disposition results in no “unpaid residue” under California Civil Procedure Code section 384, as the entire Net Settlement Amount will be paid out to the Aggrieved Employees and the LWDA. Therefore, Defendant will not be required to pay any interest on said amount. In the event that an Aggrieved Employee’s Individual Settlement Payment is distributed to the Controller of the State of California, the terms of the final judgment and the Release of Claims will nevertheless be binding upon that Aggrieved Employee.

(c) Plaintiff’s Attorneys’ Fees, Litigation Costs and Service Fees Payment.

No later than thirty (30) days after the Final Deposit Date, the Settlement Administrator shall pay the court approved Plaintiff’s Attorneys’ Fees and Litigation Costs to Plaintiff’s Counsel.

Any Plaintiff’s Attorneys’ Fees or Litigation Costs awarded to Plaintiff’s Counsel and Service Fees awarded to Plaintiff by the Court shall be deducted from the Gross Settlement Amount for the purpose of determining the Net Settlement Amount. The “future” aspect of these amounts include, without limitation, all time and expenses expended by Plaintiff’s Counsel in defending the Settlement and securing Approval of the Agreement (including any appeals therein). There will be no additional charge of any kind to the Aggrieved Employees or request for additional consideration from Defendant for such work. This amount shall include all attorneys’ fees, litigation costs, service fees, and expenses for which Plaintiff and Plaintiff’s Counsel could claim under any legal theory whatsoever in connection with the Action.

(d) Settlement Administrator Expenses.

Upon completion of the Settlement Administrator's duties under the Agreement, the Settlement Administrator shall pay itself its actual costs in administering the settlement, up to the \$6,000.00 allocated to it for Settlement Administration Expenses.

Section 3.05 Order Approving Settlement and Judgment.

Plaintiff and Defendant will jointly submit, with the documents asking the Court to approve the settlement and this Agreement, an order based on the Settlement to be entered by the Court granting approval of the PAGA penalties and retaining jurisdiction over all matters relating to the administration, consummation, enforcement, and interpretation of the terms of this Agreement and entering judgment thereon and closing the case, after submission of proof by the administrator of the payment of all funds enumerated in the Settlement.

Article IV.

Limitations On Use Of This Settlement.

Section 4.01 No Admission.

Defendant denies liability for any claims alleged by Plaintiff on her own behalf or on behalf of the State of California and any of its agencies, including but not limited to the Department of Industrial Relations, Division of Labor Standards Enforcement, and Labor Workforce and Development Agency, and the Aggrieved Employees upon any claim or cause of action. This Agreement does not constitute, and is not intended to constitute, an admission by Defendant as to the merits, validity, or accuracy of any of the allegations or claims made against it in the Action.

Nothing in this Agreement, nor any action taken in implementation thereof, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued or used during the course of the negotiations leading to this Agreement, is intended by the Parties to constitute, nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in this case or 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. The Parties themselves agree not to introduce, use, or admit this Agreement, directly or indirectly, in this case or

any other judicial, arbitral, administrative, investigative or other forum or proceeding, as purported 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, or for any other purpose. Notwithstanding the foregoing, this Agreement may be used in any proceeding before the Court that has as its purpose the interpretation, implementation, or enforcement of this Agreement or any orders or judgments of the Court entered in connection with the Agreement.

None of the documents produced or created by Plaintiff or the Aggrieved Employees in connection with the Action or this Agreement constitute, and they are not intended to constitute, an admission by Defendant 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.

Section 4.02 Non-Evidentiary Use.

Neither this Agreement nor any of its terms shall be offered or used as evidence by any of the Parties, or their respective counsel in the Action or in any other action or proceeding; provided, however, this shall not prevent this Agreement from being used, offered, or received in evidence in any proceeding to enforce, construe, or finalize this Agreement and to secure its approval by the Court.

Section 4.03 Nullification.

- (a) If the Court should for any reason refuse to approve the payment of PAGA penalties as described in this Agreement, then (1) except as set forth in this section 4.03, subdivisions (b) and (c), this Agreement shall be considered null and void, and (2) neither this Agreement nor any of the related negotiations or proceedings shall be of any force or effect.
- (b) If the Court does not approve the payment of PAGA penalties as described in this Agreement, the Parties agree to meet and confer to address the Court's concerns. If the Parties are unable to agree on a resolution, the Parties agree to seek the assistance of mediator Henry Bongiovi to resolve any disputes.

- (c) Invalidation of any material portion of this Agreement shall invalidate this Agreement in its entirety unless the Parties shall subsequently agree in writing that the remaining provisions shall remain in full force and effect.

Article V.

Release and Waiver of Claims.

Section 5.01 Plaintiff's and Aggrieved Employees' Release of PAGA Claims.

Upon the final approval by the Court of this Settlement and the Gross Settlement Amount being fully funded, Plaintiff and each Aggrieved Employee, shall, for the PAGA Period, fully release and forever discharge the Released Parties from the Released Claims that arose during the PAGA Period.

Article VI.

Miscellaneous Provisions

Section 6.01 Voluntariness.

This Agreement is executed voluntarily and without duress or undue influence on the part of or on behalf of any of the Parties, or of any other person, firm or other entity.

Section 6.02 Amendments.

The terms and provisions of this Agreement may be amended only by a written agreement that is both (a) signed by the Plaintiff and Defendant and their counsel and (b) approved by the Court. Any waiver of any provision of this Agreement shall not constitute a waiver of any other provision of this Agreement unless expressly so indicated otherwise.

Section 6.03 Assignment.

None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any Party, Aggrieved Employee, Plaintiff's Counsel, or Defense Counsel without the express written consent of each other Party and their respective counsel hereto. The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the Parties under this Agreement and shall not be construed to confer any right or to avail any remedy to

any other person. Plaintiff expressly warrants that she has not transferred to any person or entity any right or cause of action, or claim released by this Agreement.

Section 6.04 Non-Cooperation with Third Party Claims.

Unless compelled by a validly issued subpoena or court order, Plaintiff agrees not to invite, solicit, initiate, participate, or otherwise cooperate in any way in any legal or adversary proceedings, potential legal or adversary proceedings, or in any other public or private activity, taken against Defendant and/or any Releasees, which may be contemplated or initiated by any persons or entities not a party to this Agreement, regarding any of the claims released by this Agreement. Nothing within this Agreement is intended to prevent or interfere with Plaintiff's participation in any investigation, hearing, or proceeding conducted by any governmental agency, in accordance with applicable law.

Plaintiff and Plaintiff's Counsel also agree that they will not Solicit ("Solicit" as used here is as defined in Rule 1-400, of the California Rules of Professional Conduct), directly or indirectly, any current or former employees of Defendant to pursue a claim against Defendant, and Plaintiff will not otherwise voluntarily assist other claimants adverse to Defendant.

Plaintiff and Plaintiff's counsel represent and warrant that neither they nor anyone acting on their behalf are aware of any individual or entity who has considered or intends to file claims of any nature against the Defendant. Nothing in this Section 6.04 shall be construed as precluding Plaintiff's counsel from representing any person adverse to the Company in the future.

Section 6.05 Governing Law.

This Agreement shall be governed, construed, and interpreted, and the rights of the Parties shall be determined, in accordance with the laws of the State of California.

Section 6.06 Entire Agreement.

This Agreement contains the entire understanding of the Parties hereto in respect of the subject matter contained herein. This Agreement supersedes all prior agreements and understandings among the Parties hereto with respect to the settlement of the Action.

Section 6.07 Waiver of Compliance.

Any failure of any Party, and/or Plaintiff's Counsel hereto to comply with any obligation, covenant, agreement, or condition herein may be expressly waived in writing, to the extent permitted under applicable law, by the Party or Parties and their respective counsel hereto entitled to the benefit of such obligation, covenant, agreement, or condition. A waiver or failure to insist upon strict compliance with any representation, warranty, covenant, agreement, or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

Section 6.08 Counterparts.

This Agreement, and any amendments hereto, may be executed in any number of counterparts and any Party and/or their respective counsel hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. A scanned or faxed signature shall be valid as an original signature.

Section 6.09 Attorneys' Fees and Costs.

Except as expressly provided herein, Defendant and Plaintiff shall each bear its/her own attorney's fees and costs.

Section 6.10 Dispute(s).

Should any dispute(s) arise among the Parties or their respective counsel regarding the implementation or interpretation of this Agreement, Plaintiff's Counsel and Defendant's Counsel shall meet and confer in an attempt to reach a resolution. If the Parties are unable to reach a resolution, they agree to submit any such dispute(s) to Henry Bongiovi for binding resolution. Except as expressly provided herein, this Agreement has not been executed in reliance upon any other written or oral representations or terms, and no such extrinsic oral or written representations or terms shall modify, vary or contradict its terms. In entering into this Agreement, the Parties agree that this Agreement is to be construed according to its terms and may not be varied or contradicted by extrinsic evidence. The Agreement will be interpreted and enforced under the laws of the State of California, both in its procedural and substantive aspects, without regard to its conflict of laws provisions. Any claim arising out of or relating to the Agreement, or the subject matter hereof, will be resolved solely

and exclusively in the Superior Court of the State of California for the County of San Diego. The foregoing is only limited to disputes concerning this Agreement and in no way limits or negates the enforceability and effect of the underlying arbitration agreement signed by Defendant and the SEIU UNITED SERVICE WORKERS WEST, (SEIU-USWW), CTW of San Diego, California (“Union”), obligating Union members to arbitrate any and all claims on an individual (and not on a class or collective) basis. Plaintiff, on her own behalf and on behalf of the Aggrieved Employees, and Defendant participated in the negotiation and drafting of this Agreement and had available to them the advice and assistance of independent counsel. As such, neither Plaintiff nor Defendant may claim that any ambiguity in this Agreement should be construed against the other.

Section 6.11 Fair Settlement

Plaintiff, Defendant, Plaintiff’s Counsel, and Defendant’s Counsel believe that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiation, taking into account all relevant factors, current and potential, and is consistent with public policy, and fully complies with applicable provisions of law.

Section 6.12 Binding.

This Agreement shall bind and inure to the benefit of the Parties hereto and to their respective successors, assigns, legatees, heirs, and personal representatives.

Section 6.13 Waiver of Appeals.

The Parties waive all appeals from the Court’s approval of the PAGA penalties, unless the Court materially modifies the settlement and/or the PAGA penalties.

Section 6.13 Continuing Jurisdiction.

The Court shall retain exclusive and continuing jurisdiction of this Action over all Parties and Aggrieved Employees to interpret and enforce the terms, conditions and obligations of this Agreement pursuant to Code of Civil Procedure section 664.6.

Article VII.

Confidentiality

Section 7.01 Confidentiality.

Plaintiff and her Counsel agree that they have not and will not publish the Agreement. In response to any inquiries Plaintiff will state that “the case was resolved and it was resolved confidentially” or words to that effect. Plaintiff’s Counsel shall not report the Agreement or its content in any medium or in any publication, shall not post or report anything regarding the claims of Plaintiff or the Aggrieved Employees on their website, and shall not contact any reporters or media regarding the Agreement or its content. However, Plaintiff’s attorneys are authorized to make a limited disclosure to the Court and the LWDA for the purposes of obtaining the approval of the settlement. This disclosure is limited to court filings and electronic submission of settlement documents to the LWDA and neither Plaintiff nor her counsel or representatives are permitted to disseminate or publish, distribute, or discuss the information provided to the Court in those filings outside the filings themselves and any hearing held on those filings, unless ordered otherwise by the Court. However, nothing in this Agreement shall preclude Plaintiff’s counsel from identifying the terms of this settlement to any future tribunal for purposes of establishing Plaintiff’s counsel’s adequacy as class counsel or as PAGA counsel.

IN WITNESS WHEREOF, the Parties have executed this Private Attorneys General Act Settlement Agreement on the date set forth below.

APPROVED AND ACCEPTED.

Dated: May 12, 2021

By: *Rosa Gomez*
Rosa Gomez (May 12, 2021 12:58 PDT)
Rosa Gomez Felix

Dated: _____

Westland Services, Inc., dba Sandstrand

By: _____
Printed Name: _____
Title: _____

[ATTORNEYS’ SIGNATURES ON FOLLOWING PAGE]

Plaintiff and her Counsel agree that they have not and will not publish the Agreement. In response to any inquiries Plaintiff will state that "the case was resolved and it was resolved confidentially" or words to that effect. Plaintiff's Counsel shall not report the Agreement or its content in any medium or in any publication, shall not post or report anything regarding the claims of Plaintiff or the Aggrieved Employees on their website, and shall not contact any reporters or media regarding the Agreement or its content. However, Plaintiff's attorneys are authorized to make a limited disclosure to the Court and the LWDA for the purposes of obtaining the approval of the settlement. This disclosure is limited to court filings and electronic submission of settlement documents to the LWDA and neither Plaintiff nor her counsel or representatives are permitted to disseminate or publish, distribute, or discuss the information provided to the Court in those filings outside the filings themselves and any hearing held on those filings, unless ordered otherwise by the Court. However, nothing in this Agreement shall preclude Plaintiff's counsel from identifying the terms of this settlement to any future tribunal for purposes of establishing Plaintiff's counsel's adequacy as class counsel or as PAGA counsel.

IN WITNESS WHEREOF, the Parties have executed this Private Attorneys General Act Settlement Agreement on the date set forth below.

APPROVED AND ACCEPTED.

Dated: _____

By: _____
Rosa Gomez Felix

Dated: 5/12/2021

Westland Services, Inc., dba Sandstrand

By: [Signature]
Printed Name: Juan Carlos Soriano
Title: President

[ATTORNEYS' SIGNATURES ON FOLLOWING PAGE]

**APPROVED AS TO FORM AND
ATTORNEY OBLIGATIONS ONLY**

Dated: May 12, 2021

Haines Law Group, APC

By 

Paul K. Haines
Tuvia Korobkin
Attorneys for Plaintiff
Rosa Gomez Felix

Dated: _____, 2021

SOLOMON WARD SEIDENWURM &
SMITH, LLP

By _____
Daniel Gardenswartz
Jing Y. Li
Attorneys for Defendant
Westland Services, Inc., dba Sandstrand

**APPROVED AS TO FORM AND
ATTORNEY OBLIGATIONS ONLY**

Dated: _____, 2021

Haines Law Group, APC

By _____
Paul K. Haines
Tuvia Korobkin
Attorneys for Plaintiff
Rosa Gomez Felix

Dated: May 12, 2021

SOLOMON WARD SEIDENWURM &
SMITH, LLP

By  _____
Daniel Gardenswartz
Jing Y. Li
Attorneys for Defendant
Westland Services, Inc., dba Sandstrand

EXHIBIT A

[CLAIMS ADMINISTRATOR LETTERHEAD]

Mailing Date

NOTICE OF SETTLEMENT

*Re: Rosa Gomez Felix v. Westland Services, Inc., et al., San Diego County Superior Court
Case No. 37-2020-00015385-CU-OE-CTL, filed May 26, 2020 (the "Lawsuit")*

A settlement has been reached in the above-referenced Lawsuit.

On [date], 2021, the San Diego Superior Court issued an Order approving the settlement of claims brought pursuant to the Private Attorneys General Act of 2004 ("PAGA"). The Court approved a Settlement in the amount of \$340,000.00. After accounting for Plaintiff's attorney's fees of \$136,000.00 and costs of \$[amount]; Plaintiff's service award of \$5,000.00; and settlement administration costs of \$6,000.00; the remaining amount will be \$[amount] (the "PAGA Penalties"). Pursuant to California law the State of California will receive \$[amount] (75% of the PAGA Penalties as required by law) and the eligible current and former non-exempt employees of Westland Services, Inc. ("Westland") are receiving a pro rata share of the remaining \$[amount] (25% of the PAGA Penalties) based upon the number of pay periods he/she worked for Westland from April 6, 2019 through [date the Court approves settlement]. The amount that you receive is based on the number of pay periods that you worked for Westland from April 6, 2019 through [date the Court approves settlement].

By way of this Settlement, Westland has been released from any and all claims under the PAGA relating to any and all facts and claims for PAGA penalties that were asserted in the Lawsuit, or could have been asserted under PAGA based on the facts alleged in the Lawsuit, including but not limited to any and all claims for PAGA penalties for violations of the California Labor Code governing: overtime wages, minimum wage for all hours worked, statutorily mandated rest periods and rest period premiums, statutorily mandated meal periods and meal period premiums, final wages and compensation at the time of separation, accurate itemized wage statements, reimbursement of necessary business expenses, payment of wages, and maintenance of accurate records on behalf of aggrieved employees (the "Released Claims"). Specifically, the Released Claims are claims for civil penalties under PAGA for violations of Labor Code §§ 201-203, 204, 226, 226.7, 510, 512, 516, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1198, 2802, and 2804.

Westland denies any liability or wrongdoing and contends, among other things, that it has complied at all times with the California Labor Code, the related California Wage Orders, and all other state and federal wage laws, and further contends that the Lawsuit is without merit.

You are receiving money under the Settlement because you are or were a non-exempt employee of Westland within the State of California who worked one or more pay periods from April 6, 2019 through [date the Court approves settlement]. Your settlement amount is <<\$ Amount>>. Your enclosed check is valid for 180 days from the date of its issuance. After that date, you cannot cash the check and it will be null and void. Funds attributable to such uncashed checks will be sent to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code section 1500 *et seq.*, in your name. **Even if you fail to cash the enclosed check, you will still be deemed to have waived all PAGA claims based on or arising from the Lawsuit, including all claims set forth in the release of claims described above.** However, nothing in this Settlement releases your individual wage and hour claims.

	<u>For Questions About the Settlement, Your Check, or Address Information, Please Contact:</u> Phoenix Settlement Administrators [INSERT CONTACT INFORMATION]
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