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Attorneys for Plaintiff, MARIA QUINTANA, individually
and on behalf of other individuals similarly situated

SUPERIOR COURT FOR THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

MARIA QUINTANA, individually and on
behalf of other individuals similarly situated,

Plaintiff,

v.

NOVOLEX BAGCRAFT INC., a Delaware
corporation; WNA COMET WEST, INC., a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

CASE NO. 20STCV22580

Assigned to Hon. William F. Highberger,
Dept. 10

**PAGA REPRESENTATIVE ACTION
SETTLEMENT AGREEMENT AND
RELEASE**

Complaint Filed: June 23, 2020

This Settlement and Release is made and entered into between: Plaintiff Maria Quintana individually and on behalf of all PAGA Aggrieved Employees (as defined herein), and WNA Comet West, Inc., subject to approval from the Court, as provided below. This Representative Action Settlement and Release is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the Released PAGA Claims upon and subject to the terms and conditions hereof, as follows:

DEFINITIONS

1. "Action" refers to the civil action entitled *Maria Quintana v. WNA Comet West, Inc* Los Angeles County Superior Court, Case No. 20STCV22580.

2. **“Agreement”** refers to this PAGA Representative Action Settlement and Release.

3. **“Approval Order”** refers to the order issued and entered by the Court following a Motion for approval of this Settlement.

4. **“Complaint”** refers to the Complaint filed on June 10, 2020, in this Action.

5. **“Defendant”** refers to Defendant WNA Comet West, Inc.

6. **“Defendant’s Counsel”** refers to Fisher Phillips, LLP. For purposes of providing any notices required under this Settlement, Defendant’s Counsel shall refer to: Anet Castro Drapalski, 444 South Flower Street, Suite 1500, Los Angeles, CA 90071.

7. **“Eligible Workweeks”** refers to a workweek in which a PAGA Aggrieved Employee was employed by Defendant in California during the period of June 10, 2019 through the date on which approval of this Agreement is granted.

8. **“Escalator Payment”** refers to an additional pro rata amount that Defendant will pay in addition to the Gross Settlement Amount if the total number of Settlement workweeks worked by PAGA Aggrieved Employees during the period of June 10, 2019 through April 1, 2021 exceeds 5,521 by more than 10%, as defined in Paragraph 39 of this Agreement.

9. **“Gross Settlement Amount”** refers to the maximum settlement payment Defendant may be obligated to make in connection with the Settlement, which in this case is no more than \$100,000.00. This sum shall include all attorneys’ fees, costs, and expenses (both those incurred to date and those to be incurred), settlement administration fees and expenses, any service payment (incentive award) to Plaintiff, and the amounts paid to the Labor & Workforce Development Agency

1 (“LWDA”) and all PAGA Aggrieved Employees. No portion of the Gross Settlement Amount shall
2 revert to Defendant.

3 10. **“Individual Settlement Payment”** refers to the amount calculated by the Settlement
4 Administrator to be distributed to each individual PAGA Aggrieved Employee.

5 11. **“Judgment”** refers to the final judgment by the Court after approval of the Settlement.

6 12. **“LWDA”** refers to the California Labor & Workforce Development Agency.

7 13. **“LWDA Payment”** refers to seventy-five percent (75%) of the Net Settlement Amount
8 that constitutes the LWDA’s share of the settlement of civil penalties paid under this Settlement
9 pursuant to the PAGA.

10 14. **“PAGA”** refers to the Private Attorneys General Act of 2004.

11 15. **“PAGA Aggrieved Employees”** means all non-exempt employees who worked for
12 Defendant in California from June 10, 2019 through the date that the Court grants approval of the
13 settlement.

14 16. **“PAGA Aggrieved Employee”** refers to an individual PAGA Aggrieved Employees.

15 17. **“PAGA Period”** means June 10, 2019 through the date that the Court grants approval of
16 the settlement.

17 18. **“Plaintiff”** refers to Maria Quintana, named Plaintiff in this Action.

18 19. **“Plaintiff’s Counsel”** refers to Bradley/Grombacher, LLP, and the Law Offices of Sahag
19 Majarian II. For purposes of providing any notices required under this Settlement, Plaintiff’s
20 Counsel shall refer to: (1) Marcus J. Bradley, Kiley L. Grombacher, and Lirit A. King, 31365 Oak
21 Crest Drive, Suite 240, Westlake Village, CA 91631; and (2) Sahag Majarian II, 18250 Ventura
22 Boulevard, Tarzana, CA 91356.

23 20. **“Released PAGA Claims”** refers to those claims defined in Paragraph 43 of this
24 Agreement. The Released PAGA Claims shall apply to all PAGA Aggrieved Employees.

25 21. **“Released Parties”** refers to Defendant and Novolex Holdings, Inc. and any parent,
26 subsidiary, affiliate, predecessor or successor of Defendant or Novolex Holdings, Inc., including but
27 not limited to Novolex Bagcraft, Inc. and all agents, employees, officers, directors and attorneys
28 thereof.

22. "Settlement" refers to the terms of this Agreement.

23. "Settlement Administrator" refers to the third party administrator, who has been mutually selected by the Parties, subject to Court approval, to perform the notice, claims administration, and distribution of payment functions further described in this Settlement. The Settlement Administrator shall establish its own employer identification number and file an Internal Revenue Service Form W-9. The Settlement Administrator shall meet all of the requirements to establish a Qualified Settlement Fund ("QSF") pursuant to U.S. Treasury Regulation Section 468B-1.

PROCEDURAL HISTORY AND RECITALS

24. **The Action.** On June 10, 2020 Plaintiff submitted a letter to the LWDA alleging that Defendant had engaged in various violations of the California Labor Code. Plaintiff filed a complaint on the same day. A first amended complaint was filed on October 15, 2020 adding an eighth cause of action pursuant to PAGA. On October 28, 2020 Plaintiff's class causes of action were dismissed and this Action proceeded as a PAGA only lawsuit.

25. **Investigation by Plaintiff's Counsel.** Plaintiff's Counsel investigated the claims against Defendant in the Action, and also analyzed all applicable defenses raised by Defendant.

26. **Defendant's Denials.** Defendant denies and continues to deny: (a) all of the allegations made in the Action; (b) that it violated any applicable laws; and (c) that it is liable or owes damages, penalties, or other compensation or remedies to anyone with respect to the alleged facts or claims asserted in the Action. Defendant emphasizes that the Court has not made any findings of liability as to Defendant. Nonetheless, without admitting or conceding any liability or wrongdoing whatsoever and without admitting or conceding that representative treatment is appropriate for any purpose other than settlement purposes alone, Defendant has agreed to settle the Action to avoid the burden, expense, and uncertainty of continuing the Action. Any stipulations or statements by Defendant contained in this Agreement are made for settlement purposes only.

27. **Evaluation of Plaintiff's Counsel.** Based on Plaintiff's Counsel's investigation and evaluation, Plaintiff's Counsel are of the opinion that the terms set forth in this Settlement are fair, reasonable, adequate, and in the best interest of the PAGA Aggrieved Employees. Plaintiff's

1 Counsel diligently and effectively investigated Plaintiff's claims, drafted the Complaint, reviewed
2 and analyzed documents produced, and attended mediation. Plaintiff's Counsel are of the belief that
3 the risk of further litigation resulting in no recovery of any relief for Plaintiff, and the PAGA
4 Aggrieved Employees was a very significant factor in determining that this Settlement is fair,
5 reasonable, and adequate

6 **28. The Parties' Intent.** It is the desire of the Parties to fully, finally, and forever settle,
7 compromise, and discharge any and all claims, rights, demands, charges, complaints, causes of
8 action, obligations or liability of any and every kind that were or could have been asserted in the
9 Action.

10 **29. The Parties' Agreement to Cooperate.** The Parties agree to cooperate and to take all
11 steps necessary and appropriate to effectuate all aspects of this Settlement.

12 **30. Conditional Stipulation to Approval of the Representative Action:** The Parties hereby
13 stipulate to approval of the representative action for purposes of settlement only.

14 **SETTLEMENT ADMINISTRATOR**

15 **31. Settlement Administrator.** The Parties request that the Court appoint ILYM Group,
16 Inc., as Settlement Administrator. All disputes relating to the Settlement Administrator's
17 performance of its duties, after good-faith efforts by the Parties to first resolve such disputes, will be
18 referred to the Court, if necessary, which will have continuing jurisdiction over this Settlement until
19 all payments and obligations contemplated by this Settlement have been fully completed.

20 **32. Data for Settlement Administrator.** Within fourteen (14) calendar days of a Court
21 order approving this settlement, Defendant shall: provide the Settlement Administrator, which shall
22 be formatted as a Microsoft Excel spreadsheet or Microsoft Word Document, with the following
23 information for each PAGA Aggrieved Employee: his/her full name; social security number; last
24 known address; last known telephone number; and number of Compensable Workweeks for each
25 PAGA Aggrieved Employee.

DISTRIBUTION OF SETTLEMENT PROCEEDS

33. **Gross Settlement Amount.** Defendant agrees to pay a maximum of \$100,000.00 toward the Gross Settlement Amount.

34. **Funding of Gross Settlement Amount.** Defendant shall deposit the Gross Settlement Amount into the Qualified Settlement Fund established by the Settlement Administrator within thirty (30) days of Court approval of this settlement.

35. **Attorneys' Fees and Costs.** Plaintiff's Counsel intend to request—and Defendant agrees not to oppose—that the Court approve an attorneys' fees and costs award for (a) attorneys' fees in the amount up to one-third of the Gross Settlement Amount; and (b) costs supported by adequate documentation by Plaintiff's Counsel not to exceed \$15,000. Except as provided in this Settlement, Defendant shall have no liability for any other attorneys' fees or costs.

a. **Approval of Attorneys' Fees and Costs Award Not Material.** The Court's approval of an attorneys' fees or costs award is not a material term of the Settlement. If the Court does not approve or approves only a lesser amount than that requested by Plaintiff's Counsel for attorneys' fees or costs, the other terms of this Settlement shall still apply. The Court's refusal to approve the attorneys' fees or costs award requested by Plaintiff's Counsel does not give Plaintiff or Plaintiff's Counsel any basis to abrogate the Settlement. Any amount of an attorneys' fees and costs award requested by Plaintiff's Counsel but unapproved by the Court shall be allocated to the Net Settlement Amount.

b. **Timing of Payment of Attorneys' Fees and Costs.** The Settlement Administrator shall pay to Plaintiff's Counsel any approved attorneys' fees and costs award within fourteen (14) calendar days of receiving the Gross Settlement Amount. The Settlement Administrator shall issue an Internal Revenue Service Form 1099 to Plaintiff's Counsel for any attorneys' fees and costs award payment. Plaintiff's Counsel shall be solely and legally responsible for paying all applicable taxes on any attorneys' fees and costs award payments and shall indemnify and hold harmless Defendant from any claim or liability for taxes, penalties, or interest arising as a result of the payment.

1 **36. Settlement Administration Costs.** Plaintiff's Counsel intends to request—and
2 Defendant agree not to oppose—that the Court approve Settlement Administration Costs in a
3 reasonable amount. The Settlement Administration Costs approved by the Court will be paid from
4 the Gross Settlement Amount. Any amount of Settlement Administration Costs requested by
5 Plaintiff's Counsel but unapproved by the Court shall be allocated equally to the Net Settlement
6 Amount. Upon completion of administration of the settlement set forth in this Settlement, the
7 Settlement Administrator shall provide written certification of such completion to Plaintiff's Counsel
8 and Defendant's Counsel.

9 **a. Timing of Settlement Administration Costs Payment.** The Settlement
10 Administrator shall deduct any approved Settlement Administration Costs from the
11 Gross Settlement Amount within fourteen (14) calendar days of receiving the Gross
12 Settlement Amount.

13 **37. Service Payment.** Plaintiffs' Counsel will request that the Court approve an
14 enhancement award to Plaintiff not to exceed \$5,000. Defendant will not oppose this request. The
15 service payment shall be paid out of the PAGA Settlement Amount.

16 **a. Timing of Service Payment.** The Settlement Administrator shall pay the Service
17 Payment to Plaintiff within fourteen (14) calendar days of receiving the Gross
18 Settlement Amount. The Settlement Administrator shall issue an Internal Revenue
19 Service Form 1099 to Plaintiff for the Service payment. Plaintiff shall be solely and
20 legally responsible for paying all applicable taxes on any Service payment and shall
21 indemnify and hold harmless Defendant from any claim or liability for taxes,
22 penalties, or interest arising as a result of the payment.

23 **38. LWDA Payment.** The Parties will seek approval from the Court for an LWDA Payment
24 consisting of seventy-five percent (75%) of the Net Settlement Amount as the LWDA's share of the
25 settlement of civil penalties paid under this Settlement pursuant to PAGA. The remaining twenty-
26 five percent (25%) of the Net Settlement Amount will constitute the PAGA Distribution Fund for
27 distribution to PAGA Aggrieved Employees.

1 a. **Timing of LWDA Payment.** The Settlement Administrator shall submit the LWDA
2 Payment to the LWDA within fourteen (14) calendar days of receiving the Gross
3 Settlement Amount.

4 **39. Individual Settlement Payments.** Each PAGA Aggrieved Employee will be eligible to
5 receive a portion of the Net Settlement Amount based on the following formula:

- 6 a. The individual PAGA Settlement Share payment to a PAGA Aggrieved Employee
7 will be calculated by dividing the number of Eligible Workweeks attributed to the
8 PAGA Aggrieved Employee by all Eligible Workweeks attributed to PAGA
9 Aggrieved Employees multiplied by the PAGA Fund. Otherwise stated, the formula
10 for a PAGA Aggrieved Employee is: (individual's Eligible Workweeks + total PAGA
11 Settlement Eligible Workweeks) x PAGA Distribution Fund.
- 12 b. Prior to the mediation, the Parties estimated 5,521 workweeks for PAGA Aggrieved
13 Employees between June 10, 2019 and April 1, 2021 with biweekly pay periods. The
14 Parties agree that Defendant will not be required to make any payment in excess of
15 the Gross Settlement Amount if, at the time of Court approves the Settlement, the
16 number of Settlement workweeks during the period of June 10, 2019 through April 1,
17 2021 is 5,521 or fewer. If the total number of Settlement workweeks worked by
18 Aggrieved Employees during the period of June 10, 2019 through April 1, 2021
19 exceeds 5,521 by more than 10%, then Defendant will pay an additional pro rata
20 amount for that amount in excess of 10% (i.e. if it is 11%, then Defendant shall pay
21 an additional 1%). ("Escalator Payment").
- 22 c. Defendant's time and payroll records regarding the number of Eligible Workweeks
23 worked for each PAGA Aggrieved Employee shall be used for purposes of calculating
24 individual settlement payments. Defendant's records shall be determinative for
25 purposes of calculating the number of weeks worked and any payments to PAGA
26 Aggrieved Employees.
- 27 d. The Settlement Administrator shall issue the checks constituting the Individual
28 Settlement Payments within fourteen (14) calendar days of receiving the Gross

1 Settlement Amount.

- 2 e. Individual Settlement Payments will be characterized as 100% Form 1099 income.

3 Any settlement checks distributing Individual Settlement Payments returned to the
4 Settlement Administrator as undeliverable shall be sent within 5 calendar days via
5 First Class U.S. Mail to the forwarding address affixed thereto. If no forwarding
6 address is provided, the Settlement Administrator shall attempt to determine the
7 correct address using a single computer skip-trace search, and it shall then perform a
8 re-mailing within 10 calendar days. After 180 days from the date of their mailing by
9 the Settlement Administrator, any uncashed checks will be void and sent to the State
10 of California Department of Industrial Relations, Unclaimed Waged Fund in the
11 PAGA Aggrieved Employee's name who did not cash or negotiate his or her check.
12 The Settlement Administrator shall notify Plaintiff's Counsel and Defendant's
13 Counsel of any undeliverable checks.

14 40. **Tax Payment Considerations.** Plaintiff's Counsel and Defendant's Counsel are not
15 giving any tax advice in connection with the Settlement or any payments to be made pursuant to the
16 Settlement.

17 41. **No Tax Advice or Liability.** Each PAGA Aggrieved Employee agrees to indemnify, and
18 to hold harmless, Defendant from any liability for taxes, fees, costs, or assessments resulting from
19 his or her failure to timely pay taxes, interest, fees, or penalties owed.

20 42. **No ERISA Impact.** None of the payments made pursuant to the Settlement shall be
21 considered for purposes of determining eligibility for, vesting or participation in, or contributions to
22 any benefit plan, including, without limitation, all plans subject to the Employee Retirement and
23 Income Security Act of 1974 ("ERISA"). Any distribution of payments to Plaintiff, Diaz, or PAGA
24 Aggrieved Employees shall not be considered as a payment of wages or compensation under the
25 terms of any applicable benefit plan and shall not affect participation in, eligibility for, vesting in,
26 the amount of any past or future contribution to, or level of benefits under any applicable benefit
27 plan. Any amounts paid will not impact or modify any previously credited hours of service or
28 compensation taken into account under any benefit plan sponsored or contributed to by Defendants

1 or any jointly-trusted benefit plan. For purposes of this Settlement, "benefit plan" means each and
2 every "employee benefit plan," as defined in 29 U.S.C. Section 1002(3), and, even if not thereby
3 included, any 401(k) plan, bonus, pension, stock option, stock purchase, stock appreciation, welfare,
4 profit sharing, retirement, disability, vacation, severance, hospitalization, insurance, incentive,
5 deferred compensation, or any other similar benefit plan, practice, program, or policy.

6 RELEASES

7 43. **Release by PAGA Aggrieved Employees.** By operation of the entry of the Approval
8 Order and Judgment, and except as to such rights or claims as may be created by this Settlement,
9 Plaintiff and each PAGA Aggrieved Employee will release Released Parties from any and all claims,
10 debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, action
11 or causes of action contingent or accrued for, during the time period June 10, 2019 through the date
12 that the Court grants approval of the settlement, arising out of the PAGA claim asserted in the
13 operative complaint and/or the LWDA letter offered based upon the following: 1) failure to provide
14 meal periods; 2) failure to provide rest periods, 3) failure to pay overtime wages, 4) failure to pay
15 minimum wages, 5) failure to pay all wages due to discharged and quitting employees, 6) failure to
16 furnish accurate itemized wage statements, and 7) failure to adopt standards that minimize excessive
17 indoor heat. This release shall include a release for PAGA claims under California Labor Code
18 Sections 201-203, 226, 226.3, 226.7, 510, 512, 558, 1174, 1182.12, 1194, 1198, and 6720.

19 44. **Additional Release by Plaintiff.** In addition to the release given by each PAGA
20 Aggrieved Employee, Plaintiff agrees to further release the Released Parties from any and all claims,
21 demands, rights, liabilities, and/or causes, of any form whatsoever, arising under federal, state or
22 local wage-and-hour laws, rules, or regulations, whether known or unknown, unforeseen,
23 unanticipated, unsuspected or latent, that have been or could have been asserted by Plaintiff, or the
24 heirs, successors and/or assigns of Plaintiff, whether directly, indirectly, representatively,
25 derivatively or in any other capacity, arising at any time prior to the date that the court grants
26 approval of the settlement. As to the Plaintiff's Released Claims only, Plaintiff expressly waives all
27 rights and benefits under the terms of section 1542 of the California Civil Code. Section 1542 reads
28 as follows:

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48. **Entry of Judgment.** Upon issuance of the Approval Order, the Parties shall request that the Court enter Judgment in the case.

49. **Effect of Failure to Obtain Judgment.** In the event the Court fails to enter Judgment in accordance with this Settlement, or such final judgment is vacated or reversed, the Action shall proceed as if no settlement had been attempted, unless the Parties jointly agree to seek reconsideration or appellate review of the ruling or Court approval of a renegotiated settlement.

MISCELLANEOUS

50. **Interim Stay of Proceedings.** The Parties agree to refrain from further litigation, except such proceedings necessary to implement and to obtain an Approval Order of the terms of the Settlement. If the Settlement is not finally approved, the Parties agree that they will revert to their positions in the lawsuit prior to the time the Settlement was reached, and no agreements set forth in this Settlement or any documents generated or orders issued related to the Settlement will be admissible in any future proceeding in this or any other action.

51. **Parties' Authority.** The signatories hereto represent that they are fully authorized to enter into this Settlement and are fully authorized to bind the Parties to all terms stated herein.

52. **Entire Agreement.** This Settlement, which includes the Definitions and Recitals, constitutes the entire agreement between the Parties with regard to the subject matter contained herein, and all prior and contemporaneous negotiations and understandings between the Parties shall be deemed merged into this Settlement.

53. **Materiality of Terms.** The Parties have arrived at this Settlement as a result of arm's-length negotiations. Except as otherwise stated in this Settlement, all terms and conditions of this Settlement in the exact form set forth in this Settlement are material to this Settlement and have been relied upon by the Parties in entering into this Settlement.

54. **Counterparts.** This Settlement may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and when taken together with other signed counterparts, shall constitute one signed Settlement, which shall be binding upon and effective as to all Parties.

55. **Facsimile or Scanned Signatures.** Any party may sign and deliver this Settlement by

1 signing on the designated signature block and transmitting that signature page via facsimile, Docusign,
2 or as an attachment to an e-mail to counsel for the other party. Any signature made and transmitted by
3 facsimile or as an attachment to an e-mail for the purpose of executing this Settlement shall be deemed
4 an original signature for purposes of this Settlement and shall be binding upon the party who transmits
5 the signature page.

6 **56. Waivers and Modifications to Be in Writing.** This Settlement may be only amended or
7 modified by a written instrument signed by counsel for the Parties and approved by the Court. No rights
8 under this Settlement may be waived except in writing.

9 **57. Construction.** The determination of the terms and conditions of this Settlement has been by
10 mutual agreement of the Parties. Each party participated jointly in the drafting of this Settlement, and
11 the terms and conditions of this Settlement are not intended to be, and shall not be, construed against any
12 party by virtue of draftsmanship.

13 **58. Captions.** The captions or headings of the sections and paragraphs of this Settlement have
14 been inserted for convenience of reference only and shall have no effect upon the construction or
15 interpretation of any part of this Settlement.

16 **59. Invalidity of Any Provision.** Before declaring any provision of this Settlement invalid, the
17 Court shall first attempt to construe the provisions valid to the fullest extent possible consistent with
18 applicable precedents so as to render all provisions of this Settlement valid and enforceable.

19 **60. Further Acts and Cooperation Between the Parties.** The Parties shall cooperate fully with
20 each other and shall use their best efforts to obtain the Court's approval of this Settlement and all of its
21 terms. Each of the Parties, upon the request of another, agrees to perform such further acts and to
22 execute and to deliver such other documents as are reasonably necessary to carry out the provisions of
23 this Settlement.

24 **61. No Prior Assignments or Undisclosed Liens.** Plaintiff and Plaintiff's Counsel represent
25 and warrant that they have not assigned, transferred, conveyed, or otherwise disposed of, or purported to
26 assign, transfer, convey, or otherwise dispose of, any Released PAGA Claims or the attorneys' fees and
27 costs award to be paid pursuant to this Settlement. Plaintiff and Plaintiff's Counsel further represent and
28 warrant that there are not any liens or claims against any of the amounts to be paid by Defendant

1 pursuant to this Settlement. Plaintiff and Plaintiff's Counsel agree to defend, to indemnify, and to hold
2 Defendant harmless from any liability, losses, claims, damages, costs, or expenses, including reasonable
3 attorneys' fees, resulting from a breach of these representations or from any lien or assignment.

4 **62. Discovery of Confidential Documents and Information.** Plaintiff's Counsel agree that
5 they will destroy all confidential documents and information provided to them by Defendant within 30
6 calendar days after the completion of the administration of the Settlement. Plaintiff's Counsel further
7 agree that none of the documents and information provided to them by Defendant shall be used for any
8 purpose other than prosecution of this Action or the defense or prosecution of a malpractice action.

9 **63. No Tax Advice.** Neither Plaintiff's Counsel nor Defendant's Counsel intend anything
10 contained in this Settlement to constitute advice regarding taxes or taxability, nor shall anything in this
11 Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230
12 (31 C.F.R. Part 10, as amended) or otherwise.

13 **64. No Media Announcements.** Plaintiff, Plaintiff's Counsel, Defendant and Defendant's
14 Counsel, shall not publicize the terms or existence of the Settlement on their websites, in
15 advertising/marketing materials or on social media, other than filing documents with the Court. The
16 Parties and their counsel agree that they will not issue any press releases or initiate any contact with the
17 media about the fact, amount, or terms of the Settlement. If counsel for any Party receives an inquiry
18 about the Settlement from the media, counsel may respond only after motion for approval of the
19 Settlement has been filed. Nothing in this provision shall prevent the Parties from making any required
20 disclosure.

21 **65. Continuing Jurisdiction.** The Court shall retain jurisdiction over the implementation of this
22 Settlement as well as any and all matters arising out of, or related to, the implementation of this
23 Settlement. The Court shall not have jurisdiction to modify the terms of the Settlement without the
24 consent of all of the Parties. Should any party be required to enforce the terms of this Settlement, the
25 prevailing party shall be entitled to reasonable attorneys' fees and costs.

26 **66. Governing Law.** This Settlement was made and entered into in the State of California. All
27 terms of this Settlement shall be governed by and interpreted according to the laws of the State of
28 California.

SO AGREED AND STIPULATED:

DATED: 7/6/2021

DocuSigned by:
Maria Quintana
SD88EE74CE0F41E...
By: Maria Quintana

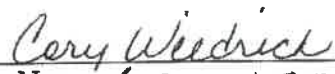
DATED:

**BRADLEY/GROMBACHER, LLP
LAW OFFICES OF SAHAG MAJARIAN II**

By: 
Marcus J. Bradley, Esq.
Sahag Majarian, II, Esq.
Attorneys for Plaintiff

DATED:

WNA COMET WEST, INC.

By: 
Name: CORY WIEDRICH
Title: VP, HUMAN RESOURCES

DATED: June 24, 2021

FISHER PHILLIPS, LLP

By: 
Anet Castro Drapalski, Esq.
Attorneys for Defendant