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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES - CENTRAL DISTRICT

NOEL LANDEROS on behalf of himself
and all other current and former aggrieved
California-based hourly non-exempt
employees,

Plaintiff,

v.

PRL GLASS SYSTEMS, INC.; and DOES 1
to 100, inclusive,

Defendants.

CASE NO. 20STCV38400

[Unlimited Jurisdiction - PAGA]

*Assigned for all purposes to the
Honorable Judge Holly Fujie, Dept. 56*

STIPULATION OF PAGA RESOLUTION

Complaint: 10-06-2020
Trial Date: None

1 This Stipulation of PAGA Resolution is made by and between the Named Plaintiff,
2 NOEL LANDEROS ("Named Plaintiff"), on his own behalf and on behalf of all members of
3 the PAGA Group, as defined below, on the one hand, and PRL GLASS SYSTEMS, INC.,
4 ("Defendant") on the other hand (collectively the "Parties"), in the lawsuit entitled *Noel*
5 *Landeros, on behalf of himself and others similarly situated v. PRL Glass Systems, Inc. and*
6 *Does 1 to 100*, filed in Los Angeles County Superior Court, Case No. 20STCV38400. This
7 Stipulation of PAGA Resolution resolves all claims that were asserted or could have been
8 asserted against Defendant arising out of the facts alleged in the Litigation.

9 **I. DEFINITIONS**

10 **A. Administrative Costs.** All administrative costs of settlement, including cost of
11 notice to the Settlement Group, administration, and any fees and costs incurred or charged by
12 the Settlement Administrator in connection with the execution of its duties under this Stipulation
13 of PAGA Resolution.

14 **B. Agreement.** The terms "Agreement" or "Settlement Agreement" are used
15 synonymously herein to mean this Stipulation of PAGA Resolution for purposes of Resolution.

16 **C. Court.** The term "Court" as used herein means the Superior Court of the State
17 of California for the County of Los Angeles.

18 **D. Date of Approval.** The terms "Date of Approval" or "Approval" as used herein
19 mean the date of the PAGA Settlement Approval Hearing.

20 **E. Defendant.** The term "Defendant" as used herein means: PRL GLASS
21 SYSTEMS, INC.

22 **F. Defense Counsel.** The term "Defense Counsel" as used herein means: FISHER
23 & PHILLIPS, LLP who are counsel for and acting on behalf of Defendant.

24 **G. LWDA.** The term "LWDA" means the Labor Workforce Development Agency.

25 **H. LWDA Payment.** The term "LWDA Payment" as used herein means seventy-
26 five percent (75%) of the remainder of the Settlement Amount after the deduction of any award
27 of attorneys' fees and Litigation costs, Administrative Costs. This amount shall be calculated as
28 follows: Settlement Amount minus (Court approved amounts for attorneys' fees, Litigation

1 costs, and Administrative Costs) times 75%.

2 **I. Litigation.** The term "Litigation" as used herein means the action entitled filed
3 in Los Angeles County Superior Court, Case No. 20STCV38400.

4 **J. Named Plaintiff.** The term "Named Plaintiff" as used herein means NOEL
5 LANDEROS. The term Named Plaintiff shall be used synonymously with the term PAGA
6 Representative.

7 **K. Net Settlement Amount.** The term "Net Settlement Amount" as used herein
8 means the Settlement Amount minus any award of attorneys' fees and Litigation costs,
9 Administrative Costs, enhancement to Named Plaintiff, and the seventy-five percent (75%) of
10 penalties payable to the LWDA (the "LWDA Payment" as defined above) pursuant to
11 California's Private Attorneys General Act ("PAGA"), and as provided in Sections VI, VIII(C),
12 X, and XI.

13 **L. Net Settlement Payments.** The term "Net Settlement Payment(s)" shall include
14 payments made to the Settlement Group as part of the Resolution.

15 **M. Notice of Resolution.** The Notice of PAGA Resolution is the document attached
16 hereto as Exhibit "A."

17 **N. PAGA Group or Aggrieved Employee(s).** The PAGA Group is defined as: All
18 persons within the State of California who are or were employed by Defendant as hourly, non-
19 exempt employees in the State of California at any time within the PAGA Period.

20 **O. PAGA List.** A list of the Aggrieved Employees including: (1) name; (2) last
21 known home address; (3) number of pay periods as a PAGA Group member during the PAGA
22 period; and (4) social security number.

23 **P. PAGA Period.** The term "PAGA Period" or "Settlement Period" shall refer to the
24 time period from July 31, 2019 to March 15, 2021.

25 **Q. Plaintiff's Counsel.** The term "Plaintiff's Counsel" as used herein means: LAVI
26 & EBRAHIMIAN, LLP who are counsel for and acting on behalf of Named Plaintiff.

27 **R. Resolution.** The term "Resolution" as used herein means this Agreement to
28 resolve the Litigation.

1 **S. Settlement Administrator.** The term "Settlement Administrator" as used herein
2 means CPT Group, Inc., which will be responsible for the administration of the Settlement
3 Payment, as defined below, and all related matters.

4 **T. Settlement Agreement.** The terms "Settlement Agreement" or "Agreement" are
5 used synonymously herein to means this Stipulation of PAGA Resolution.

6 **U. Settlement Amount.** The terms "Settlement Amount" and "Gross Settlement
7 Fund" as used herein mean a fund in the sum of Four Hundred Fifty Thousand dollars and zero
8 cents (\$450,000.00) which shall be paid by Defendant, and from which all Net Settlement
9 Payments, Court approved attorneys' fees and litigation costs pursuant to Section X,
10 Administrative Costs pursuant to Section VI, enhancement to Named Plaintiff pursuant to
11 Section XI, and distribution to the LWDA pursuant to Section VIII(C) shall be paid, except as
12 provided herein. The Settlement Amount is for approximately 30,200 pay periods during the
13 PAGA period. In the event the actual number of the pay periods during the PAGA period
14 increase by more than 10% from the 30,200 pay periods, the Settlement Amount shall increase
15 proportionately over the 10%, i.e. meaning that if the total pay periods increased by 11%, the
16 Settlement Amount will increase by 1%.

17 **II. BACKGROUND**

18 **A.** On July 31, 2020, Named Plaintiff submitted a letter to the LWDA alleging
19 violations of wage and hour laws including failure to pay all minimum wages, failure to pay all
20 overtime wages, failure to provide meal breaks, failure to provide rest breaks, failure to provide
21 accurate wage statements, failure to timely pay final wages, and failure to provide suitable seats.
22 On October 6, 2020, Named Plaintiff filed the Litigation alleging a single case of action for
23 penalties pursuant to Labor Code § 2699(f) for alleged violations and penalties under Labor
24 Code §§2699(f), 201, 202, 203, 226, 226.3, 226.7, 510, 512, 1194, 1197, and 1198 as well as
25 the IWC Wage Order. In the Litigation, Named Plaintiff alleges that Defendant failed to provide
26 meal breaks and failed to authorize and permit legally compliant rest breaks each day and failed
27 to provide premium pay for the alleged meal and rest break violations. Named Plaintiff further
28 alleges that minimum, overtime and double time wages were not properly paid. Moreover,

1 Named Plaintiff alleges that the employees received inaccurate wage statements and were not
2 paid all wages owed upon termination and/or resignation. Finally, Named Plaintiff alleges that
3 suitable seats were not provided in compliance with the IWC Wage Order.

4 **B.** Following the filing of the action, counsel for the Parties met and conferred with
5 respect to the potential settlement of the Litigation. Pursuant to these discussions, the Parties
6 agreed to exchange informal discovery and engage in private mediation. The Parties
7 subsequently exchanged informal discovery, including: a substantial sampling of the
8 timekeeping and payroll records of the PAGA Group; information and documentation
9 concerning the claims set forth in the Litigation, such as Defendants' employee handbooks and
10 policies and procedures regarding the payment of wages, meal and rest breaks, and time keeping;
11 facility layout and distance measurements of time clocks relative to break rooms; information
12 regarding the number of putative PAGA Group members and the number of current versus
13 former employees; and the total workweeks and pay periods worked by the PAGA Group.

14 **C.** Named Plaintiff and Plaintiff's Counsel have engaged in good faith, arms-length
15 negotiations. On January 15, 2021, the Parties participated in a mediation before mediator Todd
16 A. Smith (Law Office of Todd A. Smith, <http://www.toddasmith.com/>) and reached a resolution
17 of this matter, subject to the Approval of the Court, and finalization of a formal Stipulation of
18 PAGA Resolution. The Parties have now entered into a more detailed, formalized Settlement
19 Agreement for submission to the Court for Approval.

20 **D.** Plaintiff's Counsel has conducted an investigation of the law and facts relating
21 to the claims asserted in the Litigation and has concluded, taking into account the sharply
22 contested issues involved, the expense and time necessary to pursue the Litigation through trial
23 and any appeals, the risks and costs of further prosecution of the Litigation, the risk of an adverse
24 outcome, the uncertainties of complex litigation, and the substantial benefits to be received by
25 the Named Plaintiff and the members of the PAGA Group pursuant to this Agreement, that a
26 settlement with Defendant on the terms and conditions set forth herein is fair, reasonable,
27 adequate, and in the best interests of the PAGA Group. Named Plaintiff, on his own behalf and
28 as a representative pursuant to PAGA, has agreed to settle the Litigation with Defendant on the

1 terms set forth herein.

2 E. Defendant has concluded that, because of the substantial expense of defending
3 against the Litigation, the length of time necessary to resolve the issues presented herein, the
4 inconvenience involved, and the concomitant disruption to their business operations, it is in its
5 best interests to accept the terms of this Agreement. Defendant denies each of the allegations
6 and claims asserted against it in the Litigation. However, Defendant nevertheless desires to settle
7 the Litigation for the purpose of avoiding the burden, expense and uncertainty of continuing
8 litigation and for the purpose of putting to rest the controversies engendered by the Litigation.

9 F. This Agreement is intended to and does effectuate the full, final and complete
10 resolution of all allegations and claims that were asserted, or could have been asserted, in the
11 Litigation by Named Plaintiff.

12 **III. JURISDICTION**

13 The Court has jurisdiction over the Parties and the subject matter of this Litigation. The
14 Litigation includes claims that, while Defendant denies them in their entirety, would, if proven,
15 authorize the Court to grant relief pursuant to the applicable statutes. After the Court has granted
16 Approval of the resolution, pursuant to California Code of Civil Procedure Section 664.6, the
17 Court shall retain jurisdiction of this action solely for the purpose of interpreting, implementing,
18 and enforcing this Stipulation of PAGA Resolution consistent with the terms set forth herein,
19 and the Parties and their counsel submit to the jurisdiction of the Court for purposes of
20 interpreting, implementing and enforcing this Agreement and all orders and judgments entered
21 in connection therewith.

22 **IV. STATEMENT OF NO ADMISSION**

23 A. Defendant denies liability to Named Plaintiff and to the PAGA Group upon any
24 claim or cause of action. This Agreement does not constitute, and is not intended to constitute,
25 an admission by Defendant as to the merits, validity, or accuracy of any of the allegations or
26 claims made against it in the Litigation.

27 B. Nothing in this Agreement, nor any action taken in implementation thereof, nor
28 any statements, discussions or communications, nor any materials prepared, exchanged, issued

1 or used during the course of the negotiations leading to this Agreement or the Resolution, is
2 intended by the Parties to constitute, nor will any of the foregoing constitute, be introduced, be
3 used or be admissible in any way in this case or any other judicial, arbitral, administrative,
4 investigative or other forum or proceeding as evidence of any violation of any federal, state, or
5 local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law
6 or in equity. The Parties themselves agree not to introduce, use, or admit this Agreement, directly
7 or indirectly, in this case or any other judicial, arbitral, administrative, investigative or other
8 forum or proceeding, as purported evidence of any violation of any federal, state, or local law,
9 statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in
10 equity, or for any other purpose. Notwithstanding the foregoing, this Agreement may be used in
11 any proceeding before the Court that has as its purpose the interpretation, implementation, or
12 enforcement of this Agreement or any orders or judgments of the Court entered in connection
13 with the Resolution.

14 **C.** None of the documents produced or created by Named Plaintiff or the PAGA
15 Group in connection with the claims procedures or claims resolution procedures constitute, and
16 they are not intended to constitute, an admission by Defendant of any violation of any federal,
17 state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or
18 duty at law or in equity.

19 **D.** Nothing in this Agreement will be construed as an admission or
20 acknowledgement of any kind that any group should or would be given collective treatment in
21 the Litigation or in any other action or proceeding. Further, neither this Agreement nor the
22 Court's actions with regard to this Agreement will be admissible in any court or other tribunal
23 regarding the propriety of collective treatment. In the event that this Agreement is not approved
24 by the Court or any appellate court, is terminated, or otherwise fails to be enforceable, Named
25 Plaintiff will not be deemed to have waived, limited or affected in any way any claims, rights
26 or remedies in the Litigation, and Defendant will not be deemed to have waived, limited, or
27 affected in any way any of their objections or defenses in the Litigation.

28

1 **V. RELEASE, DISMISSAL, AND CONFIDENTIALITY**

2 **A. Release as to PAGA Claims.**

3 Upon Approval by the Court of this Settlement, Plaintiff, as a representative of the State
4 of California, and the State of California will release any and all claims and causes of action,
5 known or unknown, contingent or accrued, against Defendant, Defendant's parents,
6 subsidiaries, affiliates, their insurers, attorneys, shareholders, executives, managers, and all
7 agents thereof (collectively "Released Entities"), arising out of the facts and claims asserted in
8 the Litigation for civil penalties under the Private Attorney General Act of 2004 Cal. Lab. Code
9 § 2698 based upon the facts alleged, for violations of the California Labor Code governing: meal
10 and rest breaks; unpaid wages, including minimum wages, regular wages, overtime, and double
11 time wages, and all theories for or related to nonpayment of such wages; wage statement
12 violations; separation pay violations; suitable seating; and any other penalties which could be
13 asserted based on the allegations alleged against Defendant in Plaintiff's LWDA letter and the
14 Litigation.

15 **B. Publicity.**

16 The Named Plaintiff agrees that he has not and will not publish the Resolution. By way
17 of this Resolution, Plaintiff directs his counsel not to issue any press releases or press statements
18 regarding the Settlement, identify Defendant or Defense Counsel by name in any media
19 including Plaintiff's Counsel's website, or have any communications with the press or media
20 about the Lawsuit or the Settlement. However, nothing in the provision shall be construed from
21 as preventing the Parties from taking following actions: (a) Named Plaintiff's counsel shall be
22 allowed to refer to the Litigation and Resolution in other litigations to support their adequacy as
23 attorneys for a putative class or PAGA group or to justify an award of attorneys' fees; (b) the
24 Parties shall have the right to disclose the Resolution as may be required under federal or state
25 tax and/or securities laws or under Generally Accepted Accounting Principles; (c) the Parties
26 shall have the right to disclose the Resolution to third parties without identifying the case name,
27 case number, or names of any of the Parties or Released Entities; (d) the Parties may refer to the
28 Resolution, describe its terms, and file the settlement agreement with the Court, the LWDA, and

1 the Settlement Administrator in connection with any proceedings which are reasonably
2 necessary to obtain Approval of the Settlement; and (e) the Parties or their representatives may
3 communicate with accountants or legal advisors regarding the Resolution. Except for the
4 previously listed exceptions, in response to any inquiries about the Lawsuit, the Parties may
5 state that "the matter has been resolved."

6 **VI. SETTLEMENT ADMINISTRATOR**

7 Named Plaintiff and Defendant, through their respective counsel, have selected CPT
8 Group, Inc. as the Settlement Administrator to administer the Resolution, which includes but is
9 not limited to distributing and responding to inquiries about the Notice of PAGA Resolution and
10 calculating all amounts to be paid from the Net Settlement Fund. Charges and expenses of the
11 Settlement Administrator, estimated to be Nine Thousand Dollars (\$9,000.00), will be paid from
12 the Settlement Amount. Any charges and expenses of the Settlement Administrator greater than
13 the allocated Nine Thousand Dollars (\$9,000.00) will come from the Settlement Amount. If the
14 actual Settlement Administrator fees are less than the Parties' estimation, the difference between
15 the actual and estimated Settlement Administrator fees will be included in the Net Settlement
16 Amount.

17 **VII. NOTICE**

18 A. Named Plaintiff and Defendant, through their respective attorneys, have jointly
19 prepared a Notice of PAGA Resolution, in the form attached hereto as Exhibit "A" which in
20 substance will be provided to the members of the PAGA Group as follows:

21 (1) As soon as practicable following Approval of the Resolution, but no later
22 than twenty (20) business days after the Court's Approval, Defendant will provide to the
23 Settlement Administrator the PAGA list.

24 (2) The Settlement Administrator shall run all the addresses provided through
25 the United States Postal Service NCOA database (which provides updated addresses for any
26 individual who has moved in the previous four years who has notified the U.S. Postal Service of
27 a forwarding address) to obtain current address information.

28 (3) Within thirty (30) business days after the Settlement Administrator's

1 receipt of the PAGA List, the Settlement Administrator will mail the Notice of PAGA Resolution
2 together with a settlement payment to all PAGA Group members by first-class United States
3 mail, postage prepaid, with directions to the Postmaster to forward the Notice and return all
4 undeliverable Notices to the Settlement Administrator. For each Notice of PAGA Resolution and
5 settlement payment that is returned as undeliverable, the Settlement Administrator shall promptly
6 attempt to locate the Aggrieved Employee by performing an additional skip trace and shall re-
7 mail the Notice of PAGA Resolution and settlement check no later than ten (10) calendar days
8 following receipt of the undeliverable Notice of PAGA Resolution.

9 (4) The Notice of PAGA Resolution will be provided in English and Spanish.

10 **VIII. COMPUTATION AND DISTRIBUTION OF PAYMENTS**

11 **A. Distribution Formula.**

12 (1) Members of the PAGA Group will receive a lump sum payment in an
13 amount determined by the Settlement Administrator in accordance with the provisions of this
14 Agreement.

15 (2) The lump sum payment to each member of the PAGA Group will be
16 determined by dividing the Net Settlement Amount by the total number of pay periods worked
17 by all members of the PAGA Group during the Settlement Period (the "Pay Period Amount")
18 and then multiplying the Pay Period Amount by the number of pay periods worked by the
19 individual PAGA member.

20 **B. Funding of Resolution.**

21 (1) The funding of the Settlement Amount will be completed at one time with
22 funds provided to and escrowed by the Settlement Administrator. The funds used for the
23 Settlement Amount shall be paid to the Claims Administrator by Defendant within twenty (20)
24 business days of its receipt of a notice of entry of the Court's Approval order.

25 (2) If a PAGA Group member is deceased at the time of distribution, the
26 Settlement Administrator shall distribute the deceased PAGA Group member's Net Settlement
27 Payment to the deceased PAGA Group member's legal heir(s). In the event of a dispute as to
28 the legal heir(s), the Settlement Administrator shall notify the executor of the deceased PAGA

1 Group member's estate and attempt to place the deceased PAGA Group member's payment in
2 escrow or similar disposition such that any competing heirs may take whatever action they wish
3 to resolve ultimate disposition of such money and the Settlement Administrator and the Parties
4 hereto may disclaim any further interest in or obligation in relation to such money.

5 (3) If a check is returned to the Settlement Administrator as undeliverable,
6 the Settlement Administrator shall promptly attempt to obtain a valid mailing address by
7 performing a skip trace search and, if another address is identified, shall mail the check to the
8 newly identified address. If the Settlement Administrator is unable to obtain a valid mailing
9 address through this process, the monies represented by the check shall be turned over according
10 to the below procedures.

11 (4) Settlement checks will specifically indicate that they are void if not
12 negotiated within one hundred eighty 180 days of their issuance. Any settlement checks that
13 remain uncashed one hundred eighty (180) or more calendar days after issuance by the
14 Settlement Administrator shall be voided. The Settlement Administrator will remit the entire
15 amount of each PAGA Group member's uncashed Individual Settlement Payment to the
16 California State Controller for deposit in the Unclaimed Property Fund in the name of the PAGA
17 Group member to whom the uncashed Individual Settlement Payment was drafted.

18 **C. Time for Distribution of the Enhancement to Named Plaintiff, Attorneys'**
19 **Fees, Costs, and LWDA Payment.**

20 The Settlement Administrator shall cause the Court approved enhancement to Named
21 Plaintiff, attorneys' fees, litigation costs, and LWDA Payment to be paid at the same time and
22 manner as the Settlement Payments to the PAGA Group.

23 **IX. NO CONTRIBUTIONS TO EMPLOYEE BENEFIT PLAN**

24 The amounts paid under this Agreement do not represent a modification of any
25 previously credited hours of service under any employee benefit plan, policy or bonus program
26 sponsored by Defendant. Such amounts will not form the basis for additional contributions to,
27 benefits under, or any other monetary entitlement under, benefit plans (self-insured or not)
28 sponsored by Defendant, policies or bonus programs. Any payments made under the terms of

1 this Resolution shall not be applied retroactively, currently or on a going forward basis as salary,
2 earnings, wages, or any other form of compensation for the purposes of Defendant's benefit
3 plan, policy or bonus program. Defendant retains the right to modify the language of its benefit
4 plans, policies and bonus programs to effect this intent and to make clear that any amounts paid
5 pursuant to this Resolution are not for "hours worked," "hours paid," "hours of service," or any
6 similar measuring term as defined by applicable plans, policies and bonus programs for purpose
7 of eligibility, vesting, benefit accrual or any other purpose, and that additional contributions or
8 benefits are not required by this Resolution.

9 **X. PLAINTIFF'S COUNSEL ATTORNEYS' FEES AND LITIGATION COSTS**

10 Defendant shall not oppose an application by Plaintiff's Counsel to receive, and
11 Plaintiff's Counsel shall not seek or receive, an amount in excess of One Hundred Fifty
12 Thousand Dollars and Zero Cents (\$150,000.00) which represents 33 1/3% of the Settlement
13 Amount for all past and future attorneys' fees necessary to prosecute, settle, and administer the
14 Litigation and this Resolution. Additionally, Defendant shall not oppose an application by
15 Plaintiff's Counsel to receive, and Plaintiff's Counsel shall not seek or receive, an amount in
16 excess of Twelve Thousand Five Hundred Dollars (\$12,500.00), which represents all past and
17 future litigation costs and expenses necessary to prosecute, settle and administer the Litigation
18 and this Resolution. Any attorneys' fees or litigation costs awarded to Plaintiff's Counsel by the
19 Court shall be deducted from the Settlement Amount for the purpose of determining the Net
20 Settlement Amount. This amount shall include all attorneys' fees and litigation costs and
21 expenses for which Named Plaintiff and Plaintiff's Counsel could claim under any legal theory
22 whatsoever. Should the Court approve a lesser percentage or amount of fees and/or litigation
23 costs than the amount that Plaintiff's Counsel ultimately seeks, then the unapproved portion or
24 portions shall revert to the Net Settlement Amount.

25 **XI. ENHANCEMENT TO NAMED PLAINTIFF**

26 Defendant shall not oppose an application by Named Plaintiff to receive, and Named
27 Plaintiff shall not seek or receive, an amount in excess of Two Thousand Five Dollars (\$2,500.00)
28 for his participation in and assistance with the Litigation. Any enhancement awarded to Named

1 Plaintiff by the Court shall be deducted from the Settlement Amount for the purpose of
2 determining the Net Settlement Amount and shall be reported on IRS Form 1099. If the Court
3 approves an enhancement of less than Two Thousand Five Dollars (\$2,500.00) to Named
4 Plaintiff, then the unapproved portion or portions shall revert into the Net Settlement Amount.

5 **XII. TAXATION AND ALLOCATION**

6 A. For withholding tax characterization purposes and payment of taxes, the Net
7 Settlement Amount shall be deemed and is allocated by the Parties as follows ("Net Settlement
8 Allocation"): 100% as penalties.

9 B. All PAGA Group members who cash their settlement check may receive an IRS
10 Form 1099 for their portion of the settlement, if deemed required by the Settlement
11 Administrator (in compliance with IRS guidelines).

12 C. Nothing in this Settlement is intended to constitute legal advice regarding
13 federal, state, and/or local tax obligations. The Parties, Defense Counsel and Plaintiff's Counsel
14 make no representations as to the tax treatment or legal effect of the payments called for
15 hereunder, and Aggrieved Employees are not relying on any statement or representation by the
16 Parties, Plaintiff's Counsel or Defense Counsel in this regard. Aggrieved Employees understand
17 and agree that they will be responsible for the payment of any employee taxes and penalties
18 assessed on the payment described herein and will hold the Parties, Plaintiff's Counsel and
19 Defense Counsel free and harmless from and against any claims, liabilities, costs and expenses,
20 including attorney's fees, resulting in any way from personal tax treatment of the payments
21 made pursuant to this Agreement. To the extent that this Settlement or any of its attachments is
22 interpreted to contain or constitute advice regarding any state or federal tax issue, such advice
23 is not intended or written to be used, and cannot be used, by any person for the purpose of
24 avoiding penalties under the Internal Revenue Code. Neither the Parties, Plaintiff's Counsel nor
25 Defense Counsel are responsible for any Aggrieved Employee's tax obligations regarding the
26 allocation of the settlement payments.

27 **XIII. COURT APPROVAL**

28 This Agreement and the Resolution is contingent upon Approval by the Court. Named

1 Plaintiff and Defendant agree to take all steps as may be reasonably necessary to secure
2 Approval of the Resolution, to the extent not inconsistent with the terms of this Agreement, and
3 will not take any action adverse to each other in obtaining Court Approval of the Resolution in
4 all respects.

5 **XIV. APPRAISAL AND CERTIFICATION BY THE SETTLEMENT**
6 **ADMINISTRATOR.**

7 The Settlement Administrator shall keep Plaintiff's Counsel and Defense Counsel
8 apprised of all distributions from the Settlement Amount. Upon completion of administration of
9 the Settlement, the Settlement Administrator shall provide written certification of such
10 completion to Plaintiff's Counsel and Defense Counsel. The Settlement Administrator shall also
11 provide Defense Counsel with a final accounting, including the names of payees and Net
12 Settlement Payments.

13 **XV. MISCELLANEOUS PROVISIONS**

14 **A. Stay of Litigation.**

15 Named Plaintiff and Defendant agree to the stay of all discovery in the Litigation,
16 pending Approval of the Resolution by the Court.

17 **B. Interpretation of This Agreement.**

18 (1) This Agreement constitutes the entire agreement between Named
19 Plaintiff and Defendant. Except as expressly provided herein, this Agreement has not been
20 executed in reliance upon any other written or oral representations or terms, and no such
21 extrinsic oral or written representations or terms shall modify, vary or contradict its terms. In
22 entering into this Agreement, the Parties agree that this Agreement is to be construed according
23 to its terms and may not be varied or contradicted by extrinsic evidence. The Agreement will be
24 interpreted and enforced under the laws of the State of California, both in its procedural and
25 substantive aspects, without regard to its conflict of laws provisions. Any claim arising out of
26 or relating to this Agreement, or the subject matter hereof, will be resolved solely and
27 exclusively in the Superior Court of the State of California for the County of Los Angeles, and
28 Named Plaintiff and Defendant hereby consent to the personal jurisdiction of the Court over

1 them solely in connection therewith. The foregoing is only limited to disputes concerning this
2 Agreement and in no way limits or negates the enforceability and effect of the underlying
3 arbitration agreements signed by employees of Defendant, specifically including but not limited
4 to Named Plaintiff, obligating them to arbitrate any and all claims on an individual (and not on
5 a class, collective, or representative) basis.

6 (2) Named Plaintiff, on his own behalf and on behalf of the PAGA Group,
7 and Defendant participated in the negotiation and drafting of this Agreement and had available
8 to them the advice and assistance of independent counsel. As such, neither Named Plaintiff nor
9 Defendant may claim that any ambiguity in this Agreement should be construed against the
10 other.

11 (3) The terms and conditions of this Agreement constitute the exclusive and
12 final understanding and expression of all agreements between Named Plaintiff and Defendant
13 with respect to the Resolution of the Litigation. This Agreement may be modified only by a
14 writing signed by counsel for all Parties or their successors-in-interest.

15 **C. Further Cooperation.**

16 Named Plaintiff and Defendant and their respective counsel shall proceed diligently to
17 prepare and execute all documents, to seek Approval from the Court, and to do all things
18 reasonably necessary or convenient to consummate this Agreement as expeditiously as possible.

19 **D. Confidentiality of Documents.**

20 Named Plaintiff, and the Settlement Administrator, shall maintain the confidentiality of
21 all documents, deposition transcripts, declarations and other information obtained in the lawsuit,
22 unless necessary for appeal or such documents are ordered to be disclosed by the Judge or by a
23 subpoena.

24 **E. Counterparts.**

25 This Agreement may be executed in one or more actual or non-original counterparts, all
26 of which will be considered one and the same instrument and all of which will be considered
27 duplicate originals. This Agreement may be signed electronically or by facsimile, and an
28 electronic or facsimile signature is deemed valid and binding, and triggers all rights and

1 obligations under this Agreement.

2 **F. Authority.**

3 Each individual signing below warrants that he or she has or they have the authority to
4 execute this Agreement on behalf of the party for whom or which that individual signs.

5 **G. No Third-Party Beneficiaries.**

6 Named Plaintiff, members of the PAGA Group, Defendant and Released Entities are
7 direct beneficiaries of this Agreement, but there are no third-party beneficiaries.

8 **H. Force Majeure.**

9 The failure of any party to perform any of its obligations hereunder shall not subject such
10 party to any liability or remedy for damages, or otherwise, where such failure is occasioned in
11 whole or in part by acts of God, fires, accidents, earthquakes, other natural disasters, explosions,
12 floods, wars, interruptions or delays in transportation, power outages, labor disputes or
13 shortages, shortages of material or supplies, governmental laws, restrictions, rules or
14 regulations, sabotage, terrorist acts, acts or failures to act of any third parties, or any other similar
15 or different circumstances or causes beyond the reasonable control of such party.

16 **I. Deadlines Falling on Weekends or Holidays.**

17 To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday,
18 or legal/court holiday, that deadline shall be continued until the following business day.

19 **J. Severability.**

20 In the event that any one or more of the provisions contained in this Agreement shall for
21 any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or
22 unenforceability shall in no way effect any other provision if Defense Counsel and Plaintiff's
23 Counsel, on behalf of the Parties and the PAGA Group, mutually elect in writing to proceed as
24 if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

25 **K. Defendant's Fees and Costs**

26 All of Defendant's own legal fees, costs and expenses incurred in this Action shall be
27 borne by Defendant.

1 APPROVED AS TO CONTENT

2 DATE: marzo 22, 2021, 2021

DocuSigned by:
Noel Landeros
8177637FA3E9441

3 NOEL LANDEROS

4
5 DATE: _____, 2021

6 By:

7 For: PRL GLASS SYSTEMS, INC.

8 APPROVED AS TO FORM

9
10 DATE: 03/22/, 2021

LAVI & EBRAHIMIAN, LLP

11
12 By: DocuSigned by:
Joseph Lavi
4CE5F6A654D3486

13 Joseph Lavi
14 Vincent C. Granberry
15 Anwar D. Burton
16 Attorneys for Plaintiff

17 DATE: _____, 2021

FISHER & PHILLIPS LLP

18
19 By: _____

20 ROBERT YONOWITZ
21 USAMA KAHF
22 REBECCA S. KING
23 Attorneys for Defendant

1 APPROVED AS TO CONTENT

2 DATE: _____, 2021

3 NOEL LANDEROS

4
5 DATE: 03/30/, 2021



6 By:

7 For: PRL GLASS SYSTEMS, INC.

8 APPROVED AS TO FORM

9
10 DATE: _____, 2021

11 LAVI & EBRAHIMIAN, LLP

12 By:

13 Joseph Lavi
14 Vincent C. Granberry
15 Anwar D. Burton
Attorneys for Plaintiff

16 DATE: 3/31, 2021

17 FISHER & PHILLIPS LLP

18
19 By:



20 ROBERT YONOWITZ
21 USAMA KAHF
22 REBECCA S. KING
23 Attorneys for Defendant
24
25
26
27
28

Exhibit A

NOTICE OF PAGA SETTLEMENT AND RELEASE OF CLAIMS

Noel Landeros v. PRL Glass Systems, Inc.
Superior Court of the State of California for the County of Los Angeles
Case No. 20STCV38400

<<Name>>
<<Address>>
<<City>>, <<State>> <<Zip Code>>
XX - XX - _ _ _ _

I. NOTICE OF PAGA SETTLEMENT

The Los Angeles County Superior Court (the “Court”) has approved a settlement in the above-captioned action filed by Noel Landeros (“Plaintiff”) on behalf of himself and all other aggrieved employees.

In this lawsuit, Plaintiff is seeking to recover civil penalties on behalf of the California Labor and Workforce Development Agency (“LWDA”) and other aggrieved employees under the California Private Attorneys General Act (“PAGA”). These civil penalties are based on Plaintiff’s allegations that defendant PRL Glass Systems, Inc. (“Defendant”) violated California state wage and hour laws governing: meal and rest breaks; unpaid wages, including minimum wages, regular wages, overtime, and double time wages, and all theories for or related to nonpayment of such wages; wage statement violations; separation pay violations; and suitable seating.

The Court has ***not*** made a determination about Plaintiff’s claims. This Notice is not to be understood as an expression of any opinion by the Court as to the merits of Plaintiff’s claims.

Defendant denies Plaintiff’s allegations. Defendant maintains it was in compliance with the California Labor Code at all times. It contends that it followed lawful policies and practices and that Mr. Landeros and the other non-exempt employees at issue in the PAGA Action were paid appropriate meal period and rest break wages, properly paid all appropriate minimum and overtime wages, provided compliant wage statements, and provided suitable seating within the requirements of the wage order. It enters into this Settlement with no admission of liability and solely for the purposes of compromising and settling the action to avoid the cost and operational burden of continued litigation.

You are receiving this Notice because you are in the group of employees referred to as “Aggrieved Employees,” which is defined as: (a) all persons who are or were employed by Defendant as non-exempt, hourly employees in the State of California from July 31, 2019 to March 15, 2021 (“Aggrieved Employees”).

II. INDIVIDUAL PAGA PAYMENT

Each individual PAGA payment was calculated on a proportional basis based on the number of pay periods worked by that individual during the period from July 31, 2019 to March 15, 2021

("PAGA Period"). Your individual PAGA payment has been calculated at \$[**AMOUNT PAID TO THIS EMPLOYEE**]. Your payment is enclosed with this Notice.

The amount paid to each PAGA Group Member will be allocated as follows: one-hundred percent (100%) will be attributed to penalties and will be reported on an IRS Form 1099. The Parties agree that all Aggrieved Employees who receive payment pursuant to this settlement will be responsible for any and all tax obligations associated with such receipt. **You will be responsible for correctly characterizing this compensation for tax purposes and paying any taxes that may be due on the payment you receive. Neither Counsel for Plaintiff, Counsel for Defendant, nor the Settlement Administrator may legally provide you with advice regarding the tax implications of the receipt of this settlement payment.**

III. RELEASE

The Court has approved the Parties' Settlement Agreement ("Settlement"). By operation of the Settlement's terms, Plaintiff, as a representative of the State of California, and the State of California will release any and all claims and causes of action, known or unknown, contingent or accrued, against Defendant, Defendant's parents, subsidiaries, affiliates, their insurers, attorneys, shareholders, executives, managers, and all agents thereof (collectively "Released Entities"), arising out of the facts and claims asserted in the Litigation for civil penalties under the Private Attorney General Act of 2004 Cal. Lab. Code § 2698 based upon the facts alleged, for violations of the California Labor Code governing: meal and rest breaks; unpaid wages, including minimum wages, regular wages, overtime, and double time wages, and all theories for or related to nonpayment of such wages; wage statement violations; separation pay violations; suitable seating; and any other penalties which could be asserted based on the allegations alleged against Defendant in Plaintiff's Labor Workforce Development Agency letter and/or the litigation.

IV. SETTLEMENT ADMINISTRATOR

**** PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE ****

You may call the Settlement Administrator at [**ADMINISTRATOR INFO**] with any questions.

Settlement checks will be void 180 days after issuance if not deposited or cashed. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.