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Attorneys for Plaintiff,
Eric Rendon

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

ERIC RENDON, individually on behalf of himself and all others similarly situated, under the Private Attorney General Act (PAGA), pursuant to Labor Code §§ 2698, et seq., Plaintiff,	)	Case No.: 1:20-cv-01538-ADA-BAM
	)	SETTLEMENT AGREEMENT
	)	PURSUANT TO THE CALIFORNIA
	)	PRIVATE ATTORNEYS GENERAL ACT
	)	("PAGA"); PROOF OF SUBMISSION TO
	)	LWDA
	)	
v.	)	DATE: March 20, 2023
	)	TIME: 1:30 p.m.
INFINITY FASTENERS, INC., a Kansas Corporation; and DOES 1-50;	)	CTRM: #1 (8th Floor)
	)	JUDGE: Hon. Ana de Alba
	)	
Defendants.	)	

On February 8, 2023, the parties completed the execution of a settlement agreement under the California Private Attorneys General Act of 2004 ("Agreement"). The Agreement is being presented to this Court in support of Plaintiff's Motion for Approval of Settlement Under the California Private Attorneys General Act of 2004 (PAGA). Attached as Exhibit "A" is a true and correct copy of the entire settlement agreement between the parties, including the PAGA settlement agreement.

**MICHAEL J. F. SMITH,
A PROFESSIONAL CORPORATION**

Dated: February 9, 2023

By: /s/John L. Migliazzo
John L. Migliazzo,
Attorney for Plaintiff

The foregoing document described above has been served on the California Labor and Workforce Development Agency (“Agency”) via the Agency’s online filing system (Labor Code § 2699(l)(2)):

Labor and Workforce Development Agency (<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>)

EXECUTED ON **February 9, 2023** at Fresno, California.

[X] (STATE) I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

/s/John L. Migliazzo
John L. Migliazzo

Exhibit “A”

**SETTLEMENT AGREEMENT
AND RELEASE IN FULL OF ALL CLAIMS**

Rendon v. Infinity Fasteners, Inc.
U.S. District Court for the Eastern District of California, Case No.: 1:20-cv-01537-ADA-BAM

IN CONSIDERATION for the sum of Sixty Thousand Dollars (\$60,000.00), Eric Rendon ("RELEASOR"), on behalf of himself and his heirs, agents, estate, administrator, and assigns, releases and forever discharges Infinity Fasteners, Inc. ("EMPLOYER") and its current and former employees, officers, directors, administrators, supervisors, attorneys, accountants, representatives, agents, servants, parents, subsidiaries, affiliates, divisions, principals, predecessors, successors, assigns, and insurers, including but not limited to Steve Hengeli and Gene Kelly and each of their estates, estates, heirs, executors, successors in interest, representatives, agents, and assigns, along with all and each of their attorneys, insurers, and representatives, and any person or entity that is, or might be, directly or vicariously liable in any way for the below-referenced alleged incidents and claims (collectively "RELEASED PARTIES"), from any and all past, present, and future claims, actions, causes of action, demands, rights, suits, debts, dues, sums of money, accounts, bonds, bills, liens, med pay, personal injury protection, covenants, contracts, controversies, agreements, promises, damages, judgments, executions, expenses, compensation, rights, attorney fees, costs, loss of services, expenses, compensation and damages whatsoever, whether common law, statutory or extra contractual, that RELEASOR now has or which may hereafter accrue in law or in equity including all known and unknown, foreseen and unforeseen, developed and undeveloped damage and the consequences thereof on account of or in any way arising out of, connected with, resulting from, or growing out of any of the following:

- RELEASOR's action filed in U.S. District Court for the Eastern District of California, Case No. 1:20-cv-01537-DAD-BAM ("the Federal Court Action") and the incidents and claims alleged therein;
- RELEASOR's action filed in Fresno County Superior Court Case No. 20CECG02019 ("the State Court Action") and the incidents and claims alleged therein;
- RELEASOR's Notices filed with the Labor and Workforce Development Agency ("LWDA") pursuant to the Private Attorney General Act ("PAGA") dated April 9, 2020 (LWDA-CM-~~765597~~-20) and July 10, 2020 (LWDA-782649-20) and the incidents and claims alleged therein ("the PAGA Claims"). The LWDA did not provide any notice that it intended to investigate RELEASOR's allegations; and
- RELEASOR's employment, affiliation, and/or connection with Infinity Fasteners, Inc. at any time

(collectively "the CLAIMS") for which the undersigned claims the above-named persons or parties may be legally liable in damages, which are disputed and denied. RELEASOR and RELEASED PARTIES are collectively referred to as "the PARTIES" and this Settlement Agreement and Release In Full of all Claims is referred to as "the AGREEMENT."

IN EXCHANGE FOR THE CONSIDERATION SET FORTH ABOVE, RELEASOR EXPRESSLY WARRANTS, REPRESENTS, AND AGREES AS FOLLOWS:

1. This is a compromise settlement of disputed claims reached during a Settlement Conference with United States Magistrate Judge Stanley Boone on January 9, 2023.

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Payment of the consideration for this AGREEMENT shall not be deemed or construed as an admission of any liability by the RELEASED PARTIES herein, but, to the contrary, any and all such liability is expressly denied. This settlement is contingent on approval by the Court of the PAGA Settlement as set forth herein. Should the Court not grant approval of the PAGA Settlement, then the entirety of the Agreement shall be null and void, unless otherwise agreed upon in writing by the Parties. The Court shall retain jurisdiction to enforce the terms and conditions of the settlement. If the Agreement is null and void, and a new trial date is selected, the parties shall be returned to the same procedural posture as they were on January 9, 2023.

2. With the exception of the Federal Court Action, the State Court Action, and the PAGA Claims, referenced herein, RELEASOR does not have pending against RELEASED PARTIES, or any of them, any claims, charges, causes, grievances, complaints, or actions in or with any federal, state or local court, or any administrative or government agency.
3. The \$60,000.00 sum referenced above is the "Gross Settlement Amount," which is the total amount RELEASED PARTIES agree to pay under the Settlement. The Gross Settlement Amount is comprised of the following:
 - \$3,000.00 for any Individual PAGA Payments, any Payment to the Labor & Workforce Development Agency ("LWDA") for any PAGA Penalties or other expenses related to this lawsuit, any PAGA Counsel Fees Payment, and any PAGA Counsel Litigation Expenses Payments ("the PAGA Settlement"). The PAGA Settlement is subject to approval by the Court. RELEASOR shall file a motion for approval of the PAGA Settlement no later than February 9, 2023 (30 days from the date of the Court's order requiring motion for settlement). Payment for the PAGA Settlement will be made as directed by the Court. Details of the PAGA Settlement are attached as Exhibit "A" below.
 - \$57,000.00 for settlement of the remainder of the CLAIMS. Plaintiff acknowledges he will be issued an IRS 1099-MISC (Box 3) form in accordance with IRS regulations for this payment.

Upon execution of all closing documents including, but not limited to, this Agreement, a check or checks in the total amount of \$3,000.00 for the PAGA Settlement will be sent as directed by the Court and a check or checks in the total amount of \$57,000.00 made payable to Plaintiff and his attorneys of record Michael J.F. Smith, A Professional Corporation, will be sent to Plaintiff's attorneys of record. It is agreed that the Gross Settlement Amount will be paid within 45 days of the date this Agreement is fully executed, or within 45 days of the date all required executed W9 forms are received by counsel for Infinity Fasteners, Inc., or within 45 days of entry of the order approving the PAGA Settlement, whichever is latest.

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4. Upon receipt of and prior to negotiation of the monies referenced above, RELEASOR will dismiss *with prejudice* or cause to be dismissed *with prejudice* the Federal Court Action and the State Court Action, and will immediately abandon and dismiss with prejudice any other filings, actions, claims, charges, causes, grievances, and complaints in any forum and with any entity against RELEASED PARTIES.
5. RELEASED PARTIES have made no representation about and take no position on the tax consequences of this AGREEMENT or the settlement sum paid hereunder. Any dispute regarding the tax consequences of this AGREEMENT, including any payment thereunder, shall not affect the validity of this AGREEMENT. Plaintiff has had an opportunity to discuss the potential tax consequences of this AGREEMENT with his own attorneys and/or other professional advisors, and agrees that the tax consequences of the AGREEMENT and the settlement memorialized herein, if any, will be borne solely by him. RELEASOR agrees to indemnify and hold harmless RELEASED PARTIES, and each of them, in the event the IRS, FTB or other taxing authority takes any action or levies any taxes, penalties or interest against RELEASED PARTIES as a result of the failure to make any tax withholding pertaining to this settlement sum. The RELEASED PARTIES and RELEASOR acknowledge that they have obtained no advice from the other, and that neither the RELEASED PARTIES/RELEASORS nor their counsel have made any representations, regarding the taxability, tax consequences, tax designation, or allocation of the settlement sum.
6. The PARTIES shall bear and be responsible for their own costs and fees, including attorneys' fees, incurred in connection with the CLAIMS and any of the claims released and/or covered by this AGREEMENT.
7. RELEASOR will indemnify and save harmless RELEASED PARTIES, and each of them, from any and every claim or demand, of every kind or character that may ever be asserted by any other person by reason of the injuries to or illness or disease of RELEASOR arising out of or in any way connected with the CLAIMS, including all related claims, demands, rights, causes of action, injuries, and damages arising out of or in any way connected thereto, and all effects or consequences thereof.
8. This is a full and final release by RELEASOR for himself, his heirs, agents, estate, administrator, and assigns, in favor of RELEASED PARTIES, and each of them, of and from any and all claims, demands, actions and causes of action of any kind and every kind or nature whatsoever, known or unknown, contemplated or un contemplated, legal or equitable, arising out of or related to the CLAIMS, as described in detail above, including the investigation, handling and defense of the CLAIMS and RELEASOR's various claims.

This release includes any and all damages of any kind whatever that have been or that

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might hereafter be incurred or sustained by RELEASOR in connection the above, and that might exist against RELEASED PARTIES, and each of them, and it is further understood and agreed that this release shall apply to any and all claims for unknown, unsuspected or unanticipated injuries and/or results from injuries, which might be asserted by RELEASOR, as well as to those now disclosed. RELEASOR acknowledges that he may discover facts or law different from, or in addition to, the facts or law he knows or believes to exist and agrees, nonetheless, that this release shall remain effective in all respects notwithstanding such different or additional facts or law. This release is intended to eliminate RELEASOR's right to pursue other remedies in other forums (including, but not limited to, courts and administrative and governmental agencies) against RELEASED

PARTIES for conduct or events prior to and including the date of this release whether damages commence or occur before or after the date of the release.

EMPLOYER also hereby releases and forever discharges RELEASOR of and from any and all claims, demands, actions and causes of action of any kind and every kind or nature whatsoever, known or unknown, contemplated or un contemplated, legal or equitable, arising out of or related to the CLAIMS, as described in detail above.

9. RELEASOR and EMPLOYER certify that he/it has read Section 1542 of the Civil Code of the State of California, which section reads as follows:

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

RELEASOR and EMPLOYER hereby waive application of Section 1542 of the California Civil Code. RELEASOR and EMPLOYER understand and acknowledge that the significance and consequence of this waiver of Section 1542 of the Civil Code is that even if RELEASOR or EMPLOYER should eventually suffer additional damages arising out of any events occurring before the date of this release, he will not be permitted to make any claim for those damages. Furthermore, RELEASOR and EMPLOYER acknowledge that he intends these consequences, even as to claims, injuries or damages that may exist as of the date of this release but which RELEASOR or EMPLOYER do not know exist and which, if known, would materially affect RELEASOR's decision to execute this release, regardless of whether RELEASOR's or EMPLOYER's lack of knowledge is the result of ignorance, oversight, error, negligence or any other cause.

10. RELEASOR promises never to file a lawsuit, complaint, charge, or initiate a proceeding in any forum (including but not limited to administrative forums) asserting any claims released herein. If RELEASOR breaks this promise, he will pay for all fees and costs,

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including reasonable attorneys' fees, incurred in connection therewith by anyone aggrieved thereby, including RELEASED PARTIES.

11. RELEASOR assumes full responsibility for any and all outstanding liens, known or unknown, of whatever kind, including but not limited to judgment liens, liens for attorneys' fees, worker's compensation liens, and medical liens. RELEASOR expressly warrants and represents that he is not aware of any actual or potential liens in connection with or in any way related to the CLAIMS.

RELEASOR (or his estate) will indemnify and save harmless RELEASED PARTIES, and each of them, from any and all liens and expenses related to the CLAIMS, including all related claims, demands, rights, causes of action, injuries, and damages arising out of or in any way connected thereto, and agree to defend and indemnify RELEASED PARTIES in and from any action by any individual or entity arising out of or in any way connected with any liens or expenses of any kind directly or indirectly related to the CLAIMS, including all related claims, demands, rights, causes of action, injuries, and damages arising out of or in any way connected thereto.

12. The PARTIES intend to comply with the Medicare Secondary Payer Act (42 U.S.C. §1395y) and to protect Medicare's interests, if any, in this settlement. RELEASOR understands and agrees that as used herein, the term "Medicare" includes Medicare Part A (Hospital Insurance), Medicare Part B (Medical Insurance), Medicare Part C (Medicare Advantage Organizations) and Medicare Part D (Prescription Drug Insurance). RELEASOR has not been identified as Medicare recipient and RELEASOR hereby expressly represents and warrants that Medicare has not made any payments to or on the RELEASOR's behalf as a result of or in any way related to the injuries alleged in connection with the CLAIMS.

RELEASOR acknowledges, however, that if RELEASOR received benefits that have or may have been paid by an insuring entity affording benefits payable for medical care and/or treatment, as further consideration and inducement for this settlement, RELEASOR agrees to defend, indemnify, protect and hold harmless RELEASED PARTIES from any and all liens, rights of subrogation, indemnification claims, contribution claims, defense claims, losses, liability, actions, damages, causes of action, judgments, costs and expenses, including attorneys' fees, whatsoever made by or sustained by or arising from any person, corporation, partnership, state or federal government, governmental agency, hospital, or any other medical provider, health care provider, disability or insurance benefits providers, workers compensation carrier, Medicare, Medicaid, or any other entity arising in whole or in part out of the care and treatment, or in any way connected to the care and treatment, provided to the Releasor for the injury/injuries alleged in connection with the CLAIMS.

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In addition to the release set forth above, in consideration of the payments set forth in this Agreement, RELEASOR hereby waives RELEASOR's 42 US Code §1395y (b)(3)(A) cause of action and/or Private Cause of Action, and releases and forever discharges RELEASED PARTIES from any obligations, from any claim, known or unknown, arising out of the failure of RELEASED PARTIES to provide for a primary payment or appropriate reimbursement pursuant to 42 US Code §1395y (b)(3)(A).

RELEASOR agrees to indemnify, defend and hold RELEASED PARTIES harmless for any claim, loss or payment RELEASED PARTIES may suffer, including judgments, verdicts, awards, penalties, attorney's fees and costs, that arises out of the failure to pay any unpaid medical bills or future medical expenses, or to otherwise fail to protect Medicare's interests under the MSP Act. RELEASOR agrees, and by this Agreement waive[s] any claims for damages, indemnification and/or contribution from any causes of action of any kind or nature, including but not limited to a private cause of action provided in the Medicare Secondary Payer (MSP) Act, 42 U.S.C. Section 1395y(b)(3)(A), in connection with or arising as a result of the medical care and treatment rendered to RELEASOR regarding the injuries alleged in the Claim.

In accordance with the state regulation Cal. Bus. & Prof. Code § 6149.5, we are required to inform RELEASOR when a payment has been sent to their attorney, if applicable. Please provide your email address below so that we may comply.

Releasor's Email Address:

13. No other person or entity has or has had any interest in the claims, demands or obligations referred to in this AGREEMENT and RELEASOR has the sole right and exclusive authority to execute this AGREEMENT; RELEASOR has not sold, signed, transferred, conveyed or otherwise disposed of any of the claims, demands, or obligations referred to in this AGREEMENT.
14. RELEASOR has read, understands, and freely and knowingly signs this AGREEMENT, including all terms, conditions, and effects thereof. RELEASOR has either personally or through his attorneys, fully investigated, to his full satisfaction, all facts surrounding the matters, disputes, or controversies described and released herein and is fully satisfied with the terms and effects of this AGREEMENT. RELEASOR executes this AGREEMENT after having the opportunity to consult with an attorney, intends that this AGREEMENT shall be final and complete and shall not be subject to any claim of mistake, and intends that the releases herein are be full and complete releases, regardless of the adequacy or inadequacy of the consideration.

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15. RELEASOR has reviewed and revised, or had the opportunity to revise, this AGREEMENT, and the releases contained herein; accordingly, any rules of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply.
16. No promise or inducement has been offered or made to RELEASOR except as set forth herein, and this AGREEMENT is executed without reliance upon any statement or representation by RELEASED PARTIES.
17. If, after the date hereof, any provision of this AGREEMENT is held to be illegal, invalid or unenforceable under present or future laws effective during the terms of this AGREEMENT, such provisions shall be fully severable. In lieu thereof, there shall be added a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.
18. This AGREEMENT shall inure to the benefit of and be binding upon the PARTIES and their respective heirs, descendants, successors, assigns and legal representatives.
19. This AGREEMENT memorializes the entire agreement among RELEASOR and RELEASED PARTIES pertaining to the subject matter contained herein.
20. This AGREEMENT shall not be modified or amended except by an instrument in writing signed by RELEASOR and RELEASED PARTIES.
21. The validity, construction, interpretation and administration of this RELEASOR shall be governed by the substantive laws of the State of California.
22. Notarization is not required to give full legal effect to this AGREEMENT and RELEASOR understands that the consideration for this AGREEMENT as recited herein is given in reliance on the representation by RELEASOR that the person signing this document is the person whose names appear herein. This AGREEMENT will be deemed fully executed immediately upon RELEASOR's signature.
23. The validity, construction, interpretation, and administration of this AGREEMENT shall be governed by the substantive laws of the State of California.
24. RELEASOR agrees that the terms of this settlement are enforceable under the provisions of California Code of Civil Procedure Section 664.6 and/or Federal Rule of Civil Procedure 41(a). RELEASOR further agrees that the content of this AGREEMENT reached through private negotiations is exempt from the confidentiality provisions of California Evidence Code Section 1152, *et seq.* for the purposes of enforcing this AGREEMENT. RELEASOR further agrees that any action taken to enforce the terms of this AGREEMENT shall be filed in the Fresno County Superior Court or the U.S. District Court

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for the Eastern District of California as applicable.

25. This AGREEMENT may be separately executed in separate counterparts and then exchanged by email/PDF, facsimile or delivery to counsel of record in the litigation for the other party. The sets of exchanged counterparts shall each have the same force and effect as a fully-signed original counterpart and shall constitute an effective, binding agreement on the part of each of the parties, once the exchanged signed counterparts have each been so received by their respective counsel. Consistent with the *Uniform Electronic Transactions Act* of the *California Code of Civil Procedure*, the parties agree that electronic signatures will have the same force and effect as live signatures.

For your protection, California law requires the following to appear on this form:

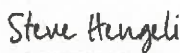
Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

IN WITNESS WHEREOF, the undersigned acknowledges that he has read the foregoing AGREEMENT and are aware of and understand the provisions, terms and conditions set forth herein.

Dated: 2/6/23, 2023

By: 
Plaintiff ERIC RENDON

Dated: 2/8/2023, 2023

DocuSigned by:

By: 701A0779A3F04CF...
STEVE HENGELI, President of Infinity
Fasteners, Inc.

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EXHIBIT "A" – PAGA SETTLEMENT

1. RELEASOR served notices with the Labor and Workforce Development Agency ("LWDA") pursuant to the Private Attorney General Act of 2004 ("PAGA") dated April 9, 2020 (LWDA-CM-765597-20) and July 10, 2020 (LWDA-782649-20). The LWDA did not provide any notice that it intended to investigate RELEASOR's allegations

2. The existing First Amended Complaint was filed September 18, 2020 in Fresno County Superior Court, which includes PAGA Representative claims, alleges the following causes of action: 1) Retaliation for Complaints of Unsafe Working Conditions (Labor Code §§ 6310, 2699.); 2) Retaliation for Complaint of Illegal Activity (Labor Code § 1102.5(b)(h); 2699.5); 3) Retaliation for Complaint of Unpaid Wages (Labor Code § 98.6, 2699.5); Withholding of Wages (Labor Code §§ 222, 225.5, 2699.5); 5) Waiting Time Penalties (Labor Code §§ 201, 202, 203, 2699.5); 6) Failure to Reimburse for Travel and Other Expenses (Labor Code § 2802, 2699.5); 7) Accounting; and 8) Unfair Competition Law (Business & Professions Code §§ 17200 et seq.). EMPLOYER denies the allegations.

3. On December 13, 2022, the U.S. District Court for the Eastern District of California granted a Motion to Dismiss, without leave to amend, as to the fifth cause of action (Withholding of Wages).

4. The PAGA portion of the settlement encompasses two former employees of EMPLOYER, Eric Rendon and Justin Rendon ("Covered Employees") in Case Nos. LWDA-CM-~~765597~~-20 and LWDA-782649-20.

796597 *gm*

5. **PAGA Settlement Amount.** Subject to the notice procedures set forth below and Approval by the Court, EMPLOYER agrees to pay \$3,000 to settle PAGA representative claims (the "PAGA Settlement Amount"). The PAGA Settlement Amount shall be allocated as follows, subject to approval by the Court: (i) \$1,000 for an award of attorneys' fees and costs; (ii) after deduction of the amounts enumerated above, the net distribution amount estimated to be \$2,000 (the "Net Distribution Amount") shall be made to Covered Employees (including Eric Rendon) and to the LWDA as follows:

- a. Seventy-Five Percent (75%) of the Net Distribution Amount shall be distributed to the LWDA and the other Twenty-Five Percent (25%) distributed to the Covered Employees, and shall be distributed equally to Covered Employees. Covered Employees will receive a 1099-MISC (Box 3) for this sum paid as Other PAGA Penalties. The estimated Net Distribution Amount is \$1,500 to the LWDA, and \$500 to Covered Employees (\$250 each).

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6. **Court Approval.** After full execution of this Agreement, Plaintiff shall promptly apply to the Court for approval of the settlement as set forth herein. EMPLOYER shall not oppose the request, and shall make reasonable efforts to cooperate in obtaining approval of the settlement. RELEASOR'S counsel shall submit the Agreement to the Court and LWDA, as necessary under Labor Code § 2699(l) and any other applicable provision.

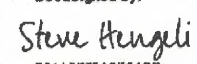
7. **Released PAGA Claim.** Upon the date of approval of the PAGA Settlement, Eric Rendon, individually and as the representative acting as a proxy or agent of the LWDA, to the fullest extent allowed by law, shall be deemed to have fully, finally, and forever released, relinquished, and discharged each and all of the RELEASED PARTIES from the Released Claims and RELEASOR and the LWDA may be deemed to have fully, finally, and forever released, relinquished, and discharged each and all of the RELEASED PARTIES from the Released Claims, pursuant to *Arias v. Superior Court* (2009) 46 Cal.4th 969, 986 or other applicable law. The "Released Claims" include any and all claims for civil penalties that could have been assessed or collected by RELEASOR or the LWDA, a State of California Executive Branch Agency under California Labor Code § 2698, et seq. ("PAGA"), based on the factual allegations of the First Amended Complaint. Except as to the Eric Rendon who is entering into an individual settlement agreement as to his claims, the released claims do not include any underlying individual claims or causes of action the Covered Employees may have, and relief they may seek, against RELEASED PARTIES with respect to violations of the California Labor Code.

8. **Notice to Covered Employees.** Each settlement payment made by Defendants to each Covered Employee shall be accompanied by a letter explaining why the check is being sent and a basis for the calculation. The letter shall be approved by the Court upon approval of the PAGA settlement.

Executed on this 6 day of February 2023, in Fresno, California.


ERIC RENDON

Dated: 2/8/2023, 2023

DocuSigned by:

By: 701A077BA3F64CF...
STEVE HENGELI, President of Infinity
Fasteners, Inc.

1 **PROOF OF SERVICE**

2 My business address is 139 1 West Shaw Avenue, Suite D, Fresno, California 937 11. I
3 am employed in Fresno County, California. I am over the age of 18 years and am not a party to
4 this case.

5 On the date indicated below, I served the foregoing document(s) described as:
6 **SETTLEMENT AGREEMENT PURSUANT TO THE CALIFORNIA PRIVATE**
7 **ATTORNEYS GENERAL ACT ("PAGA"); PROOF OF SUBMISSION TO LWDA** on all
8 interested parties in this action by placing a true copy thereof enclosed in a sealed envelope
9 addressed as follows:

10 Kellie M. Murphy
11 Kristen M. Caprino
12 Johnson Schachter & Lewis, APC
13 2180 Harvard Street, Suite 560
14 Sacramento, CA 95815

15 ☒ (BY ELECTRONIC MAIL) I caused such documents to be scanned into PDF format
16 and sent via electronic mail to the electronic mail addressee(s) of the addressee(s)
17 designated, by filing with the Clerk of the United States District Court of Eastern District
18 of California, using the CM/ECF System. The CM / ECF System will provide e-mail
19 notification to counsel of record.

20 EXECUTED ON **February 9, 2023** at Fresno, California.

21 ☒ (~~F~~EDERAL) I declare that I am employed in the office of a member of the State Bar of
22 this Court at whose direction the service was made. I declare under penalty of perjury
23 under the laws of the United States of America that the above is true and correct.

24 /s/ John L. Migliazzo
25 John L. Migliazzo
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