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2 WORKWORLD LAW CORP.
3 A Professional Corporation
4 731 S. Lincoln Street
5 Santa Maria, CA 93458
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8 Email: ruben@workworldlaw.com

6 Attorney for PAUL NAVARRO,
7 as Private Attorney General

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF SANTA BARBARA – COOK DIVISION**

11 STATE OF CALIFORNIA ex rel.
12 PAUL NAVARRO, as Private Attorney
13 General,

14 Plaintiff,

14 v.

15 MID-STATE CONCRETE PRODUCTS
16 LLC, a limited liability company; and
17 DOES 1-25, inclusive,

18 Defendants.

Case No. 21CV00221

Assigned for All Purposes to:
Hon. Timothy J. Staffel – Dept. SM3

**STIPULATION AND PROPOSED ORDER
APPROVING SETTLEMENT**

Trial Date: None

Complaint filed: January 19, 2021

20 **TO THE HONORABLE COURT:**

21 Plaintiff PAUL NAVARRO and Defendant MID-STATE CONCRETE PRODUCTS LLC
22 hereby respectfully request that this Court enter the attached proposed order to effectuate the
23 settlement entered between the parties.

24 **DEFINITIONS**

25 1. “**Action**” refers to the civil action entitled *Paul Navarro v. Midstate Concrete Products,*
26 *LLC*, Santa Barbara County Superior Court, Cook Division, Case No. 21CV00221.

27 2. “**Approval Order**” refers to an order approving the Parties’ MOU issued and entered by
28 the Court following a stipulation for entry of an order approving this settlement.

3. **“Attorney’s Fees and Costs Payment”** refers to the amount to be paid to Plaintiff’s counsel for any and all attorney’s fees incurred by Plaintiff to date as additional consideration for the settlement.

4. “**Complaint**” refers to the Complaint filed by Plaintiff on January 19, 2021.

5. **“Defendant”** refers to Midstate Concrete Products, LLC (“Midstate”).

6. **“Defendant’s Counsel”** refers to Kathryn M. Eppright of Andre, Morris & Buttery, A Professional Law Corporation. For purposes of providing any notices required under this Settlement, Defendant’s Counsel shall refer to: Kathryn M. Eppright, 1102 Laurel Lane, P.O. Box 730, San Luis Obispo, CA 93406-0730.

7. “**Dismissal**” refers to the Request for Dismissal without Prejudice of the First through Seventh Counts filed by Plaintiff on June 10, 2021.

8. **“First Amended Complaint”** refers to the First Amended Complaint filed by Plaintiff on April 16, 2021.

9. **“Individual Settlement Payment”** refers to the amount to be paid to Navarro as consideration for his release of all individual claims, including a waiver and release under CA Civil Code section 1542.

10. “LWDA” refers to the California Labor & Workforce Development Agency.

11. **“Navarro”** refers to Paul Navarro, the named Plaintiff in this Action.

12. “**MOU**” refers to the Memorandum of Understanding executed by the Parties.

13. “PAGA” refers to the Private Attorneys General Act of 2004.

14. **“Plaintiff”** refers to Paul Navarro, the named Plaintiff in this Action.

15. **“Plaintiff’s Counsel”** refers to Ruben Escobedo of Workworld Law. For purposes of providing any notices required under this Settlement, Plaintiff’s Counsel shall refer to: Ruben Escobedo, 731 S. Lincoln St., Santa Maria, CA 93458.

16. **“Settlement”** refers to the terms of the Parties’ settlement as set forth in the MOU.

PROCEDURAL HISTORY AND RECITALS

1. **The Action.** On January 19, 2021, Plaintiff filed an initial complaint seeking PAGA penalties based on allegations that Defendant had engaged in various wage and hour and health and

1 safety violations of the California Labor Code. Before initiating this action, Plaintiff submitted the
2 requisite letter to the LWDA on August 18, 2020.

3 2. **Defendant's Cure of alleged Wage Statement violation.** On September 18, 2020, after
4 the Plaintiff served the LWDA letter but before this Action was filed, Mid-State filed a Notice of
5 Cure as to the alleged wage statement violation. Even though Mid-State contended that their
6 itemized statements met the requirements of Labor Code section 226(a)(8) by including the
7 company's post office box address, the Company re-issued wage statements to all current and former
8 employees with the physical address of the Company and filed and served the necessary Notice of
9 Cure on both the LWDA and Navarro's attorney, Ruben Escobedo, as required under PAGA.

10 3. **First Amended Complaint.** On April 16, 2021, Plaintiff filed a First Amended
11 Complaint removing the allegations of a wage statement violation in light of Midstate's timely
12 Notice to Cure.

13 4. **Defendant's Discovery.** Defendant deposed Plaintiff Paul Navarro on May 21, 2021.

14 5. **Dismissal of Wage and Hour Claims.** On June 10, 2021, Plaintiff filed a Request for
15 Dismissal without Prejudice of the First through Seventh Counts, alleging wage and hour violations.
16 After the filing of the Dismissal, the three remaining causes of action alleged health and safety
17 violations of the Labor Code.

18 6. **Discovery and Investigation by Plaintiff's Counsel.** On June 4, 2021, Plaintiff served
19 requests for production of documents, requests for admissions and interrogatories on Defendant.
20 Plaintiff's Counsel further investigated the claims against Defendant in the Action, and also
21 analyzed all applicable defenses raised by Defendant.

22 7. **Defendant's Discovery Responses.** On July 19, 2021, Defendant served extensive
23 written discovery responses to Plaintiff's discovery requests and produced 1693 pages of documents
24 supporting Defendant's denial and affirmative defenses.

25 8. **CMADRESS Session.** The parties were referred by the court to a Case Management
26 Alternative Dispute Resolution Early Settlement Session (also known as CMADRESS), and met
27 with neutral Lauren Udden on August 26, 2021, via Zoom. The parties reached the settlement set
28 forth in the MOU through arm's length negotiations facilitated by Mr. Udden. The parties recently

1 memorialized the settlement in a written agreement, a copy of which is attached hereto as **Exhibit**
2 **1.**

3 **TERMS OF AGREEMENT**

4 **9. Settlement Agreement and Request for Dismissal Upon Approval.** Within thirty (30)
5 days of approval by the Court of this settlement, the Parties will execute a settlement agreement
6 providing for the payment of \$2,500 to Plaintiff and \$12,500 to Plaintiff's counsel as consideration
7 for a release by Plaintiff of any and all individual claims he has or may have against Defendant,
8 including claims for any alleged PAGA penalties, and Plaintiff will file a Request for Dismissal of
9 the remaining PAGA causes of action (Counts Eight, Nine and Ten) without prejudice.

10 **10. Evaluation of Plaintiff's Counsel.** Based on his investigation and evaluation,
11 Plaintiff's counsel is of the opinion that this case is not appropriate for further litigation on a
12 representative basis under PAGA and that dismissal without prejudice of the remaining causes of
13 action is warranted and appropriate. Following the Dismissal of the PAGA claims discussed above,
14 it is the opinion of Plaintiff's counsel that this matter is appropriately limited to Plaintiff's individual
15 experience. Additionally, Plaintiff's counsel is of the opinion that the Individual Settlement
16 Payment of \$2,500 to Plaintiff and the Attorney's Fees and Costs Payment of \$12,500 to Plaintiff's
17 counsel for fees and costs incurred to date is fair, reasonable and adequate consideration for the
18 release of any and all of Plaintiff's individual claims. Plaintiff's Counsel investigated Plaintiff's
19 claims, drafted the Complaint, reviewed and analyzed documents produced, and attended mediation
20 and is of the opinion that the risk of further litigation resulting in no recovery of any relief for
21 Plaintiff and/or the alleged PAGA Aggrieved Employees.

22 **11. The Parties' Intent.** It is the desire of the Parties to fully, finally, and forever settle,
23 compromise, and discharge any and all claims, rights, demands, charges, complaints, causes of
24 action, obligations or liability of any and every kind that were or could have been asserted in the
25 Action as to the Plaintiff individually, but not effect or address any claims, rights, demands, charges,
26 complaints, causes of action, obligations or liability of or for any of the other alleged Aggrieved
27 Employees.

28 **12. The Parties' Agreement to Cooperate.** The Parties agree to cooperate and to take all

1 steps necessary and appropriate to effectuate all aspects of this Settlement, including the execution
2 of a settlement agreement in accordance with the terms of the MOU and any stipulations or other
3 documents necessary for court approval of same.

4 **13. No LWDA Payment.** Plaintiff has determined that no payment to the LWDA is
5 warranted or required and therefore will file a dismissal without prejudice of the remaining causes
6 of action.

7 **14. No Admission of Liability or Innocence.** By entering into this Settlement, Defendant
8 in no way admits any violation of law or any liability whatsoever to Plaintiff, or the alleged PAGA
9 Aggrieved Employees, individually or collectively, and in fact expressly denies all such liability and
10 asserts that Midstate has acted in compliance of the California Labor Code referenced in the
11 Complaint. Likewise, by entering into this Settlement, Plaintiff in no way admits Defendant is
12 innocent of the charges made in the Action.

13 **15. Interim Stay of Proceedings.** The Parties agree to refrain from further litigation, except
14 as necessary to finalize the Settlement. If the Settlement is not approved, the Parties agree that they
15 will revert to their positions in the lawsuit prior to the time the Settlement was reached, and no
16 agreements set forth in the MOU or any documents generated or orders issued related to the
17 Settlement will be admissible in any future proceeding in this or any other action.

18 **16. Joint Request under CCP 664.6.** The Parties hereby make a joint request that the Santa
19 Barbara Superior Court, Cook Division, retain jurisdiction pursuant to California Code of Civil
20 Procedure 664.6 to enforce this Settlement and any subsequent settlement agreement executed by
21 the Parties.

22 **17. No Prior Assignments or Undisclosed Liens.** Plaintiff and Plaintiff's Counsel
23 represent and warrant that they have not assigned, transferred, conveyed, or otherwise disposed of,
24 or purported to assign, transfer, convey, or otherwise dispose of, any claims, attorneys' fees and
25 costs, or other claims released pursuant to this Settlement. Plaintiff and Plaintiff's Counsel further
26 represent and warrant that there are not any liens or claims against any of the amounts to be paid by
27 Defendant pursuant to this Settlement. Plaintiff and Plaintiff's Counsel agree to defend, to
28 indemnify, and to hold Defendant harmless from any liability, losses, claims, damages, costs, or

1 expenses, including reasonable attorneys' fees, resulting from a breach of these representations or
2 from any lien or assignment.

3 **SUMMARY OF TERMS OF SETTLEMENT**

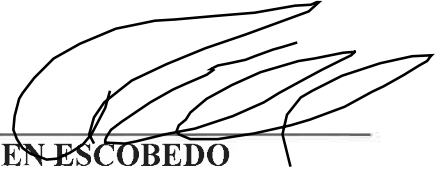
4 Within thirty (30) days of approval by the Court of this settlement, the Parties will execute
5 a settlement agreement providing for the payment of \$2,500 to Plaintiff and \$12,500 to Plaintiff's
6 counsel as consideration for a release by Plaintiff of any and all individual claims he has or may
7 have against Defendant, including claims for any alleged PAGA penalties, and Plaintiff will file a
8 Request for Dismissal of the remaining PAGA causes of action (Counts Eight, Nine and Ten)
9 without prejudice.

10 **REQUEST FOR APPROVAL OF SETTLEMENT**

11 For the foregoing reasons, the parties respectfully request that this Court enter the proposed
12 Order attached hereto.

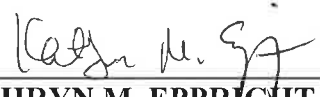
13 DATED: 10/21/2021

WORKWORLD LAW CORP.
A Professional Corporation

14
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17 By: 
RUBEN ESCOBEDO
Attorney for PAUL NAVARRO
as Private Attorney General

18
19 DATED: 10-19-2021

ANDRE, MORRIS & BUTTERY
A Professional Law Corporation

20
21
22 By: 
KATHRYN M. EPPRIGHT
Attorney for MID-STATE CONCRETE
PRODUCTS LLC

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[PROPOSED] ORDER

Having considered the stipulation filed by Plaintiff and Defendant, the Court hereby orders as follows:

18. The Court hereby GRANTS approval of the parties' settlement under Labor Code § 2699(l)(2) of the Private Attorneys General Act. The Settlement Agreement and Release attached hereto as **Exhibit 1** is hereby fully approved and shall be carried out and effectuated according to its terms.

IT IS SO ORDERED

DATED:

JUDGE OF THE SUPERIOR COURT

EXHIBIT 1

**SETTLEMENT AGREEMENT
AND
RELEASE**

THIS SETTLEMENT AGREEMENT AND RELEASE ("Agreement") is entered into this 9th day of October, 2021, by and between Paul Navarro, as the party of the first part referred to herein as "Employee", and Midstate Concrete Products LLC., as the party of the second part collectively referred to herein as "Employer." Employee and Employer shall be collectively referred to herein as "the Parties."

A. ACKNOWLEDGMENTS

The Parties make this Agreement in reference to the following facts and events which they mutually acknowledge:

A. Employee was the named plaintiff in the civil action Paul Navarro, individually on his own behalf and on behalf of all others similarly situated v. Midstate Concrete Products LLC, Santa Barbara Superior Court Cook Division, Case No. 21CV00221 ("Civil Action").

B. Employee alleged in the Civil Action claims for penalties under the Private Attorney General Act ("PAGA"). On June 10, 2021, Employee thereafter filed a dismissal without prejudice of Counts One through Seven and proceeded in the Civil Action with the prosecution of the remaining causes of action; specifically, Counts Eight, Nine and Ten.

C. Employer and Employee participated in a mediation on August 26, 2021, with Mediator Lauren Udden through the Santa Barbara Superior Court Case Management Alternative Dispute Resolution Early Settlement Session (also known as CMADRESS) program and reached a settlement of both the remaining PAGA claims as well as any potential individual claims of Employee. The terms of the settlement were summarized in a Memorandum of Understanding ("MOU") signed by the Parties and their counsel.

D. A stipulation to approve the settlement in accordance with the MOU was approved by the Santa Barbara Superior Court.

E. Without admission of fault or responsibility, the Parties wish to compromise and settle the Employee's Individual Claims, and any and all other issues and claims which have arisen, as well as all potential issues and claims which could arise between them, including but not limited to those matters in any way related to Employee's employment or termination of employment, pursuant to the terms and conditions of this Agreement.

**SETTLEMENT AGREEMENT
AND RELEASE**

B. AGREEMENTS

NOW, THEREFORE, for and in consideration of the foregoing Recitals, and the mutual covenants, agreements and considerations set forth below, the sufficiency of which are hereby agreed, it is mutually agreed as follows:

1. In express consideration for Employee's voluntary execution and delivery of this Agreement, Employer shall pay the following consideration in exchange for Employee's voluntary execution of this Agreement and performance hereunder: (1) a total of Twelve Thousand Five Hundred Dollars (\$12,500.00) payable to Employee's counsel Workworld Law Attorney Trust Account (hereinafter referred to as the "Attorney's Fees and Costs Payment"); and (2) a total of Two Thousand Five Hundred Dollars (\$2,500.00) payable to Employee Paul Navarro (hereinafter referred to as the "Individual Settlement Payment"). Both the Attorney's Fees and Costs Payment and the Individual Settlement Payments will be made by delivery of two checks to Employee's counsel, Ruben Escobedo, within thirty (30) days of the Effective Date as defined below. Employee agrees that Employer's obligation of timely delivery of the Settlement Payment is conditional and dependant upon Employee's timely delivery of the executed Agreement to Employer's counsel.
2. Within five (5) days of receipt of the Attorneys Fees and Costs Payment and the Individual Settlement Payment, Employee and his counsel will file with the Santa Barbara Superior Court, Cook Division, a Request for Dismissal without Prejudice of the remaining causes of action; specifically, Counts Eight, Nine and Ten.
3. This Agreement shall become effective between the Parties on the eighth (8th) calendar day after its execution date by Employee (the "Effective Date"). Employee can revoke this Agreement at any time prior to the Effective Date by delivering written notification of his election to revoke the Agreement to Kathryn M. Eppright, via fax at (805) 543-0752 before 5:00 p.m. on the Effective Date.
4. Employer and Employee shall bear their own attorneys' fees and costs, including but not limited to any mediator fees, filing costs or other expenses, incurred in connection with the Civil Action or the negotiation and execution of this Agreement.
5. Except as provided in this Agreement, Employee hereby, for himself individually and for his agents, administrators, employees, members, partners, shareholders, directors, officers, successors-in-interest and assigns, fully and forever release and discharge Employer and its owners, insurers, employees, members, partners, shareholders, directors, officers, and agents, and each of them, of and from any and all claims, demands, actions or causes of action against him by reason of any occurrences or any damages or injuries whatsoever which the Parties

SETTLEMENT AGREEMENT AND RELEASE

acknowledge includes any and all claims or causes of action arising from his employment or the termination of his employment through the Effective Date of this Agreement.

This total release includes, but is not limited to: the Age Discrimination in Employment Act, as amended, 29 U.S.C. §621 et seq. ("ADEA"); Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000(e) et seq. ("Title VII"); the California Fair Employment and Housing Act, Part 2.8 Division 3, Title 2 of the Government Code, Section 12900-12996 ("FEHA"); the Rehabilitation Act of 1973, as amended, Section 1981 of Title 42 of the United States Code; Labor Code Section 1102.1; breach of contract (express or implied); intentional infliction of emotional harm; wrongful discharge; defamation or other tort; attorneys' fees; or any other federal, state, or municipal statute, ordinance or common-law theory, including those relating to wrongful termination, discrimination in employment or unfair employment practices.

This total release further includes any individual claims for penalties Employee alleged was owing in the Civil Action pursuant to the California Private Attorneys General Act of 2004 ("PAGA"), Labor Code section 2698 *et seq.*

6. Employee represents and warrants that he has not heretofore assigned, transferred, or purported to assign or transfer to any person or entity, any liability, claim, demand, action, cause of action or right which is herein released and discharged; and each party, respectively, shall indemnify each person and entity released and discharged by the foregoing provisions and their respective successors-in-interest, employees, assigns, affiliates, partners, co-venturers, attorneys, and each of them, and shall hold them harmless from and against: (a) any liability, claim, demand, action, cause of action or right which has been assigned or transferred by said party contrary to the foregoing representation or in violation of the foregoing warranty; and (b) any and all loss, expense, and/or liability arising directly or indirectly out of any breach of the foregoing warranty by said party. Employee shall indemnify each person and entity released and discharged by the foregoing provisions and their respective successors-in-interest, employees, assigns, affiliates, partners, co-venturers, attorneys, and each of them, and shall hold them harmless from and against any and all loss, expense, and/or liability arising directly or indirectly out of the enforcement or attempted enforcement by anyone against such indemnitee of any of the liability, claims, demands, actions, causes of action and rights herein released and discharged by each such indemnitor, respectively.
7. It is understood by Employee that section 1542 of the California Civil Code provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO
CLAIMS WHICH THE CREDITOR OR RELEASING
PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN

SETTLEMENT AGREEMENT AND RELEASE

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."

Being thus familiar and aware, the Employee expressly waives the effects of Civil Code section 1542. Thus, notwithstanding the provisions of Civil Code section 1542, and for the purpose of effecting a full and complete release, the Employee hereby expressly acknowledges that this Agreement is intended to include in its effect, without limitation, any and all claims or causes of action which the Employee does not know of or suspect to exist in his favor as of the date of this Agreement, and that this Agreement contemplates that all such claims and causes of action will be extinguished.

8. Employee hereby agrees that this Agreement constitutes a knowing and voluntary waiver of any and all rights or claims that exist or that he may have under the Age Discrimination in Employment Act ("ADEA"), as amended by the Older Workers' Benefit Protection Act of 1990 (29 U. S. C. §§ 621 *et seq.*) ("OWBPA"), and by initialing where indicated on the Addendum, which is attached hereto and incorporated herein by this reference, Employee is confirming his agreement to this additional waiver and release.
9. Employee acknowledges and represents that he reviewed this Agreement with his attorney following mediation with a third party mediator. Employee represents that he understands all terms and conditions of this Agreement completely and executes this Agreement voluntarily, without any inducements, promises, or representations made by Employer or any person purporting to represent or serve Employer, except as stated in this Agreement, and understands that after signing this Agreement, he cannot proceed against Employer or any related parties either on a court of law, administrative proceeding or arbitration with respect to or on account of any of the claims or matters released hereunder.
10. It is understood that this Agreement is executed by the Parties hereto without any admission or confession of any liability or wrongdoing on the part of any party hereto. Each party hereto certifies that he has read all of this Agreement and fully understands the same.
11. The following miscellaneous provisions shall apply to this Agreement:
 - 11.1 This Agreement and any other documents referred to herein shall in all respects be interpreted, enforced and governed by and under the laws of the State of California. The language of this Agreement shall be construed as a whole according to its fair meaning, and not strictly for or against any of the Parties.

SETTLEMENT AGREEMENT AND RELEASE

- 11.2 This Agreement contains all of the understandings and agreements of whatsoever kind and nature existing between the Parties with respect to the Settlement and the matters addressed herein. This Agreement may only be amended by a written agreement signed by the Parties hereto. To the extent there is a difference between the terms of this Agreement and the Parties' MOU, the Parties agree that this Agreement will control.
- 11.3 In the event litigation is commenced to enforce any of the provisions of this Agreement, or to recover damages for breach of any of the provisions of this Agreement, or to obtain declaratory relief in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.
- 11.4 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement. The Parties' signatures may be delivered via e-mail, facsimile transmission, U. S. Mail or personal delivery. A facsimile of a signature or electronic signature via DocuSign shall have the same force and effect as an original.
- 11.5 Each party executing this Agreement has full authority, mental capacity and power to do so, and no further actions are otherwise necessary to bind him/it.
- 11.6 If any provision of this Agreement or the application of such provision to any person or circumstance shall be held invalid by a court of competent jurisdiction, the remainder of this Agreement or the application of such provision to persons or circumstances other than those to which this Agreement is held invalid shall not be affected thereby. Any party may waive or excuse the failure of any other party to perform any provision of this Agreement; provided, however, that any such waiver shall not preclude the enforcement of this Agreement upon any subsequent breach. The Parties further agree that in the event a court of competent jurisdiction finds any of the provisions of this Agreement to be unenforceable, it is the Parties' intent that such provisions be reduced in scope by the court, but only to the extent being necessary by the court to render the provision reasonable and enforceable.
- 11.7 Each of the Parties agrees to execute any and all further agreements or documents necessary to effectuate the intent and purposes of this Agreement.
- 11.8 All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person, persons or entities may require.

**SETTLEMENT AGREEMENT
AND RELEASE**

11.9 The provisions of this Agreement shall be deemed to obligate, extend to and inure to the benefit of the successors, assigns, transferees, grantees and indemnities of the Parties.

IN WITNESS WHEREOF, each of the Parties hereto has executed this Settlement Agreement and Release on the date set forth below his or her respective signature.

"Employer"

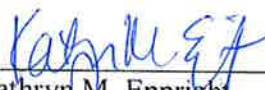
Midstate Concrete Products LLC

By: 
Robert Vander Veen, President

Date: 10-11-2021

Approved as to form:

Andre, Morris & Buttery, a PLC

By: 
Kathryn M. Eppright
Attorneys for Employer

Date: 10/6/2021

"Employee"



Paul Navarro

Date: 10 / 09 / 2021

Approved as to form:

Workworld Law

By: 
Ruben Escobedo
Attorneys for Employee

Date: 10 / 06 / 2021

**SETTLEMENT AGREEMENT
AND RELEASE**

ADDENDUM RE: ADEA RELEASE AND WAIVER

By initialing below, I hereby acknowledge and agree to each of the following:

21 Day Waiting Period: That on <u>10 / 09 / 2021</u> , I was given twenty-one (21) days to consider and accept the terms of this Agreement;	Initials <u>PNJ</u>
Waiver of 21 Day Waiting Period: That if I have taken less than twenty-one (21) days to consider and accept the terms of this Agreement, I did so voluntarily and knowingly waive any additional time to consider this Agreement;	Initials <u>PNJ</u>
Notice to Consult Legal Counsel: That I have been and am hereby advised in this writing to consult with an attorney about the Agreement before signing it;	Initials <u>PNJ</u>
Severance is Not Owed Absent Agreement: That the payment offered as set forth in the Agreement is not owed or required to be paid by Employer and is being paid in consideration for my execution of this Agreement;	Initials <u>PNJ</u>
Right to Revoke: That I am aware of my right to revoke this waiver of claims under the ADEA and OWBPA anytime within seven (7) calendar days after signing this agreement by sending a written notice of revocation before the Effective Date of this Agreement to: Kathryn M. Eppright by email to kepwright@amblaw.com ;	Initials <u>PNJ</u>

TITLE	Mid-State Conference Settlement Papers for Signature (2 of...
FILE NAME	FINAL%20Navarro%2...-%209-27-2021.PDF
DOCUMENT ID	f756939e1e662054b4d777fae88a89475db96645
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

This document was requested from app.clio.com

Document History



SENT

10 / 06 / 2021
20:40:38 UTC

Sent for signature to Paul Navarro
(paulnglimonera@gmail.com) from ruben@workworldlaw.com
IP: 136.144.33.107



VIEWED

10 / 07 / 2021
02:05:28 UTC

Viewed by Paul Navarro (paulnglimonera@gmail.com)
IP: 172.56.30.173



SIGNED

10 / 09 / 2021
16:57:46 UTC

Signed by Paul Navarro (paulnglimonera@gmail.com)
IP: 172.56.30.147



COMPLETED

10 / 09 / 2021
16:57:46 UTC

The document has been completed.