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*Attorneys for Plaintiffs*  
JUAN ENRIQUEZ ROMERO and ADRIANA DIAZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

JUAN ENRIQUEZ ROMERO, et al.,

*Plaintiffs,*

vs.

BOARDRIDERS WHOLESALE, LLC, a  
California corporation, at al.,

*Defendants.*

Case No.: 20STCV31088

[Hon. William F. Highberger]

**PAGA SETTLEMENT AGREEMENT**

Complaint filed: August 14, 2020  
Trial date: Not set

## PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiffs JUAN ENRIQUEZ ROMERO, ADRIANA DIAZ and LORENA GALEANO (collectively, “Plaintiffs”) and Defendants BOARDRIDERS WHOLESALE, LLC, BOARDRIDERS, INC., and FRANCIS ROY (collectively, “Defendants”). The Agreement refers to Plaintiffs and Defendants collectively as “Parties,” or individually as “Party.”

### 1. **DEFINITIONS.**

- 1.1. “Action” means the Plaintiffs’ lawsuit alleging wage and hour violations against Defendants captioned *Juan Enriquez Romero et. al., v. Boardriders Wholesale, LLC et. al.*, initiated on August 14, 2020, and pending in Superior Court of the State of California, County of Los Angeles.
- 1.2. “Administrator” means Phoenix Settlement Administrators, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of the Settlement.
- 1.4. “Aggrieved Employee” means all current and former non-exempt, hourly employees of Boardriders Wholesale, LLC – including those who were staffed to work for Boardriders Wholesale, LLC by Adecco USA, Inc. and/or Adecco Employment Services, Inc. or any of their affiliates, as defined by California Corporations Code § 150 (collectively, “Adecco”) – who have worked for Boardriders Wholesale, LLC in California the PAGA Period.
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendants’ possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably

1 available sources, methods and means including, but not limited to, the National  
2 Change of Address database, skip traces, and direct contact by the Administrator with  
3 Aggrieved Employees.

4 1.7. "Court" means the Superior Court of California, County of Los Angeles.

5 1.8. "Defense Counsel" means Michael S. Kun and Kevin D. Sullivan of Epstein Becker &  
6 Green, P.C.

7 1.9. "Effective Date" means the first court date after both of the following have occurred:  
8 (i) approval of this settlement is granted by the Court, and (ii) judgment approving this  
9 settlement becomes Final.

10 1.10. "Final," as used in the definition of Effective Date, shall mean the latest of: (i) if there  
11 is an appeal of the Court's judgment, the date the judgment is affirmed on appeal, the  
12 date of dismissal of such appeal, or the expiration of the time to file a petition for  
13 certiorari in the United States Supreme Court petition or a petition for review in the  
14 California Supreme Court, as applicable; or (ii) if such a petition is filed, the date of  
15 denial of the petition, or the date the judgment is affirmed pursuant to such petition; or  
16 (iii) if no appeal is filed, the expiration date of the time for filing or noticing any  
17 appeal from the judgment.

18 1.11. "Gross Settlement Amount" means **\$485,000.00**, which is the total amount  
19 Boardriders Wholesale, LLC agrees to pay under the Settlement. The Gross Settlement  
20 Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment,  
21 PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the  
22 Administrator's Expenses.

23 1.12. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25%  
24 of the PAGA Penalties calculated according to the number of Pay Periods the  
25 Aggrieved Employee worked during the PAGA Period.

26 1.13. "Judgment" means the judgment entered by the Court based upon the Order granting  
27 Approval of the Settlement.

28 1.14. "LWDA" means the California Labor and Workforce Development Agency, the

agency entitled, under Labor Code § 2699(i).

1.15. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code § 2699(i).

1.16. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.

1.17. “PAGA Counsel” means Moon Law Group, PC and Bibiyan Law Group, P.C., the attorneys representing Plaintiffs in the Action.

1.18. “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

1.19. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.

1.20. “PAGA Period” means any time between August 12, 2019 and either (i) November 23, 2023, or (ii) the latest date when there are no more than 44,000 pay periods collectively worked by the PAGA Members, whichever of these two dates occurs later.

1.21. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698 *et seq.*).

1.22. “PAGA Notices” means Plaintiff Romero’s August 12, 2020 letter to Defendant Boardriders Wholesale, LLC, and the LWDA (case no. LWDA-CM-802365-20), Plaintiff Diaz’s May 28, 2021 letter to Defendant Boardriders Wholesale, LLC and the LWDA (case no. LWDA-CM-802365-20), and Plaintiff Galeano’s July 21, 2021 letter to Defendants, and the LWDA (case no. LWDA-CM-838789-21), and Plaintiffs Romero and Diaz’s September 26, 2023 supplemental letter to Defendant Boardriders Wholesale, LLC and the LWDA (case no. LWDA-CM-802365-20), providing notice pursuant to Labor Code § 2699.3(a).

- 1.23. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to LWDA in settlement of PAGA claims.
- 1.24. "Plaintiffs" means Juan Enriquez Romero, Adriana Diaz and Lorena Galeano, the named Plaintiffs in the Action.
- 1.25. "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.26. "Released PAGA Claims" means the claims being released as described in Paragraph 5 below.
- 1.27. "Released Parties" means: Defendants and Adecco and their past and present officers, directors, shareholders, managers, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, and their respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys.
- 1.28. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.
- 1.29. "Defendants" means named Defendants Boardriders Wholesale, LLC; Boardriders, Inc.; and Francis Roy.

## 2. **RECITALS.**

- 2.1. On August 14, 2020, Plaintiffs commenced this Action by filing a Complaint alleging causes of action against Defendants for (1) Failure to Pay Minimum Wages (Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197); (2) Failure to Pay Overtime Compensation (Cal. Lab. Code §§ 1194 and 1198); (3) Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7, 512); (4) Failure to Authorize and Permit Rest Breaks (Cal. Lab. Code §§ 226.7); (5) Failure to Indemnify Necessary Business Expenses (Cal. Lab. Code § 2802); (6) Failure to Timely Pay Final Wages at Termination (Cal. Lab. Code §§ 201-203); (7) Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code § 226); and (8) Unfair Business Practices (Cal. Bus. & Prof. Code § 17200, *et seq.*).

1 Plaintiffs filed a Fourth Amended Complaint adding a new class representative,  
2 Lorena Galeano, and new defendants Boardriders, Inc., and Francis Roy. The Fourth  
3 Amended Complaint is the operative complaint in the Action (the “Operative  
4 Complaint.”) Defendants deny the allegations in the Operative Complaint, deny any  
5 failure to comply with the laws identified in in the Operative Complaint, and deny any  
6 and all liability for the causes of action alleged.

7 2.2. Pursuant to Labor Code § 2699.3(a), Plaintiffs gave timely written notice to  
8 Defendants and the LWDA by sending the PAGA Notices.

9 2.3. On August 25, 2023, the Parties participated in an all-day mediation presided over by  
10 Tripper Ortman, Esq. which led to this Agreement to settle the Action.

11 2.4. Prior to mediation, Plaintiffs obtained, through informal discovery, electronic time and  
12 pay records, policy documents, and data about the class.

13 2.5. The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of  
14 any other pending matter or action asserting claims that will be extinguished or  
15 affected by the Settlement.

16  
17 **3. MONETARY TERMS.**

18 3.1. Gross Settlement Amount. Boardriders Wholesale, LLC promises to pay \$485,000.00  
19 and no more as the Gross Settlement Amount. Boardriders Wholesale, LLC has no  
20 obligation to pay the Gross Settlement Amount prior to the deadline stated in  
21 Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross  
22 Settlement Amount without asking or requiring Aggrieved Employees to submit any  
23 claim as a condition of payment. None of the Gross Settlement Amount will revert to  
24 Defendants.

25 3.2. Payments from the Gross Settlement Amount. The Administrator will make and  
26 deduct the following payments from the Gross Settlement Amount, in the amounts  
27 specified by the Court in the Final Approval:

28 3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-

third of the GSA (including up to one-third of any increase to the GSA pursuant to the Escalator Clause), which is \$161,666.67, and a PAGA Counsel Litigation Expenses Payment of not more than \$40,000.00. Defendants will not oppose requests for these payments provided that do not exceed these amounts. Plaintiffs and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2. To the Administrator: An Administrator Expenses Payment not to exceed \$20,000.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$20,000.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.3. To the LWDA and Aggrieved Employees: PAGA Penalties to be paid from the Gross Settlement Amount, will be allocated as 75% to the LWDA PAGA Payment and 25% allocated to the Individual PAGA Payments.

3.2.3.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA

Penalties by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.3.2.If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

#### **4. SETTLEMENT FUNDING AND PAYMENTS.**

4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendants estimate there will be approximately 1,925 Aggrieved Employees who will have collectively worked no more than 44,000 PAGA Pay Periods during the PAGA Period.

4.2. Aggrieved Employee Data. Within 14 days of approval of this Settlement, Defendants will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

1           4.3.   Funding of Gross Settlement Amount. Defendants shall fully fund the Gross  
2           Settlement Amount by transmitting the funds to the Administrator no later than 5 days  
3           after the Effective Date.

4           4.4.   Payments from the Gross Settlement Amount. Within 14 days after Defendants fund  
5           the Gross Settlement Amount, the Administrator will mail checks for all Individual  
6           PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment,  
7           the PAGA Counsel Fee Payment, and the PAGA Counsel Litigation Expenses  
8           Payment. Disbursement of the PAGA Counsel Fee Payment and the PAGA Counsel  
9           Litigation Expenses Payment shall not precede disbursement of Individual PAGA  
10          Payments.

11          4.4.1. The Administrator will issue checks for the Individual PAGA Payments and  
12               send them to the Aggrieved Employees via First Class U.S. Mail, postage  
13               prepaid. The face of each check shall prominently state the date (not less than  
14               180 days after the date of mailing) when the check will be voided. The  
15               Administrator will cancel all checks not cashed by the void date. Before  
16               mailing any checks, the Settlement Administrator must update the recipients'  
17               mailing addresses using the National Change of Address Database.

18          4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for  
19               all Aggrieved Employees whose checks are returned undelivered without USPS  
20               forwarding address. Within 7 days of receiving a returned check the  
21               Administrator must re-mail checks to the USPS forwarding address provided  
22               or to an address ascertained through the Aggrieved Employee Address Search.  
23               The Administrator need not take further steps to deliver checks to Aggrieved  
24               Employees whose re-mailed checks are returned as undelivered. The  
25               Administrator shall promptly send a replacement check to any Aggrieved  
26               Employee whose original check was lost or misplaced, requested by the  
27               Aggrieved Employee prior to the void date.

28          4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is

uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

4.4.4. The payment of Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to the Aggrieved Employees, such as 401(k) contributions or bonuses, beyond those specified in this Agreement.

## **5. RELEASES OF CLAIMS.**

Effective on the date when Defendants fully fund the entire Gross Settlement Amount, Plaintiffs, the Aggrieved Employees, the LWDA, and PAGA Counsel will release claims against all Released Parties as follows:

5.1. Plaintiffs' Release. Under this Settlement, Plaintiffs release, on behalf of themselves and their respective former and present representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, and the PAGA Notices. Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the PAGA Period.

5.2. Release by Aggrieved Employees and the LWDA: All Aggrieved Employees and the LWDA are deemed to release and discharge, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims, demands, rights, liabilities and causes of action under PAGA as asserted in the Operative Complaint in this Action, the pleadings in the action known as *Galeano v. Lorena Galeano v. Boardriders, Inc. and Francis Roy*, Orange County case no. 30-2021-01214509-CU-

OE-CXC (the “*Galeano* Action”), or the PAGA Notices, and any and all claims, demands, rights, liabilities and causes of action under PAGA that could have been alleged based on the facts that have been alleged in the pleadings in the Action, *Galeano* Action, or the PAGA notices, that arose during the PAGA Period.

5.3. Release by PAGA Counsel: PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Fees incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint, the pleadings in the *Galeano* Action, and the PAGA Notices, and PAGA Counsel shall only recover fees awarded in conjunction with Court approval of this Settlement.

**6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.**

Plaintiffs shall prepare and file an application or motion for approval of this Settlement.

6.1. Plaintiffs’ Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code § 2699.3(a)), the Operative Complaint (Labor Code § 2699(l)(1)), this Agreement (Labor Code § 2699(l)(2)), and all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations,

1 Plaintiffs and PAGA Counsel shall aver that they are not aware of any other pending  
2 matter or action asserting claims that will be extinguished or adversely affected by the  
3 Settlement or identify any such action if any are known.

4 6.2. Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly  
5 responsible for expeditiously finalizing and filing the application or motion for  
6 approval of this Settlement no later than 30 days after the full execution of this  
7 Agreement and, if necessary, obtaining a prompt hearing date for the motion and  
8 appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible  
9 for delivering the Court's Order granting approval to the Administrator.

10 6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or  
11 motion for approval of this Settlement and/or the supporting declarations and  
12 documents, PAGA Counsel and Defense Counsel will expeditiously work together on  
13 behalf of the Parties by meeting in person or by telephone, and in good faith, to  
14 resolve the disagreement. If the Court does not grant the motion for approval of this  
15 Settlement or conditions its approval on any material change to this Agreement,  
16 PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the  
17 Parties by meeting in person or by telephone, and in good faith, to modify the  
18 Agreement and otherwise satisfy the Court's concerns.

19  
20 **7. SETTLEMENT ADMINISTRATION.**

21 7.1. Selection of Administrator. The Parties have jointly selected Phoenix Settlement  
22 Administrators to serve as the Administrator and verified that, as a condition of  
23 appointment, Phoenix Settlement Administrators agrees to be bound by this  
24 Agreement and to perform, as a fiduciary, all duties specified in this Agreement in  
25 exchange for payment of Administration Expenses. The Parties and their Counsel  
26 represent that they have no interest or relationship, financial or otherwise, with the  
27 Administrator other than a professional relationship arising out of prior experiences  
28 administering settlements.

7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation § 468B-1.

7.4. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

## **8. AGGRIEVED EMPLOYEE SIZE ESTIMATES**

Based on its records, Boardriders Wholesale, LLC represents that there were roughly 40,000 pay periods collectively worked by the Aggrieved Employees from August 12, 2019 through August 25, 2023. Because the PAGA Period is defined as ending either on November 23, 2023 (i.e., 90 days after the August 25, 2023) mediation, or (ii) the latest date when there are no more than 44,000 pay periods collectively worked by the Aggrieved Employees, whichever of these two dates occurs later, the pay period count cannot exceed 44,000 pay periods, and no escalator clause is included.

## **9. CONTINUING JURISDICTION AND WAIVER OF RIGHT TO APPEAL.**

9.1. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

9.2. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and

1 appellate proceedings, the right to file motions to vacate judgment, motions for new  
2 trial, extraordinary writs, and appeals. The waiver of appeal does not include any  
3 waiver of the right to oppose such motions, writs or appeals. If another party appeals  
4 the Judgment, the Parties' obligations to perform under this Agreement will be  
5 suspended until such time as the appeal is finally resolved and the Judgment becomes  
6 final, except as to matters that do not affect the amount of the Net Settlement Amount.

7  
8 **10. ADDITIONAL PROVISIONS.**

9 10.1. No Admission of Liability or Representative Manageability for Other Purposes. This  
10 Agreement represents a compromise and settlement of highly disputed claims. Nothing  
11 in this Agreement is intended or should be construed as an admission by Defendants  
12 that any of the allegations in the Operative Complaint have merit or that Defendants  
13 have any liability for any claims asserted; nor should it be intended or construed as an  
14 admission by Plaintiffs that Defendants' defenses in the Action have merit. The Parties  
15 agree that representative treatment is for purposes of this Settlement only. If, for any  
16 reason the Court does not approve this Settlement, Defendants reserve all available  
17 defenses to the claims in the Action, and Plaintiffs reserves the right to contest  
18 Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle  
19 the Action will have no bearing on, and will not be admissible in connection with, any  
20 litigation (except for proceedings to enforce or effectuate the Settlement and this  
21 Agreement).

22 10.2. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement  
23 together with its attached exhibits shall constitute the entire agreement between the  
24 Parties relating to the Settlement, superseding any and all oral representations,  
25 warranties, covenants, or inducements made to or by any Party.

26 10.3. Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and  
27 represent that they are authorized by Plaintiffs and Defendants, respectively, to take all  
28 appropriate action required or permitted to be taken by such Parties pursuant to this

1 Agreement to effectuate its terms, and to execute any other documents reasonably  
2 required to effectuate the terms of this Agreement including any amendments to this  
3 Agreement.

4 10.4. Cooperation. The Parties and their counsel will cooperate with each other and use their  
5 best efforts, in good faith, to implement the Settlement by, among other things,  
6 modifying the Settlement Agreement, submitting supplemental evidence and  
7 supplementing points and authorities as requested by the Court. In the event the Parties  
8 are unable to agree upon the form or content of any document necessary to implement  
9 the Settlement, or on any modification of the Agreement that may become necessary  
10 to implement the Settlement, the Parties will seek the assistance of a mediator and/or  
11 the Court for resolution.

12 10.5. No Prior Assignments. The Parties separately represent and warrant that they have not  
13 directly or indirectly assigned, transferred, encumbered, or purported to assign,  
14 transfer, or encumber to any person or entity and portion of any liability, claim,  
15 demand, action, cause of action, or right released and discharged by the Party in this  
16 Settlement.

17 10.6. No Tax Advice. Neither Plaintiffs, PAGA Counsel, Defendants nor Defense Counsel  
18 are providing any advice regarding taxes or taxability, nor shall anything in this  
19 Settlement be relied upon as such within the meaning of United States Treasury  
20 Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

21 10.7. Modification of Agreement. This Agreement, and all parts of it, may be amended,  
22 modified, changed, or waived only by an express written instrument signed by all  
23 Parties or their representatives, and approved by the Court.

24 10.8. Agreement Binding on Successors. This Agreement will be binding upon, and inure to  
25 the benefit of, the successors of each of the Parties.

26 10.9. Applicable Law. All terms and conditions of this Agreement and its exhibits will be  
27 governed by and interpreted according to the internal laws of the state of California,  
28 without regard to conflict of law principles.

- 10.10. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 10.11. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 10.12. Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiffs and PAGA Counsel shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendants unless, prior to the Administrator's payment of all Settlement Funds, Defendants make a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.
- 10.13. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 10.14. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 10.15. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by

email or messenger, addressed as follows:

To Plaintiffs' Counsel:

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Mariam Ghazaryan

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Telephone: (310) 556-8861

10.16. Execution in Counterparts. This Agreement may be executed in one or more

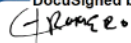
counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.17. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure § 583.330 to extend the date to bring a case to trial under Code of Civil Procedure § 583.310 for the entire period of this settlement process.

**Plaintiffs:**

Dated: December 26, 2023

By:

DocuSigned by:  
  
1DD308E85F27436...

Juan Enriquez Romero

Dated: December 26, 2023

By:

DocuSigned by:  
  
E6AE664E890F442...

Adriana Diaz

Dated: December \_\_, 2023

By:

Lorena Galeano

**Plaintiffs' Counsel:**

Dated: December 26, 2023

**MOON LAW GROUP, PC**

By:

  
Kane Moon  
H. Scott Leviant  
Mariam Ghazaryan  
Attorneys for Plaintiffs  
Juan Enriquez Romero and Adriana Diaz

Dated: December \_\_, 2023

**BIBIYAN LAW GROUP, P.C**

By:

David Bibiyan  
Vedang Patel  
  
Attorneys for Plaintiff  
Lorena Galeano

**Plaintiffs:**

Dated: December \_\_, 2023

By: \_\_\_\_\_  
Juan Enriquez Romero

Dated: December \_\_, 2023

By: \_\_\_\_\_  
Adriana Diaz

Dated: December 21, 2023

By:  \_\_\_\_\_  
[Lorena Galeano \(Dec 21, 2023 17:12 PST\)](#)  
Lorena Galeano

**Plaintiffs' Counsel:**

Dated: December \_\_, 2023

**MOON LAW GROUP, PC**

By: \_\_\_\_\_  
Kane Moon  
H. Scott Leviant  
Mariam Ghazaryan  
Attorneys for Plaintiffs  
Juan Enriquez Romero and Adriana Diaz

Dated: December 26, 2023

**BIBIYAN LAW GROUP, P.C**

By:  \_\_\_\_\_  
David Bibiyan  
Vedang Patel  
  
Attorneys for Plaintiff  
Lorena Galeano

**Defendants:**

Dated: December \_\_, 2023

BOARDRIDERS WHOLESALE, LLC

By: Jay Dubiner

Print Name

Jay Dubiner

Signature

Chief Legal  
Officer

Title

**Defendants' Counsel:**

Dated: January 2, 2024

**EPSTEIN BECKER & GREEN, P.C.**

By:

Michael S. Kun

Kevin D. Sullivan

Attorneys for Defendants  
Boardriders Wholesale, LLC; Boardriders, Inc.;  
and Francis Roy