

Exhibit 1

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16
17 SUPERIOR COURT OF THE STATE OF CALIFORNIA

18 FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT

19
20 RAMON MIZQUES, individual, on
21 behalf of the State of California, as private
22 attorney general, and on behalf of all
aggrieved employees,

23 Plaintiff,

24 v.

25 ALANT CORP., a California corporation;
26 and DOES 1 to 100, inclusive,

27 Defendants.
28

CASE NO. 20STCV02357

[Unlimited Jurisdiction]

*Assigned for all purposes to the
Hon. Timothy P. Dillon, Department 73*

**STIPULATION OF PAGA SETTLEMENT
AND RELEASE OF CLAIMS**

Complaint Filed: January 20, 2021

Trial Date: May 31, 2022

This Stipulation of PAGA Settlement and Release of Claims is entered into by and between Plaintiff RAMON MIZQUES (“Plaintiff”) as a representative of the State of California Labor and Workforce Development Agency (“LWDA”) on behalf of himself and other allegedly aggrieved employees, as well as his respective counsel, on the one hand, and Defendant ALANT CORP. (“Defendant”) (Plaintiff and Defendants collectively are “the Parties”), on the other hand.

1. DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings:

1.1. Action. “Action” means and includes the civil lawsuit entitled *Ramon Mizques v. Alant Corp.* filed on or about January 20, 2021 in the Superior Court of the State of California, County of Los Angeles, and designated as Case No. 20STCV02357.

1.2. Agreement. “Agreement” means this Stipulation of Private Attorneys General Act (“PAGA”) Settlement and Release of Claims, which includes the Definitions, Recitals, and all Exhibits attached hereto but excludes any caption pages which may or may not be filed with this Agreement.

1.3. Complaint. “Complaint” means the civil complaint filed by Plaintiff in this Action.

1.4. Court. “Court” means the Superior Court of California, County of Los Angeles, the Honorable Timothy P. Dillon presiding.

1.5. Defendant. “Defendant” means Alant Corp.

1.6. Defendant’s Counsel. “Defendant’s Counsel” means Fisher & Phillips LLP. For purposes of providing any notices required under this Agreement, Defendant’s Counsel shall refer to Spencer W. Waldron, Fisher & Phillips LLP, 2050 Main Street, Suite 1000, Irvine, California 92614.

1.7. Effective Date. “Effective Date” means the date that the Court grants approval of this settlement.

1.8. Gross Settlement Amount. “Gross Settlement Amount” means the maximum settlement amount of One Hundred Thirty-Nine Thousand Three Hundred Ninety-Two Dollars (\$139,392) to be paid by Defendant in connection with an order granting approval of the settlement or entering final judgment in the Action. The Gross Settlement Amount is inclusive of any and all

PAGA penalties (75% of which is designated for the LWDA Payment and 25% of which is designated for all Individual PAGA Payments), Settlement Administration Expenses, and Plaintiff's Counsel's Fees and Costs Payment, Plaintiff's Service Award.

1.9. Individual PAGA Payment. "Individual PAGA Payment" means the payment from the Net Settlement Amount to be distributed to PAGA Settlement Members pursuant to Paragraph 3.6.

1.10. LWDA Payment. "LWDA Payment" means the payment from the Net Settlement Amount to be distributed to the California Labor and Workforce Development Agency ("LWDA") pursuant to Paragraph 3.6.

1.11. Net Settlement Amount. "Net Settlement Amount" means the portion of the Gross Settlement Amount available after deductions for any Court-approved Settlement Administration Expenses, Plaintiff's Counsel's Fees and Costs Payment, and Plaintiff's Service Award.

1.12. PAGA Notice. "PAGA Notice" means the Notice of Private Attorneys General Act (California Labor Code § 2698, *et seq.*) Settlement Award in the form attached hereto as **Exhibit A** that will be sent by the Settlement Administrator to the PAGA Settlement Members notifying them of the settlement.

1.13. PAGA Period. "PAGA Period" means the period from November 16, 2019, through March 15, 2022.

1.14. PAGA Settlement Members. "PAGA Settlement Members" or "PAGA Settlement Group" mean all current and former employees who worked for Defendant, whether directly or through any staffing agency, subsidiary, or professional employer organization, as a non-exempt hourly paid employee in the state of California from November 16, 2019 through March 15, 2022. Defendant represents that there are approximately 140 PAGA Settlement Members and approximately 4,224 total pay periods at issue during the period November 16, 2019 to January 17, 2022.

1.15. Parties. "Parties" means Plaintiff and Defendant.

1.16. Plaintiff. "Plaintiff" means Ramon Mizques on behalf of himself and as a representative of the LWDA.

1 **1.17. Plaintiff's Counsel.** "Plaintiff's Counsel" means Mark D. Potter, James M.
2 Treglio, and Rene Potter of Potter Handy LLP.

3 **1.18. Plaintiff's Counsel's Fees and Costs Payment.** "Plaintiff's Counsel's Fees and
4 Costs Payment" means the payment, subject to Court approval, from the Gross Settlement Amount
5 for Plaintiff's Counsel's attorneys' fees and costs incurred in association with the litigation and
6 resolution of the Action.

7 **1.19. Plaintiff's Service Award.** "Plaintiff's Service Award" means the amount from
8 the Gross Settlement Amount not to exceed Five Thousand Dollars (\$5,000) to be paid to Plaintiff
9 in recognition of his efforts in prosecuting the Action for the benefit of the State of California and
10 PAGA Settlement Members. Plaintiff's Service Award is subject to Court approval.

11 **1.20. Released Parties.** "Released Parties" means Defendant, its present and former
12 parents, subsidiaries, affiliates, joint ventures, shareholders, officers, directors, employees, agents,
13 registered representatives, attorneys, insurers, successors and assigns, and any other persons acting
14 by through, under or in concert with any of them.

15 **1.21. Settlement Administrator.** "Settlement Administrator" means the independent
16 third-party settlement administrator mutually agreed on by the Parties, subject to Court approval,
17 to administer the settlement, which will be one of the following: ILYM, CPT, Simpluris, and
18 Phoenix Settlement Administrators.

19 **1.22. Settlement Administration Expenses.** "Settlement Administration Expenses"
20 means the amount payable from the Gross Settlement Amount to the Settlement Administrator for
21 administering this settlement, including but not limited to, establishing a Qualified Settlement
22 Fund ("QSF"), printing, distributing, or tracking mailings or distributions, processing any required
23 tax payments or reportings, providing any required tax forms, distributing the Individual PAGA
24 Payments, Plaintiff's Service Award, Plaintiff's Counsel's Fees and Costs Payment, and LWDA
25 Payment, and providing any necessary reports or declarations requested by both Plaintiff's Counsel
26 and Defendant's Counsel. The Settlement Administration Expenses are subject to Court approval.

27 **2. RECITALS**

28 **2.1. Plaintiff's PAGA Letter to LWDA.** On or about October 26, 2020, Plaintiff sent

1 written notice to the LWDA alleging that Defendant violated Labor Code sections 201, 202, 203,
2 204, 210, 226, 226.7, 510, 512, 1194, 1194.2, 1197, 1197.1, 1198, and 1199, as well IWC Wage
3 Orders No. 7-2001 and 9-2001.

4 **2.2. Initiation of Action.** On or about January 20, 2021, Plaintiff filed a representative
5 action complaint on behalf of himself, the State of California, and other aggrieved employees,
6 alleging a single cause of action under Labor Code section 2699 et seq. for violations of Labor
7 Code sections 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 1194, 1194.2, 1197, 1197.1, 1198,
8 and 1199, and IWC Wage Orders No. 7-2001 and 9-2001. Plaintiff alleged that Defendant failed
9 to pay all minimum wages owed for non-productive time, failed to provide off-duty rest breaks,
10 failed to provide accurate itemized wage statements, and failed to reimburse business expenses to
11 all employees who were paid in part on a commission basis.

12 **2.3. Mediation and Settlement.** After Plaintiff filed his complaint, the Parties agreed
13 to engage in private mediation and stay discovery. On or about January 17, 2022, the Parties
14 attended a mediation before Marc Feder, Esq., an experienced wage-and-hour mediator, and
15 reached agreement on a settlement. The settlement was negotiated in light of all known facts and
16 circumstances and the uncertainty associated with litigation, including the risks of proving
17 Plaintiff's claims at trial, the merits of Defendant's potential defenses, and the significant delay
18 and potential appellate issues inherent to litigation.

19 **2.4. Intent of the Parties.** The Parties agree to a settlement to resolve all disputes and
20 litigation between the Parties. It is the desire of the Parties to fully, finally, and forever settle,
21 compromise, or discharge any and all PAGA claims, rights, demands, charges, complaints, causes
22 of action, obligations or liability of any and every kind that were or could have been asserted in
23 the Action or that arise out of the alleged facts, circumstances, and occurrences underlying the
24 allegations in the Action. The settlement represents the Parties' good-faith compromise of the
25 claims raised in the Action, based upon their assessment of the mutual risks and costs of further
26 litigation.

27 **2.5. No Right to Opt Out.** The Parties agree there is no statutory right for any PAGA
28 Settlement Member to opt out or otherwise exclude himself or herself from the settlement.

1 **2.6. No Admission of Liability or Violation.** Defendant has contended and continues
2 to contend that the allegations in the Action have no merit and do not give rise to liability.
3 Defendant denies all of the allegations in the Plaintiff's PAGA notice to the LWDA and the
4 Complaint. This settlement is a compromise of such disputed claims. Defendant has agreed to
5 settle the Action on the terms and conditions set forth in this Agreement for the sole purpose of
6 avoiding the burden, expense, and uncertainty of continuing the Action.

7 **2.7. Plaintiff's Counsel's Investigation and Evaluation.** Based on Plaintiff's
8 Counsel's investigation and evaluation over the course of litigation (after conducting informal
9 discovery in connection with mediation and analyzing the data produced by Defendant and
10 evaluating potential damages), Plaintiff's Counsel is of the opinion that the terms set forth in this
11 Agreement are fair, reasonable, adequate, and is in the best interests of the PAGA Settlement
12 Members and the State of California.

13 **2.8. Stipulation for Settlement Only.** This Agreement is contingent upon the approval
14 by the Court. Defendant does not waive its rights to contest whether to contest the merits of the
15 claims being asserted by Plaintiff in the Action.

16 **3. SETTLEMENT PROCEEDS**

17 **3.1. Gross Settlement Amount.** Defendant agrees to pay the Gross Settlement Amount
18 of One Hundred Thirty-Nine Thousand Three Hundred Ninety-Two Dollars (\$139,392), which
19 shall be non-reversionary, and inclusive of any and all PAGA penalties (75% of which is
20 designated for the LWDA Payment and 25% of which is designated for all Individual PAGA
21 Payments), Settlement Administration Expenses, Plaintiff's Service Award, and Plaintiff's
22 Counsel's Fees and Costs Payment.

23 **3.2. Plaintiff's Service Award and Release of Claims.** Subject to the Court's
24 approval, Defendant agrees to pay Plaintiff a Service Award of up to Five Thousand Dollars
25 (\$ 5,000) from the Gross Settlement Amount as compensation for his efforts to prosecute the
26 Action and service as a representative on behalf of aggrieved employees and the State of
27 California, and for Plaintiff's release below. Defendant will not object to an application for Court
28 approval of a Service Award to Plaintiff in the amount of \$5,000. The Service Award shall be in

1 addition to any Individual PAGA Payment to which Plaintiff is entitled. The Settlement
2 Administrator will issue an IRS Form 1099 to Plaintiff in connection with this payment. Any
3 portion of Plaintiff's Service Award not approved by the Court shall be added to the Net Settlement
4 Amount to be distributed to the PAGA Settlement Members.

5 Plaintiff releases Defendant, and each of its subsidiaries, affiliates, predecessors or
6 successors in interest, or the officers, directors, shareholders, employees, attorneys, agents,
7 assigns, insurers, re-insurers, of any of them, from all claims, demands, rights, liabilities and causes
8 of action of every nature and description whatsoever, known or unknown, asserted or that might
9 have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule or
10 regulation arising out of, relating to, or in connection with any act or omission by or on the part of
11 Defendant. (The release s shall be referred to hereinafter as "the General Release.")

12 With respect to the General Release, Plaintiff stipulates and agrees that upon the Effective
13 Date of this Agreement, Plaintiff shall be deemed to have, expressly waived and relinquished, to
14 the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the
15 California Civil Code, or any other similar provision under federal or state law, which provides:

16
17 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
18 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
19 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
20 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
DEBTOR OR RELEASED PARTY.

21 Accordingly, if the facts relating in any manner to this resolution are found hereafter to be other
22 than or different from the facts now believed to be true, the release of claims contained herein shall
23 be effective as to all unknown claims.

24 **3.3. Plaintiff's Counsel's Fees and Costs Payment.** Subject to the Court's approval,
25 Defendants agree not to oppose Plaintiff's Counsel's request for attorneys' fees of up to one-third
26 (1/3) of the Gross Settlement Amount, or Forty-Six Thousand Four Hundred Sixty-Four Dollars
27 (\$46,464). Defendant also agrees not to oppose Plaintiff's Counsel's request for reimbursement of
28 documented costs in an amount not to exceed Ten Thousand Dollars (\$10,000). The Settlement

1 Administrator shall issue an IRS form 1099 to PAGA counsel. Any portion of Plaintiff's Counsel's
2 Fees and Costs Payment not approved by the Court shall be added to the Net Settlement Amount
3 to be distributed to the PAGA Settlement Members.

4 **3.4. Administration Expenses.** The Parties agree to use one of the following as the
5 Settlement Administrator in this Action: ILYM, CPT, Simpluris, and Phoenix Settlement
6 Administrators. Subject to the Court's approval, Defendant agrees to pay the fees and expenses of
7 the Settlement Administrator, which shall not exceed Five Thousand Dollars (\$5,000), and shall
8 be paid from the Gross Settlement Amount. Except as otherwise provided herein, if the Court does
9 not grant approval of the settlement, the Parties shall each pay one-half of any Settlement
10 Administration Expenses incurred to date.

11 **3.5. Court Approval of Allocations from Settlement Payment.** The requested
12 Plaintiff's Service Award, Plaintiff's Counsel's Fees and Costs Payment, and Settlement
13 Administration Expenses for allocation from the Gross Settlement Amount are not material terms
14 to the settlement. The Court's failure to approve the requested amounts does not give any Party
15 any basis to abrogate this Agreement. To the extent that the Court does not approve the requested
16 allocations or approves different allocations from the Settlement Amount, the remaining terms of
17 this Agreement shall remain binding on the Parties.

18 **3.6. PAGA Penalties.** All PAGA penalties shall be paid from the Net Settlement
19 Amount, which consists of the sum remaining from the Gross Settlement Amount after deduction
20 of Plaintiff's Service Award (\$5,000), Plaintiff's Counsel's Fees (\$46,464) and Costs (\$10,000),
21 and Settlement Administration Expenses (\$5,000). The Net Settlement Amount is currently
22 estimated to be Seventy-Two Thousand Nine Hundred Twenty-Eight Dollars (\$72,928). For
23 purposes of computing taxes, One Hundred Percent (100%) of the Net Settlement Amount shall
24 be classified as civil penalties, unless otherwise required by law, and shall be distributed as
25 follows:

26 **3.6.1.** Seventy-Five Percent (75%) of the Net Settlement Amount, or
27 approximately Fifty-Four Thousand Six Hundred Ninety-Six Dollars (\$54,696) shall be
28 paid to the LWDA, which represents civil penalties payable to the LWDA under the

PAGA, Labor Code § 2698, *et seq.*

3.6.2. Twenty Five Percent (25%) of the Net Settlement Amount, or approximately Eighteen Thousand Two Hundred Thirty-Two Dollars (\$18,232) (the “Individual PAGA Payment”) shall be paid to the PAGA Settlement Members, which represents civil penalties and interest payable to the aggrieved employees. The Settlement Administrator will issue IRS Form 1099s to PAGA Settlement Members in connection with these payments.

(i) Each PAGA Settlement Member will receive a pro rata share of the Individual PAGA Payment. The Individual PAGA Payment shall be distributed to PAGA Settlement Members based on the total number of pay periods each PAGA Settlement Member worked during the PAGA Period.

3.6.3. The Gross Settlement Amount is premised on there being 140 Aggrieved Employees who worked a total of 4,224 pay periods through January 17, 2022. Should the actual number of pay periods worked by the Aggrieved Employees during the PAGA Period exceed 4,646 (i.e., 10 percent over 4,224), the Gross Settlement Amount will increase in proportion to the overage. For instance, a 12 percent increase in the pay period count will result in a 2 percent increase in the Gross Settlement Amount. As an alternative to paying an increased Settlement Amount, Defendant may select an earlier end date to the PAGA Period that brings the total pay periods to or below 4,646.

3.7. No Tax Advice or Liability. Except as otherwise stated within this Agreement, all payments from the Gross Settlement Amount shall be characterized as payments subject to Form 1099 reporting. The Parties have had an opportunity to consult with independent tax counsel. The Parties are not giving any tax advice in connection with the settlement or any payments to be made pursuant to this Agreement. The Parties do not intend anything contained in this Agreement to constitute legal advice regarding the taxability of any amount paid hereunder, nor shall anything in this Agreement be relied upon as such. Each recipient of a settlement payment shall be solely and legally responsible for paying all applicable taxes on their respective settlement payments and shall indemnify and hold harmless the Parties from any claim or liability for taxes, penalties, or

1 interest arising as a result of the payments.

2 **4. PAGA SETTLEMENT ADMINISTRATION**

3 **4.1. Funding of the Gross Settlement Amount.** Within fifteen (15) calendar days of
4 the Effective Date, Defendant shall deposit the Gross Settlement Amount into the QSF established
5 by the Settlement Administrator.

6 The QSF shall be an interest-bearing account at a federally insured bank that is established
7 by the Settlement Administrator. The QSF shall be an interest-bearing account at a federally
8 insured bank that is mutually acceptable to the Parties and the Settlement Administrator. The funds
9 exclusively in U.S. Treasury securities with average maturities of less than 90 days and rated AAA
10 by Standard & Poor's. The Parties agree that the QSF is intended to be a "Qualified Settlement
11 Fund" under Section 468B of the Internal Revenue Code and Treas. Reg. § 1.468B-1, 26 C.F.R. §
12 1.468B-1, *et seq.*, and will be administered by the Settlement Administrator as such. With respect
13 to the QSF, the Settlement Administrator shall: (1) open and administer the Settlement Account in
14 such a manner as to qualify and maintain the qualification of the QSF as a "Qualified Settlement
15 Fund" under Section 468B of the Internal Revenue Code and Treas. Reg. § 1.468B-1; (2) satisfy
16 all federal, state and local and income and other tax reporting, return, and filing requirements with
17 respect to the QSF and any interest or other income earned by the QSF, and (3) satisfy out of the
18 QSF all (i) taxes (including any estimated taxes, interest, or penalties) with respect to the interest
19 or other interest earned by the QSF, and (ii) fees, expenses and costs incurred in connection with
20 the opening and administration of the QSF and the performance of its duties and functions as
21 described in this Agreement. The aforementioned taxes, fees, costs and expenses shall be treated
22 as and included in the costs of administering the QSF and as Claims Administration Expenses. The
23 Parties and the Settlement Administrator shall treat the QSF as coming into existence as a Qualified
24 Settlement Fund on the earliest date permitted as set forth in 26 C.F.R. § 1.468B-1(j)(2)(i), and
25 such election statement shall be attached to the appropriate returns as required by 26 C.F.R. §
26 1.468B-1(j)(e)(ii). The Parties agree to cooperate with the Settlement Administrator and one
27 another to the extent reasonably necessary to carry out the provisions of this Section.

28 **4.2. Timing of Distribution.** Within ten (10) calendar days after Defendant's funding

of the QSF, the Settlement Administrator will distribute payments as follows: (1) Plaintiff's Counsel's Fees and Costs Payment to Plaintiff's Counsel; (2) Plaintiff's Service Award to Plaintiff; (3) Individual PAGA Payments to PAGA Settlement Members; and (4) the portion of the PAGA payment to be paid to the LWDA.

4.3. Certification of Completion. Within fifteen (15) calendar days of completion of distribution of payments, the Settlement Administrator shall provide to the Parties, for filing with the Court, a declaration verifying, under oath, that the Settlement Administrator has effected disbursement of the Net Settlement Amount pursuant to the terms of this Agreement.

4.4. Notice to PAGA Settlement Members. Within fifteen (15) calendar days after approval of the settlement by the Court, Defendant shall provide the Settlement Administrator with a PAGA employee list in Excel spreadsheet format, which shall contain the PAGA Settlement Members' last known full names, addresses, telephone numbers, Social Security numbers, and number of pay periods each PAGA Settlement Members worked during the PAGA Period (the "PAGA Employee List"). The PAGA Employee List shall be held as private and confidential information and shall not be shared with Plaintiff's counsel or any third party by the Settlement Administrator without the express written consent of Defendant's counsel or a court order.

4.4.1. All settlement checks sent to the PAGA Settlement Members shall be accompanied with a PAGA Notice, attached hereto as **Exhibit A**, which shall provide a brief description of the lawsuit and this Settlement.

4.4.2. Prior to mailing the PAGA Notice and Individual PAGA Payment checks to PAGA Settlement Members, the Settlement Administrator shall update the addresses of the PAGA Settlement Members by reference to the National Change of Address Database maintained by the United States Postal Service. If an Individual PAGA Payment check is returned as non-deliverable but with a forwarding address, the Settlement Administrator shall resend the Individual PAGA Payment check to the forwarding address. If an Individual PAGA Payment check is returned as non-deliverable with no forwarding address, the Settlement Administrator shall conduct an advanced skip trace to locate the most current address of the person to whom the Individual PAGA Payment check was

1 addressed and resend the Individual PAGA Payment check within five (5) calendar days
2 to any updated address.

3 **4.5. Uncashed Checks.** PAGA Settlement Members are not required to submit claim
4 forms for their Individual PAGA Payments. All undeliverable or otherwise uncashed checks to
5 PAGA Settlement Members will expire after 180 days after the postmarked date of their initial
6 mailing. Once expired, the Settlement Administrator shall direct the principal for any settlement
7 payment that remains uncashed to the *cy pres* recipient: Legal Aid at Work.

8 **5. RELEASES**

9 **5.1. Release as to PAGA Settlement Members.** Effective upon complete payment of
10 the Gross Settlement Amount by Defendant, Plaintiff, on behalf of himself and as a representative
11 of the State of California, and all PAGA Settlement Members, hereby fully release Defendant and
12 all Released Parties from any and all claims for civil penalties under the PAGA that were set forth,
13 or could have been set forth based on the facts alleged in the Complaint.

14 **5.2. Non-Admission of Liability.** By entering into this Agreement, Defendant in no
15 way admits any violation of law or any liability whatsoever to Plaintiff, PAGA Settlement
16 Members, individually or collectively, or the State of California, and expressly denies all such
17 liability. Neither this Agreement nor any other settlement document shall be offered in any case or
18 proceeding as evidence of any admission by Defendant of any liability on any claim for relief.
19 Rather, Defendant enters into this Agreement to avoid further protracted litigation and to resolve
20 and settle all disputes with Plaintiff, PAGA Settlement Members, or the State of California. The
21 Parties understand and agree that this Agreement and all exhibits thereto are settlement documents
22 and shall be inadmissible for any purpose in any proceeding, except in an action or proceeding to
23 approve, interpret, or enforce the terms of this Agreement. The Parties agree that, to the extent
24 permitted by law, this Agreement may be pleaded as a full and complete defense to and may be
25 used as the basis for an injunction against or dismissal of any action, suit, or other proceeding that
26 may be instituted, prosecuted, or attempted in breach of this Agreement.

27 **6. COURT APPROVAL**

28 **6.1. Approval of PAGA Settlement.** Plaintiff's Counsel shall request the entry of an

1 order granting approval, which shall include findings and orders: (i) approving the settlement, (ii)
2 adjudging the terms to be fair, reasonable, and adequate and binding on the State of California,
3 (iii) reciting the release terms, (iv) directing that the settlement's terms and provisions be carried
4 out; (v) entering final judgment in accordance with this Agreement; and (vi) retaining jurisdiction
5 to oversee administration and enforcement of the terms of this Agreement and the Court's orders.
6 Plaintiff's motion shall be unopposed by Defendant unless Plaintiff's motion for approval of
7 PAGA settlement seeks relief inconsistent with or not specified by this Agreement. In such event,
8 Defendant reserves its right to address any assertions that are not contained in this Agreement.

9 **6.2. Effect of Failure to Obtain Approval or Entry of Judgment.** In the event the
10 Court effects a material change to this Agreement or fails to enter final judgment in accordance
11 with this Agreement, or such final judgment is vacated or reversed, then this entire Agreement will
12 be voidable and unenforceable, subject to the Parties' agreement to the contrary. If the settlement
13 is not granted approval, the Parties agree that they will revert to their positions in the Action prior
14 to the time the settlement was reached. Except as otherwise stated in this Agreement, the Action
15 shall proceed as if no settlement had been attempted, unless the Parties jointly agree to seek
16 reconsideration or appellate review of the ruling or seek Court approval of a renegotiated
17 settlement.

18 **6.3. Waiver of Appeal Rights.** By accepting this settlement and authorizing entry of
19 judgment pursuant to this Agreement, Plaintiff and Plaintiff's Counsel hereby waive any and all
20 rights they may have to appeal any judgment, ruling, or order made by the Court in the Action,
21 including, without limitation, any order granting approval of PAGA settlement or any entry of
22 judgment. However, in the event the Court does not approve this PAGA settlement, the Agreement
23 shall be void *ab initio* and the Parties, including Plaintiff and Plaintiff's Counsel, shall retain any
24 and all rights to appellate relief.

25 **6.4. Compliance with PAGA Procedures.** Plaintiff's Counsel shall comply with all
26 requirements and reportings to the LWDA for a PAGA settlement. Plaintiff's Counsel shall draft
27 a motion for approval of PAGA settlement and simultaneously submit this Agreement to both the
28 Court and LWDA, in compliance with Labor Code section 2699(l)(2).

1 **7. MISCELLANEOUS**

2 **7.1. Entire Agreement.** The Parties have arrived at this Agreement as a result of arm's-
3 length negotiations. Except as otherwise stated herein, all terms and conditions of this Agreement
4 are material to this Agreement and have been relied upon by the Parties in entering into this
5 Agreement. This Agreement constitutes the entire agreement between the Parties with regard to
6 the subject matter contained herein, and all prior and contemporaneous negotiations and
7 understandings between the Parties shall be deemed merged into this Agreement.

8 **7.2. Parties' Authority.** The signatories hereto represent that they are fully authorized
9 to enter into this Agreement and are fully authorized to bind the Parties to all terms stated herein.

10 **7.2.1. Counterparts.** This Agreement may be executed in one or more
11 counterparts, including via DocuSign, PDF, facsimile, and scanned copies, and when all
12 signatories have signed and delivered at least one such counterpart, each counterpart shall
13 be deemed an original, and when taken together with other signed counterparts, shall
14 constitute one signed Agreement, which shall be binding upon and effective as to all
15 Parties.

16 **7.2.2. Facsimile or Scanned Signatures.** Any party may sign and deliver this
17 Agreement by signing on the designated signature block and transmitting that signature
18 page via facsimile, DocuSign, or as an attachment (including PDF and scanned page) to an
19 email to counsel for the other party. Any signature made and transmitted physically or
20 electronically for the purpose of executing this Agreement shall be deemed an original
21 signature for purposes of this Agreement and shall be binding upon the party that transmits
22 the signature page.

23 **7.2.3. Binding Effect.** This Agreement shall be binding upon, and inure to the
24 benefit of, the Parties and their successors, and with respect to Plaintiff shall inure to the
25 benefit of his spouse(s), children, representatives, heirs, administrators, executors,
26 beneficiaries, conservators, attorneys, and assigns.

27 **7.2.4. Waivers, Modifications, Etc. to Be in Writing.** No waiver, modification,
28 or amendment of the terms of this Agreement, whether purportedly made before or after

1 the Court's approval of this Agreement, shall be valid or binding unless in writing, signed
2 by or on behalf of all Parties and then only to the extent set forth in such written waiver,
3 modification, or amendment, subject to any required Court approval. Any failure by any
4 Party to insist upon the strict performance by the other Party of any of the provisions of
5 this Agreement shall not be deemed a waiver of future performance of the same provisions
6 or of any of the other provisions of this Agreement, and such Party, notwithstanding such
7 failure, shall have the right thereafter to insist upon the specific performance of any and all
8 of the provisions of this Agreement.

9 **7.3. Construction.** The determination of the terms and conditions of this Agreement
10 has been by mutual agreement of the Parties. Each party participated jointly in the drafting of this
11 Agreement, and the terms and conditions of this Agreement are not intended to be, and shall not
12 be, construed against any party by virtue of draftsmanship.

13 **7.3.1. Captions.** The captions or headings of the sections and paragraphs of this
14 Agreement have been inserted for convenience of reference only and shall have no effect
15 upon the construction or interpretation of any part of this Agreement.

16 **7.3.2. Invalidity of Any Provision.** Before declaring any provision of this
17 Agreement invalid, the Court shall first attempt to construe the provisions valid to the
18 fullest extent possible consistent with applicable precedents so as to render all provisions
19 of this Agreement valid and enforceable.

20 **7.4. Further Acts and Cooperation Between the Parties.** The Parties agree to
21 cooperate and take all steps necessary and appropriate to effectuate all aspects of this Agreement,
22 to obtain approval of the settlement, and to enter final judgment on all claims. The Parties shall
23 cooperate fully with each other and shall use their best efforts to obtain the Court's approval of
24 this Agreement and all of its terms. Each of the Parties, upon the request of another, agrees to
25 perform such further acts and to execute and deliver such other documents as are reasonably
26 necessary to carry out the provisions of this Agreement.

27 **7.5. Binding Agreement.** The Parties intend that this Agreement will be fully
28 enforceable and binding on all Parties pursuant to Code of Civil Procedure section 664.6 and agree

that this Agreement will be admissible and subject to disclosure in any proceeding to enforce its terms. If an action is brought to enforce this Agreement, the prevailing party shall be entitled to its reasonable attorneys' fees and costs.

7.6. Continuing Jurisdiction. The Court shall retain jurisdiction over the Action, as well as any and all matters arising out of, or related to, the implementation of this Agreement and of the settlement contemplated thereby. Absent mutual agreement of the Parties, the Court shall not have jurisdiction to modify the terms of this Agreement.

7.7. Governing Law. All terms of this Agreement shall be governed by and interpreted according to the laws of the state of California.

RAMON MIZQUES

Dated: April 05/10/2022, 2022



ALANT CORP.

Dated: 5/12/2022

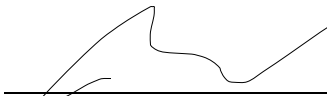
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 Mike Ernst [name]
 vice President [title],
 on behalf of Alant Corp.

APPROVED AS TO FORM

POTTER HANDY LLP

Dated: May 12, 2022

By: 
 Mark D. Potter
 James M. Treglio
 Rene Potter
 Attorneys for Plaintiff RAMON
 MIZQUES

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FISHER & PHILLIPS LLP

Dated: 5/12/2022

DocuSigned by:
By: Spencer Waldron
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Christine D. Baran
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Selwyn Chu
Attorneys for Defendant ALANT CORP.