

PROPOSED ORDER

The Court, having reviewed the parties' Private Attorney General Act settlement (the "Settlement" or "Settlement Agreement") attached as **Exhibit "A"** to the forgoing Joint Stipulation Requesting Approval of Private Attorney General Act Settlement, HEREBY ORDERS:

1. The Court finds the Settlement was entered into in good faith, that the settlement is fair, reasonable and adequate and that the Settlement satisfies the standards and applicable requirements for approval of PAGA representative actions under California law.

2. The Court approves the payments to be paid to the aggrieved employees and the State of California as set forth in the Settlement Agreement, pursuant to Labor Code § 2699(1). The Court approves all payments to be made to Plaintiff and Plaintiff's counsel on the terms and timelines set forth in the Settlement. The Court approves and confirms the release and waiver of claims provided for in the Settlement Agreement.

3. Upon entry of this Order, the parties shall effectuate all terms of the Settlement based on the provisions and timelines set forth in the Settlement Agreement.

4. Pursuant to Code of Civil Procedure section 664.6, this Court shall retain jurisdiction with respect to all matters related to the administration and consummation of the Settlement, and any and all claims asserted in, arising out of, or related to the subject matter of the lawsuit, including but not limited to all matters related to the settlement and the determination of all controversies relating thereto.

IT IS SO ORDERED.

Dated: 12/19/2022



Rupert A. Byrdson

Rupert A. Byrdson / Judge

JUDGE OF THE SUPERIOR COURT

EXHIBIT “A”

SETTLEMENT AGREEMENT

This Settlement Agreement (“Settlement Agreement,” “Settlement” or “Agreement”) is entered into by and between Temple Israel of Hollywood, Hillside Memorial Park and Mortuary, and The Bay-Nimoy Early Childhood Center (“Defendants”), on the one hand, and Plaintiff Shohreh Firouztale (“Plaintiff”), on behalf of herself and on behalf of the PAGA Members (as defined below), on the other hand, (together, the “Parties”). This Agreement is intended to fully, finally and forever resolve, discharge and settle the Released Claims, as defined in Section 8, upon and subject to the terms and conditions of this Agreement.

1. RECITALS

A. On October 19, 2020, for the purpose of satisfying Labor Code section 2699.3(a), Plaintiff’s counsel gave written notice by online filing with the California Labor and Workforce Development Agency (“LWDA”) and by certified mail to Defendants of specific provisions of the California Labor Code Plaintiff alleged to have been violated by Defendants. The LWDA did not respond thereafter to Plaintiff, whether to advise Plaintiff of its intention to investigate or not investigate Plaintiff’s allegations.

B. On January 19, 2021, Plaintiff filed her Complaint initiating the action in Los Angeles County Superior Court entitled *Shohreh Firouztale v. Temple Israel of Hollywood; Hillside Memorial Park and Mortuary; The Bay-Nimoy Early Childhood Center; and Does 1 through 50, inclusive*, Case No. 21STCV02021 (“the Action”). Plaintiff’s Complaint alleges as the First Cause of Action the Failure to Pay Wages; the Second Cause of Action Waiting Time Penalties; the Third Cause of Action the Failure to Pay Wages; the Fourth Cause of Action the Failure to Pay Overtime Compensation; the Fifth Cause of Action the Failure to Furnish Accurate Wage and Hour Statements; the Sixth Cause of Action the Failure to Provide Meal and Rest Periods; the Seventh Cause of Action the Failure to Indemnify for Necessary Business Expenses; the Eighth Cause of Action a claim under the Labor Code Private Attorneys General Act (“PAGA”); and the Ninth Cause of Action for Unfair Competition under California Business & Professions Code section 17200.

C. On July 30, 2021, Defendants filed their Answer to Plaintiff’s Complaint. On December 14, 2021, Defendants filed their Amended Answer to Plaintiff’s Complaint consisting of a general denial of Plaintiff’s allegations and 41 separate and independent affirmative defenses.

D. Defendants deny Plaintiff’s allegations and any and all liability, violation of legal duty or wrongful conduct of any and all types in connection with Plaintiff or any other person. Defendants also contend that each cause of action alleged in Plaintiff’s Complaint is barred by the Ministerial Exception. This Settlement Agreement is made in compromise of disputed claims.

E. This Settlement Agreement is made for the purpose of settling the Action in its entirety, including the PAGA claim, and obtaining Plaintiff’s general release on the terms and conditions set forth herein. In the event the Court does not enter the Final Order, or a Judgment is not entered in this lawsuit, or the conditions precedent are not met for any reason, this Settlement Agreement shall be deemed null and void *ab initio*, it shall be of no force or effect whatsoever, it shall not be referred to or utilized for any purpose whatsoever, and the negotiations, terms and entry of the Agreement shall

remain subject to the provisions of California Evidence Code section 1152 and any other analogous rule of evidence that apply.

NOW THEREFORE, and for good and valuable consideration, the Parties agree as follows:

2. DEFINITIONS

- A. "Court" refers to the Los Angeles County Superior Court, Central District.
- B. "Defense Counsel" refers to Michael C. Blacher and David A. Urban, Liebert Cassidy Whitmore APLC, Los Angeles, CA.
- C. "Effective Date" means the date of approval of the Settlement by the Court.
- D. "Final Order" refers to the order of the Court approving this Settlement on substantially the terms provided herein or as the same may be modified by subsequent agreement of the Parties.
- E. "Gross Settlement Amount" shall be the amount which Defendant is obligated to pay under this Agreement, which is Thirty Seven Thousand Five Hundred Dollars and No Cents (\$37,500.00).
- F. "Judgment" refers to the judgment entered by the Court in conjunction with the Final Order.
- G. "LWDA" means the State of California Labor and Workforce Development Agency.
- H. "Net Settlement Amount" refers to the Gross Settlement Amount, less (1) attorney's fees and litigation costs of PAGA Representative Group Counsel as approved by the Court, (2) an enhancement award to Plaintiff as approved by the Court and (3) the sum of Eighteen Thousand Dollars and No Cents (\$18,000.00) allocated herein to compromise and settlement of Plaintiff's individual claims, as opposed to the PAGA claim. To the extent the Court does not approve the full requested amount of attorney's fees or litigation costs or the enhancement award, the Net Settlement Amount will increase accordingly.
- I. "PAGA Payment Letter" refers to the letter that Defense Counsel will enclose with each PAGA Representative Group Penalty Payment (substantially in the form attached hereto as **Exhibit 1**) as it may hereafter be modified by agreement of the Parties or order of the Court.
- J. "PAGA Representative Group" or "PAGA Members" refers to individuals who were non-exempt preschool teachers of the Bay-Nimoy Early Childhood Center working in California at any time during the period from January 19, 2020 through the Effective Date.
- K. "PAGA Representative Group Counsel" refers to Boris Dalis, Law Offices of Boris Dalis, Los Angeles, CA.

L. "PAGA Representative Group Penalty Payment" refers to the share of the Net Settlement Amount to which a PAGA Member is entitled to receive pursuant to this Settlement.

M. "Released Parties" refers to Defendants Temple Israel of Hollywood, Hillside Memorial Park and Mortuary, and The Bay-Nimoy Early Childhood Center, and any parent, subsidiary, affiliate, related entity, predecessor or successor, and all agents, employees, officers, directors and attorneys thereof.

3. QUALIFIED STIPULATION TO REPRESENTATIVE GROUP UNDER PAGA

The Parties stipulate, for settlement purposes only, to the establishment of a PAGA Representative Group. Should this Settlement not become effective for any reason, the fact that the Parties stipulated to the establishment of a PAGA Representative Group in this Agreement shall have no bearing on and shall not be admissible on the question of whether a representative action treatment is appropriate in a non-settlement context. Defendants have agreed to resolve the Action through this Settlement, but to the extent this Settlement is deemed void, Defendants do not waive all rights to challenge all such claims and allegations in the Action upon all procedural and factual grounds, including without limitation the ability to challenge representative action treatment on any grounds, as well as asserting any and all other potential defenses or privileges. Plaintiff and PAGA Representative Group Counsel agree that Defendants retain and reserve these rights.

4. ATTORNEY'S FEES AND LITIGATION COSTS

PAGA Representative Group Counsel will request that the Court award attorney's fees in the amount of Twelve Thousand Three Hundred Seventy Five Dollars and No Cents (\$12,375.00), a sum constituting Thirty Three percent (33%) of the Gross Settlement Amount. PAGA Representative Group Counsel will also ask the Court to award litigation costs incurred in the amount of One Thousand One Hundred Sixty Dollars and No Cents (\$1,160.00). Defendants have agreed not to oppose such requests. However, if the Court awards a lesser amount of attorney's fees and/or litigation costs, it shall not affect the terms of the Parties' settlement, and any portion of the requested attorney's fees and/or litigation costs not approved shall become part of the Net Settlement Amount. Any award of attorney's fees and costs shall include and satisfy all past and future fees and costs incurred to prosecute, settle, and administer the Action and this Settlement Agreement, including obtaining entry of the Final Order and Judgment. Defendants shall issue PAGA Representative Group Counsel an IRS Form 1099 for the award of attorney's fees and litigation costs.

5. ENHANCEMENT AWARD TO PLAINTIFF

PAGA Representative Group Counsel will request that the Court award an enhancement award not to exceed Two Thousand Dollars and No Cents (\$2,000.00) to Plaintiff as the named group representative for PAGA Representative Group, to be paid out of the Gross Settlement Amount. Defendants have agreed not to oppose this request. However, any portion of the requested enhancement award that is not approved by the Court shall become part of the Net Settlement Amount. This enhancement award is in addition to, the Plaintiff's PAGA Representative Group Penalty Payment to which Plaintiff may be entitled as a PAGA Member. PAGA Representative Group Counsel will provide Defense Counsel with Plaintiff's completed and signed W-9 for the payment. Plaintiff shall be

responsible for properly declaring such income to the appropriate taxing authorities, and for paying any taxes due on amounts paid to her hereunder.

6. SETTLEMENT ADMINISTRATION COSTS

Defendants shall bear all costs of Defense Counsel performing the settlement administrative duties enumerated in this paragraph. Defendants shall prepare and timely deliver to Defense Counsel all payments called for by this Agreement. Defendants, through Defense Counsel, shall:

- i) Disseminate to PAGA Members the PAGA Payment Letter;
- ii) Determine and distribute the PAGA Representative Group Penalty Payment to each PAGA Member;
- iii) Deliver, in accordance with this Agreement and the Final Order of the Court, payment of the PAGA Representative Group Counsel's attorney's fees and costs, Plaintiff's enhancement award, PAGA Representative Group Penalty Payment owing to Plaintiff, the LWDA Penalty Payment and the sum allocated herein to compromise and settlement of Plaintiff's individual claims, as opposed to the PAGA claim. Defense Counsel shall forward to the LWDA the LWDA Penalty Payment;
- iv) Extend reasonable efforts to ascertain current address and addressee information for each PAGA Payment Letter returned as undeliverable and re-mail the PAGA Payment Letter where appropriate and, as necessary, utilizing the National Change of Address Database maintained by the U.S. Postal Service or, at Defense Counsel's election, other available databases to confirm and/or determine proper addresses;
- v) Maintain adequate records, including the dates of each mailing of PAGA Payment Letters, returned mail and other communications and attempted written or electronic communications with PAGA Members;
- vi) Confirm with PAGA Representative Group Counsel, in writing, completion of the administration of the Settlement; and
- vii) Such other tasks as the Parties mutually agree.

7. PAYMENT OF PAGA PENALTIES

Of the Net Settlement Amount, seventy-five percent (75%) shall be distributed to the LWDA ("LWDA Penalty Payment") and the remaining twenty-five percent (25%) shall be distributed to the PAGA Members ("PAGA Representative Group Penalty Payment").

PAGA Representative Group Penalty Payment amounts shall be based on a formula taking into account the number of each PAGA Member's Active Pay Periods. Defendants shall extend reasonable efforts to determine each PAGA Member's Active Pay Periods. An "Active Pay Period" shall be defined as each pay period in which the PAGA Member worked at least one shift from January 19, 2020 through

the Effective Date. The amount paid to each PAGA Member will be determined as follows: the PAGA Representative Group Penalty Payment will be divided by the total number of Active Pay Periods for all PAGA Members from January 19, 2020 through the Effective Date ("Active Pay Period Amount"). Each PAGA Member will then be paid an amount equal to the Active Pay Period Amount multiplied by the PAGA Member's total number of Active Pay Periods. PAGA Members are not eligible to receive any compensation other than the PAGA Representative Group Penalty Payment from this Settlement.

The PAGA Representative Group Penalty Payments are civil penalties, may be reported on a IRS Form 1099 (to the extent required by law), and will not be subject to local, state or federal tax withholdings. Each PAGA Member will be responsible for paying all applicable local, state, and federal income taxes on all amounts received pursuant to this Settlement, and they shall not seek or be entitled to any indemnification from the Released Parties in this regard. The PAGA Representative Group Penalty Payments are not being made for any other purpose and will not be construed as compensation for purposes of determining eligibility for any health and welfare benefits or unemployment compensation.

8. RELEASE OF CLAIMS

PAGA Members will and hereby do fully release and discharge Defendants and the other Released Parties from any and all claims, penalties, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorney's fees, damages, action or causes of action contingent on, accrued for, concerning or arising out of the allegations and claims asserted in Plaintiff's Complaint and all causes of action or claims under PAGA for failure to pay/provide: (1) wages; (2) overtime wages; (3) meal periods or meal period premium wages; (4) rest periods or rest period premium wages; (5) accurate itemized wage statements; and (6) timely wages at separation; or, (7) indemnification for necessary business expenses (collectively, "Released Claims"). This release shall apply to all claims arising at any point between January 19, 2020 and the Effective Date. Excluded from the release are potential individual claims for alleged Labor Code violations, if any, which do not arise under PAGA.

9. PLAINTIFF'S ADDITIONAL RELEASE

A. Further and in addition to any other provision of this Agreement, and with the sole exception of the obligations set forth in this Agreement, Plaintiff, on her behalf and on behalf of her spouse, if any, heirs, successors in interest, trustees, administrators and representatives, (collectively and singularly "Releasers"), will, and hereby does, release, discharge and covenant not to sue Defendants and the other Released Parties of and from all claims, causes of action, losses, sums, compensation, wages, medical expenses, penalties, interest, attorney's fees, damages, and liabilities of whatever kind, whether known or unknown, which Plaintiff or the remaining Releasers do, did, or might have, own, or hold, at any and all times from the beginning of time through and including the Effective Date of this Agreement in connection with any subject matter, act, omission, transaction and/or property, including without limitation Plaintiff's employment relationship with any of the Released Parties.

B. This release includes, without limitation, all claims for wages, overtime wages, meal periods or meal period premium wages, rest periods or rest period premium wages, deficient wage statements, failure to pay wages on time at separation, indemnification for necessary business expenses, unfair business practices (California Business & Professions Code section 17200), all claims under the

California Fair Employment and Housing Act (FEHA), the California Family Rights Act (CFRA), the Family Medical Leave Act (FMLA), under Title VII of the Civil Rights Act of 1964, the California Labor Code, the California Government Code, the California Business & Professions Code, the California Health and Safety Code, OSHA, Cal-OSHA, the Americans with Disabilities Act, the Fair Labor Standards Act, the Employee Retirement Income Security Act, the Age Discrimination in Employment Act (ADEA) and Older Workers Benefit Protection Act, all claims for the failure to accommodate, retaliation, discrimination or harassment on any basis, all claims for wrongful termination in violation of federal or state statute, local ordinance, or public policy, all claims for whistleblower termination on any basis, all claims based on any provision of federal or state statutory or common law, negligence, infliction of emotional distress, personal injury, defamation, interference with prospective or actual economic advantage or contract, all claims in equity, contract and tort, all claims under federal, state, county or local law of any applicable jurisdiction, and otherwise in any and all respects, and all such claims are irrevocably waived hereby.

C. Notwithstanding any provision in this Agreement, Plaintiff does not waive the right to file a charge with, testify, or assist in any investigation, hearing, whistleblower action or other proceeding before the Equal Employment Opportunity Commission or other federal, state, or local governmental or administrative agency, although Plaintiff waives any right to obtain compensation, damages or any relief personal to Plaintiff by such action or proceeding. This Agreement does not release any other claim or abridge any legal right that as a matter of law cannot be released or abridged by private agreement between the Defendants and Plaintiff.

D. Plaintiff's Release Extends to Both Known and Unknown, Suspected and Unsuspected Claims. Plaintiff acknowledges that she has read and fully understands the provisions of Section 1542 of the California Civil Code, which provides:

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

Plaintiff and the balance of the Releasers intend the release set forth in this Section 9 to include all claims encompassed by such Section, known and unknown, suspected and unsuspected, intend to waive and relinquish every right or benefit they had, have or may have under California Civil Code section 1542, and intend their release to extend to, and include without limitation all claims which are presently unknown, unanticipated and/or unsuspected.

10. The Age Discrimination in Employment Act.

The Age Discrimination in Employment Act of 1967 ("ADEA") makes it illegal for an employer to discharge any individual or otherwise discriminate with respect to the nature and privileges of an individual's employment on the basis that the individual is age forty or older. The Older Workers Benefit Protection Act ("OWBPA"), 29 USC. §§ 626, et. seq. further augments the ADEA and prohibits the waiver of any right or claim under the ADEA unless the waiver is knowing and voluntary. By entering into this Agreement, Plaintiff acknowledges that she is knowingly and voluntarily, for just compensation in addition to anything of value to which Plaintiff was already entitled, waiving and releasing any rights she may have under the ADEA

and/or OWBPA. Plaintiff further acknowledges that she has been advised and understands, pursuant to the provisions of the ADEA and OWBPA, that:

- A. This waiver/release is written in a manner understood by Plaintiff.
- B. Plaintiff is aware of and has been advised of her rights under the ADEA and OWBPA, and of the legal significance of her waiver and release of any possible claims she currently may have under the ADEA, OWBPA, or similar age discrimination laws.
- C. Plaintiff is entitled to a reasonable time of at least twenty-one (21) days within which to review and consider this Agreement, and the waiver and release of any rights she may have under the ADEA, the OWBPA, or similar age discrimination laws, but she may, in the exercise of her own discretion, sign or reject this Agreement at any time before the expiration of the twenty-one (21) days.
- D. The waivers and releases set forth in this Agreement shall not apply to any rights or claims that may arise under the ADEA and/or OWBPA after the date this Agreement takes effect.
- E. Plaintiff is hereby advised that she should consult with an attorney prior to executing this Agreement. Plaintiff has had an opportunity to discuss this waiver and release with, and to be advised with respect thereto by, an attorney of her choice, and that she does not need any additional time within which to review and consider this Agreement.
- F. Plaintiff has seven (7) days following her execution of this Agreement to revoke the Agreement by submitting a written revocation addressed to and received by Michael Blacher, located at 6033 W. Century Blvd., 5th Floor, Los Angeles, CA 90045 and also emailed to mblacher@lcwlegal.com.
- G. This Agreement shall not be effective until the Effective Date, which is after the expiration of the seven (7) day revocation period set forth in the preceding paragraph.

PLAINTIFF ACKNOWLEDGES BY HER SIGNATURE THAT SHE FULLY UNDERSTANDS HER RIGHT TO DISCUSS THIS WAIVER WITH LEGAL COUNSEL, AND HAS CAREFULLY READ AND FULLY UNDERSTANDS THE WAIVER, AND THAT SHE IS VOLUNTARILY AGREEING TO WAIVE ANY CLAIMS THAT SHE HAS OR MAY HAVE UNDER THE AGE DISCRIMINATION IN EMPLOYMENT ACT, THE OLDER WORKERS BENEFIT PROTECTION ACT, AND ANY OTHER LAWS PROHIBITING AGE DISCRIMINATION IN EMPLOYMENT ARISING FROM OR RELATED OR ATTRIBUTABLE TO THE PARTIES' ALLEGATIONS OR CLAIMS.

11. SETTLEMENT AGREEMENT PROCEDURE

Forthwith upon the Parties executing this Settlement Agreement, the Parties, through their respective counsel, shall jointly file a Stipulation to Entry of a Final Order and Judgment on this Settlement Agreement. The Parties will agree on the form and contents of the Stipulation, proposed Final Order and proposed Judgment, any other proposed orders, and shall work in good faith reasonably and promptly to present the settlement to the Court for approval.

12. BINDING EFFECT

All PAGA Members will be bound by the terms and conditions of this Agreement, the Final Order, the Judgment, and the releases provided herein.

13. SETTLEMENT APPROVAL

Pursuant to the aforementioned Stipulation and any hearing the Court may set, the Court shall consider and determine whether (i) the Court should approve this Settlement; (ii) Plaintiff's application for an enhancement award should be granted; and (iii) the PAGA Representative Group Counsel's application for attorney's fees and litigation costs should be granted.

Upon approval of the Settlement by the Court, the Parties request that the Court enter a Final Order and Judgment as follows:

1. Approving the Settlement and directing consummation of its terms and provisions;
2. Dismissing the Action with prejudice;
3. Approving PAGA Representative Group Counsel's application for an award of attorney's fees and costs;
4. Approving the enhancement award to the Plaintiff; and,
5. Entering final judgment, permanently barring and enjoining all PAGA Members from prosecuting any of the Released Claims against the Released Parties, as defined herein, upon satisfaction of all payments and obligations hereunder.

The judgment will contain the definition of the PAGA Representative Group and the full release language set forth in Section 8, hereinabove. PAGA Representative Group Counsel shall give timely notice of the judgment to the LWDA under Labor Code section 2699(1)(3).

14. SETTLEMENT TERMINATION

A. Grounds for Settlement Termination: In accordance with the procedures specified herein, this Agreement may be terminated on the following grounds: Any Party may terminate the Agreement if the Court declines to enter the Final Order or Judgment in substantially the form submitted by the Parties (incidental or minor changes to the PAGA Payment Letter ordered by the Court are not grounds for termination), or the Settlement as agreed does not become final for any other reason. The terminating Party shall give written notice to the other Party no later than ten (10) business days after the Court declines to enter the Final Order or Judgment.

The recovery of attorney's fees and costs by PAGA Representative Group Counsel and the enhancement award to the Plaintiff are terms of this Agreement, but the allowance or disallowance by the Court of an award of attorney's fees and/or costs and/or the enhancement award to the Plaintiff shall not be grounds for terminating this Settlement.

B. Effect of Termination: Valid termination shall have the following effects:

1. The Settlement Agreement shall be terminated and shall have no force or effect, and no Party shall be bound by any of its terms, except as otherwise provided herein;
2. Either party may file a motion to vacate the Final Order and Judgment, if any, which shall not be opposed;
3. The Settlement Agreement and all negotiations, statements and proceedings relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be restored to their respective positions in the Action prior to the Settlement;
4. Neither this Settlement Agreement nor filings in furtherance of the Settlement shall be admissible or offered in evidence in the Action or any other action for any purpose whatsoever; and,
5. Defendants shall have no obligation to pay any amounts set forth in this Agreement.

15. FUNDING OF SETTLEMENT

Defendants' monetary obligation under this Agreement is limited to the Gross Settlement Amount. Defendants may not be called upon or required to contribute additional monies above the Gross Settlement Amount. If this Agreement is cancelled, rescinded, terminated, voided or nullified, or the Settlement of the Action is barred by operation of law, or invalidated or ordered not to be carried out by a court of competent jurisdiction, Defendants will cease to have any obligation to pay any portion of the Gross Settlement Amount to anyone under the terms of this Agreement and all previous disbursements from the Gross Settlement Amount will be immediately paid back to Defendants by the person or entity who received such disbursement.

Defendants' payment of the attorney's fees and litigation costs of PAGA Representative Group Counsel as approved by the Court, an enhancement award to Plaintiff as approved by the Court and the sum of Eighteen Thousand Dollars and No Cents (\$18,000.00) allocated herein to compromise and settlement of Plaintiff's individual claims, as opposed to the PAGA claim, shall be due and payable four (4) weeks from the Court's entry of Judgment hereon. Also within four (4) weeks from the Court's entry of Judgment hereon, Defense Counsel shall deliver the LWDA Penalty Payment to the LWDA.

16. PROCEDURE FOR PAYMENT OF PAGA GROUP PENALTY PAYMENTS

PAGA Members will be automatically paid without submitting any claim form.

Within fifteen (15) days of entry of Judgment hereon, Defense Counsel shall mail to each qualifying PAGA Member a check in the amount of their PAGA Representative Group Penalty Payment

with the PAGA Payment Letter via first-class mail. With respect to each PAGA Payment Letter and PAGA Representative Group Penalty Payment which is returned as undeliverable, Defendant shall within ten (10) days attempt to determine a correct address by appropriate, reasonable means for the PAGA Member and re-send the PAGA Payment Letter with the PAGA Representative Group Penalty Payment via first-class mail to any new address thereby determined. Checks not negotiated within one hundred twenty (120) calendar days from their issue are void, but this Agreement and the release herein will nonetheless be binding as if the checks had been cashed by the payees. Any unclaimed funds in Defendants' account as a result of the failure to timely cash PAGA Representative Group Penalty Payment checks, plus any interest that has accrued thereon, will be distributed to the California State Controller's Unclaimed Property Fund in the name of the PAGA Member.

17. INADMISSIBILITY OF SETTLEMENT AGREEMENT/DENIAL OF LIABILITY

This Settlement Agreement is the result of a good-faith compromise of disputed claims, and neither it nor any statement or conduct in furtherance of the Settlement shall be offered or construed in any forum at any time to be an admission or concession of any kind by any Party or the Released Parties. In particular, but without limiting the generality of the foregoing, nothing about this Settlement shall be offered or construed as an admission at any time in any forum of liability, wrongdoing, impropriety, responsibility or fault whatsoever by Defendants or the Released Parties, each of whom expressly deny any liability, wrongdoing, impropriety, responsibility or fault whatsoever with respect to any person whomsoever. In addition, and also without limiting the generality of the foregoing, nothing about this Settlement shall be offered or construed in any forum at any time as an admission or evidence of the propriety or feasibility of representative action treatment in the Action or any other action for adversarial, rather than Settlement purposes.

18. INTERIM STAY OF PROCEEDINGS

Pending completion of the settlement process, the Parties agree to a stay of all proceedings in the Action except such as are necessary to implement the Settlement itself.

19. NOTICES

All notices, requests, demands and other communications required or permitted to be given pursuant to this Agreement shall be in writing and, except as provided elsewhere in this Agreement or in any communication to PAGA Members, shall be delivered personally or via postage prepaid first-class mail as follows:

A. If to Plaintiff or PAGA Representative Group Counsel, then to:

Boris Dalis
Law Offices of Boris Dalis
1999 Avenue of the Stars, Suite 1100
Los Angeles, CA 90067
bdalis@dalislaw.com

B. If to Defendants or Defense Counsel, then to:

Michael C. Blacher
David A. Urban
Liebert Cassidy Whitmore, APLC
6033 West Century Blvd., 5th Floor
Los Angeles, CA 90045
mblacher@lcwlegal.com
urban@lcwlegal.com

20. RETENTION OF JURISDICTION BY THE COURT

Following entry of the Final Order and Judgment pursuant to this Settlement Agreement, the Court shall retain jurisdiction pursuant to Code of Civil Procedure section 664.6 for the purpose of addressing any issues which may arise with respect to settlement administration or the enforcement of the terms of this Settlement Agreement.

21. ENTIRE AGREEMENT

This Settlement Agreement and its associated Exhibit set forth the entire agreement of the Parties with respect to their subject matter and supersede any and all other prior agreements and all negotiations leading up to the execution of this Settlement Agreement, whether oral or written, regarding the subjects covered herein. The Parties acknowledge that no representations, inducements, promises or statements relating to the subjects covered herein, oral or otherwise, have been made by any of the Parties or by anyone acting on behalf of the Parties which are not embodied or incorporated by reference herein, and further agree that no other agreement, covenant, representation, inducement, promise or statement relating to the subjects covered herein not set forth in writing in this Settlement Agreement have been made.

22. MODIFICATION OR AMENDMENT

This Settlement Agreement may not be modified, amended or altered except in a writing signed by each Party whose rights or obligations hereunder would be affected thereby or by that Party's authorized legal representative, or as ordered by the Court.

23. CHOICE OF LAW

This Settlement Agreement shall be governed by and construed, enforced and administered in accordance with the laws of the State of California, without regard to its conflicts-of-law rules.

24. CONSTRUCTION

This Settlement Agreement is entered into freely and voluntarily without duress or undue pressure or influence of any kind or nature whatsoever and neither Plaintiff, nor the PAGA Members,

nor Defendant has relied on any promises, representations or warranties regarding the subject matter hereof other than as set forth in this Agreement. Each Party has been represented by counsel in the settlement negotiations leading up to, and in connection with the preparation and, execution of this Settlement Agreement.

The Parties acknowledge and agree that all Parties had an equal hand in drafting this Settlement Agreement so that it shall not be deemed to have been prepared or drafted by one Party or another. All Parties waive the provisions of California Civil Code section 1654, which provides, in pertinent part, that "the language of a contract should be interpreted most strongly against the Party who caused the uncertainty to exist."

25. EXECUTION IN COUNTERPARTS

This Settlement Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Any signatures to this Agreement transmitted by facsimile and any copies of any signatures are valid and binding.

26. AUTHORITY

The individual signing this Settlement Agreement on behalf of Defendants represents and warrants that they are duly authorized to do so. The Parties likewise represent and warrant that they have authority to execute this Settlement Agreement and to take all appropriate action required and permitted to be taken by this Settlement Agreement, except such action that is the prerogative of the Court.

27. REASONABLE COOPERATION

The Parties shall support the settlement and its approval by the Court. The Parties shall provide reasonable cooperation with one another in implementing this Settlement, including but not limited to providing information and executing and delivering all documents necessary to effectuating its purpose.

28. BINDING EFFECT

This Settlement shall be enforceable, binding upon and inure to the benefit of the respective Parties hereto, their respective legal successors, heirs, administrators, executors, assigns and each of them.

29. NO PRIOR ASSIGNMENT

The Parties hereto represent, covenant, and warrant that they have not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein released and discharged except as set forth herein.

30. **MISCELLANEOUS**

A. **Headings**: The headings in this Agreement are included for convenience only and shall not be given weight in its construction.

B. **Signatures**: Signatures of the Parties or their counsel made or transmitted by PDF, DocuSign or other facsimile shall be binding.

IN WITNESS WHEREOF, this Settlement Agreement, consisting of 13 pages, has been duly executed by and on behalf of the Parties as of the date first written above.

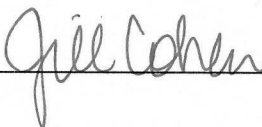
Dated: November 4, 2022



Shohreh Firouztale
On behalf of Plaintiff and PAGA Members

Dated: November 11, 2022

Temple Israel of Hollywood; Hillside Memorial Park and Mortuary; and The Bay-Nimoy Early Childhood Center

By: _____

Title: President, Board of Trustees
Temple Israel of Hollywood