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 Attorneys for Defendants
 5 PERRIN BERNARD SUPOWITZ, LLC and PERRIN
 BERNARD SUPOWITZ, INC.
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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
 9 **COUNTY OF LOS ANGELES**
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11 VICTOR HUERTA, individually, and on
 behalf of all others similarly situated,

Plaintiff,

vs.

14 PERRIN BERNARD SUPOWITZ, LLC, a
 limited liability company; PERRIN
 15 BERNARD SUPOWITZ, INC., a California
 corporation; and DOES 1 through 10, inclusive,

Defendant.

) Case No. 20STCV39684

) Assigned for All Purposes To:

) Judge: Barbara A. Meiers

) Dept: 12

) **PAGA SETTLEMENT AGREEMENT**

) Action Filed: October 14, 2020

PAGA SETTLEMENT AGREEMENT

PAGA Settlement Agreement

Subject to Court approval by the Superior Court of the State of California, County of Los Angeles (“Court”), Plaintiff Victor Huerta (“Plaintiff”) and Defendants Perrin Bernard Supowitz, LLC and Perrin Bernard Supowitz, Inc. (“Defendants”) (collectively with Plaintiff, the “Parties”) hereby agree to the following binding settlement (“Settlement” or “Settlement Agreement”) of the action entitled *Victor Huerta v. Perrin Bernard Supowitz, LLC, et al.*, Case No. 20STCV39684 (the “Action”).

Definitions

The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective:

1. “Action” means *Victor Huerta v. Perrin Bernard Supowitz, LLC, et al.*, Case No. 20STCV39684.

2. “Aggrieved Employees” are all current and former California exempt and non-exempt employees of Defendants at any time from October 12, 2019 to October 12, 2022.

3. “Complaint” means the operative complaint, as amended, pursuant to this Settlement Agreement.

4. “Court” is the Superior Court of the State of California, County of Los Angeles.

5. “LWDA” means the California Labor and Workforce Development Agency.

6. “Maximum Settlement Amount” means the maximum settlement amount of One Hundred Eighty Thousand Dollars (\$180,000) to be paid by Defendants in full satisfaction of all Released Claims arising from the Action, which includes all payments to Aggrieved Employees, Plaintiff, Plaintiff’s Counsel, the LWDA, and the Settlement Administrator.

7. “PAGA Notice” means the notice provided to Defendants and the LWDA on October 12, 2020 and amended notice provided to Defendants and the LWDA.

8. “PAGA Penalties Fund” means the Maximum Settlement Amount less the Attorneys’ Fees and Costs, Service Award, and Settlement Administrator Costs.

9. “Plaintiff’s Counsel” means Moon & Yang, APC.

10. “Released Parties” means Perrin Bernard Supowitz, LLC and Perrin Bernard

Supowitz, Inc., and their past, present, and future owners, officers, directors, employees, board members, shareholders, attorneys, insurers, reinsurers, customers, partners, investors, members, representatives, predecessors, parent companies, subsidiaries, affiliates, divisions, successors, agents and principals, and their heirs, estates, executors, administrators, servants, insurers, attorneys, and assigns.

11. "Service Award" means the amounts to be paid from the Maximum Settlement Amount to Plaintiff as payment for his service on behalf of the LWDA and Aggrieved Employees and for a general release of all claims arising out of his employment with Defendants.

12. "Settlement" is the settlement set forth in this Agreement.

13. "Released Claims" means any and all claims for PAGA civil penalties, inclusive of attorneys' fees and/or costs, under the California Labor Code, Wage Orders, regulations, and/or other provisions of law during the Settlement Period, based on, arising from, or related to any claim, allegation, or theory alleged or that could have been alleged in the Complaint and PAGA Notices regarding Defendant's alleged: failure to pay minimum and overtime wages, including based on misclassification and off-the-clock work; failure to provide meal periods or pay meal period premiums at the regular rate of pay; failure to authorize and permit rest periods or pay rest period premiums at the regular rate of pay; failure to maintain accurate records of hours worked and meal periods; failure to timely pay wages during employment and at time of termination or resignation; failure to reimburse necessary business expenses, wage statement violations, and retaliation including but not limited to California Labor Code sections 201-204, 210, 221, 226, 226.7, 226.8, 510, 512, 515, 558, 558.1, 1102.5, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197-1199, 2802, 2698 *et seq.*

14. "Settlement Period" means the periods from October 12, 2019 through October 12, 2022.

Recitals

15. On October 12, 2020, Plaintiff provided notice to Defendants and the LWDA of his intent to pursue a claim for civil penalties on behalf of himself and other current and former non-exempt allegedly aggrieved employees pursuant to PAGA.

16. On October 14, 2020, Plaintiff filed a proposed class action complaint against Defendants.

17. On January 4, 2021, Plaintiff filed a First Amended Complaint ("FAC"). The FAC alleged the same claims asserted in the Complaint as well as an eighth cause of action for civil penalties under PAGA based on the above alleged violations of the Labor Code.

18. Upon learning that Plaintiff had signed an arbitration agreement containing a class action waiver, Plaintiff requested, and on March 4, 2021, the court entered an order dismissing, without prejudice, Plaintiff's individual and class claims leaving only the eighth claim for PAGA civil penalties.

19. On September 20, 2021, Defendants removed the case to the District Court for the Central District of California on the basis of federal question jurisdiction under 28 U.S.C. §§ 1331, 1441, and 1446 on the grounds that Plaintiff's PAGA claim, or certain portions thereof, were preempted pursuant to the LMRA. In addition to the foregoing, Defendants argued that the meal period and rest break claims require substantial interpretation of the CBAs and are therefore preempted, and urged the court to exercise supplemental jurisdiction over the remaining claims.

20. On December 13, 2021 the parties mediated with well-respected mediator Steven Rottman. In anticipation of mediation, Defendants produced the Collective Bargaining Agreements, various policy documents, as well as time and pay records. The mediation was not successful; however, the parties, with the assistance of Mr. Rottman, continued settlement efforts and ultimately reached a settlement.

21. On January 21, 2022 the Parties filed a Joint Notice of Settlement and subsequently stipulated to remand the Action to this Court for purposes of settlement.

Terms

22. Amended PAGA Notice. The Parties agree that for settlement purposes only, Plaintiff will file an Amended PAGA Notice and Second Amended Complaint as attached hereto as Exhibits A and B.

23. Maximum Settlement Amount. In consideration for Plaintiff's promises and representations described in this Settlement Agreement, and subject to all of the conditions of the

Settlement being met, Defendants agrees to pay a maximum amount of One Hundred Eighty Thousand Dollars (\$180,000) (“Maximum Settlement Amount”), which represents the maximum amount payable in this Settlement by Defendants, and includes all attorneys’ fees, litigation costs and expenses, Plaintiff’s Service Award, Settlement Administration Costs, and payments to Aggrieved Employees and the LWDA for their share of the PAGA Penalties Fund. No portion of the Maximum Settlement Amount will be retained by, or revert to, Defendant.

24. PAGA Penalties Fund. The PAGA Penalties Fund, approximately \$85,500.00, will be paid to Aggrieved Employees and the LWDA in full satisfaction of all claims for PAGA civil penalties under the California Labor Code, Wage Orders, regulations, and/or other provisions of law alleged to have been violated in the Action with respect to Aggrieved Employees. Pursuant to PAGA, Seventy-Five Percent (75%) (or approximately \$64,125.00), of the PAGA Penalties Fund will be paid to the LWDA, and the remaining Twenty-Five Percent (25%) (or approximately \$21,375.00), will be paid to Aggrieved Employees, with Ten Percent (10%) (or approximately \$2,137.50 paid to exempt Aggrieved Employees and Ninety Percent (90%) (or approximately \$19,237.50) according to the following formula:

14(a) Defendants will provide the necessary information to the Settlement Administrator in order to calculate: (i) the total number of pay periods in which the Aggrieved Employee worked during the Settlement Period, and (ii) the total number of pay periods in which all Aggrieved Employees worked during the Settlement Period.

14(b) To determine each Aggrieved Employee’s payment from the PAGA Penalties Fund, the Settlement Administrator will use the following formula:

(i) Settlement Payment for exempt Aggrieved Employees = 10% of Aggrieved Employee portion of the PAGA Penalties Fund ($\approx \$2,137.50 \times [\text{Pay Periods by Individual exempt Aggrieved Employee During the Settlement Period} \div \text{Total Pay Periods by All exempt Aggrieved Employees during the Settlement Periods}]$).

(ii) Settlement Payment for non-exempt Aggrieved Employees = 90% of Aggrieved Employee portion of the PAGA Penalties Fund ($\approx \$19,237.50 \times [\text{Pay Periods by Individual exempt Aggrieved Employee During the Settlement Period} \div \text{Total Pay Periods by All exempt Aggrieved Employees during the Settlement Periods}]$).

25. Attorneys' Fees and Costs. In full satisfaction of all claims Plaintiff may have for attorneys' fees, all out-of-pocket costs and expenses arising out of the Action (including, if applicable, expert fees and investigation costs), the Defendants agree not to oppose Plaintiff's request that Plaintiff's Counsel be paid a total of Thirty-Five Percent (35%) (or \$63,000) for attorneys' fees and up to \$13,500 in actual costs ("Attorneys' Fees and Costs"), which shall be paid by the Settlement Administrator out of the Maximum Settlement Amount. Any portion of the Attorneys' Fees and Costs not awarded to Plaintiff's Counsel will be added to the PAGA Penalties Fund. The Settlement shall remain binding even if the Court approves a lesser amount of Attorneys' Fees and Costs.

26. Service Award. For a general release of any and all claims Plaintiff may have against Defendants, as and individual or otherwise, arising out of is his employment, and for his service on behalf of the LWDA and Aggrieved Employees, Defendants agree not to oppose Plaintiff's request that Plaintiff be paid the sum of Ten Thousand Dollars (\$10,000) ("Service Award"), which shall be paid by the Settlement Administrator out of the Maximum Settlement Amount. The Settlement shall remain binding even if the Court approves a lesser amount of Service Award. Upon receipt of the Service Award, Plaintiff will be deemed to have fully released and discharged Defendants from any and all claims, demands, obligations, causes of action, rights, or liabilities of any kind which have been or could have been asserted against Defendants arising out of or relating to Plaintiff's employment with Defendants or termination thereof, including but not limited to claims for wages, restitution, penalties, retaliation, defamation, discrimination, harassment or wrongful termination of employment. This release specifically includes any and all claims, demands, obligations and/or causes of action for damages, restitution, penalties, interest,

1 and attorneys' fees and costs (except provided by the Settlement) relating to or in any way
2 connected with the matters referred to herein, whether or not known or suspected to exist, and
3 whether or not specifically or particularly described herein. Specifically, Plaintiff will be deemed to
4 have waived all rights and benefits afforded by California Civil Code Section 1542, which
5 provides:

6 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE**
7 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO**
8 **EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE**
9 **AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY**
10 **AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED**
11 **PARTY.**

12 27. Settlement Administration Costs. The Parties have agreed to retain Phoenix Class
13 Action Administration Solution ("Phoenix") Settlement Administrator as the third-party settlement
14 administrator ("Settlement Administrator") to administer this settlement. The Settlement
15 Administrator will be responsible for establishing a qualified settlement fund ("QSF") and issuing
16 all payments and appropriate tax forms to Aggrieved Employees, the LWDA, Plaintiff, and
17 Plaintiff's Counsel. The Settlement Administration Costs will be paid from the Maximum
18 Settlement Amount. Settlement Administration Costs are estimated at \$8,000.00.

19 28. Court Approval of the Settlement and Distribution of Settlement Payments. The
20 Parties will present this Settlement Agreement to the Court and the LWDA. Plaintiff shall be
21 responsible for preparing and submitting all motions, papers, and notifications regarding this
22 Settlement to the Court and the LWDA, and for providing Defendants an opportunity to propose
23 revisions to the documents prior to filing, which Plaintiff will incorporate in good faith. Plaintiff's
24 Counsel will provide the LWDA with notice of the Settlement before or at the same time the
25 Motion for Approval is filed with the Court. The Parties will request that the Court issue an Order
26 approving the Settlement, incorporating by reference the terms and conditions of the Settlement
27 Agreement ("Order").

28 29. List of Aggrieved Employees. Within fourteen (14) calendar days after entry of the

Order, Defendants will provide the Settlement Administrator a complete list of all Aggrieved Employees (“Aggrieved Employee List”). The Aggrieved Employee List will be formatted in Microsoft Office Excel and will include each Aggrieved Employees full name; most recent mailing address and telephone number; Social Security number; the respective number of pay periods during which each Aggrieved Employee worked during the Settlement Period; and any other relevant information needed to calculate settlement payments. The Parties agree and acknowledge that, except for identifying the total number of Aggrieved Employees contained therein, the Aggrieved Employee List, including identification and contact information, is confidential and shall not be shared with Plaintiff or Plaintiff’s Counsel, unless Defendants consent to the disclosure in writing or unless the Court orders the disclosure.

30. Funding of the Settlement. Within fourteen (14) calendar days after entry of the Order, Defendants will deposit the Maximum Settlement Amount into the QSF to be established by the Settlement Administrator. Following its deposit of the Maximum Settlement Amount to the Settlement Administrator, Defendants shall have no responsibility, financial obligation, or liability whatsoever with respect to any payments to the LWDA, Aggrieved Employees, Plaintiff’s Counsel, Plaintiff, and any other recipients of funds and/or beneficiaries of the Settlement, including but not limited to all calculations and disbursements of funds, and payment of any taxes or costs relating thereto.

31. Date of Settlement Payments. Within twenty-one (21) calendar days after the Court’s Order (“Date of Settlement Payments”), the Settlement Administrator will issue payments to: (a) Aggrieved Employees; (b) the LWDA; (c) Plaintiff; (d) Plaintiff’s Counsel; and (e) itself. The Settlement Administrator, and not Defendants, will issue the appropriate tax forms for all payments issued under this Settlement.

32. Settlement Payments to Aggrieved Employees. On the Date of Settlement Payments, the Settlement Administrator will issue each Aggrieved Employee one check for his or her share of the PAGA Penalties Fund along with an explanatory notice, attached here as Exhibit C, which will be mutually approved by the parties. Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct for

any known or identifiable address changes. Any checks returned as non-deliverable on or before the check cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address or Social Security number of the Aggrieved Employee involved, and will then perform a single re-mailing. Checks will remain negotiable for 180 days. Those funds represented by un-cashed checks which remain outstanding 180 days after the mailing of the Settlement checks by the Settlement Administrator will be tendered to the unclaimed property fund of The State Controller's Office in the name of the Aggrieved Employee. All settlement payments to Aggrieved Employees will be treated as miscellaneous income for which a 1099 will be issued.

33. Released Claims. Upon the Date of Settlement Payments, Plaintiff and all Aggrieved Employees, the LWDA and the State of California, including any purported representative or proxy thereof, will release and be forever barred from pursuing against the Released Parties the Released Claims during the Settlement Period.

34. No Credit Toward Benefit Plans. Payments to Aggrieved Employees as referenced herein will not be utilized to calculate any additional benefits under any benefit plans to which any Aggrieved Employee may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Aggrieved Employee may be entitled under any benefit plans.

35. No Prior Assignments. The Parties and their counsel 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 right herein released and discharged.

36. Nullification of Settlement Agreement. In the event that: (i) the Court does not enter an Order approving the Settlement as provided herein; or (ii) the Settlement does not become final for any other reason, then this Settlement Agreement, and any documents generated to bring it

1 into effect, will be null and void, and the Parties will be returned to their original respective
2 positions.

3 37. Judgment and Continued Jurisdiction. After entry of the Order and Judgment, the
4 Court will have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and
5 enforcement of the terms of the Settlement, (ii) settlement administration matters, and (iii) such
6 post-Judgment matters as may be appropriate under court rules or as set forth in this Settlement.

7 38. Entire Agreement. This Settlement Agreement constitutes the entirety of the Parties'
8 settlement terms. No other prior or contemporaneous written or oral agreements may be deemed
9 binding on the Parties.

10 39. Amendment or Modification. This Settlement Agreement may be amended or
11 modified only by a written instrument, signed by either the Parties or their successors-in-interest or
12 counsel for all Parties.

13 40. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant
14 and represent they are expressly authorized by the Parties whom they represent to negotiate this
15 Settlement Agreement and to take all appropriate action required or permitted to be taken by such
16 Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other
17 documents required to effectuate the terms of this Settlement Agreement. The Parties and their
18 counsel will cooperate with each other and use their best efforts to effect the implementation of the
19 Settlement. If the Parties are unable to reach agreement on the form or content of any document
20 needed to implement the Settlement, or on any supplemental provisions that may become necessary
21 to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve
22 such disagreement.

23 41. Binding on Successors and Assigns. This Settlement Agreement will be binding
24 upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously
25 defined.

26 42. California Law Governs. All terms of this Settlement Agreement will be governed
27 by and interpreted according to the laws of the State of California.

28 43. Execution and Counterparts. This Settlement Agreement is subject only to the

1 execution of all Parties. However, the Settlement Agreement may be executed in one or more
2 counterparts. All executed counterparts and each of them, including electronic signatures (e.g.,
3 DocuSign), facsimiles, and scanned copies of the signature pages, will be deemed to be one and the
4 same instrument.

5 44. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe
6 this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have
7 arrived at this Settlement after arm's-length negotiations by experienced counsel. The Parties
8 further acknowledge that they are each represented by competent counsel and that they have had an
9 opportunity to consult with their counsel regarding the fairness and reasonableness of this
10 Settlement.

11 45. Waiver of Certain Appeals. The Parties agree to waive appeals; except, however,
12 that Plaintiff may appeal any reduction to the Attorneys' Fees and Costs below the amount they
13 request from the Court, and either party may appeal any court order that materially alters the
14 Settlement's terms.

15 46. Invalidity of Any Provision. Before declaring any provision of this Settlement
16 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest
17 extent possible consistent with applicable precedents so as to define all provisions of this
18 Settlement Agreement valid and enforceable. The Parties agree to meet and confer and, if
19 necessary, attempt to renegotiate in good faith to resolve any concerns raised by the Court with
20 respect to any of the terms of this Settlement, in an effort to obtain Court approval.

21 47. Captions. The captions and section numbers in this Settlement Agreement are
22 inserted for the reader's convenience, and in no way define, limit, construe or describe the scope or
23 intent of the provisions of this Settlement Agreement.

24 48. Waiver. No waiver of any condition or covenant contained in this Settlement
25 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to
26 imply or constitute a further waiver by such party of the same or any other condition, covenant,
27 right or remedy.

28 49. Enforcement Action. In the event that one or more of the Parties institutes any legal

1 action or other proceeding against any other Party or Parties to enforce the provisions of this
2 Settlement or to declare rights and/or obligations under this Settlement, the successful Party or
3 Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees
4 and costs, including expert witness fees incurred in connection with any enforcement actions.

5 50. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms
6 and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be
7 construed more strictly against one party merely by virtue of the fact that it may have been
8 prepared by counsel for one of the Parties, it being recognized that, because of the arm's-length
9 negotiations between the Parties, all Parties have contributed to the preparation of this Settlement
10 Agreement.

11 51. Representation By Counsel. The Parties acknowledge that they have been
12 represented by counsel throughout all negotiations that preceded the execution of this Settlement
13 Agreement, and that this Settlement Agreement has been executed with the consent and advice of
14 counsel, and reviewed in full.

15 52. Cooperation and Execution of Necessary Documents. All Parties will cooperate in
16 good faith and execute all documents to the extent reasonably necessary to effectuate the terms of
17 this Settlement Agreement.

18 53. Binding Agreement. The Parties warrant that they understand and have full authority
19 to enter into this Settlement, and further intend that this Settlement Agreement will be fully
20 enforceable and binding on all Parties, including the State of California which Plaintiff represents
21 in the Action, and agree that it will be admissible and subject to disclosure in any proceeding to
22 enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might
23 apply under federal or state law.

24 54. Denial of Liability. The Parties expressly recognize that the making of this
25 agreement does not in any way constitute an admission or concession of wrongdoing on the part of
26 Defendants. Defendants expressly deny any liability for the claims asserted and specifically deny
27 and do not admit any of the allegations against them. Nothing in this Settlement, nor any action
28 taken in implementation thereof, nor any statements, discussions or communications, nor any

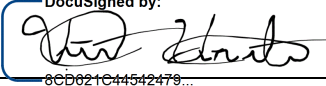
materials prepared, exchanged, issued or used during the pendency of the Action, is intended by the Parties to, nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in any other judicial, arbitral, administrative, investigative or other forum or proceeding, as evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, this agreement may be used in any proceeding in the Court that has as its purpose the interpretation, implementation, or enforcement of the Settlement or any orders or judgments of the Court entered into in connection therewith.

READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Dated: March 2nd, 2023

DocuSigned by:



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VICTOR HUERTA

PERRIN BERNARD SUPOWITZ, LLC

PERRIN BERNARD SUPOWITZ, INC.

Dated: _____, 2023

NIGEL KERSHAW

APPROVED AS TO FORM

Dated: March 2nd, 2023 MOON & YANG

By: _____



Kane Moon

Attorneys for Plaintiff
VICTOR HUERTA

1 Dated: _____, 2023 CDF LABOR LAW LLP

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By: _____

Amy S. Williams

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Attorneys for Defendants

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PERRIN BERNARD SUPOWITZ, LLC and PERRIN
BERNARD SUPOWITZ, INC.

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1 materials prepared, exchanged, issued or used during the pendency of the Action, is intended by the
2 Parties to, nor will any of the foregoing constitute, be introduced, be used or be admissible in any
3 way in any other judicial, arbitral, administrative, investigative or other forum or proceeding, as
4 evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or
5 executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, this
6 agreement may be used in any proceeding in the Court that has as its purpose the interpretation,
7 implementation, or enforcement of the Settlement or any orders or judgments of the Court entered
8 into in connection therewith.

9 **READ CAREFULLY BEFORE SIGNING**

10 PLAINTIFF

11
12 Dated: _____, 2023

13 _____
VICTOR HUERTA

14
15 PERRIN BERNARD SUPOWITZ, LLC
16 PERRIN BERNARD SUPOWITZ, INC.

17
18 Dated: March 14, 2023

19 _____
NIGEL KERSHAW

20
21 **APPROVED AS TO FORM**

22
23 Dated: _____, 2023

MOON & YANG

24
25
26 By: _____
Kane Moon

27 Attorneys for Plaintiff
28 VICTOR HUERTA

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Dated: March 14, 2023 CDF LABOR LAW LLP

By: 
Amy S. Williams
Attorneys for Defendants
PERRIN BERNARD SUPOWITZ, LLC and PERRIN
BERNARD SUPOWITZ, INC.

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF ORANGE.

I, the undersigned, declare that I am employed in the aforesaid County, State of California. I am over the age of 18 and not a party to the within action. My business address is 18300 Von Karman Avenue, Suite 800, Irvine, CA 92612. On February 23, 2023, I served upon the interested party(ies) in this action the following document described as: PAGA SETTLEMENT AGREEMENT

By placing a true copy thereof enclosed in sealed envelope(s) addressed as stated below.

Kane Moon
Lilit Ter-Astvatsatryan
MOON & YANG
1055 W. Seventh St., Suite 1880
Los Angeles, CA 90017
T: (213) 232-3128

E-MAIL: kane.moon@moonvanglaw.com; lilit@moonvanglaw.com

For processing by the following method:

☒ By placing such envelope(s) with postage thereon fully prepaid into CDF Labor Law LLP's interoffice mail for collection and mailing pursuant to ordinary business practice. I am familiar with the office practice of CDF Labor Law LLP for collecting and processing mail with the United States Postal Service, which practice is that when mail is deposited with the CDF Labor Law LLP personnel responsible for depositing mail with the United States Postal Service, such mail is deposited that same day in a post box, mailbox, sub-post office, substation, mail chute, or other like facility regularly maintained by the United States Postal Service in Irvine, California.

I certify that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

Executed on February 23, 2023, at Irvine, California.

I declare under penalty of perjury that the foregoing is true and correct.

(Type or print name)

(Signature)