

1 Sarkis Sirmabekian [SBN 278588]
2 **SIRMABEKIAN LAW FIRM, PC**
3 3435 Wilshire Blvd., Suite 1710
4 Los Angeles, California, 90010
5 Telephone: 818.473.5003
6 Facsimile: 818.476.5619
7 E-mail: contact@slawla.com

8 Attorney for Plaintiff,
9 JOAQUIN R. RODRIGUEZ

10 John L. Barber [SBN 160317]
11 Katherine C. Den Bleyker [SBN 257187]
12 Raina Singer [SBN 323116]
13 **LEWIS BRISBOIS BISGAARD & SMITH, LLP**
14 633 West 5th Street, Suite 4000
15 Los Angeles, California, 90071
16 Telephone: (213) 250-1800
17 Facsimile: (213) 250-7900
18 E-mail: John.Barber@lewisbrisbois.com;
19 Katherine.DenBleyker@lewisbrisbois.com;
20 Raina.Singer@lewisbrisbois.com

21 Attorney for Defendants,
22 FAR EAST LANDSCAPE & MAINTENANCE, INC.
23 and TONY J. MOON

24 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
25 **FOR THE COUNTY OF LOS ANGELES**

26 JOAQUIN R. RODRIGUEZ, an individual;

27 Plaintiff,

28 vs.

29 FAR EAST LANDSCAPE & MAINTENANCE,
30 INC., a California Corporation; TONY J.
31 MOON, an individual; and DOES 1-100,
32 inclusive;

33 Defendants.

CASE NO.: 21STCV01729

Assigned to: *Honorable Yolanda Orozco,*
Dept. 31

**STIPULATION BY ALL PARTIES FOR
ORDER APPROVING SETTLEMENT
PURSUANT TO CALIFORNIA LABOR
CODE PRIVATE ATTORNEYS'
GENERAL ACT AND ENTERING
JUDGMENT**

Complaint Filed: January 15, 2021
Trial Date: August 22, 2022

1 Plaintiff JOAQUIN R. RODRIGUEZ (“Plaintiff”) and Defendants FAR EAST LANDSCAPE
2 & MAINTENANCE, INC., and TONY J. MOON (“Defendants”) (collectively, “the Parties”), by and
3 through their respective counsel of record, hereby stipulate as follows:

4 **WHEREAS**, on or about October 7, 2020, Plaintiff by and through Plaintiff’s counsel, sent a
5 notice to the California Labor Workforce Development Agency (“LWDA”) and all Defendants (the
6 “PAGA Notice”) alleging that Defendants engaged in violations of the California Labor Code and
7 California Wage Orders, seeking civil penalties pursuant to the California Labor Code Private
8 Attorneys’ General Act (“PAGA”);

9 **WHEREAS**, on or about January 15, 2021, Plaintiff filed a Complaint in the California
10 Superior Court for the County of Los Angeles entitled Joaquin R. Rodriguez v. Far East Landscape
11 & Maintenance, Inc., et al. (the “Action”) alleging individual employment claims;

12 **WHEREAS**, this Settlement is entered into on October 21, 2021 by and between Plaintiff, on
13 behalf of themselves and “Aggrieved Employees” (defined below), on the one hand, and Defendants
14 on the other hand, to memorialize the essential terms of the settlement of Plaintiff’s representative
15 claim asserted in the Action.

16 **WHEREAS**, this Settlement becomes enforceable upon its execution by the signatories set
17 forth below. The Parties agree to enter into a long-form, Joint Stipulation for Settlement (or similar
18 long-form Settlement Agreement) that contains the terms set forth in this Settlement and more specific
19 information and procedures as required by law. Nonetheless, the Parties intend that the terms set forth
20 herein in this Settlement are fully enforceable by the Los Angeles Superior Court upon motion of any
21 Party.

22 **WHEREAS**, on or about January 15, 2021, Plaintiff filed a Complaint, alleging the following
23 causes of action: (1) Failure to Pay Minimum Wage; (2) Failure to Compensate for All Hours Worked
24 (3) Failure to Pay Overtime Compensation; (4) Failure To Pay Meal Period Compensation; (5) Failure
25 To Rest Period Compensation; (6) Failure To Furnish Accurate Wage and Hour Statements; (7) Failure
26 to Pay Wages Upon Discharge; (8) Statutory Penalties; (9) Failure to Indemnify and Illegal Deductions
27 from Wages; (10) Violation of the Private Attorneys General Act of 2004; (11) Unfair Competition;
28

1 **WHEREAS**, for purposes of Plaintiff representative claims under PAGA, and for purposes of
2 the Action (as defined below) and this PAGA Agreement, the alleged aggrieved individuals
3 (“Aggrieved Employees”) are defined by Plaintiff to be current and former non-exempt hourly
4 employees who worked at least one pay period, who worked for the Defendants in the State of
5 California during the PAGA Period. The PAGA Period is defined to be from May 18, 2019 through
6 the date this Court approves the settlement described herein (the “PAGA Settlement”) and enters
7 judgment pursuant to the terms of the PAGA Settlement (the “Approval Date”);

8 **WHEREAS**, Defendants vigorously dispute and deny the allegations and various causes of
9 action asserted in the Action, including, without limitation, Plaintiff’s and the Aggrieved Employees’
10 claim for civil penalties pursuant to PAGA;

11 **WHEREAS**, the Parties engaged in an informal exchange of documents and information. .
12 The Parties have also conducted extensive independent investigation and evaluations of the claims and
13 defenses in this matter. Both Plaintiff’s counsel and Defendants’ counsel have significant experience
14 litigating and resolving the type of wage-and-hour claims alleged in the Action, including claims for
15 civil penalties under PAGA;

16 **WHEREAS**, the Parties reached a settlement of the Action as a result of a mediation with
17 mediator Michael D. Young, Esq.;

18 **WHEREAS**, according to the PAGA Settlement Agreement, Plaintiff’s “PAGA Released
19 Claims” are defined as any and all claims, rights, demands, liabilities and causes of action for civil
20 penalties under the PAGA asserted, or that could have been asserted in the Complaint, and/or PAGA
21 Notice, including but not limited to those under California Labor Code §§ 201, 202, 203, 204, 206,
22 206.5, 210, 216, 218.6, 221, 223, 224, 225.5, 226, 226.3, 226.7, 246, 256, 432.5, 450, 510, 512, 558,
23 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698 et seq., 2802, and the California
24 Wage Orders sections 3, 4 7, 9, 11, 12, 20 and a California Civil Code 1542 release as to those sections,
25 that arose during the PAGA Period, based on the factual allegations pled in the operative complaint. ,
26 A true and correct copy of the PAGA Settlement Agreement is attached hereto as **Exhibit A**, and its
27 defined terms are hereby incorporated by reference;
28

1 **WHEREAS**, California Labor Code Section 2699(l)(2) requires that this Court review and
2 approve any settlement pursuant to PAGA;

3 **WHEREAS**, the Parties recognize that the issues presented in the Action are likely only to be
4 resolved with extensive and costly discovery, pretrial and trial proceedings, and that further litigation
5 will cause inconvenience, distraction, disruption, delay and expense disproportionate to the potential
6 benefits of litigation. The Parties have taken into account the risk and uncertainty of the outcome
7 inherent in any litigation;

8 **WHEREAS**, based on their own independent investigations and evaluations, the Parties and
9 their respective counsel are of the opinion that the settlement of the PAGA Claims on the terms set
10 forth in the PAGA Settlement Agreement are fair, reasonable and adequate and is in the best interests
11 of the Parties, the LWDA, and Aggrieved Employees in light of all known facts and circumstances
12 and the risks inherent in litigation;

13 **WHEREAS**, the Parties recognize that this Court may, pursuant to California Labor Code
14 Section 2699(e)(2), award a lesser amount than the maximum civil penalty amount permitted under
15 PAGA if, based on the facts and circumstances of the particular case, to do otherwise would result in
16 an award that is unjust, arbitrary and oppressive, or confiscatory;

17 **WHEREAS**, Plaintiff has provided a copy of this Joint Stipulation and the proposed PAGA
18 Settlement Agreement to the LWDA in accordance with Labor Code Section 2699(l)(2), and a proof
19 of service to the LWDA is attached hereto;

20 **WHEREAS**, the Parties have mutually agreed upon a Notice to Aggrieved Employees,
21 attached hereto as **Exhibit B**;

22 **WHEREAS**, the settlement administration quote from Phoenix Settlement Administrators is
23 attached hereto as **Exhibit C**;

24 **WHEREAS**, in consideration of the terms and conditions set forth in the PAGA Settlement
25 Agreement, the Parties agree to be bound to the terms and conditions set forth in the PAGA Settlement
26 Agreement, including that:

1 Upon expiration of the appeal period after the final Court Approval Date, the Company shall
2 pay the total sum of One Hundred and Twenty Thousand Dollars (\$120,000.00) (the “PAGA
3 Settlement Sum”) on account of disputed and alleged civil penalties as follows:

4 A. One-third (1/3) of the PAGA Gross Settlement Amount (“PGSA”), \$40,000.00,
5 plus \$5,750.00 for costs, totaling \$45,750.00, shall be paid to Plaintiff’s counsel Sirmabekian Law
6 Firm PC, for attorney’s fees and costs incurred on the PAGA claims and an enhancement payment to
7 Plaintiff in the amount of \$500.00; and, \$2,500.00 shall be paid to the Settlement Administrator.

8 B. The remaining balance after deducting the amount being paid to Plaintiff’s
9 counsel for attorney’s fees, costs and expenses on the PAGA claims, \$71,250.00 (the “PAGA Net
10 Settlement Amount” or “PNSA”), shall be classified for tax purposes as civil penalties (“Civil Penalty
11 Allocation”), unless otherwise required by law, and shall be distributed as follows:

12 i. Seventy-Five Percent (75%) of the Civil Penalty Allocation,
13 \$53,437.50, shall be paid to the LWDA, which represents civil penalties payable to the LWDA under
14 the PAGA, Labor Code section 2698, *et seq.*;

15 ii. Twenty Five Percent (25%) of the Civil Penalty Allocation,
16 \$17,812.50, (the “Aggrieved Employee Amount”) shall be paid to the PAGA Members, pursuant to
17 Labor Code § 2699(i), divided amongst PAGA Members based on each PAGA Member’s respective
18 number of pay periods worked for Defendants in California during the PAGA Period.

19 **WHEREAS**, Plaintiff agree that counsel for Plaintiff will notify the LWDA of the settlement
20 at the same time the settlement is submitted to the court for approval, seek approval of the settlement,
21 and perform any and all statutory tasks as required by law.

22 **WHEREAS**, the Parties further agree that should the Court deny approval of the settlement
23 based on the allocation of the PGSA (the “PAGA Gross Settlement Amount”) or PNSA, the Parties
24 agree to re-negotiate in good faith in an effort to obtain approval of the settlement.

25 **WHEREAS**, upon Court approval of the PAGA Settlement and performance of the payment
26 obligations therein, Plaintiff and PAGA Members will fully and finally release and discharge
27 Defendants and their former, present and future owners, parents, and subsidiaries, and all of their current,
28 former and future spouse(s), children, officers, directors, members, managers, employees, consultants,

1 partners, shareholders, joint venturers, agents, predecessors, successors, assigns, accountants, insurers, or
2 legal representatives("Released Parties"), from all claims, rights, demands, liabilities and causes of
3 action for civil penalties under the PAGA asserted, or that could have been asserted in the Complaint,
4 including, but not limited to, those under California *Labor Code* §§ 201, 202, 203, 204, 206, 206.5,
5 210, 216, 218.6, 221, 223, 224, 225.5, 226, 226.3, 226.7, 246, 256, 432.5, 450, 510, 512, 558, 1174,
6 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698 et seq., 2802, Wage Order sections 3,
7 4, 7, 9, 11, 12, 20, and a California *Civil Code* § 1542 release as to those sections, that arose during
8 the PAGA Period, based on the factual allegations pled in the operative complaint in the Action.
9 ("Released Claims").

10 **WHEREAS**, Defendants shall separately pay \$30,000.00 to Plaintiff Rodriguez, in exchange
11 for Plaintiff's: (i) release of their individual claims in the Action, and (ii) complete and general release
12 and waiver of known and unknown claims under Civil Code section 1542, except as may be prohibited
13 by law, such as claims for workers' compensation benefits. The parties will execute a separate
14 settlement agreement with respect to Plaintiff's individual claims. Payment of the \$30,000 for
15 Plaintiff's individual claims is contingent on approval of the PAGA Action.

16 **WHEREAS**, Plaintiff has sole responsibility for all tax consequences of payments.

17 **WHEREAS**, Defendants represent that it has employed 3,574 Pay Periods from the beginning
18 of the PAGA Period through present. If as of the date of court approval, the number of Pay Periods
19 exceeds 3,574 by more than ten percent (10%) (i.e., the number of Pay Periods exceeds 3,574 by 393
20 or more Pay Periods), then the amount of the Gross Settlement Amount shall increase in proportion to
21 the increased percentage over 10%. For example, if such increase in Pay Periods during the Class
22 Period is 11% over 3,574 Pay Periods, the Gross Settlement Fund will increase by 1%.

23 **WHEREAS**, Defendants will provide PAGA Members' information (names, addresses, s,
24 social security numbers, and number of pay periods worked for Defendant in California during the
25 PAGA Period) to the Settlement Administrator to assist the settlement process within twenty-one (21)
26 business days of the court signing the approval order.

27 **WHEREAS**, No later than thirty (30) business days from the Effective Date ("Funding Date"),
28 Defendants shall fund the Gross Settlement Amount into an account established by the Settlement

1 Administrator, for administration and distribution in accordance with this Settlement Agreement and
2 the Court's orders.

3 **WHEREAS**, the Parties agree that Phoenix Settlement Administrators, shall be the Settlement
4 Administrator. The Settlement Administrator shall distribute payments for the General Release Fee,
5 the Attorneys' Fees, the Litigation Costs, the Settlement Administration Costs, the Employee
6 Payments, and the LWDA Payment within twenty-one (21) calendar days after receipt of the Gross
7 Settlement Amount from Defendants.

8
9 **WHEREAS**, Prior to mailing the Cover Letter, the Settlement Administrator shall check the
10 addresses provided in the Aggrieved Employees List using the United States Postal Service's National
11 Change of Address database, and update the addresses for known address changes. Should any of the
12 mailings to the Aggrieved Employees of their Cover Letter and Employee Payments be returned as
13 undeliverable within thirty (30) calendar days of mailing, the Settlement Administrator will have five
14 (5) calendar days after it receives the returned undeliverable mail to search for a more
15 current address for the Aggrieved Employee (via a skip trace or other reasonable method) and re-mail
16 the Cover Letter and Employee Payments to any alternative or updated address obtained by the
17 Settlement Administrator.

18 **WHEREAS**, each Aggrieved Employee will be issued one check for his or her Employee
19 Payment which will expire one hundred and eighty (180) calendar days from the date the checks are
20 issued by the Settlement Administrator. After the 180 day-period, the Settlement Administrator shall
21 cancel all checks that have not been cashed or deposited and remit funds associated with such canceled
22 checks to the State Controller's Office, Unclaimed Property Division in the name associated with each
23 Aggrieved Employee whose Employee Payment checks are canceled.

1 Subject to the Court's approval and order based upon this Stipulation, the Parties shall
2 bear their own respective costs and attorneys' fees, except as otherwise provided in the PAGA
3 Settlement Agreement.

4 **NOW THEREFORE**, the Parties jointly request that the Court approve the PAGA Settlement
5 set forth in the PAGA Settlement Agreement and enter judgment accordingly to its terms.

6
7 DATED: November 2, 2021

LEWIS BRISBOIS BISGAARD & SMITH, LLP

8
9 By:



10 J. _____
11 KATHERINE C. DEN BLEYKER
12 RAINA SINGER
13 Attorney for Defendants

14 DATED: November 3, 2021

SIRMABEKIAN LAW FIRM PC

15
16
17 By:



18 _____
19 SARKIS SIRMABEKIAN
20 Attorney for Plaintiff
21
22
23
24
25
26
27
28

EXHIBIT A

Private Attorneys General Act (Cal. Lab. Code § 2698, *Et Seq.*) Settlement Agreement

IT IS HEREBY STIPULATED AND AGREED by and among the undersigned Parties, subject to the approval of the Court, that the Action and PAGA Released Claims shall be settled and resolved subject to the following terms and conditions set forth in this Private Attorneys General Act (Cal. Lab. Code § 2698, *et seq.*) Settlement Agreement (“Settlement Agreement”), entered by and between Plaintiff Joaquin R. Rodriguez (“Plaintiff”), for himself and on behalf of the State of California and other Aggrieved Employees pursuant to the California Private Attorneys General Act, and Defendants Far East Landscape & Maintenance, Inc. and Tony J. Moon (“Defendants”) (collectively, the “Parties”).

This Settlement Agreement shall be effective upon the date the Court executes the order approving the Settlement Agreement (the “Effective Date”).

I. DEFINITIONS

Unless otherwise defined herein, the following terms, when used in this Settlement Agreement, shall have the following meanings:

1. “Action” means the matter entitled *Joaquin R. Rodriguez v. Far East Landscape & Maintenance, Inc., et al.*, Los Angeles Superior Court Case No. 21STCV01729.
2. “Aggrieved Employees” mean all current and former hourly-paid or non-exempt employees who worked at least one pay period for Defendants in the State of California during the PAGA Period, i.e., from May 18, 2019 through Court Approval of the Settlement Agreement.
3. “Complaint” means the claims and allegations set forth in Plaintiff’s correspondence to the California Labor and Workforce Development Agency dated October 7, 2020 (“LWDA Letter”) and the Complaint filed on January 15, 2021.
4. “Court” or “Los Angeles Superior Court” means the Superior Court of California for the County of Los Angeles.
5. “Defendants” mean Far East Landscape & Maintenance, Inc. and Tony J. Moon.
6. “Defense Counsel” or “Counsel for Defendants” means Katherine C. Den Bleyker and Raina Singer of Lewis Brisbois Bisgaard & Smith LLP, 633 West 5th Street, Suite 4000, Los Angeles, California 90071.
7. “Employee PAGA Portion” is the amount to be distributed to the Aggrieved Employees, which shall consist of 25% of the PAGA Penalties Amount, as provided in Section III.3 herein.
8. “Employee Payments” refers to the PAGA Penalty Payments that will be distributed to Aggrieved Employees, as provided in Section III.3 herein.

9. “Gross Settlement Amount” is the sum of One Hundred Twenty Thousand Dollars and Zero Cents (\$120,000.00), which represents the total amount payable under this Settlement Agreement by Defendants, and includes the Employee PAGA Portion payable to Aggrieved Employees, LWDA Payment payable to the LWDA, Court-Awarded Attorneys’ Fees (not to exceed \$40,000) to Plaintiff’s Counsel, Court-awarded Litigation Costs (not to exceed \$15,000.00) to Plaintiff’s Counsel, Court-Awarded General Release Fee (not to exceed \$500.00) to Plaintiff, Court-Awarded Payment to the Settlement Administrator for Settlement Administration Costs (not to exceed \$15,000).

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

11. “Plaintiff’s Counsel” means Sarkis Sirmabekian from Sirmabekian Law Firm, P.C., 3435 Wilshire Blvd, Suite 1710, Los Angeles, California 90010.

12. “Net Settlement Amount” is the amount remaining to distribute to the LWDA and Aggrieved Employees after the following amounts are subtracted from the Gross Settlement Amount: (a) Attorneys’ Fees to Plaintiff’s Counsel; (b) Litigation Costs to Plaintiff’s Counsel; (c) General Release Fee to Plaintiff; and (d) Settlement Administration Costs to Settlement Administrator.

13. “PAGA” means the California Labor Code Private Attorneys General Act, California Labor Code § 2698, *et seq.*

14. “LWDA Payment” means the amount to be paid to the LWDA, which is seventy-five percent (75%) of the Other PAGA Penalties Amount as set forth in Section III.3 herein.

15. “PAGA Period” means the time period from May 18, 2019 through Court Approval of the Settlement Agreement.

16. “PAGA Released Claims” mean any and all claims, rights, demands, liabilities and causes of action for civil penalties under the PAGA asserted, or that could have been asserted in the Complaint, including, but not limited to, those under California *Labor Code* §§ 201, 202, 203, 204, 206, 206.5, 210, 216, 218.6, 221, 223, 224, 225.5, 226, 226.3, 226.7, 246, 256, 432.5, 450, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698 *et seq.*, 2802, Wage Order sections 3, 4, 7, 9, 11, 12, 20, and a California *Civil Code* § 1542 release as to those sections, that arose during the PAGA Period, based on the factual allegations pled in the operative complaint in the Action.

17. “Released Parties” mean Far East Landscape & Maintenance, Inc. and Tony J. Moon, and their former, present and future owners, parents, and subsidiaries, and all of their current, former and future spouse(s), children, officers, directors, members, managers, employees, consultants, partners, shareholders, joint venturers, agents, predecessors, successors, assigns, accountants, insurers, or legal representatives.

18. “Settlement Administrator” means Phoenix Settlement Administration, a third-party administrator who shall administer the Settlement, subject to approval by the Court, in accordance with this Settlement Agreement, and whose costs and expenses to administer the Settlement are currently estimated not to exceed \$15,000 (“Settlement Administration Costs”).

II. RECITALS

1. On October 7, 2020, Plaintiff provided written notice to the LWDA and Defendants asserting claims for civil penalties pursuant to PAGA, Labor Code sections 226.3, 558, 1174.5, 1197.1, 1199, 2698 *et seq.*, 2802, stemming from alleged violations of California Labor Code section 246 as well as sections of the Applicable Wage Order for failure to provide sick leave and was not properly communicated; California Labor Code sections 510, 1194, as well as sections of the Applicable Wage Order, for failure to pay overtime; California Labor Code sections 1194, as well as sections of the Applicable Wage Order, for unlawful failure to provide unpaid balance of full amount of overtime compensation; California Labor Code sections 1194, 1197, and 1197.1, as well as sections of the Applicable Wage Order, for failure to pay minimum wage; California Labor Code sections 226.7, 512, as well as sections of the Applicable Wage Order, for failure to provide uninterrupted off-duty meal periods; California Labor Code sections 226.7, 512, as well as sections of the Applicable Wage Order, for failure to provide uninterrupted off-duty rest periods; California Labor Code section 2802; California Labor Code section 226 for failure to furnish wage statements; California Labor Code section 1174 for failure to keep accurate payroll records for daily hours worked; California Labor Code section 1199; and California Labor Code sections 201, 202, and 203 for failure to pay wages due upon termination.

2. Plaintiff filed his Complaint against Defendants on January 15, 2021. Plaintiff’s Complaint alleged the individual causes of action on behalf of himself and civil penalties on behalf of himself and a PAGA group of all current and former hourly employees of Defendants: (1) failure to pay wages pursuant to California Labor Code sections 1182.12, 1194, 1197, 1198 and the applicable IWC Wage Order; (2) failure to compensate all hours worked pursuant to California Labor Code section 200, 226, 500, 510, 1197; (3) failure to pay overtime pursuant to California Labor Code section 200, 226, 510, 1198; (4) failure to provide meal periods pursuant to California Labor Code sections 226.7, 512, 1198 and the applicable IWC wage order; (5) failure to provide rest periods pursuant to California Labor Code sections 226.7, 1198 and the applicable IWC order wage order; (6) failure to provide compliant wage statements pursuant to California Labor Code section 226; (7) failure to timely pay wages upon termination/separation pursuant to California Labor Code sections 201, 202, 203, and 558.1; and (8) statutory penalties pursuant to California Labor Code sections 203 and 558; and (9) civil penalties pursuant to PAGA.

3. On August 18, 2021, the Parties participated in mediation before mediator Michael Young, after undertaking investigation and exchange of information and documents pertaining to Plaintiff and the Aggrieved Employees.

4. On August 18, 2021, the Parties agreed to fully and finally resolve the Action and the PAGA Released Claims as to Plaintiff, the State of California, and the Aggrieved Employees.

III. OPERATIVE TERMS OF SETTLEMENT AGREEMENT

The Parties agree as follows:

1. **Non-Admission.** Nothing in this Settlement Agreement nor action taken in implementation thereof shall be construed to be an admission or concession by Plaintiff that his claims do not have merit or by Defendants of any liability or wrongdoing as to Plaintiff, Aggrieved Employees, or any other person, and Defendants specifically disclaims any such liability or wrongdoing. Nor will any of the foregoing be used 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 Settlement Agreement may be used in any court proceeding 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. The Parties have entered into this Settlement Agreement with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses, and risks. This Settlement Agreement and any related Court documents or orders are not and may not be cited or admitted as evidence of liability.

2. **Gross Settlement Amount.** Defendants shall pay \$120,000.00 as the Gross Settlement Amount. Defendants will not pay more than the Gross Settlement Amount.

3. **Net Settlement Amount.** The Parties agree that the Net Settlement Amount shall be distributed to the LWDA and Aggrieved Employees as follows: Seventy-five percent (75%) of the Net Settlement Amount shall be distributed to the LWDA (i.e., the LWDA Payment) and twenty-five percent (25%) of the Net Settlement Amount shall be distributed to the Aggrieved Employees on a *pro rata* basis, based on their respective number of pay periods worked for Defendants during the PAGA Period. Payments to Aggrieved Employees of their share of the Other PAGA Penalties Amount shall be referred to as “PAGA Penalty Payment(s).” Each Aggrieved Employee will be paid a non-wage check for the PAGA Penalty Payment, and will receive an IRS Form 1099 for said payment.

4. **Attorneys’ Fees Payment and Litigation Costs Payment.** Defendants will not oppose Plaintiff’s request for an award of attorneys’ fees in the amount up to \$40,000.00 (“Attorneys’ Fees”) and litigation costs and expenses in the amount up to \$6,000.00 incurred in prosecuting this Action (“Litigation Costs”), to Plaintiff’s Counsel. In the event the Court approves a payment of less than \$40,000.000 for Attorneys’ Fees and/or less than \$6,000.00 for Litigation Costs to Plaintiff’s Counsel, the difference will be a part of the Net Settlement Amount. The Attorneys’ Fees and Litigation Costs payments will be reported on an IRS Form 1099 issued to Plaintiff’s Counsel.

5. **General Release Fee.** Defendants will not oppose Plaintiff’s request for payment in the amount up to \$500.00 as a General Release Fee in connection with the release and waivers provided by Plaintiff, in his individual capacity (“General Release Fee”). In the event the Court approves a payment of less than \$500.00 as a General Release Fee award to Plaintiff, the difference

will be a part of the Net Settlement Amount. The General Release Fee will be reported on an IRS Form 1099 issued to Plaintiff.

6. **Settlement Administration Costs.** Defendants will not oppose Plaintiff's request for payment in the amount up to \$15,000 to the Settlement Administrator for administering the Settlement. In the event the Court approves a payment of less than \$15,000 or Settlement Administration Costs, the difference will be a part of the Net Settlement Amount. Settlement Administration Costs will be reported on an IRS Form 1099 issued to the Settlement Administrator.

7. **Plaintiff's Release of Claims and Waiver of California Civil Code section 1542.** In consideration of payment under the Settlement, and upon the funding of the Settlement by Defendants, Plaintiff shall be deemed to release the Released Parties from any and all PAGA Released Claims and any other claims that he may have against the Released Parties, including and not limited to, all complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, and expenses (including attorneys' fees and costs actually incurred, other than as otherwise provided herein) of any nature whatsoever, known or unknown, suspected or unsuspected, including, but not limited to, any claim for damages related to Plaintiff's employment with Defendants, the separation of his employment, rights arising out of alleged violations of any contracts, express or implied, any covenant of good faith and fair dealing, express or implied, or any tort including defamation, any claim of wrongful termination, retaliation, or wage and hour violations, or any legal restrictions of Defendants' right to terminate employees, or any federal, state or other governmental statute, regulation or ordinance, including, without limitation: (1) the Civil Rights Act of 1964, as amended; (2) 42 U.S.C. § 1981; (3) the California Government Code; (4) section 503 of the Rehabilitation Act of 1973; (5) the Americans with Disabilities Act; (6) the Fair Labor Standards Act (including the Equal Pay Act); (7) the California Constitution; and (8) the California Labor Code, which Plaintiff now has, owns or holds, or claims to have, own or hold, or which Plaintiff at any time heretofore had, owned or held, or claimed to have owned or held against any of the Released Parties relating to any conduct occurring prior to and including the date of execution of this Settlement Agreement (collectively, "Plaintiff's Released Claims"). Plaintiff represents that he is not aware of any claims he may have against the Released Parties other than the PAGA Released Claims and Individual Claims asserted in the same Action, resolved by separate agreement. As a material inducement for Defendants to enter into this Settlement, Plaintiff waives any and all rights and benefits conferred by the provisions of section 1542 of the California Civil Code and any similar law of any state or territory of the United States or other jurisdiction. Section 1542 of the California Civil Code provides as follows:

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 understands and acknowledges that this Settlement Agreement is meant to include, to the fullest extent, all PAGA Released Claims and other claims which Plaintiff does not know or suspect to exist in his favor against the Released Parties.

8. **PAGA Released Claims.** Upon the funding of the Settlement by Defendants, Plaintiff, Aggrieved Employees, and the State of California will be forever barred from pursuing any and all PAGA Released Claims defined in Section I.16 herein. This release of claims only covers those civil penalties which are recoverable under PAGA, and does not otherwise cover individual, underlying claims or causes of action that Aggrieved Employees may have under the law against Released Parties for violations of the California Labor Code.

9. **Covenants and Representations by Plaintiff and Plaintiff's Counsel.** Plaintiff represents and warrants that he has not assigned or transferred or purported to assign or transfer to any person or entity, any claim or portion thereof, or interest therein, which is or may be subject to this Settlement Agreement.

Plaintiff acknowledges that he has read this Settlement Agreement, that he fully understands his rights, privileges, and duties under the Settlement Agreement, and enters into this Settlement Agreement freely and voluntarily. Plaintiff further acknowledges that he has had the opportunity to consult with his attorneys to explain the terms of this Settlement Agreement and the consequences of signing this Settlement Agreement.

10. **Limited Disclosure and No Publicity.** Except as provided below, to the extent necessary to effectuate the Settlement or as required by the PAGA statute, a court of law, or legal process, neither Defendants, Defense Counsel, Plaintiff, nor Plaintiff's Counsel will publicize the terms of this Settlement Agreement or issue a press release, hold a press conference, publish information about the Settlement on any website or through any social media, or otherwise publicize the Settlement or communicate its terms in public or in private, unless ordered by the Court. Any breach of disclosure will result in a payment of liquidated damages in the amount of 2% of the Settlement by the breaching party to the non-breaching party.

11. **Filing of Motion for Approval of Settlement by Plaintiff's Counsel.** Plaintiff's Counsel shall be responsible for preparing the Stipulation or Motion for Approval of the Settlement ("Motion") and providing Defense Counsel with an opportunity to propose revisions to the Motion prior to filing. Plaintiff's Counsel will file the Motion, which is mutually agreed to by the Parties, as soon as practicable. Plaintiff's Counsel will serve the Motion on Defendants' Counsel and submit it to the LWDA. Pursuant to California Labor Code section 2698, *et seq.*, Plaintiff's Counsel shall undertake all required submissions and disclosures to the LWDA and the Court to obtain approval of the Settlement.

12. **Termination of Settlement Agreement.** If the Court does not approve the Settlement, if the Court does not dismiss the Action with prejudice, as provided for in this Settlement Agreement, or if appellate review is sought and, on such review, the Court's decision is materially modified or reversed, or if one or more of the terms of the Settlement Agreement is not approved or is materially modified or reversed or found to be invalid, or the Settlement does not become final for any other reason, then either of the Parties shall have the right within ten (10)

calendar days of written notice thereof to elect to terminate the Settlement Agreement, in which case it shall have no force or effect, and the Parties shall be deemed to have reverted to their original, respective status as of the date and time immediately prior to the execution of this Settlement Agreement. However, the Parties agree to attempt to re-negotiate the Settlement in good faith in an effort to obtain approval by the Court of the Settlement.

13. **Dismissal**. The Settlement Administrator will provide the Parties with a declaration confirming that distribution of payments has been completed in accordance with the Settlement Agreement and the Court's orders within ten (10) business days of distributing all payments under the Settlement. Plaintiff's Counsel will file the declaration with the Court and required dismissal papers (i.e., a Request for Dismissal of the Action with prejudice) within ten (10) business days of receipt or as otherwise ordered by the Court. This Settlement Agreement is expressly conditioned upon the Court entering the dismissal of the Action in its entirety. The dismissal will not release or bar any claims other than all claims as to Plaintiff pursuant to Cal. Code Civ. Proc. Section 1542, and the PAGA Released Claims as to Plaintiff, Aggrieved Employees, and State of California.

IV. ADMINISTRATION OF SETTLEMENT

1. **Settlement Administrator**. The Parties have mutually selected Phoenix Settlement Administration to handle the administration of this Settlement, subject to approval by the Court.

2. **Notice to Aggrieved Employees**.

a. No later than twenty-one (21) business days after the Effective Date, Defendants shall provide the Settlement Administrator with a list of the Aggrieved Employees (the "Aggrieved Employees List"). The Aggrieved Employees List shall include each Aggrieved Employee's full name, last known mailing address, start and end date(s) of employment or total pay periods worked for Defendants in California during the PAGA Period, and Social Security number, to the extent available from Defendants' records. Because Social Security numbers are included in the list, the Settlement Administrator will maintain the list in confidence, and shall only access and use the list to administer the Settlement in conformity with the Court's orders. Defendants will in good faith compile from its records the Aggrieved Employees List and provide it to the Settlement Administrator in a computer-readable format, such as a Microsoft Excel spreadsheet.

b. No later than twenty-one (21) calendar days after receipt of the Gross Settlement Amount from Defendants, the Settlement Administrator will mail the Employee Payments under cover letter, substantially in the form attached hereto as "**Exhibit A**" ("Cover Letter"), to each of the Aggrieved Employees identified on the Aggrieved Employees List. Prior to mailing the Cover Letter, the Settlement Administrator shall check the addresses provided in the Aggrieved Employees List using the United States Postal Service's National Change of Address database, and update the addresses for known address changes. Should any of the mailings to the Aggrieved Employees of their Cover Letter and Employee Payments be returned as undeliverable within thirty (30) calendar days of mailing, the Settlement Administrator will have five (5) calendar days after it receives the returned undeliverable mail to search for a more

current address for the Aggrieved Employee (via a skip trace or other reasonable method) and re-mail the Cover Letter and Employee Payments to any alternative or updated address obtained by the Settlement Administrator.

3. **Deposit and Distribution of Gross Settlement Amount.**

a. No later than thirty (30) business days from the Effective Date (“Funding Date”), Defendants shall fund the Gross Settlement Amount into an account established by the Settlement Administrator, for administration and distribution in accordance with this Settlement Agreement and the Court’s orders.

b. The Settlement Administrator shall distribute payments for the General Release Fee, the Attorneys’ Fees, the Litigation Costs, the Settlement Administration Costs, the Employee Payments, and the LWDA Payment within twenty-one (21) calendar days after receipt of the Gross Settlement Amount from Defendants. All payments provided for by this Settlement Agreement shall be made by the Settlement Administrator in accordance with this Settlement Agreement and the Court’s order approving this Settlement.

c. Each Aggrieved Employee will be issued one check for his or her Employee Payment which will expire one hundred and eighty (180) calendar days from the date the checks are issued by the Settlement Administrator. After the 180 day-period, the Settlement Administrator shall cancel all checks that have not been cashed or deposited and remit funds associated with such canceled checks to the State Controller’s Office, Unclaimed Property Division in the name associated with each Aggrieved Employee whose Employee Payment checks are canceled.

V. **MISCELLANEOUS PROVISIONS**

1. **No Impact on Employee Benefit Plans.** Neither the Settlement Agreement nor any amounts paid to Plaintiff, any Aggrieved Employee, or the LWDA under the Settlement will modify any previously credited hours or service under any employee benefit plan, policy, or bonus program sponsored by Defendants. Such amounts will not form the basis for additional contributions to, benefits under, or any other monetary entitlement under Defendants’ sponsored benefit plans, policies, or bonus programs. The payments made under the terms of this Settlement Agreement shall not be applied retroactively, currently, or on a going-forward basis, as salary, earnings, wages, or any other form of compensation for the purposes of any Defendants’ benefit plan, policy, or bonus program. Defendants retain the right, if necessary, to modify the language of their benefit plans, policies, and bonus programs to effect this intent, and to make clear that any amounts paid pursuant to this Settlement Agreement are not for “hours worked,” “hours paid,” “hours of service,” or any similar measuring term as defined by applicable plans, policies, and bonus programs for purposes of eligibility, vesting, benefit accrual, or any other purpose, and that additional contributions or benefits are not required by this Settlement Agreement.

2. **Tax Consequences.** Plaintiff and Aggrieved Employees will be solely responsible for correctly characterizing any compensation received under the Settlement on his/her personal income tax returns for tax purposes, and paying all appropriate taxes due for any and all amounts

paid to them under the Settlement. Plaintiff, Defendants, Plaintiff's Counsel, and Defense Counsel make no representations or warranties with respect to tax consequences of any payment under this Settlement Agreement, do not intend anything contained in this Settlement Agreement to constitute advice regarding taxes or taxability, nor shall anything in this Settlement Agreement be relied upon as such.

3. **Governing Law.** This Settlement Agreement shall be construed under and governed by the laws of the State of California. This Settlement Agreement shall be deemed to have been entered into in California, and all questions of validity, interpretation, or performance of any of its terms or of any rights or obligations of the Parties to this Settlement Agreement shall be governed by California law. If any legal or equitable action or arbitration is necessary to enforce the terms of this Settlement Agreement, it shall be brought in the State of California, County of Los Angeles.

4. **Entire Agreement.** This Settlement Agreement constitutes the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties. The Parties each acknowledge and represent that no promise or representation not contained in this Settlement Agreement has been made to them, and acknowledge and represent that this Settlement Agreement contains the entire understanding between them and contains all terms and conditions pertaining to the compromise and settlement of the Action and PAGA Released Claims.

5. **Judgment and Continued Jurisdiction.** The Parties agree that this Settlement Agreement shall be enforceable by the Court pursuant to California Code of Civil Procedure section 664.6, and the Court, to the fullest extent of the law, shall retain exclusive and continuing jurisdiction over this Action, over all Parties, and the Aggrieved Employees to interpret and enforce the terms, conditions, and obligations of the Settlement Agreement.

6. **Amendment or Modification.** This Settlement Agreement may be amended or modified only by a written instrument, signed by either the Parties or their successors-in-interest or counsel for all Parties, subject to approval by the Court.

7. **Authorization to Enter into Binding Settlement Agreement.** Defendants represent and warrant that the undersigned has the authority to act on behalf of Far East Landscape & Maintenance, Inc. and to bind Far East Landscape & Maintenance, Inc. to the terms of this Settlement Agreement. Plaintiff represents and warrants that he has the capacity to act on his own behalf and on behalf of all who might claim through him to bind him to the terms and conditions of this Settlement Agreement. Counsel for all Parties warrant and represent that they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any Settlement and/or mediation privileges and/or confidentiality provisions that otherwise might apply under federal or state law.

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

9. **Execution and Counterparts.** This Settlement Agreement may be executed in one or more counterparts. All executed counterparts, and each of them, including facsimile and scanned copies of the signature page, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange among themselves original signed counterparts.

10. **Acknowledgement of Mutual Drafting and that the Settlement is Fair, Adequate, and Reasonable.** The Parties believe this Settlement Agreement is a fair, adequate, and reasonable Settlement of the Action, and have arrived at this Settlement after arm's-length negotiations by experienced counsel. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement. The Parties agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive, arm's-length negotiations and that neither Party shall be considered the "drafter" of this Settlement Agreement for purposes of having terms construed against that Party. The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed more strictly against one Party merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

11. **Invalidity of Any Provision.** Before declaring any provision of this Settlement Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Settlement Agreement valid and enforceable.

12. **Severability.** If any term or provision of this Settlement Agreement is held to be invalid or unenforceable, the remaining portions of this Settlement Agreement will continue to be valid and will be performed, construed, and enforced to the fullest extent permitted by law, and the invalid or unenforceable term will be deemed amended and limited in accordance with the intent of the Parties, as determined from the face of the Settlement Agreement, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

13. **No Waiver.** No waiver of any condition or covenant contained in this Settlement Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such Party of the same or any other condition, covenant, right, or remedy.

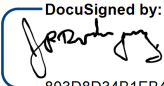
14. **Cooperation and Execution of Necessary Documents.** All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to implement the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental

provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

IN WITNESS THEREOF, the Parties each acknowledge that he/it has read the foregoing Settlement Agreement, accepts and agrees to the provisions contained in this Settlement Agreement, and hereby executes it voluntarily and with full understanding of its consequences.

PLAINTIFF:

Dated: 10/18/2021

DocuSigned by:

803D8D34B1EB497...
By: _____
JOAQUIN R. RODRIGUEZ

DEFENDANT FAR EAST LANDSCAPE & MAINTENANCE, INC.

Dated: _____ By: _____

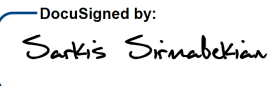
DEFENDANT TONY J. MOON

Dated: _____ By: _____

APPROVED AS TO FORM AND CONTENT:

SIRMABEKIAN LAW FIRM, P.C.

Dated: 10/18/2021

DocuSigned by:

847C4C6AA169454...
By: _____
Sarkis Sirmabekian
Attorneys for Plaintiff
JOAQUIN R. RODRIGUEZ

LEWIS BRISBOIS BISGAARD & SMITH LLP

Dated: _____ By: _____
Katherine C. Den Bleyker
Raina Singer
Attorneys for Defendants
FAR EAST LANDSCAPE &
MAINTENANCE, INC. & TONY J. MOON

provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

IN WITNESS THEREOF, the Parties each acknowledge that he/it has read the foregoing Settlement Agreement, accepts and agrees to the provisions contained in this Settlement Agreement, and hereby executes it voluntarily and with full understanding of its consequences.

PLAINTIFF:

Dated: _____

By: _____
JOAQUIN R. RODRIGUEZ

DEFENDANT FAR EAST LANDSCAPE & MAINTENANCE, INC.

Dated: 10/21/2021

By: _____


DEFENDANT TONY J. MOON

Dated: 10/21/2021

By: _____


APPROVED AS TO FORM AND CONTENT:

SIRMABEKIAN LAW FIRM, P.C.

Dated: _____

By: _____
Sarkis Sirmabekian
Attorneys for Plaintiff
JOAQUIN R. RODRIGUEZ

LEWIS BRISBOIS BISGAARD & SMITH LL

Dated: 10/22/21

By: _____

Katherine C. Den Bleyker
Raina Singer
Attorneys for Defendants
FAR EAST LANDSCAPE &
MAINTENANCE, INC. & TONY J. MOON

EXHIBIT B

Re: NOTICE OF SETTLEMENT

Joaquin R. Rodriguez v. Far East Landscape & Maintenance, Inc., et al.

Superior Court of California for the County of Los Angeles

Case Number: 21STCV01729

Date: / / 2021

SIMID
Name
Address

Dear Name:

A settlement was reached between Plaintiff Joaquin R. Rodriguez (“Plaintiff”) and Defendants Far East Landscape & Maintenance, Inc. and Tony Moon (“Defendants”) in *Joaquin R. Rodriguez v. Far East Landscape & Maintenance, Inc.*, filed on January 15, 2021, in the Superior Court of California for the County of Los Angeles (Case Number: 21STCV01729) (the “Action”). On January 15, 2021, Department 31 of The Superior Court of California, for the County of Los Angeles, issued an Order approving the Settlement, which was brought pursuant to the Private Attorneys General Act of 2004 (“PAGA”). An action under PAGA is an enforcement action, in which an aggrieved employee acts as a private attorney general to collect penalties from employers. In reaching this settlement, Defendants made no admission of liability and denied the truth of the allegations in the Complaint. However, to avoid additional expense, inconvenience, and interference with Defendants’ business operations, the parties have concluded that it is in the best interests of the parties to settle.

This settlement affects certain employees and former employees of Defendants. You are receiving this Notice of Settlement because you worked for Defendants and at some point, between May 18, 2019 and _____, 2021 (“Claims Period”). Pursuant to the Settlement, enclosed is a check for your share of a portion of the civil penalties. This check will remain valid for 180 days from the date of issuance. If you do not cash your check within 180 days of issuance, the funds will be deposited by the Settlement Administrator with the California State Controller to be deposited in the Unclaimed Property Fund in your name. If you are still employed by Defendants, your decision to cash the check will not affect your employment.

Payment of this settlement includes a release of any and all claims pursuant to the *California Labor Code § 2698 et seq.*, which were alleged based on the facts in the operative Complaint or notice for the California Labor Workforce Development Agency (“LWDA”) on behalf of Plaintiff and all aggrieved employees during the Claims Period. The release includes any and all claims, rights, demands, liabilities and causes of action for civil penalties under the PAGA asserted, or that could have been asserted in the Complaint, including, but not limited to, those under *California Labor Code §§ 201, 202, 203, 204, 206, 206.5, 210, 216, 218.6, 221, 223, 224, 225.5, 226, 226.3, 226.7, 246, 256, 432.5, 450, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198,*

1199, 2698 et seq., 2802, Wage Order sections 3, 4, 7, 9, 11, 12, 20, and a California *Civil Code* § 1542 release as to those sections, that arose during the PAGA Period, based on the factual allegations pled in the operative complaint in the Action. Please note, this release pertains to civil penalties under PAGA only. No individual claims, if any, for unpaid wages, underpaid wages, overtime, meal break premiums, rest break premiums, wage statement penalties, indemnification or untimely final wages, have been settled. The release is without prejudice to the pursuit of any such claims.

If you have any questions, you can contact Phoenix Settlement Administrators, the Settlement Administrator, at 1.888.250.6810.

EXHIBIT C



PHOENIX
SETTLEMENT ADMINISTRATORS

CLASS ACTION SETTLEMENT SOLUTIONS

CASE ASSUMPTIONS	
Total Claims Processed	129
Subtotal Admin Only	\$2,500.00
WILL NOT EXCEED	\$2,500.00

October 25, 2021

Case: Rodriguez v. Far East PAGA PAGA Settlement wLanguage

Phoenix Contact: Jodey Lawrence

Contact Number: 949.566.1455

Email: Jodey@phoenixclassaction.com

Requesting Attorney: Sarkis Sirmabekian

Firm: Sirmabekian Law Firm

Contact Number: (818) 473-5003

Email: sarkis@slawla.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PSA will need to adjust this Estimate accordingly. Estimate is based on 129 Class Members. PSA assumes class data will be sent in Microsoft Excel or other usable format with no or reasonable additional formatting needed. A rate of \$150 per hour will be charged for any additional analysis or programming.

Case & Database Setup/ NCOA (USPS)				
Administrative Tasks:	Rate	Hours/Units	Line Item Estimate	
Programming Manager	\$125.00	2	\$250.00	
Programming Database & Setup	\$150.00	1	\$150.00	
Toll Free Setup*	\$31.66	1	\$31.66	
Call Center & Long Distance	\$1.00	13	\$12.90	
Language Translation	\$200.00	1	\$200.00	
NCOA (USPS)	\$25.00	1	\$25.00	
		Total	\$669.56	

Data Merger & Scrub				
Project Action	Rate	Hours/Units	Line Item Estimate	
Notice Packet/Check Formatting	\$150.00	1	\$150.00	
Data Merge & Duplication Scrub	\$0.15	129	\$19.35	
		Total	\$169.35	

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.

Mailing and Case Management				
Project Action:	Rate	Hours/Units	Line Item Estimate	
Case Associate	\$125.00	2	\$250.00	
QSF Bank Account Fees	\$25.00	3	\$75.00	
Programming Calculations	\$150.00	1	\$150.00	
Disbursement Review	\$150.00	1	\$150.00	
Notice Checks and 1099's	\$2.00	129	\$258.00	
Estimated Postage (up to 2 oz.)*	\$0.56	129	\$72.24	
Skip Tracing Undeliverables	\$1.00	26	\$25.80	
Remail Notice and Checks	\$2.00	26	\$51.60	
Estimated Postage	\$0.56	26	\$14.45	
Programming Undeliverables	\$3.00	3	\$9.00	
Reconcile Uncashed Checks	\$50.00	1	\$50.00	
QSF Annual Tax Reporting *	\$35.00	3	\$105.00	
Individual/PAGA Class 1099 Tax Filing	\$150.00	3	\$450.00	
		Total	\$1,661.09	

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibility.

Estimate Total: \$2,500.00



TERMS AND CONDITIONS

Provisions: The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

Data Conversion and Mailing: The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

Claims: PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality. Additional class members are at \$10.00 per claim.

Payment Terms: All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

Tax Reporting Requirements

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.
2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.
3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.
4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.
5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.

PROOF OF SERVICE
(§ 1013a, 2015.5 C.C.P.)

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I am a citizen of the United States of America; I am over the age of eighteen years and not a party to the within entitled action; my business address is: 3435 Wilshire Boulevard, Suite 1710, Los Angeles, California 90010.

On the below-indicated date, I served the following document:

**STIPULATION BY ALL PARTIES FOR ORDER APPROVING SETTLEMENT
PURSUANT TO CALIFORNIA LABOR CODE PRIVATE ATTORNEYS' GENERAL ACT
AND ENTERING JUDGMENT**

on the interested parties in said action by placing:

___X___ a true and correct copy,

and addressed as set forth on the attached Service List and delivered by one or more of the means set forth below:

☒ **BY ELECTRONIC SERVICE IN LIEU OF SERVICE BY MAIL, EXPRESS MAIL, OVERNIGHT DELIVERY, OR FACSIMILE TRANSMISSION:** In accordance with California Code of Civil Procedure section 1010.6 in compliance with the Judicial Council's Appendix I, Emergency Rules Related to COVID-19, Emergency Rule 12, I caused the document to be sent to the person(s) above at the e-mail address(es) listed below.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

EXECUTED: November 10, 2021
At Los Angeles, California

Grigor Gregg Sirmabekhian
Grigor Gregg Sirmabekhian

[SERVICE LIST ON FOLLOWING PAGE]

SERVICE LIST

Katherine Den Bleyker [SBN 257187] Raina Singer [SBN 323116] LEWIS BRISBOIS BISGAARD & SMITH LLP 633 West 5th Street, Suite 4000 Los Angeles, California 90071 Email: <i>Katherine.DenBleyker@lewisbrisbois.com</i> Email: <i>Raina.Singer@lewisbrisbois.com</i> Email: <i>Severina.Villar@lewisbrisbois.com</i>	<i>Attorneys for Defendants</i>
Labor and Workforce Development Agency Department of Industrial Relations LWDA Attn. PAGA Administrator 1515 Clay Street, Ste. 801 Oakland, California 94612	<i>Labor and Workforce Development Agency (“LWDA”), filed/served online at:</i> <i>https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html</i>