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9 Attorneys for Plaintiff and the Aggrieved Employees

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **FOR THE COUNTY OF ORANGE**

12 MARGARITA SANDOVAL MENDOZA, on
13 behalf of herself and all others similarly situated
14 aggrieved employees;

15 Plaintiff,

16 v.

17 STREAMLINE FINISHES, INC., a Delaware
18 Corporation; and DOES 1 through 50,
inclusive;

19 Defendants.

CASE NO.: 30-2021-01207462-CU-OE-CXC

Assigned to Melissa R. McCormick

**SUPPLEMENTAL DECLARATION OF
MEHRDAD BOKHOUR IN SUPPORT OF
MOTION TO APPROVE PAGA
SETTLEMENT**

Hearing Information:

Date: September 4, 2025

Time: 2:00 p.m.

Dept.: CX104

1 and is not included in the revised proposed order.

2 **Notice and Proposed Order**

3 10. The Notice to Aggrieved Employees has been updated as necessary to reflect the
4 above changes and is attached hereto as **Exhibit “D”**.

5 11. The proposed order and judgment have been revised to reflect the narrowed release,
6 reduced fees, reduced enhancement award, and removal of mailing costs.

7 **Service on LWDA**

8 12. Plaintiff has served, and will file proof of service showing service of this
9 supplemental declaration, the amended settlement agreement, revised notice, and revised proposed
10 order and judgment on the LWDA.

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

13 Executed this 12th day of August 2025 in Los Angeles, California.

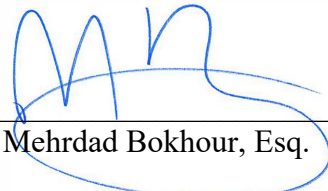
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15 _____
16 Mehrdad Bokhour, Esq.
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EXHIBIT “A”

SECOND AMENDED PAGA SETTLEMENT AGREEMENT

This Second Amended PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Margarita Sandoval Mendoza (“Plaintiff”) and defendant Streamline Finishes, Inc. (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s individual and representative PAGA lawsuit alleging wage and hour violations against Defendant captioned *Mendoza v. Streamline Finishes, Inc.*, initiated on or about June 25, 2021, and pending in the Superior Court of the State of California, County of Orange, including any and all amendments thereafter.
- 1.2. “Administrator” means Phoenix Class Action Administration Solutions, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.
- 1.4. “Aggrieved Employee” means all non-exempt employees who worked for Defendant in California during the PAGA Period.
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendant’s possession, including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and the number of PAGA Pay Periods.
- 1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods, and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.
- 1.7. “Court” means the Superior Court of California, County of Orange.
- 1.8. “Defense Counsel” means Katherine Den Bleyker, Esq., and Anne Osborn, Esq. of O’Hagan Meyer, LLP.
- 1.9. “Effective Date” means the date by which both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement, and (b) the Judgment is final. The Judgment is final as of the date the Court enters Judgment.
- 1.10. “Gross Settlement Amount” means Five Hundred Thousand Dollars and Zero Cents (\$500,000.00), which is the maximum total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be paid by Defendant in full satisfaction of all claims arising in the Action, including but not limited to amounts used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA

Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator's Expenses Payment.

- 1.11. "Individual PAGA Payment" means an Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.12. "Judgment" means the judgment entered by the Court based upon the Approval Order.
- 1.13. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled to 75% of the PAGA Penalties recovered by Aggrieved Employees under Labor Code section 2699, subd. (i).
- 1.14. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.15. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.
- 1.16. "PAGA Counsel" means Mehrdad Bokhour, Esq. of Bokhour Law Group, P.C. and Jake Finkel, Esq. of The Finkel Firm, the attorneys representing the Plaintiff in the Action.
- 1.17. "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.
- 1.18. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.19. "PAGA Period" means the period from November 12, 2019 to March 6, 2024.
- 1.20. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698 *et seq.*).
- 1.21. "PAGA Notice" means Plaintiff's letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.22. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees and 75% to LWDA in settlement of PAGA claims.
- 1.23. "Pay Period" means any pay period during which an Aggrieved Employee worked at least one day of the pay period and was not on vacation or leave of absence for the entire workweek.
- 1.24. "Plaintiff" means Margarita Sandoval Mendoza, the named plaintiff in the Action.

- 1.25. “Approval Order” means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.26. “Released PAGA Claims” means the claims being released by the Plaintiff and PAGA Counsel as described in Paragraph 5 below.
- 1.27. “Released Parties” means Defendant and any of its past, present, and future parents, subsidiaries, affiliates, members, partners, shareholders, officers, directors, and employees.
- 1.28. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.29. “Defendant” means Streamline Finishes, Inc. , the named defendant in the Action.

2. RECITALS.

- 2.1. On June 25, 2021, Plaintiff commenced this Action by filing a Complaint alleging wage and hour violations. On May 22, 2024, Plaintiff filed a First Amended Representative Action Complaint to include a claim under Labor Code section 246. The First Amended Complaint will be the operative complaint in the Action (the “Operative Complaint.”). Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint, and denies any and all liability for the causes of action alleged.
- 2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.
- 2.3. On March 6, 2024, the Parties participated in an all-day mediation presided over by Judge Carl. West (Ret.), a well-respected and experienced wage and hour mediator, which led to this Agreement to settle the Action.
- 2.4. Before mediation, Plaintiff obtained, through informal discovery, time and payroll records, data, and policies, among other documents and information, to aid in the preparation of Plaintiff’s evaluation of the claims and formulation of a damages model.
- 2.5. Defense Counsel represents that they are not aware of any other pending matter or action, other than the Action, asserting claims that will be extinguished or affected by this Settlement.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay \$500,000.00 and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount before the deadline stated in Paragraph 4 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount in the amounts specified by the Court in the Approval Order:

3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 33.33% which is currently estimated to be \$166,666.67 and PAGA Counsel Litigation Expenses Payment of not more than \$20,000.00. Defendant will not oppose requests for Court approval of these payments provided they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's counsel arising from any claim to any portion of any PAGA Counsel Fees Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2. To Plaintiff: From the Gross Settlement amount Plaintiff will receive \$7,500.00 in exchange for the release of their individual claims and service fee for serving as the Plaintiff in this matter, subject to the approval of the Court.

3.2.3. To the Administrator: An Administration Expenses Payment not to exceed \$6,000.00 except for a showing of good cause and as approved by the Court. To the extent the expenses incurred by the Administrator in connection with this Settlement are less, or the Court approves an Administration Expenses Payment of less than \$6,000.00, the Administrator will allocate the remainder in the Net Settlement Amount.

3.2.4. To the LWDA and Aggrieved Employees: PAGA Penalties to be paid from the remaining Gross Settlement Amount, with 75% of the remaining Gross Settlement Amount (~\$224,875) allocated to the LWDA PAGA Payment and 25% (~\$74,958.33) allocated to the Individual PAGA Payments.

3.2.4.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimate the Aggrieved Employees worked a total of 48,956 PAGA Pay Periods.
- 4.2. Aggrieved Employee Data. Within 30 days of the Effective Date of this Agreement, Defendant will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if they discover that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.
- 4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator 30 days after the Effective Date.
- 4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, and the PAGA Counsel Litigation Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.
- 4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database.
- 4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding addresses. Within 7 days of receiving a returned check the Administrator must re-mail the check to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, if requested by the Aggrieved Employee prior to the void date.

4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

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

5. **RELEASES OF CLAIMS.** Effective on the date when Defendant fully fund the entire Gross Settlement Amount, Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

5.1 Plaintiff's Release. Plaintiff and her respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge with prejudice Released Parties from all claims, transactions, or occurrences that occurred during the PAGA Period, including, but not limited to: (a) all claims that were, reasonably relate to, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time, or based on occurrences outside the PAGA Period. Plaintiff acknowledge that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

"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."

5.2 Release by the LWDA, State of California, and Aggrieved Employees: Pursuant to California Labor Code § 2699(l), Plaintiff, as proxy and agent of, the LWDA, State of California, and all Aggrieved Employees are deemed to release the Released Parties from any and all claims for civil penalties under the California Labor Code based on the facts that were alleged in the operative Complaint or in the PAGA Notice(s) submitted to the LWDA and that arose during the PAGA Period. This release is limited to claims for civil penalties recoverable under PAGA and does not include the release of any other claims, including but not limited to claims for unpaid wages, statutory or civil damages, or restitution.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. The Parties agree that PAGA Counsel will draft and file an application or motion for approval of this Settlement that includes the notice to be provided to the Aggrieved Employees and file it after review by Defense Counsel. The Parties will jointly seek to immediately vacate or stay all dates in the Action, pending approval by the Court of the Settlement, and will seek a date for the hearing on the motion for approval of this Settlement as soon as possible.

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

6.2 Responsibilities of Counsel. PAGA Counsel is responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than 60 days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator. PAGA Counsel and Defendants' counsel are jointly responsible for appearing in Court to advocate in favor of the Motion for Preliminary Approval.

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

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected Phoenix Class Action Administration Solutions ("Phoenix") to serve as the Administrator and verified that, as

a condition of appointment, Phoenix agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses Payment. The Parties, PAGA Counsel, and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

- 7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.
- 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 7.4 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. **AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE.** Based on its records, Defendant ~~estimate~~estimates that, as of the end date of this Settlement Agreement~~the PAGA Period~~, (1) the Aggrieved Employees have worked 48,956 Pay Periods during the PAGA Period. If the total PAGA Pay Periods increases by more than 10%, then the Gross Settlement Amount shall be increased on a proportional basis (e.g., if there was a 15% increase in the number of workweeks, Defendant will increase the maximum settlement amount by 5%).

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9. **CONTINUING JURISDICTION OF THE COURT.** The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement pursuant to CCP section 664.6 solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing Settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

10. ADDITIONAL PROVISIONS.

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

- 10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying this Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution. In the event that the Court refuses to approve any economic term or term related to the scope of the claims release, Defendant, at their option, may void the Settlement. A reduction in the amount of PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment is not a basis to void the Settlement. If Defendant void the Settlement, Defendant shall be responsible for any administrative costs incurred to date. In the event that the Court refuses to approve any term related to the scope of the release, the Parties agree to return to mediation in order to attempt to address the concerns of the Court, and upon reaching an agreement, submit a revised agreement to the Court.
- 10.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 10.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant nor Defense Counsel is providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California,

without regard to conflict of law principles.

- 10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 10.11 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during the Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 10.12 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 10.13 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 10.14 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Mehrdad Bokhour
mehrdad@bokhouralw.com
Bokhour Law Group, P.C.
1901 Avenue of the Stars, Suite 920
Los Angeles, California 90067
310-975-1493

To Defendant:

Katherine Den Bleyker and Kalli Sarkin
kdenbleyker@ohaganmeyer.com
ksarkin@ohaganmeyer.com
550 S. Hope St., Suite 2400
Los Angeles, CA 90071
213-647-0041

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

existence and contents of this Agreement.

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

Dated: _____, 2025

Plaintiff Margarita Sandoval Mendoza

Dated: _____, 2025

Defendant Streamline Finishes

APPROVED AS TO FORM:

THE FINKEL FIRM

Dated: _____, 2025

Jake Finkel, Esq.
Counsel for Plaintiff and the PAGA Members

BOKHOUR LAW GROUP, P.C.

Dated: _____, 2025

Mehrdad Bokhour, Esq.
Counsel for Plaintiff and the PAGA Members

O'HAGAN MEYER, LLP

Dated: - _____, 2025

~~Kate~~Katherine Den Bleyker, Esq.

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Kalli Sarkin, Esq.
Counsel for Defendant Streamline Finishes, Inc.

EXHIBIT “B”

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- 1.2. “Administrator” means Phoenix Class Action Administration Solutions, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.
- 1.4. “Aggrieved Employee” means all non-exempt employees who worked for Defendant in California during the PAGA Period.
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendant’s possession, including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and the number of PAGA Pay Periods.
- 1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods, and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.
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- 1.10. “Gross Settlement Amount” means Five Hundred Thousand Dollars and Zero Cents (\$500,000.00), which is the maximum total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be paid by Defendant in full satisfaction of all claims arising in the Action, including but not limited to amounts used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA

Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator's Expenses Payment.

- 1.11. "Individual PAGA Payment" means an Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.12. "Judgment" means the judgment entered by the Court based upon the Approval Order.
- 1.13. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled to 75% of the PAGA Penalties recovered by Aggrieved Employees under Labor Code section 2699, subd. (i).
- 1.14. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.15. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.
- 1.16. "PAGA Counsel" means Mehrdad Bokhour, Esq. of Bokhour Law Group, P.C. and Jake Finkel, Esq. of The Finkel Firm, the attorneys representing the Plaintiff in the Action.
- 1.17. "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.
- 1.18. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.19. "PAGA Period" means the period from November 12, 2019 to March 6, 2024.
- 1.20. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698 *et seq.*).
- 1.21. "PAGA Notice" means Plaintiff's letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.22. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees and 75% to LWDA in settlement of PAGA claims.
- 1.23. "Pay Period" means any pay period during which an Aggrieved Employee worked at least one day of the pay period and was not on vacation or leave of absence for the entire workweek.
- 1.24. "Plaintiff" means Margarita Sandoval Mendoza, the named plaintiff in the Action.

- 1.25. “Approval Order” means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.26. “Released PAGA Claims” means the claims being released by the Plaintiff and PAGA Counsel as described in Paragraph 5 below.
- 1.27. “Released Parties” means Defendant and any of its past, present, and future parents, subsidiaries, affiliates, members, partners, shareholders, officers, directors, and employees.
- 1.28. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.29. “Defendant” means Streamline Finishes, Inc. , the named defendant in the Action.

2. RECITALS.

- 2.1. On June 25, 2021, Plaintiff commenced this Action by filing a Complaint alleging wage and hour violations. On May 22, 2024, Plaintiff filed a First Amended Representative Action Complaint to include a claim under Labor Code section 246. The First Amended Complaint will be the operative complaint in the Action (the “Operative Complaint.”). Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint, and denies any and all liability for the causes of action alleged.
- 2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.
- 2.3. On March 6, 2024, the Parties participated in an all-day mediation presided over by Judge Carl. West (Ret.), a well-respected and experienced wage and hour mediator, which led to this Agreement to settle the Action.
- 2.4. Before mediation, Plaintiff obtained, through informal discovery, time and payroll records, data, and policies, among other documents and information, to aid in the preparation of Plaintiff’s evaluation of the claims and formulation of a damages model.
- 2.5. Defense Counsel represents that they are not aware of any other pending matter or action, other than the Action, asserting claims that will be extinguished or affected by this Settlement.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay \$500,000.00 and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount before the deadline stated in Paragraph 4 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount in the amounts specified by the Court in the Approval Order:

3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 33.33% which is currently estimated to be \$166,666.67 and PAGA Counsel Litigation Expenses Payment of not more than \$20,000.00. Defendant will not oppose requests for Court approval of these payments provided they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's counsel arising from any claim to any portion of any PAGA Counsel Fees Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2. To Plaintiff: From the Gross Settlement amount Plaintiff will receive \$7,500.00 in exchange for the release of their individual claims and service fee for serving as the Plaintiff in this matter, subject to the approval of the Court.

3.2.3. To the Administrator: An Administration Expenses Payment not to exceed \$6,000.00 except for a showing of good cause and as approved by the Court. To the extent the expenses incurred by the Administrator in connection with this Settlement are less, or the Court approves an Administration Expenses Payment of less than \$6,000.00, the Administrator will allocate the remainder in the Net Settlement Amount.

3.2.4. To the LWDA and Aggrieved Employees: PAGA Penalties to be paid from the remaining Gross Settlement Amount, with 75% of the remaining Gross Settlement Amount (~\$224,875) allocated to the LWDA PAGA Payment and 25% (~\$74,958.33) allocated to the Individual PAGA Payments.

3.2.4.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimate the Aggrieved Employees worked a total of 48,956 PAGA Pay Periods.
- 4.2. Aggrieved Employee Data. Within 30 days of the Effective Date of this Agreement, Defendant will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if they discover that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.
- 4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator 30 days after the Effective Date.
- 4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, and the PAGA Counsel Litigation Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.
 - 4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database.
 - 4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding addresses. Within 7 days of receiving a returned check the Administrator must re-mail the check to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, if requested by the Aggrieved Employee prior to the void date.

4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

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

5. **RELEASES OF CLAIMS.** Effective on the date when Defendant fully fund the entire Gross Settlement Amount, Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

5.1 Plaintiff's Release. Plaintiff and her respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge with prejudice Released Parties from all claims, transactions, or occurrences that occurred during the PAGA Period, including, but not limited to: (a) all claims that were, reasonably relate to, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time, or based on occurrences outside the PAGA Period. Plaintiff acknowledge that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

"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."

5.2 Release by the LWDA, State of California, and Aggrieved Employees: Pursuant to California Labor Code § 2699(l), the LWDA, State of California, and all Aggrieved Employees are deemed to release the Released Parties from any and all claims for civil penalties under the California Labor Code based on the facts that were alleged in the operative Complaint or in the PAGA Notice(s) submitted to the LWDA and that arose during the PAGA Period. This release is limited to claims for civil penalties recoverable under PAGA and does not include the release of any other claims, including but not limited to claims for unpaid wages, statutory or civil damages, or restitution.

6. **MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.** The Parties agree

that PAGA Counsel will draft and file an application or motion for approval of this Settlement that includes the notice to be provided to the Aggrieved Employees and file it after review by Defense Counsel. The Parties will jointly seek to immediately vacate or stay all dates in the Action, pending approval by the Court of the Settlement, and will seek a date for the hearing on the motion for approval of this Settlement as soon as possible.

- 6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (iv) a redlined version of the Parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (v) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator.
- 6.2 Responsibilities of Counsel. PAGA Counsel is responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than 60 days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator. PAGA Counsel and Defendants' counsel are jointly responsible for appearing in Court to advocate in favor of the Motion for Preliminary Approval.
- 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected Phoenix Class Action Administration Solutions ("Phoenix") to serve as the Administrator and verified that, as a condition of appointment, Phoenix agrees to be bound by this Agreement and to

perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses Payment. The Parties, PAGA Counsel, and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

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

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

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

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE. Based on its records, Defendant estimates that, as of the end date of the PAGA Period, (1) the Aggrieved Employees have worked 48,956 Pay Periods during the PAGA Period. If the total PAGA Pay Periods increases by more than 10%, then the Gross Settlement Amount shall be increased on a proportional basis (*e.g.*, if there was a 15% increase in the number of workweeks, Defendant will increase the maximum settlement amount by 5%).

9. CONTINUING JURISDICTION OF THE COURT. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement pursuant to CCP section 664.6 solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing Settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

10. ADDITIONAL PROVISIONS.

10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant’s defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant’s defenses. The Settlement, this Agreement, and the Parties’ willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the

Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

- 10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying this Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution. In the event that the Court refuses to approve any economic term or term related to the scope of the claims release, Defendant, at their option, may void the Settlement. A reduction in the amount of PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment is not a basis to void the Settlement. If Defendant void the Settlement, Defendant shall be responsible for any administrative costs incurred to date. In the event that the Court refuses to approve any term related to the scope of the release, the Parties agree to return to mediation in order to attempt to address the concerns of the Court, and upon reaching an agreement, submit a revised agreement to the Court.
- 10.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 10.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant nor Defense Counsel is providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

- 10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 10.11 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during the Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 10.12 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 10.13 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 10.14 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Mehrdad Bokhour
mehrdad@bokhouralw.com
Bokhour Law Group, P.C.
1901 Avenue of the Stars, Suite 920
Los Angeles, California 90067
310-975-1493

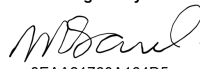
To Defendant:

Katherine Den Bleyker and Kalli Sarkin
kdenbleyker@ohaganmeyer.com
ksarkin@ohaganmeyer.com
550 S. Hope St., Suite 2400
Los Angeles, CA 90071
213-647-0041

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

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

Dated: 7/25/2025, 2025

DocuSigned by:

8EAA21760A164D5...

Plaintiff Margarita Sandoval Mendoza

Dated: _____, 2025

Defendant Streamline Finishes

APPROVED AS TO FORM:

THE FINKEL FIRM

7/24/2025
Dated: _____, 2025

Signed by:

39EA0BABD22841A...

Jake Finkel, Esq.
Counsel for Plaintiff and the PAGA Members

BOKHOUR LAW GROUP, P.C.

7/25/2025
Dated: _____, 2025

Signed by:

D8D3643F271940F...

Mehrdad Bokhour, Esq.
Counsel for Plaintiff and the PAGA Members

O'HAGAN MEYER, LLP

Dated: - _____, 2025

Katherine Den Bleyker, Esq.
Kalli Sarkin, Esq.
Counsel for Defendant Streamline Finishes, Inc.

Signature: Brian Nix
Brian Nix (Aug 4, 2025 17:11:27 MDT)

Email: bnix@streamlinefinishes.com

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

Dated: _____, 2025

Plaintiff Margarita Sandoval Mendoza

Dated: Aug 4, 2025

Brian Nix

Defendant Streamline Finishes

APPROVED AS TO FORM:

THE FINKEL FIRM

Dated: _____, 2025

Jake Finkel, Esq.
Counsel for Plaintiff and the PAGA Members

BOKHOUR LAW GROUP, P.C.

Dated: _____, 2025

Mehrdad Bokhour, Esq.
Counsel for Plaintiff and the PAGA Members

O'HAGAN MEYER, LLP

Dated: August 6, 2025

Kalli Sarkin

Katherine Den Bleyker, Esq.
Kalli Sarkin, Esq.
Counsel for Defendant Streamline Finishes, Inc.

Mendoza v Streamline - Second Amended PAGA Settlement Agreement - FINAL

Final Audit Report

2025-08-04

Created:	2025-08-01
By:	Maya Smith (mayasmith@ohaganmeyer.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAUy-fDM8tSXd5wR20fgPM-hNEYCqGCff

"Mendoza v Streamline - Second Amended PAGA Settlement Agreement - FINAL" History

-  Document created by Maya Smith (mayasmith@ohaganmeyer.com)
2025-08-01 - 9:14:18 PM GMT
-  Document emailed to bnix@streamlinefinishes.com for signature
2025-08-01 - 9:15:08 PM GMT
-  Email viewed by bnix@streamlinefinishes.com
2025-08-04 - 11:10:22 PM GMT
-  Signer bnix@streamlinefinishes.com entered name at signing as Brian Nix
2025-08-04 - 11:11:25 PM GMT
-  Document e-signed by Brian Nix (bnix@streamlinefinishes.com)
Signature Date: 2025-08-04 - 11:11:27 PM GMT - Time Source: server
-  Agreement completed.
2025-08-04 - 11:11:27 PM GMT

EXHIBIT “C”

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

MARGARITA SANDOVAL MENDOZA, on
behalf of herself and all others similarly situated
aggrieved employees;

Plaintiffs,

v.

STREAMLINE FINISHES, INC., a Delaware
Corporation; and DOES 1 through 50,
inclusive;

Defendants.

CASE NO.: 30-2021-01207462-CU-OE-CXC

Assigned to the Hon. Melissa R. McCormick

**[PROPOSED] ORDER GRANTING
APPROVAL OF PAGA SETTLEMENT
AND ENTRY OF JUDGMENT**

1 **[PROPOSED] ORDER**

2 The Court, having reviewed Plaintiff's Motion for Approval of PAGA Settlement, the
3 Settlement Agreement and supporting declarations, and the supplemental papers filed in response to
4 the Court's previous rulings, and finding good cause appearing, HEREBY ORDERS AS
5 FOLLOWS:

6 a) All capitalized terms used herein shall have the meanings ascribed to them in the
7 Settlement Agreement, as amended by the parties' supplemental submissions.

8 b) The Court finds that the Settlement is fair, adequate, and reasonable, and was the
9 result of informed, non-collusive, arms-length negotiations. The Court approves the PAGA
10 Settlement in its entirety and directs the Parties to implement its terms.

11 c) A copy of the Amended Settlement Agreement is attached hereto as **Exhibit A**; the
12 revised English-language Notice Letter is attached hereto as **Exhibit B**; and the certified Spanish-
13 language translation of the Notice Letter is attached hereto as **Exhibit C**.

14 d) The Settlement Agreement is not an admission by Defendant Streamline Finishes,
15 Inc. ("Defendant") or any of the Released Parties, nor is this Order a finding of the validity of any
16 allegations or any wrongdoing by Defendant or any of the Released Parties. Neither is this Order,
17 the Settlement Agreement, nor any document referred to herein, nor any action taken to carry out
18 the Settlement Agreement, to be construed as, or to be used as, an admission of any fault,
19 wrongdoing, omission, concession, or liability whatsoever by or against the Defendant or any of the
20 Released Parties.

21 e) The Court approves the following payments from the Gross Settlement Amount of
22 \$500,000, which is inclusive of the payment of PAGA Counsel Fees Payment not to exceed
23 \$150,000(30% of the Gross Settlement Amount), PAGA Counsel Litigation Expenses Payment not
24 to exceed \$17,960.41, a Service Award and release of Plaintiff's individual claims not to exceed
25 \$5,000 to the named Plaintiff, a PAGA Penalties of \$321,039.59 (of which 75% or \$240,779.69
26 will be paid to the California Labor and Workforce Development Agency ("LWDA") and 25% or
27 \$80,259.89 will be paid to Aggrieved Employees); Administration Expense Payment not to exceed
28 \$6,000 to Phoenix Class Action Administration Solutions.

1 f) The Court confirms Jake Finkel, Esq. and Mehrdad Bokhour, Esq. as PAGA
2 counsel. The requested fees and costs are fair and reasonable in light of the results achieved, the risk
3 undertaken, the lodestar cross-check, and the benefit conferred on the State of California and
4 Aggrieved Employees.

5 g) The Settlement Administrator shall calculate individual payments to Aggrieved
6 Employees based on the number of pay periods worked between November 12, 2019, and March 6,
7 2024 (the "PAGA Period").

8 h) Pursuant to California Labor Code § 2699(l), the LWDA, State of California, and all
9 Aggrieved Employees are deemed to release the Released Parties from any and all claims for civil
10 penalties under the California Labor Code based on the facts that were alleged in the operative
11 Complaint or in the PAGA Notice(s) submitted to the LWDA and that arose during the PAGA
12 Period. This release is limited to claims for civil penalties recoverable under PAGA and does not
13 include the release of any other claims, including but not limited to claims for unpaid wages,
14 statutory or civil damages, or restitution.

15 i) Defendant shall provide the Settlement Administrator, within thirty (30) days of this
16 Order, with the names, last-known addresses, and the number of pay periods worked by each
17 Aggrieved Employee during the PAGA Period. This information shall be kept confidential and used
18 solely for the administration of the Settlement.

19 j) The Court shall retain jurisdiction pursuant to Code of Civil Procedure § 664.6 for
20 purposes of enforcing the Settlement, resolving any disputes that may arise concerning its
21 interpretation or implementation, and overseeing post-judgment administration.

22 **IT IS SO ORDERED.**

23
24 **DATED:** _____

HON. MELISSA R. MCCORMICK
JUDGE OF THE SUPERIOR COURT

EXHIBIT “D”

[DATE]

NOTICE TO AGGRIEVED EMPLOYEES OF PAGA SETTLEMENT

Mendoza v. Streamline Finishes, Inc.

Orange County Superior Court Case No. 30-2021-01207462-CU-OE-CXC

Dear [NAME]:

Plaintiff Margarita Sandoval Mendoza (“Plaintiff”) filed this lawsuit against her former employer, Streamline Finishes, Inc. (“Defendant”), on June 25, 2021, seeking civil penalties under the California Labor Code Private Attorneys General Act of 2004 (“PAGA”), Labor Code §§ 2698–2699.6.

What is a PAGA Action?

PAGA allows an employee to step into the shoes of the State of California to seek civil penalties for Labor Code violations committed by an employer. These penalties are primarily intended to enforce labor laws, deter future violations, and protect workers. In a PAGA action, 75% of any penalties recovered are allocated to the State, and 25% are allocated to the affected employees. Employees cannot opt out of a PAGA settlement, and any judgment binds all aggrieved employees.

What Are the Claims?

Plaintiff alleged that Defendant violated the Labor Code by, among other things:

- failing to pay all minimum and overtime wages;
- failing to provide compliant meal and rest periods or pay premiums;
- issuing inaccurate wage statements;
- failing to pay all earned sick pay and wages at separation;
- failing to reimburse necessary business expenses; and
- engaging in unfair business practices.

These alleged violations gave rise to PAGA claims for civil penalties. Plaintiff submitted notice to the Labor and Workforce Development Agency (“LWDA”) before filing suit, as required by law.

Who Is Included?

This settlement covers all current and former non-exempt employees of Streamline Finishes, Inc. in California who worked at any time between November 12, 2019, and March 6, 2024 (“Aggrieved Employees”).

What Does This Mean for You?

You are receiving this notice and the enclosed check because you worked as a non-exempt employee during the PAGA period described above. You are therefore entitled to a share of the PAGA settlement.

The total PAGA settlement amount is \$500,000. After Court-approved deductions (including attorneys’ fees, litigation costs, service payment, and settlement administration expenses), the net settlement amount is approximately \$321,039.59, of which:

- 75% (\$240,779.69) will be paid to the LWDA; and
- 25% (\$80,259.89) will be distributed to Aggrieved Employees, including you, on a proportional basis based on the number of pay periods worked.

Tax Information

Your settlement payment is being reported as non-wage income. An IRS Form 1099 is enclosed for the full amount. You are responsible for any tax obligations associated with this payment. Please consult a tax professional with any questions.

Important Legal Notice

By law, you cannot opt out of the PAGA settlement. Even if you do not cash your check, you will still be bound by the release of PAGA claims. Specifically, you are releasing only claims for civil penalties under PAGA that were alleged in the operative complaint or and the PAGA notice submitted to the LWDA. This includes penalties for violations of the following Labor Code sections: 201–203, 204, 210, 226(a), 226(e), 226.3, 226.7, 246, 510, 512, 1174, 1174.5, 1194, 1197.1, 1199, 2802, and all applicable Wage Orders. This settlement does not release any individual wage claims or damages.

What Happens if You Don’t Cash Your Check?

Your check must be cashed or deposited before the printed void date. Checks not cashed within 180 days will be void, and the funds will be sent to the State of California Unclaimed Property Fund in your name. No replacement checks will be issued.

Questions?

If you have questions, please contact the Settlement Administrator at [Phone Number] or [Email]. The Settlement Administrator cannot provide legal or tax advice. Do not contact the Court.

Sincerely,
Mendoza v. Streamline Finishes, Inc. -- Settlement Administrator

[DATE]

**NOTIFICACIÓN A LOS EMPLEADOS PERJUDICADOS SEGUÍN EL ACUERDO
PAGA**

Mendoza contra Streamline Finishes, Inc.

Tribunal Superior del Condado de Orange Causa n° 30-2021-01207462-CU-OE-CXC

Estimado [NAME]:

La Demandante Margarita Sandoval Mendoza (“Demandante”) presentó esta Demanda contra su antiguo empleador, Streamline Finishes, Inc. (“Demandado”), el 25 de junio de 2021, solicitando sanciones civiles en virtud de la Ley General de Abogados Privados del Código Laboral de California de 2004 (“PAGA” por sus siglas en inglés), Código Laboral §§ 2698-2699.6.

¿Qué es una Acción PAGA?

La Acción PAGA permite a un trabajador ponerse en el lugar del estado de California para solicitar sanciones civiles por infracciones del Código Laboral cometidas por un empresario. Estas sanciones tienen como objetivo principal hacer cumplir las leyes laborales, disuadir de futuras infracciones y proteger a los trabajadores. En una Acción PAGA, el 75% de las sanciones recuperadas se destinan al Estado y el 25% a los empleados afectados. Los empleados no pueden optar por no participar en un Acuerdo PAGA y cualquier sentencia vincula a todos los empleados perjudicados.

¿Cuáles son las reclamaciones?

La Demandante alegó que el Demandado incumplió el Código Laboral, por, entre otros:

- No pagar el salario mínimo ni las horas extraordinarias;
- No proporcionar periodos de comida y descanso obligatorios ni pagar las primas;
- emitir declaraciones salariales inexactas;
- No pagar todas las pagas por enfermedad y salarios devengados en el momento de la separación;
- No reembolsar los gastos empresariales necesarios; e
- Incurrir en prácticas comerciales desleales.

Estos supuestos incumplimientos dieron lugar a la presentación de reclamaciones PAGA por sanciones civiles. La Demandante le presentó una notificación a la Agencia de Trabajo y Desarrollo de la Fuerza Laboral (“LWDA” por sus siglas en inglés) antes de presentar la Demanda, tal y como exige la ley .

¿A quién se incluye?

Este Acuerdo incluye a todos los empleados actuales y anteriores no exentos de Streamline Finishes, Inc. en California que trabajaron en algún momento del 12 de noviembre de 2019 al 6 de marzo de 2024 (“Empleados Agraviados”).

¿Qué significa esto para usted?

Usted recibe esta notificación y el cheque adjunto porque trabajó como empleado no exento durante el periodo PAGA descrito anteriormente. Por lo tanto tiene derecho a una parte del Acuerdo PAGA. El importe total del Acuerdo PAGA es de \$500,000. Después de las deducciones aprobadas por el Tribunal (incluidos los honorarios de los abogados, las costas procesales, el pago de servicios y los gastos de administración del Acuerdo), el importe neto del Acuerdo es de aproximadamente \$321,039.59, de los cuales:

- El 75% (\$240,779.69) se pagará a la LWDA; y
- El 25% (\$80,259.89) se distribuirá entre los empleados perjudicados, incluido usted, de forma proporcional en función del número de periodos de pago trabajados.

Información fiscal

El pago de su Acuerdo está siendo declarado como ingreso no salarial. Se adjunta un formulario 1099 del IRS por el importe total. Usted es responsable de cualquier obligación fiscal relativa a este pago. Por favor consulte a un profesional de impuestos si tiene alguna pregunta.

Aviso legal importante

Por ley usted no puede optar por no participar en el Acuerdo PAGA. Incluso si no cobra su cheque, seguirá estando obligado por la exoneración de reclamaciones PAGA. Específicamente, usted está liberando solamente las reclamaciones por penalidades civiles bajo PAGA que fueron alegadas en la reclamación operativa o que razonablemente podrían haber sido alegadas basándose en los hechos declarados en la queja y en la notificación de PAGA presentada a la LWDA. Esto incluye sanciones por incumplimiento de los siguientes artículos del Código Laboral: 201-203, 204, 210, 226(a), 226(e), 226.3, 226.7, 246, 510, 512, 1174, 1174.5, 1194, 1197.1, 1199, 2802, y todas las Órdenes Salariales aplicables. Este Acuerdo no exime de ninguna reclamación salarial individual ni de daños y perjuicios.

¿Qué ocurre si no cobra su cheque?

Su cheque debe cobrarse o depositarse antes de la fecha de nulidad impresa. Los cheques que no se cobren en un plazo de 180 días se anularán y los fondos se enviarán al Fondo de Propiedad No Reclamada del estado de California a su nombre. No se emitirán cheques de sustitución.

¿Tiene alguna pregunta?

Si tiene alguna pregunta, póngase en contacto con el Administrador del Acuerdo en el [Phone Number] o [Email]. El Administrador del Acuerdo no puede proporcionar asesoramiento legal o fiscal. No se ponga en contacto con el Tribunal.

Atentamente,
Mendoza contra Streamline Finishes, Inc. -- Administrador del Acuerdo

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen years and not a party to the within action; my business address is 1901 Avenue of the Stars, Suite 920, Los Angeles, California 90067.

On August 12, 2025, I served the following document(s) described as **S SUPPLEMENTAL DECLARATION OF MEHRDAD BOKHOUR IN SUPPORT OF MOTION TO APPROVE PAGA SETTLEMENT** on the interested parties in this action as follows:

Katherine C. Den Bleyker, Esq.
kdenbleyker@ohaganmeyer.com
Anne Osborn, Esq.
aosborn@ohaganmeyer.com
O’HAGAN MEYER, LLP
550 South Hope Street, Suite 2400
Los Angeles, California 90071

**Counsel for defendant
STREAMLINE FINISHE, INC.**

BY ELECTRONIC SERVICE: I transmitted the above-referenced document(s) via electronic service provider First Legal to the person(s) identified above at the email address(es) indicated and did not, within a reasonable time after transmission, receive any message or communication indicating that delivery failed or that any other error had occurred which would delay or caused failure in transmission and delivery of the document and/or any attachments thereto.

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

Executed on August 12, 2025, at Los Angeles, California.

/s/ Carlos Garcia
Carlos Garcia