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VICTOR DIAZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT

VICTOR DIAZ, on behalf of himself and all
others similarly situated,

Plaintiff,

vs.

UAW-LABOR EMPLOYMENT AND
TRAINING CORPORATION, a California
Corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No.: 21STCV01847

REPRESENTATIVE ACTION

**JOINT STIPULATION OF
REPRESETNATIVE ACTION
SETTLEMENT AND RELEASE OF
CLAIMS**

*[Assigned for All Purposes to the Hon.
Maurice A. Leiter; Dept. 54]*

Complaint Filed: January 15, 2021
Trial: TBD

1 This Joint Stipulation of Representative Action Settlement and Release of Claims
2 (“Settlement” or “Agreement”) is made and entered into by and between Plaintiff VICTOR DIAZ
3 (“Plaintiff” or “PAGA Representative”), individually and on behalf of the State of California, all
4 aggrieved employees, and Defendant UAW-LABOR EMPLOYMENT AND TRAINING
5 CORPORATION (“Defendant”). Plaintiff and Defendant are collectively referred to herein as “the
6 Parties.”

7 **I. DEFINITIONS**

8 The following definitions are applicable to this Settlement, in addition to other terms defined
9 elsewhere in this Settlement:

10 1. “Superior Court” shall mean the Superior Court of California for the County of Los
11 Angeles.

12 2. The “Action” shall mean the operative Complaint of the civil action commenced on
13 January 15, 2021, filed and maintained by Plaintiff against Defendant in the Superior Court of
14 California, County of Los Angeles, Case No. 21STCV01847.

15 3. “Plaintiff’s Counsel” shall mean the attorneys representing Plaintiff in the Action,
16 Shaun Setareh and David Keledjian of Setareh Law Group.

17 4. “Defense Counsel” shall mean the attorneys representing Defendant in the Action,
18 Matthew C. Sgnilek and Andrea Rosenkranz of O’Hagan Meyer.

19 5. “Representative Period” shall mean the period of time from November 9, 2019,
20 through February 5, 2022.

21 6. “Aggrieved Employees” shall mean all persons who, during the Representative
22 Period, have previously been or currently are employed in California by Defendant, as an hourly-
23 paid, non-exempt employee. An “Aggrieved Employee” shall mean an individual who is a member
24 of the Aggrieved Employees (or if any such person is incompetent, deceased, or unavailable due to
25 military service, the person’s legal representative or successor in interest evidenced by reasonable
26 verification).

27 7. “Settlement Administrator” shall mean Phoenix Settlement Administrators proposed
28 by the Parties and appointed by the Superior Court to administer the Settlement.

1 8. “Plaintiff’s Counsel Fees Payment” shall mean Fifty Thousand Dollars and Zero
2 Cents (\$50,000.00) subject to approval by the Superior Court as Plaintiff’s Counsel’s attorneys’ fees
3 incurred in connection with the Action, including fees incurred in pre-filing investigation, filing of
4 the Action, and all related litigation activities, this Settlement, and all post-Settlement compliance
5 procedures.

6 9. “Plaintiff’s Counsel Litigation Expenses Payment” shall mean the actual litigation
7 expenses and/or costs expended by Plaintiff’s Counsel subject to approval by the Superior Court
8 incurred in connection with the Action, including pre-filing investigation, filing of the Action, and
9 all related litigation activities, this Settlement, and all post-Settlement compliance procedures.
10 Plaintiff’s Counsel’s expenses are not to exceed Nine Thousand Dollars and Zero Cents
11 (\$9,000.00).

12 10. “Representative Enhancement Payment” shall mean the special payment made to
13 Plaintiff in his capacity as PAGA Representative to compensate him for prosecuting the Action, and
14 performing work in support of the Action, in the amount of Five Thousand Dollars and Zero Cents
15 (\$5,000.00), subject to approval by the Superior Court.

16 11. “Settlement Administrator Payment” shall mean the payment to the Settlement
17 Administrator for its fees and expenses in administering this Settlement.

18 12. “Pay Period” shall mean any pay period in which an Aggrieved Employee actually
19 received payment from Defendant as an hourly-paid, non-exempt employee.

20 13. “Individual Pay Periods” shall mean the number of Pay Periods for an individual
21 Aggrieved Employee.

22 14. “Gross Settlement Amount” shall mean the Gross Settlement Amount of One
23 Hundred and Thirty-Four Thousand Dollars and Zero Cents (\$134,000.00) payable by Defendant as
24 provided by this Agreement.

25 15. Defendant represent that as of December 7, 2021, the number of pay periods worked
26 by the Aggrieved Employees is approximately 700. Should the number of qualifying Pay Periods
27 worked by the Aggrieved Employees during the Representative Period ultimately increases by more
28 than 12% (i.e., to more than 784 Pay Periods), Defendant shall increase the Gross Settlement

1 Amount on a pro-rata basis equal to the percentage increase in the number of Pay Periods worked
2 by the Aggrieved Employees above 12%. For example, if the number of Pay Periods increases by
3 13% to 791 Pay Periods, the Gross Settlement Amount will increase by 1%.

4 16. "PAGA Payment" shall mean the Gross Settlement Amount, less (i) the
5 Representative Enhancement Payment approved by the Superior Court; (iii) the Plaintiff's Counsel
6 Fees Payment approved by the Superior Court; (iv) the Plaintiff's Counsel Litigation Expenses
7 Payment approved by the Superior Court; (v) the Settlement Administrator Payment approved by
8 the Superior Court; and (vi) any other fees or expenses (other than Plaintiff's Counsel Fees Payment
9 and Plaintiff's Counsel Litigation Expenses Payment) incurred in implementing the terms and
10 conditions of this Agreement as approved by the Superior Court.

11 17. "LWDA Payment" shall mean the payment to the California Labor and Workforce
12 Development Agency ("LWDA") constituting seventy-five percent (75%) of the PAGA Payment.

13 18. "Aggrieved Employees Payment" shall mean the remaining twenty-five percent
14 (25%) of the PAGA Payment to be distributed on a pro rata basis based upon the number of Pay
15 Periods worked by each Aggrieved Employee.

16 19. "Aggrieved Employees Payment Share" shall mean the value of each Aggrieved
17 Employee's share of the Aggrieved Employees Payment as provided by this Agreement.

18 20. "Aggrieved Employees Notice" shall mean the Notice of Settlement and Approval, a
19 sample of which is attached hereto as Exhibit A. The Aggrieved Employees Notice shall further
20 contain (i) an Aggrieved Employee's first and last name, (ii) last known address, (iii) employee
21 identification number, if applicable, (iv) the Aggrieved Employee's Individual Pay Periods; and (v)
22 the Aggrieved Employee's individual share of the Aggrieved Employees Payment.

23 21. "Effective Date" shall mean the date by which this Settlement is approved by the
24 Superior Court by entry of the Judgment and the Judgment becomes Final. If no appeal is filed, the
25 Effective Date shall occur 60 days from entry of Judgment by the Court. If a timely appeal is filed,
26 the Judgment shall become final on the date all appeals from the Judgment have been fully
27 adjudicated. The occurrence of the Effective Date is a prerequisite to any obligation of Defendant
28 to pay any funds into the Settlement Account.

22. “Judgment” shall mean the Order of Final Judgment entered by the Superior Court that the Parties anticipate will be entered following an Approval Hearing on the Settlement in this Action.

II. RECITALS

23. On November 9, 2020, Plaintiff’s Counsel, on behalf of Plaintiff and the Aggrieved Employees, gave written notice to the LWDA of the Labor Code violations Defendant are alleged to have violated (“PAGA Letter”).

24. On January 15, 2021, Plaintiff commenced the Action against Defendant by filing a Representative Action Complaint. In his Complaint, Plaintiff pled a single cause of action for Civil Penalties pursuant to the Private Attorneys’ General Act (“PAGA”).

25. Defendant denies and continues to deny all of Plaintiff’s material allegations. Specifically, Defendant contends (1) it did not fail to pay the Aggrieved Employees any regular wages, minimum wages, overtime wages, or vacation wages owed; (2) it provided the Aggrieved Employees with all meal periods according to law; (3) it provides the Aggrieved Employees with all rest breaks according to law; (4) it provided the Aggrieved Employees with accurate itemized wage statements, consistent with Labor Code Section 226; (5) it properly maintained all payroll records; (6) it did not fail to timely pay the Aggrieved Employees wages due and owing during employment; (7) it did not fail to timely pay the Aggrieved Employees wages due and owing upon separation; (8) the Aggrieved Employees are not entitled to penalties under PAGA; and (9) Defendant is not liable for penalties, attorneys’ fees, or costs of litigation to Plaintiff or the Aggrieved Employees.

26. In connection with the Action, and in order to work toward a mediated resolution without the time and expense of formal discovery, the Parties produced voluminous documents and data (including, by Defendant, human resources documents and policies, time records, and payroll data during the Representative Period) which were reviewed, investigated, and analyzed by Plaintiff’s Counsel.

27. On December 7, 2021, the Parties in Action participated in a full day of mediation before an experienced employment and class and representative action mediator, Lynn Frank, Esq., which resulted in a settlement of the Action (the “Mediation”).

1 28. The Settlement described in this Agreement represents a compromise and settlement
2 of highly disputed claims. Nothing in this Settlement is intended or will be construed as an
3 admission by Defendant that Plaintiff's claims in the Action have any merit or that it has any
4 liability to Plaintiff, the Aggrieved Employees, or the State on those claims, or as an admission by
5 Plaintiff that Defendant's defenses in Action have any merit. This Settlement is intended to fully,
6 finally, and forever compromise, release, resolve, discharge, and settle the released claims subject to
7 the terms and conditions set forth in this Settlement.

8 29. Based on its own thorough, independent investigation and evaluation of this case,
9 Plaintiff's Counsel is of the opinion that the Settlement of the Action with Defendant for the
10 consideration and on the terms set forth in this Settlement is fair, reasonable, adequate, and in the
11 best interest of the Aggrieved Employees in light of all known facts and circumstances, including
12 the risk of significant costs and delay, the defenses asserted by Defendant including the risks of
13 adverse determinations on the merits, and numerous potential appellate issues. Although Defendant
14 contend that they have no liability in the Action, Defense Counsel shares Plaintiff's Counsel's belief
15 that the Settlement represents a fair and adequate settlement given the respective risks associated
16 with the case.

17 30. Based on the foregoing Recitals, the Parties agree as follows:

18 **III. PROCEDURE FOR APPROVING SETTLEMENT**

19 31. **Motion for Approval of Settlement by the Superior Court.** Should the Superior
20 Court require, Plaintiff will move the Superior Court for an order granting Approval of the
21 Settlement and approving the Aggrieved Employees Notice (attached as Exhibit A to this
22 Stipulation) ("Motion for Approval"). The hearing on the Motion for Approval of Settlement shall
23 be scheduled as soon as the matter may be heard. Any unresolved disagreement among the Parties
24 concerning the Aggrieved Employees Notice or other documents necessary to implement the
25 Settlement will be referred first to Lynn Frank, Esq., and if no resolution is reached, then to the
26 Superior Court.

27 32. At the hearing on the Motion for Approval, the Parties anticipate that they will
28 jointly appear, support the granting of the Motion for Approval of all the terms herein, and obtain an

1 order granting approval of the Settlement, and granting approval of the Aggrieved Employees
2 Notice.

3 33. Should the Superior Court require any amendments to this Agreement or the Motion
4 for Approval, the Parties agree to work jointly to resolve any issues in order to secure the Superior
5 Court's Approval.

6 34. Should the Superior Court decline to approve any material aspects of the Settlement,
7 with prejudice, the Settlement will be null and void and the Parties will have no further obligations
8 under it. In such event, the Parties shall be returned to their respective positions as of the date and
9 time immediately prior to the execution of this Agreement, and the Parties shall proceed in all
10 respects as if this Agreement had not been executed.

11 35. Upon approval of the Settlement by the Superior Court, the Parties will present for
12 the Superior Court's approval and entry a Proposed Final Order and Judgment. The entry of the
13 Order and Judgment shall permanently bar all Aggrieved Employees from prosecuting against
14 Defendant any claims or causes of action for civil penalties pursuant to PAGA through the
15 Representative Period, which were or could have been brought in this Action, whether known or
16 unknown, as well as all claims as set forth in the Release contained in Section V of this Agreement.

17 36. After entry of the Judgment, the Superior Court will have continuing jurisdiction
18 over the Action and the Settlement solely for purposes of (i) enforcing this Settlement under C.C.P.
19 § 664.6, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment
20 matters as may be appropriate under court rules or applicable law.

21 37. **Aggrieved Employees Notice.** After the Superior Court enters its order granting
22 Approval, every Aggrieved Employee will be provided with the Aggrieved Employees Notice
23 which will include the Aggrieved Employees Notice completed to reflect the order granting
24 Approval of the Settlement and the Aggrieved Employee's information as follows:

25 (a) Within twenty-one (21) calendar days after the Motion for Approval is
26 granted, Defendant will provide to the Settlement Administrator the "Aggrieved Employees' Data,"
27 which shall consist of an electronic database containing each Aggrieved Employee's (i) first and
28 last name, (ii) last known mailing address, (ii) Social Security number or Tax ID, (iii) employee

1 identification number, if applicable, and based on Defendant's payroll records, and (iv) total
2 number of Individual Pay Periods. If any or all of the Aggrieved Employees' Data is unavailable to
3 Defendant, Defendant will so inform Plaintiff's Counsel prior to the date on which Defendant is
4 required to submit the Aggrieved Employees' Data to the Settlement Administrator and the Parties
5 will make their best efforts to reconstruct or otherwise agree upon the Aggrieved Employees' Data
6 prior to when it must be submitted to the Settlement Administrator. If the Parties are unable to
7 agree, the dispute will be resolved by the Settlement Administrator. This information will
8 otherwise remain confidential and will not be disclosed to anyone, except as required to applicable
9 taxing authorities, as required to carry out the reasonable efforts to identify Aggrieved Employees'
10 information as described in this Paragraph 37(a), pursuant to Defendant's express written
11 authorization, or by order of the Superior Court.

12 (b) If an Aggrieved Employees Notice is returned by the U.S. Postal Service
13 because of an incorrect address, the Settlement Administrator will promptly, and not later than five
14 (5) days from receipt of the returned packet, search for a more current address for the Aggrieved
15 Employee and re-mail the Aggrieved Employees Notice to the Aggrieved Employee. The
16 Settlement Administrator will use the Aggrieved Employees' Data and otherwise work with
17 Defense Counsel or utilize its own resources such as skip traces to find a more current address. The
18 Settlement Administrator will be responsible for taking reasonable steps, consistent with its agreed-
19 upon job parameters, court orders, and fee, to trace the mailing address of any Aggrieved Employee
20 for whom an Aggrieved Employees Notice is returned by the U.S. Postal Service. These
21 reasonable steps shall include the tracking of all undelivered mail; performing address searches for
22 all mail returned without a forwarding address; and promptly re-mailing to Aggrieved Employee for
23 whom new addresses are found.

24 **38. Waiver of Right to Appeal.** Provided that the Judgment is consistent with the
25 Approval of the terms and conditions of this Settlement, Plaintiff, Aggrieved Employees,
26 Defendant, and their respective counsel hereby waive any and all rights to appeal from the
27 Judgment, including all rights to any post-judgment proceeding and appellate proceeding, such as a
28 motion to vacate judgment, a motion for new trial, a motion under Code of Civil Procedure Section

1 473, and any extraordinary writ, and the Judgment therefore will become non-appealable by them at
2 the time it is entered. The waiver of appeal does not include any waiver of the right to oppose any
3 appeal, appellate proceedings, or post-judgment proceedings. If an appeal is taken from the
4 Judgment, the time for consummation of the Settlement (including making payments under the
5 Settlement) will be suspended until such time as the appeal is finally resolved and the Judgment,
6 consistent with the terms of this Settlement, becomes Final.

7 **39. Vacating, Reversal, or Material Modification of Judgment on Appeal or**
8 **Review.** If, after a notice of appeal, a petition for review, or a petition for *certiorari*, or any other
9 motion, petition, writ, or application, the reviewing court vacates, reverses, or modifies the
10 Judgment such that there is a material modification to the Settlement, and that court's decision is
11 not completely reversed and the Judgment is not fully affirmed on review by a higher court, then
12 either Party will have the right to void the Settlement, which the Party must do by giving written
13 notice to the other Parties, the reviewing court, and the Superior Court, not later than fourteen (14)
14 days after the reviewing court's decision vacating, reversing, or materially modifying the Judgment
15 becomes final. For the purposes of this paragraph, a "material change" is a change to the terms
16 outlined in the accepted Memorandum of Understanding, a copy of which is attached hereto as
17 Exhibit B. A vacation, reversal, or modification of the Superior Court's award of the
18 Representative Enhancement Payment, the Plaintiff's Counsel Fees Payment, and/or Plaintiff's
19 Counsel Litigation Expenses Payment will not constitute a vacation, reversal, or material
20 modification of the Judgment within the meaning of this paragraph.

21 **40. Establishment of Settlement Account.** The Settlement Administrator shall
22 establish a Settlement Account within ten (10) days of the Effective Date and notify the Parties
23 when the Settlement Account has been established. The Settlement Administrator shall also
24 provide Defendant with an itemized statement for the total amount to be deposited into the
25 Settlement Account, which shall equal the Gross Settlement Amount ("Settlement Account
26 Deposit"). Within twenty-one (21) days after receiving notification of the Settlement Account and
27 statement for the Settlement Account Deposit, Defendant shall pay into the Settlement Account
28 Gross Settlement Amount. Subject to the escalation provision under Paragraph 15 herein,

1 Defendant shall have no obligation to pay any additional funds into the Settlement Account.

2 41. In the event Defendant fails to deposit the Gross Settlement Amount (including any
3 additional funds under Paragraph 15 herein) within twenty-one (21) days after receiving notification
4 of the Settlement Account and the Parties have not agreed, in writing, to an extension of time,
5 Plaintiff may file a breach of contract claim against Defendant.

6 42. **Payment of Aggrieved Employees Payment Shares.** The Settlement
7 Administrator shall pay to each Aggrieved Employee his or her Aggrieved Employees Payment
8 Share from the Settlement Account. The Settlement Administrator shall pay each Aggrieved
9 Employees Payment Share by sending a check in the appropriate amount to the Aggrieved
10 Employee at the address indicated in the Aggrieved Employees' Data. Such payment, with the
11 Aggrieved Employees Notice, shall be sent by the Settlement Administrator via U.S. Mail within
12 fourteen (14) days of its receipt of the Gross Settlement Amount from Defendant.

13 43. **Uncashed Aggrieved Employees Payment Share Checks.** Any checks paid to
14 Aggrieved Employees shall be negotiable for one hundred eighty (180) calendar days from the date
15 of their issuance. An Aggrieved Employee must cash his or her Settlement Share check within one
16 hundred eighty days (180) calendar days after it is mailed to him or her. If a check remains
17 uncashed after one hundred eighty (180) calendar days from the initial mailing, or if a check is
18 returned to the Settlement Administrator as undeliverable during the one hundred eighty-day period,
19 the Settlement Administrator shall take all reasonable efforts to identify the Aggrieved Employee's
20 correct address, including the performance of a "skip-trace." If an updated address can be
21 identified, the Settlement Administrator shall issue another check to the Aggrieved Employee and
22 mail it to the Aggrieved Employee at his or her updated address. If an updated address for the
23 Aggrieved Employee cannot be identified, if a reissued check is once again returned to the
24 Settlement Administrator as undeliverable, or if the reissued check remains uncashed after one
25 hundred eighty (180) calendar days, the Settlement Administrator will keep an accounting of such
26 funds and shall give notice to the Parties of the total balance of uncashed Aggrieved Employees
27 Payment Shares. An Aggrieved Employee who fails to negotiate or receive their Aggrieved
28 Employees Payment Share check despite the procedures described above shall nevertheless remain

1 bound by the Settlement and the releases contained herein.

2 44. The funds represented by Aggrieved Employees Payment Share checks remaining
3 uncashed for more than one hundred eighty (180) calendar days after issuance shall be voided and
4 then shall be transmitted to the Controller of the State of California to be held pursuant to the
5 Unclaimed Property Law, California Code of Civil Procedure § 1500, *et seq.* in the names of those
6 Aggrieved Employees who did not cash their checks until such time they claim their property.
7 After the expiration of the 180-calendar day check cashing period, as outlined above, the Settlement
8 Administrator shall begin the process of transferring the funds in accordance with California Code
9 of Civil Procedure §§ 1500-1582 and the timing requirements set forth by the Office of the State
10 Controller. The Parties agree that this disposition results in no “unpaid residue” under California
11 Civil Procedure Code § 384, as the entire Aggrieved Employees Payment will be paid out to
12 Aggrieved Employees, whether or not they all cash their settlement checks.

13 45. **Final Reports by Settlement Administrator to Superior Court.** Within ten (10)
14 calendar days after transmission of any remaining unclaimed funds to the Controller of the State of
15 California, the Settlement Administrator will serve on the Parties and file with the Superior Court a
16 declaration providing a final summary report on the transmission of any remaining unclaimed funds
17 to the Controller of the State of California.

18 **IV. SETTLEMENT TERMS AND CONDITIONS**

19 46. **Aggrieved Employees Payment Shares.** Subject to the terms and conditions of this
20 Settlement, the Settlement Administrator will calculate the Aggrieved Employees Payment Shares
21 for each Aggrieved Employee within ten (10) calendar days after Defendant provides the Settlement
22 Administrator with the Aggrieved Employees’ Data. The Aggrieved Employees Payment Share for
23 each Aggrieved Employee will be calculated as follows, understanding that the formulas below do
24 not constitute an admission by either Party, and are intended only to provide a practical means to
25 simplify and administer the claims process:

26 (a) **Number of Aggrieved Employees and Pay Periods.** Defendant shall
27 determine the total number of Aggrieved Employees and the aggregate number of Pay Periods for
28 those Aggrieved Employees as of the close of the Representative Period. This information shall be

1 provided to the Settlement Administrator along with the Aggrieved Employees' Data as described
2 in Paragraph 37(a) above.

3 (b) **Calculation of the Pay Period Value.** The Settlement Administrator shall
4 determine the value of a Pay Period ("Pay Period Value") by taking the Aggrieved Employees
5 Payment amount and dividing it by the sum of all Aggrieved Employees' Pay Periods.

6 (c) **Calculation of Aggrieved Employees Payment Shares.** The Settlement
7 Administrator shall assign to each Aggrieved Employee an Aggrieved Employees Payment Share
8 which shall be equal to the Pay Period Value multiplied by each Aggrieved Employee's Individual
9 Pay Periods. Upon calculation of each Aggrieved Employee's share of the Aggrieved Employees
10 Payment, the Settlement Administrator shall furnish to Plaintiff's Counsel and Defense Counsel a
11 worksheet containing a list of employee identification numbers for the Aggrieved Employees with
12 their corresponding Individual Pay Periods and Aggrieved Employees Payment Share.

13 47. **Taxes and Withholdings.** Each Aggrieved Employees Payment Share is intended
14 to settle each Aggrieved Employee's claims for civil penalties. Accordingly, one hundred percent
15 (100%) of each Aggrieved Employees Payment Share shall represent civil penalties. The
16 Aggrieved Employees Payment Share shall be paid to the Aggrieved Employee in full without
17 deductions or withholdings, and the Settlement Administrator shall issue an IRS Form 1099 to each
18 Aggrieved Employee for that amount, unless the Aggrieved Employees Payment Share is \$600 or
19 less. Each Aggrieved Employee shall be individually responsible for their own share of applicable
20 income tax withholdings and deductions for his or her Aggrieved Employees Payment Share.

21 48. **Total Payment Amount.** With the exception to the escalation provision under
22 Paragraph 15 herein, in no event will Defendant be required to pay more than the Gross Settlement
23 Amount for distribution to the Plaintiff, Plaintiff's Counsel, Aggrieved Employees, LWDA,
24 Settlement Administrator, or for any other costs or expenses not otherwise enumerated.

25 49. **Payments to Plaintiff and Plaintiff's Counsel and Others.** Subject to the terms
26 and conditions of this Settlement, the Settlement Administrator will make the following payments
27 out of the Gross Settlement Amount as follows:

28 (a) **To Plaintiff:** In addition to his Aggrieved Employees Payment Share,

1 Plaintiff will apply to the Superior Court for a Representative Enhancement Payment in an amount
2 not to exceed Five Thousand Dollars and Zero Cents (\$5,000.00). Defendant will not oppose this
3 Representative Enhancement Payment. The Settlement Administrator will pay the Representative
4 Enhancement Payment approved by the Superior Court out of the Gross Settlement Amount.
5 Payroll tax withholding and deductions will not be taken from the Representative Enhancement
6 Payment and an IRS Form 1099 will be issued to Plaintiff for this payment.

7 (b) **To Plaintiff's Counsel:** Plaintiff's Counsel will apply to the Superior Court
8 for the Plaintiff's Counsel Fees Payment in an amount not to exceed Fifty Thousand Dollars and
9 Zero Cents (\$50,000.00). Plaintiff's Counsel will also submit to the Superior Court a memorandum
10 of costs for the Plaintiff's Counsel Litigation Expenses Payment in an amount not to exceed Nine
11 Thousand Dollars and Zero Cents (\$9,000.00) as request reasonable costs of suit to be paid from the
12 Gross Settlement Amount. Defendant will not oppose these requests. The Settlement
13 Administrator will pay the amounts approved by the Superior Court out of the Gross Settlement
14 Amount. Withholding and deductions will not be taken from the Plaintiff's Counsel Fees Payment
15 or Plaintiff's Counsel Litigation Expenses Payment and one or more IRS Forms 1099 will be issued
16 to Plaintiff's Counsel with respect to those payments.

17 (c) **To the Settlement Administrator:** The Settlement Administrator will be
18 paid from the Gross Settlement Amount its reasonable fees and expenses as approved by the
19 Superior Court, which are estimated to be One Thousand, Nine Hundred and Fifty Dollars and Zero
20 Cents (\$1,950.00).

21 (d) **To the LWDA:** As part of their Motion for Approval, the Parties will jointly
22 apply to the Superior Court for approval of the LWDA Payment in the estimated amount of Fifty-
23 One Thousand Thirty-Seven Dollars and Fifty Cents (\$51,037.50.00), which shall constitute the
24 LWDA's seventy-five percent (75%) share of Sixty-Eight Thousand Fifty Dollars and Zero Cents
25 (\$68,050.00) in civil penalties paid under this Settlement. The estimated remaining Seventeen-
26 Thousand Twelve Dollars and Fifty Cents (\$17,012.50) in civil penalties shall be distributed on a
27 *pro rata* basis based upon the number of pay periods worked by each Aggrieved Employee
28 ("Aggrieved Employees Payment").

1 50. **Appointment of Settlement Administrator.** The Parties will ask the Superior
2 Court to appoint Phoenix Settlement Administrators, a qualified and experienced administrator
3 based in California where the Action is venued, to serve as the Settlement Administrator, which, as
4 a condition of appointment, will agree to be bound by this Agreement with respect to the
5 performance of its duties and its compensation. The Settlement Administrator's duties will include
6 (i) calculating Aggrieved Employees Payment Shares; (ii) preparing, printing, and mailing the
7 Aggrieved Employees Notice to all Aggrieved Employees; (iii) using reasonable measures to
8 contact all Aggrieved Employees, including conducting a National Change of Address search on all
9 Aggrieved Employees before mailing the Aggrieved Employees Notice to each Aggrieved
10 Employee's address; (iv) re-mailing the Aggrieved Employees Notice to the Aggrieved Employee's
11 new address for those Aggrieved Employees whose address had changed; (v) setting up a toll-free
12 telephone number to receive calls from Aggrieved Employees; (vi) issuing the checks to effectuate
13 the payments due under the Settlement; (vii) using reasonable measures to deliver issued checks to
14 Aggrieved Employees, including use of a "skip-trace" for undeliverable checks; and (viii) otherwise
15 administering the Settlement pursuant to this Agreement. The Settlement Administrator will have
16 the final authority to resolve all disputes concerning the calculation of an Aggrieved Employee's
17 Aggrieved Employees Payment Share, subject to the terms set forth in this Agreement. The
18 Settlement Administrator's reasonable fees and expenses are estimated to be One Thousand, Nine
19 Hundred and Fifty Dollars and Zero Cents (\$1,950.00) and will be paid out of the Gross Settlement
20 Amount, as set forth herein, subject to Court approval.

21 **V. RELEASE OF CLAIMS**

22 51. **Aggrieved Employees Released Claims.** As of the date of the Judgment, each
23 Aggrieved Employee, and without the need to manually sign a release document, in exchange for
24 the consideration recited in this Agreement, on behalf of himself or herself and on behalf of his/her
25 current, former, and future heirs, executors, administrators, attorneys, agents, and assigns, shall and
26 does hereby fully and finally release Defendant and Defendant's parents, predecessors, successors,
27 subsidiaries, affiliates, partners, owners, assigns, franchisors, and trusts, and all of its employees,
28 officers, agents, attorneys, stockholders, fiduciaries, and other service providers including, but not

limited to, O'Hagan Meyer (collectively hereinafter the "Released Parties"), from any and all claims, demands, rights, liabilities, and causes of action for civil penalties under the Private Attorney General Act (Cal. Labor Code § 2699, *et seq.*, "PAGA") based upon the facts and statutory provisions alleged in the Action or reasonably could have been alleged based on the facts and legal theories contained in the LWDA Exhaustion Letter and operative complaint, including claims for civil penalties under the PAGA for (i) failure to pay all regular wages, minimum wages, overtime wages, and vacation wages due (Lab. Code §§ 212, 216, 221, 222, 223, 510, 558, 1194, 1197 & 1198; (ii) failure to timely pay wages during employment (Lab. Code §§ 204 & 210); (iii) failure to provide compliant meal periods (Lab. Code §§ 204, 223, 226.7, 226.8, 512, 515, 1174, & 1198); (iv) failure to provide compliant rest breaks (Lab. Code § 204, 223, 226.7, & 1198); (v) failure to provide complete, accurate wage statements (Lab. Code § 226); (vi) failure to maintain accurate payroll records (Lab. Code § 1174); (vii) failure to pay wages timely at time of separation (Lab. Code §§ 201, 202, and 203); (viii) Violation of Labor Code § 256; (ix) Violation of Labor Code § 1199; (x) claims that the Aggrieved Employee is an "aggrieved employee" under PAGA with respect to any of the aforementioned claims released herein; (xi) claims for attorneys' fees, costs and expenses for all causes of action and claims that were alleged in the Action or reasonably could have been alleged based on the facts and legal theories contained in the Complaint and/or LWDA Exhaustion Letter and/or operative complaint, as recoverable under the PAGA; and (xii) and/or any of the claims, causes of action or legal theories of relief pled in the LWDA Exhaustion Letter and/or operative complaint (collectively, the "Released Claims").

52. **Plaintiff's Counsel.** As of the Effective Date, and except as otherwise provided by this Settlement, and except for any action or filing in connection with the enforcement of this agreement in the event of an alleged breach, Plaintiff's Counsel and any counsel associated with Plaintiff's Counsel waive any further claims to costs and attorneys' fees and expenses against Defendant or the Released Parties arising from or related to the Action, including but not limited to claims based on the Labor Code, the Code of Civil Procedure, PAGA, the Fair Labor and Standards Act, the Business and Professions Code, or any other contract, statute or law ("Plaintiff's Counsel Released Claims").

1 53. **No Effect on Other Benefits.** The payment of Aggrieved Employees Payment
2 Shares will not result in any additional employee benefit payments (such as 401(k), vacation, or
3 bonus) and shall not have any effect on the eligibility for, or calculation of, any employee benefit.

4 **VI. MISCELLANEOUS TERMS**

5 54. **No Admission of Liability.** Defendant denies that is has engaged in any unlawful
6 activity, has failed to comply with the law in any respect, or has any liability to anyone under the
7 claims asserted in the Action. This Settlement is entered into solely for the purpose of
8 compromising highly disputed claims. Nothing in this Settlement is intended or will be construed
9 as an admission of liability or wrongdoing by Defendant, an admission by Plaintiff that any of his
10 claims were non-meritorious, or any defense asserted by Defendant was meritorious. This
11 Settlement and the fact that Plaintiff and Defendant were willing to settle the Action will have no
12 bearing on, and will not be admissible in connection with, any litigation (other than solely in
13 connection with the Settlement).

14 55. Whether or not the Judgment becomes Final, neither the Settlement, any document,
15 statement, proceeding or conduct related to the Settlement, nor any reports or accounting of those
16 matters, will be (i) construed as, offered or admitted in evidence as, received as, or deemed to be
17 evidence for any purpose adverse to the Released Parties, including, but not limited to, evidence of
18 a presumption, concession, indication or admission by any of the Released Parties of any liability,
19 fault, wrongdoing, omission, concession or damage; or (ii) disclosed, referred to or offered in
20 evidence against any of the Released Parties, or any other civil, criminal or administrative action or
21 proceeding except for purposes of effectuating this Settlement, unless compelled by law.

22 56. Notwithstanding Paragraphs 54-55 of this Settlement, any and all provisions of this
23 Settlement may be admitted in evidence and otherwise used in any and all proceedings to enforce
24 any or all terms of this Settlement, or in defense of any claims released or barred by this Settlement.

25 57. **Integrated Agreement.** After this Settlement is signed and delivered by all Parties
26 and their counsel, this Settlement and its exhibits will constitute the entire agreement between the
27 Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties,
28 covenants, or inducements have been made to any Party concerning this Settlement or its exhibits

1 other than the representations, warranties, covenants, and inducements expressly stated in this
2 Settlement and its exhibits.

3 **58. Attorney Authorization.** Plaintiff's Counsel and Defense Counsel warrant and
4 represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate
5 action required or permitted to be taken by such Parties pursuant to this Settlement to effectuate its
6 terms, and to execute any other documents required to effectuate the terms of this Settlement. The
7 Parties and their counsel will cooperate with each other and use their best efforts to affect the
8 implementation of the Settlement. In the event the Parties are unable to reach agreement on the
9 form or content of any document needed to implement the Settlement, or on any supplemental
10 provisions that may become necessary to effectuate the terms of this Settlement, the Parties will
11 seek the assistance of mediator Lynn Frank, Esq., and if no resolution is reached the Superior Court,
12 and in all cases all such documents, supplemental provisions and assistance of the court will be
13 consistent with this Settlement.

14 **59. Modification of Agreement.** This Agreement, and any and all parts of it, may be
15 amended, modified, changed, or waived only by an express written instrument signed by all Parties,
16 their successors-in-interest, and/or the Parties' respective counsel, as authorized.

17 **60. Settlement Binding on Successors.** This Settlement Agreement will be binding
18 upon, and inure to the benefit of, the successors of each of the Parties.

19 **61. Applicable Law.** All terms and conditions of this Settlement and its exhibits will be
20 governed by and interpreted according to the laws of the State of California, without giving effect to
21 any conflict of law principles or choice of law principles.

22 **62. Cooperation in Drafting.** The Parties have cooperated in the drafting and
23 preparation of this Settlement. This Settlement will not be construed against any Party on the basis
24 that the Party was the drafter or participated in the drafting.

25 **63. Fair Settlement.** The Parties and their respective counsel believe and warrant that
26 this Settlement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at
27 this Settlement through arms-length negotiations, taking into account all relevant factors, current
28 and potential.

64. **Headings.** The descriptive heading of any section or paragraph of this Settlement is inserted for convenience of reference only and does not constitute a part of this Settlement.

65. **Notice.** All notices, demands or other communications given under this Settlement will be in writing and deemed to have been duly given as of the third business day after mailing by U.S. Mail, addressed as follows:

To Plaintiff's Counsel:

Shaun Setareh, Esq.
David Keledjian, Esq.
SETAREH LAW GROUP
9665 Wilshire Blvd., Suite 430
Beverly Hills, California 90212

To Defense Counsel:

Matthew C. Sgnilek, Esq.
Andrea Rosenkranz, Esq.
O'HAGAN MEYER
4695 MacArthur Court, Suite 210
Newport Beach, CA 92660

66. **Execution in Counterpart.** This Settlement may be executed in one or more counterparts. All executed counterparts and each of them will be deemed to be one and the same instrument provided that counsel for the Parties will exchange between themselves original signed counterparts. Facsimile signatures, scanned PDF signatures, and electronic signatures will be presumptive evidence of execution of the original, which shall be produced on reasonable request. Any executed counterpart will be admissible to prove the existence and contents of this Settlement.

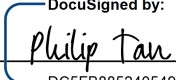
DATED: 02/11/2022

VICTOR DIAZ

Victor Diaz

1 DATED: 2/17/2022

2 **UAW-LABOR EMPLOYMENT AND**
3 **TRAINING CORPORATION**

4 By: 
5 Its: DocuSigned by:
Philip Tan
DC5FB8852405496...
EVP, Finance

6 DATED: 02/11/2022

7 **SETAREH LAW GROUP**

8 By: *Shaun Setareh*
9 Shaun Setareh, Esq.
10 David Keledjian
11 Attorney for Plaintiff
VICTOR DIAZ

12 DATED: 2/14/2022

13 **O'HAGAN MEYER**

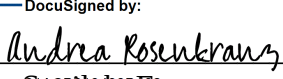
14 By: 
15 Matthew C. Sgilek, Esq.
16 Andrea Rosenkranz, Esq.
17 Attorneys for Defendant
18 UAW-LABOR EMPLOYMENT AND
19 TRAINING CORPORATION
20
21
22
23
24
25
26
27
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Exhibit “A”

Victor Diaz v. UAW-Labor Employment and Training Corporation
Los Angeles County Superior Court Case No. 21STCV01847



<<PSA ID>>

<<First Last>>

<<Address>>

<<City, State, Zip, Country>>

Name/Address Changes (if any):

NOTICE OF REPRESENTATIVE ACTION SETTLEMENT

If you are or were a non-exempt, hourly employee of UAW-Labor Employment and Training Corporation at any time between November 9, 2019, and February 5, 2022, you are entitled to receive money from a Representative Action Settlement.

A court approved this notice. This is not a solicitation from a lawyer. You are not being sued.

1. Why should you read this notice?

A settlement (the “Settlement”) was reached in a representative action lawsuit entitled *Victor Diaz v. UAW-Labor Employment and Training Corporation*, Los Angeles County Superior Court Case No. 21STCV01847 (the “Action” or “Lawsuit”). The Defendant in the Action is UAW-Labor Employment and Training Corporation (“Defendant”).

The Court has granted approval of a group of Aggrieved Employees defined as follows:

All persons employed in the State of California as hourly, non-exempt employees by UAW-Labor Employment and Training Corporation at any time between November 9, 2019, and February 5, 2022.

Defendant’s employment records indicate that you meet this definition, which makes you a member of the group of Aggrieved Employees. The Court directed that this Notice be sent to all Aggrieved Employees to inform you about the case and your rights.

This Notice explains the Lawsuit, the Settlement, and your legal rights.

2. What is this Lawsuit about?

On January 15, 2021, Plaintiff Victor Diaz (“Plaintiff”) filed the Operative Complaint against Defendant alleging several violations of California wage and hour laws. Plaintiff filed the Action on behalf of himself and on behalf of Defendant’s current and former non-exempt, hourly employees in the State of California. By Plaintiff’s Complaint, Plaintiff alleges that Defendant owed penalties under California’s Private Attorneys General Act of 2004, California Labor Code §§ 2698-2699.5 (“PAGA”). Defendant vigorously denies all the claims and contentions made in the Lawsuit and maintains it has fully complied with the law, but has agreed to settle the Lawsuit to avoid the expense of litigation.

3. Why is there a Settlement?

The Court did not decide in favor of Plaintiff or Defendant. Instead, both sides agreed to a Settlement. This allows

the Parties to avoid the risk and uncertainty of trial and any subsequent appeal, and all affected employees will receive compensation. The Settlement is not an admission of liability by Defendant. Plaintiff and the attorneys believe the Settlement is fair, reasonable and adequate, and in the best interests of all Aggrieved Employees.

4. What are the terms of the Settlement?

Defendant will pay One Hundred and Thirty-Four Thousand Dollars and Zero Cents (\$134,000.00) to settle the Action (the "Gross Settlement Amount"). The Gross Settlement Amount includes: (a) all Settlement payments to Aggrieved Employees; (b) the Service Award to Plaintiff; (c) the Plaintiff's Counsel's attorneys' fees and costs; (d) a payment to the California Labor and Workforce Development Agency ("LWDA") for civil penalties brought under PAGA; and (e) the reasonable fees and costs of the Settlement Administrator.

The Court has approved the following payments from the Gross Settlement Amount:

- Plaintiff's Counsel's fees of Fifty Thousand Dollars and Zero Cents (\$50,000.00);
- Plaintiff's Counsel's out-of-pocket litigation costs of [REDACTED] Dollars and Zero Cents (\$[REDACTED].00);
- Settlement Administration Costs for the third-party Settlement Administrator of [REDACTED] Dollars and Zero Cents (\$[REDACTED].00); and
- A service award for Plaintiff of [REDACTED] Dollars and Zero Cents (\$[REDACTED].00) in recognition of his time and service in pursuing the Action.

The law requires that [REDACTED] Dollars and Zero Cents (\$[REDACTED].00), or 75% of the [REDACTED] Dollars and Zero Cents (\$[REDACTED].00) remaining in the Gross Settlement Amount, be paid to the LWDA. The remaining [REDACTED] Dollars and Zero Cents (\$[REDACTED].00) ("Aggrieved Employees Payment") will be paid out to the Aggrieved Employees. No portion of the Gross Settlement Amount will be returned to Defendant.

5. How much am I receiving?

Each Aggrieved Employee is receiving a *pro rata* share of the Aggrieved Employees Payment based on the number of pay periods the person worked for Defendant as a non-exempt, hourly employee during the Representative Period, defined as the period of time from November 9, 2019, through February 5, 2022. Any pay period in which an Aggrieved Employee worked at least one day was counted as a pay period.

To calculate an Aggrieved Employee's share of the Aggrieved Employees Payment, the Aggrieved Employees Payment was divided by the aggregate total number of pay periods of all Aggrieved Employees, resulting in the "Pay Period Value." Each Aggrieved Employee's share of the Aggrieved Employee's share of the Aggrieved Employees Payment will be calculated by multiplying each individual Aggrieved Employee's total number of pay periods by the Pay Period Value.

Your Compensable Pay Periods are: <<PayPeriods>>

Your Aggrieved Employee's share of the Aggrieved Employees Payment is: \$<<Est.PAGAPaymentAmt>>

All settlement payments are subject to taxation. Each Aggrieved Employee's share of the Aggrieved Employees Payment will be allocated as follows: 100% as penalties that will not be subject to deductions and withholdings. Each Aggrieved Employee will receive an IRS Form 1099 for his or her share of the Aggrieved Employees Payment, unless his or her share of the Aggrieved Employees Payment is \$600 or less.

The Settlement checks will be able to be cashed for 180 days after they are issued. After 180 days, the Settlement checks will no longer be able to be cashed. Any funds represented by Settlement checks remaining uncashed for more than 180 days after issuance shall be transmitted to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Code of Civil Procedure Section 1500, *et seq.* in the names of those Aggrieved Employees who did not cash their Settlement checks until such time they claim their property.

6. What claims are being released by the Settlement?

A Judgment has been entered by the Court. Upon the Effective Date of the Judgment, all Aggrieved Employees have released the Released Parties from the Released Claims for the Representative Period, which is defined as the period of time between November 9, 2019, and February 5, 2022.

Any and all claims, demands, rights, liabilities, and causes of action for civil penalties under the Private Attorney General Act (Cal. Labor Code § 2699, *et seq.*, “PAGA”) based upon the facts and statutory provisions alleged in the Action or reasonably could have been alleged based on the facts and legal theories contained in the LWDA Exhaustion Letter and Operative Complaint, including claims for civil penalties under the PAGA for (i) failure to pay all regular wages, minimum wages, overtime wages, and vacation wages due (Lab. Code §§ 212, 216, 221, 222, 223, 510, 558, 1194, 1197 & 1198); (ii) failure to timely pay wages during employment (Lab. Code §§ 204 & 210); (iii) failure to provide compliant meal periods (Lab. Code §§ 204, 223, 226.7, 226.8, 512, 515, 1174, & 1198); (iv) failure to provide compliant rest breaks (Lab. Code § 204, 223, 226.7, & 1198); (v) failure to provide complete, accurate wage statements (Lab. Code § 226); (vi) failure to maintain accurate payroll records (Lab. Code § 1174); (vii) failure to pay wages timely at time of separation (Lab. Code §§ 201, 202, and 203); (viii) Violation of Labor Code § 256; (ix) Violation of Labor Code § 1199; (x) claims that the Aggrieved Employee is an “aggrieved employee” under PAGA with respect to any of the aforementioned claims released herein; (xi) claims for attorneys’ fees, costs and expenses for all causes of action and claims that were alleged in the Action or reasonably could have been alleged based on the facts and legal theories contained in the Complaint and/or LWDA Exhaustion Letter and/or Operative Complaint, as recoverable under the PAGA; and (xii) and/or any of the claims, causes of action or legal theories of relief pled in the LWDA Exhaustion Letter and/or Operative Complaint.

Aggrieved Employees cannot opt out of or object to the foregoing Release.

The Released Parties are defined as Defendant and Defendant’s parents, predecessors, successors, subsidiaries, affiliates, partners, owners, assigns, franchisors, and trusts, and all of its employees, officers, agents, attorneys, stockholders, fiduciaries, and other service providers including, but not limited to, O’Hagan Meyer.

If you have questions, you can call the Settlement Administrator at [REDACTED].

PLEASE DO NOT TELEPHONE THE COURT OR DEFENDANT’S MANAGERS OR
SUPERVISORS ABOUT THIS SETTLEMENT
They will not be able to assist you.

Vinesign



Verification Complete

The document has been officially verified.

Job Status	✔ Signed & Verified
Job Name	2022 02-02 Jnt Stip Approval SET & Release
Sender Name	Wendy Sarabia
Job Key	6951D2A9-AE63-4320-AA7F-DC3CC46B01E1

Recipient 1 Victor Diaz vicdiaz974@gmail.com (562) 381-4108	IP Address 63.205.196.41	Signature 
Recipient 2 Shaun Setareh shaun@setarehlaw.com (310) 746-7978	IP Address 104.180.15.40	Signature 

Job History

Activity	Date & Time	Recipient	Activity Details
 Job Completed Matching Hash	02/11/2022 18:50 UTC	Shaun Setareh	Signed by Shaun Setareh (shaun@setarehlaw.com) Blockchain Block WgMv1TOXDtZuVQGe+q3QP5Hq/Atg60J7PQ5xPdp+i4= Document Hash D276C3C14E7A1D1278423CEB9C7A3D57C8C4BA61CABFB43D6FABECF2334DCDEA Timestamp 02/11/2022 18:50 UTC
 Document Viewed	02/11/2022 18:50 UTC	Shaun Setareh	Viewed by Shaun Setareh (shaun@setarehlaw.com)
 Document Sent	02/11/2022 17:30 UTC	Shaun Setareh	Sent out via email to Shaun Setareh (shaun@setarehlaw.com)
 Document Sent	02/11/2022 17:30 UTC	Shaun Setareh	Sent out via text to Shaun Setareh ((310) 746-7978)
 Document Signed	02/11/2022 17:30 UTC	Victor Diaz	Signed by Victor Diaz ((562) 381-4108) Blockchain Block VW7SHzBv8ekhl6EZaijltaGWNH1ZZI/drna/q+WVcG0= Document Hash E6AEE72A61DF384904DAB3B8E42F4C94D7CB315CF1297AD7EECFCD02A91310F9 Timestamp 02/11/2022 17:30 UTC
 Document Sent	02/11/2022 17:29 UTC	Victor Diaz	Sent out via email to Victor Diaz (vicdiaz974@gmail.com)
 Document Sent	02/11/2022 17:29 UTC	Victor Diaz	Sent out via text to Victor Diaz ((562) 381-4108)
 Document Viewed	02/11/2022 17:29 UTC	Victor Diaz	Viewed by Victor Diaz ((562) 381-4108)
 Document Sent	02/11/2022 17:28 UTC	Victor Diaz	Sent out via email to Victor Diaz (vicdiaz974@gmail.com)

Activity	Date & Time	Recipient	Activity Details
 Document Sent	02/11/2022 17:28 UTC	Victor Diaz	Sent out via text to Victor Diaz ((562) 381-4108)
 Job Created	02/11/2022 17:28 UTC		Created by Wendy Sarabia (wendy@setarehlaw.com)