

ARMOND M. JACKSON, SBN 281547
ajackson@jacksonapc.com
ANDREA FERNANDEZ. SBN 295924
afernandez@jacksonapc.com
JACKSON APC
2 Venture Plaza, Ste. 240
Irvine, CA 92618
Phone (949) 281-685

Attorneys for Plaintiff Janette Maravilla

DAVID I. DALBY (SBN 114750)
ddalby@hinshawlaw.com
EVAN REESE (SBN 302952)
ereese@hinshawlaw.com
HINSHAW & CULBERTSON LLP
One California Street, 18th Floor
San Francisco, CA 94111
Telephone: 415-362-6000
Facsimile: 415-834-9070

Attorneys for Defendants Globalex Corporation and Output Services Group, Inc.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

JANETTE MARAVILLA, an individual,

Plaintiff,

vs.

GLOBALEX CORPORATION, a
California Corporation; OUTPUT
SERVICES GROUP, INC., a Florida
Corporation; and DOES 1-50, inclusive,

Defendants.

CASE NO. 21STCV11784

Assigned for all Purposes to Honorable
Judge William F. Fahey

*Assigned for all purposes to the
Honorable Winifred Y. Smith, Dept. 21*

PAGA SETTLEMENT AGREEMENT

1 This Stipulation of Settlement (“PAGA Settlement Agreement”) is made by and between
2 Plaintiff Janette Maravilla (“Plaintiff”), on their own behalf and on behalf of all members of the
3 PAGA Group, as defined below, and Globalex Corporation and Output Services Group, Inc
4 (collectively “Defendants”), in the lawsuit entitled *Maravilla v. Globalex Corporation et al.*, the
5 Los Angeles County Superior Court, Case No. 21STCV11784 (the “Litigation”). The term “Party”
6 or “Parties” as used herein shall refer to Plaintiff, Defendant, or both, as may be appropriate. This
7 PAGA Settlement Agreement resolves all claims that were asserted or could have been asserted
8 against Defendants pertaining to the claims in the Litigation.

9 **I. DEFINITIONS**

10 **A. Administrative Costs.** All administrative costs of settlement, including cost of
11 notice to the Settlement Group, administration, and any fees and costs incurred or charged by the
12 Settlement Administrator in connection with the execution of its duties under this Stipulation of
13 Settlement.

14 **B. Agreement.** The terms “Agreement” or “Settlement Agreement” are used
15 synonymously herein to mean this PAGA Settlement Agreement for purposes of Resolution.

16 **C. Court.** The term “Court” as used herein means the Superior Court of the State of
17 California for the County of Los Angeles.

18 **D. Date of Approval.** The terms “Date of Approval” or “Approval” as used herein
19 mean the date of the PAGA Settlement Approval Hearing.

20 **E. Defendant.** The term “Defendant” or “Defendants” as used herein means:
21 Globalex Corporation and Output Services Group, Inc.

22 **F. Litigation.** The term “Litigation” as used herein means the action entitled
23 *Maravilla v. Globalex Corporation, et al.* filed in Los Angeles County Superior Court, Case No.
24 21STCV11784

25 **G. Plaintiff.** The term “Plaintiff” as used herein means Janette Maravilla. The term
26 Plaintiff shall be used synonymously with the term PAGA Representative.

27 **H. Net Settlement Amount.** The term “Net Settlement Amount” as used herein
28 means the Settlement Amount minus any award of attorneys’ fees and Litigation costs,

Administrative Costs, and PAGA Enhancement Payment, and Plaintiff's Individual Settlement Payment. The remaining Net Settlement amount will be disbursed as follows: seventy-five percent (75%) of penalties payable to the LWDA ("LWDA Payment"), twenty-five percent (25%) to the PAGA employees ("PAGA GROUP PAYMENT") pursuant to California's Private Attorney General Act ("PAGA"), and as provided in Sections VI and X, respectively.

I. Net Settlement Payments. The term "Net Settlement Payment(s)" shall include payments made to the Settlement Group as part of the Resolution.

J. LWDA Payment. The term "LWDA Payment" as used herein means seventy-five percent (75%) of the remainder of the Settlement Amount after the deduction of any award of attorneys' fees, Litigation costs, and Administrative Costs and the PAGA Enhancement Payment, to be paid to Labor and Workforce Development Agency ("LWDA"). This amount shall be calculated as follows: Settlement Amount minus (Court approved amounts for attorneys' fees, Litigation costs, and Administrative Costs) times 75%.

K. PAGA GROUP PAYMENT. The term "PAGA GROUP PAYMENT" as used herein means Twenty-five percent (25%) of the remainder of the Settlement Amount after the deduction of any award of attorneys' fees, Litigation costs, and Administrative Costs, PAGA Enhancement Payment, and Plaintiff's Individual Settlement Payment. This amount shall be calculated as follows: Settlement Amount minus (Court approved amounts for attorneys' fees, Litigation costs, and Administrative Costs) times 25%.

L. PAGA Enhancement Payment. The amount the Court awards to Plaintiff, which will not exceed a monetary amount of up to Five Hundred Dollars (\$500.00) for the Plaintiff, subject to Court approval, in recognition of her actions in conferring a benefit upon the State of California and her effort and work in prosecuting the Litigation on behalf of the PAGA Group.

M. Plaintiff's Counsel. The term "Plaintiff's Counsel" as used herein means: Jackson, APC who are counsel for and acting on behalf of Plaintiff.

N. PAGA Group. The PAGA Group is defined as: All persons within the State of California who are or were employed by Defendants or provided services to Defendants in the State of California at any time within the PAGA Period.

1 **O. PAGA Period.** The term “PAGA Period” or “Settlement Period” shall refer to the
2 time period from March 1, 2020 to the date of settlement approval.

3 **P. Resolution.** The term “Resolution” as used herein means this Agreement to
4 resolve the Litigation.

5 **Q. Settlement Administrator.** The term “Settlement Administrator” as used herein
6 means Ilym Group, Inc., which will be responsible for the administration of the Settlement
7 Payment, as defined below, and all related matters.

8 **R. Settlement Agreement.** The terms “Settlement Agreement” or “Agreement” are
9 used synonymously herein to means this PAGA Settlement Agreement.

10 **S. Settlement Amount.** The terms “Settlement Amount” and “Gross Settlement
11 Fund” as used herein mean a fund in the sum of Fifteen Thousand Dollars (\$15,000) which shall
12 be paid by Defendant, and from which all Net Settlement Payments, PAGA Enhancement
13 Payment, Plaintiff’s Individual Settlement Payment, Court approved attorneys’ fees and Litigation
14 costs pursuant to Section XIII, Administrative Costs pursuant to Section VIII, and distribution to
15 the LWDA pursuant to Section XVI shall be paid, except as provided herein.

16 The Parties currently estimate that there are approximately 14 individuals in the PAGA
17 Group, who worked an aggregate total of approximately 728 pay periods during the PAGA Period,
18 all of which shall be confirmed by the Settlement Administrator.

19 **II. BACKGROUND**

20 A. On March 12, 2021, Plaintiff sent a letter to LWDA alleging Defendant’s violation
21 of California Labor Code §§ 201, 202, 203, 204, 210, 221, 226, 226.2, 226.3, 226.7, 510, 512, 558,
22 1194, 1198, 2699, *et seq.*, any applicable IWC Wage Order(s) (“PAGA Letter”).

23 B. On December 17, 2020, Plaintiff sent a letter to LWDA alleging Defendant’s
24 violation of California Labor Code §§ 201, 202, 203, 226, 226.3, 226.7, 510, 512, 558, 1194, 1198,
25 2802, 2699.3, *et seq.*, any applicable IWC Wage Order(s) (“Second Amended PAGA Letter”).

26 C. On March 26, 2021, Plaintiff filed her Complaint alleging her individual wrongful
27 termination claims along with the ninth cause of action for penalties pursuant to Labor Code §
28 2699(f) for alleged violations and penalties under California Labor Code §§226, 226.3 and 2802,

1 1198, 2698, 2699, *et seq.*, any applicable IWC Wage Order(s), and any other claims asserted in
2 the PAGA Letter (“Complaint”). In the Litigation, Plaintiff alleges that Defendants required their
3 employees to use their own internet and phones to complete their jobs, but failed to reimburse for
4 these business expense. Plaintiff also alleged that Defendants failed to maintain and provide its
5 employees accurate wage statements.

6 D. Following the filing of the Litigation, counsel for the Parties met and conferred
7 with respect to the potential settlement of the Litigation. Pursuant to these discussions, the Parties
8 agreed to exchange informal discovery and engage in private mediation. The Parties subsequently
9 discovery, including: information and documentation concerning the claims set forth in the
10 Litigation, such as documentation regarding Plaintiff’s employment and time records and pay
11 records, took depositions and gave information regarding the number putative PAGA Group
12 members and the total pay periods worked by the PAGA Group.

13 E. Plaintiff and Plaintiff’s Counsel have engaged in good faith, arms-length
14 negotiations. On March 25, 2022 the Parties participated in a mediation with the T. Warren
15 Jackson, which resulted in a settlement. The Parties settled the case, subject to the Approval of
16 the Court and finalization of a formal Settlement Agreement. The Parties have now entered into a
17 more detailed, formalized Settlement Agreement for submission to the Court for Approval.

18 F. Plaintiff’s Counsel has conducted an investigation of the law and facts relating to
19 the claims asserted in the Litigation and has concluded, taking into account the sharply contested
20 issues involved, the expense and time necessary to pursue the Litigation through trial and any
21 appeals, the risks and costs of further prosecution of the Litigation, the risk of an adverse outcome,
22 the uncertainties of complex litigation, and the substantial benefits to be received by the Plaintiff
23 and the members of the PAGA Group pursuant to this Agreement, that a settlement with
24 Defendants on the terms and conditions set forth herein is fair, reasonable, adequate, and in the
25 best interests of the PAGA Group. Plaintiff, on her own behalf and as a representative pursuant to
26 PAGA, has agreed to settle the Litigation with Defendants on the terms set forth herein.

27 G. Defendants has concluded that, because of the substantial expense of defending
28 against the Litigation, the length of time necessary to resolve the issues presented herein, the

1 inconvenience involved, and the concomitant disruption to their business operations, it is in its
2 best interests to accept the terms of this Agreement. Defendants deny each of the allegations and
3 claims asserted against it in the Litigation. However, Defendants nevertheless desire to settle the
4 Litigation for the purpose of avoiding the burden, expense, and uncertainty of continuing litigation
5 and for the purpose of putting to rest the controversies engendered by the Litigation.

6 H. This Agreement is intended to and does effectuate the full, final, and complete
7 resolution of all PAGA claims that were asserted, or could have been asserted, in the Litigation by
8 Plaintiff.

9 **III. JURISDICTION**

10 The Parties agree that the Court has jurisdiction over the Parties and the subject matter of
11 this Litigation. The Litigation includes claims that, while Defendants deny them in their entirety,
12 would, if proven, authorize the Court to grant relief pursuant to the applicable statutes. After the
13 Court has granted Approval of the Resolution, pursuant to California Code of Civil Procedure
14 Section 664.6 the Parties agree that the Court shall retain jurisdiction of this action solely for the
15 purpose of interpreting, implementing, and enforcing this Resolution consistent with the terms set
16 forth herein, and the Parties and their counsel submit to the jurisdiction of the Court for purposes
17 of interpreting, implementing, and enforcing this Agreement and all orders and judgments entered
18 in connection therewith.

19 **IV. STATEMENT OF NO ADMISSION**

20 A. Defendants denies liability to Plaintiff and to the PAGA Group upon any claim or
21 cause of action. This Agreement does not constitute, and is not intended to constitute, an admission
22 by Defendants as to the merits, validity, or accuracy of any of the allegations or claims made
23 against it in the Litigation.

24 B. Nothing in this Agreement, nor any action taken in implementation thereof, nor
25 any statements, discussions, or communications, nor any materials prepared, exchanged, issued,
26 or used during the course of the negotiations leading to this Agreement or the Resolution, is
27 intended by the Parties to constitute, nor will any of the foregoing constitute, be introduced, be
28 used, or be admissible in any way in this case or any other judicial, arbitral, administrative,

1 investigative, or other forum or proceeding as evidence of any violation of any federal, state, or
2 local law, statute, ordinance, regulation, rule, or executive order, or any obligation or duty at law
3 or in equity. The Parties themselves agree not to introduce, use, or admit this Agreement, directly
4 or indirectly, in this case or any other judicial, arbitral, administrative, investigative, or other forum
5 or proceeding, as purported evidence of any violation of any federal, state, or local law, statute,
6 ordinance, regulation, rule, or executive order, or any obligation or duty at law or in equity, or for
7 any other purpose. Notwithstanding the foregoing, this Agreement may be used in any proceeding
8 before the Court that has as its purpose the interpretation, implementation, or enforcement of this
9 Agreement or any orders or judgments of the Court entered in connection with the Resolution.

10 C. None of the documents produced or created by Plaintiff or the PAGA Group in
11 connection with the claims procedures or claims resolution procedures constitute, and they are not
12 intended to constitute, an admission by Defendants of any violation of any federal, state, or local
13 law, statute, ordinance, regulation, rule, or executive order, or any obligation or duty at law or in
14 equity.

15 D. Nothing in this Agreement will be construed as an admission or acknowledgement
16 of any kind that any group should or would be given collective treatment in the Litigation or in
17 any other action or proceeding. Further, neither this Agreement nor the Court's actions with regard
18 to this Agreement will be admissible in any court or other tribunal regarding the propriety of
19 collective treatment. In the event that this Agreement is not approved by the Court or any appellate
20 court, is terminated, or otherwise fails to be enforceable, Plaintiff will not be deemed to have
21 waived, limited, or affected in any way any claims, rights, or remedies in the Litigation, and
22 Defendants will not be deemed to have waived, limited, or affected in any way any of their
23 objections or defenses in the Litigation.

24 **V. RELEASE, DISMISSAL, AND CONFIDENTIALITY**

25 **A. Release of Claims for PAGA Penalties**

26 Upon Approval by the Court of this Settlement, Plaintiff will release all claims, rights, or
27 cause of action seeking civil penalties available to LWDA or any agency acting under the authority
28 of the LWDA under the California Labor Code predicated on the claims, allegations, contentions,

1 and representations asserted in the Litigation, during the Settlement Period, against Defendants
2 and all of its current or former parent companies, subsidiary companies and/or related companies,
3 partnerships, joint ventures, and/or staffing agencies, all of its related entities' predecessors and
4 successors, all of its employees, officers, principals, directors, stockholders, owners
5 representatives, assigns, attorneys, agents, insurers, employee benefit programs, and any other
6 persons acting by, through, under, or in concert with any of the persons or entities listed in this
7 subsection and their successors ("Released Parties").

8 **B. Publicity.**

9 Plaintiff and her counsel agree that they have not and will not publish the Resolution. More
10 specifically, Plaintiff and her counsel agree that they will not report the Settlement in any medium
11 or in any publication, shall not post or report anything regarding the claims of Plaintiff or the
12 Settlement on any website, and shall not contact any reporters or media regarding the Settlement.
13 However, nothing in the provision shall be construed from as preventing the Parties from taking
14 following actions: (a) the Parties shall have the right to disclose the Resolution as may be required
15 under federal or state tax and/or securities laws or under Generally Accepted Accounting
16 Principles; (b) the Parties may refer to the Resolution, describe its terms, and file the settlement
17 agreement with the Court, the California LWDA, and the Settlement Administrator in connection
18 with any proceedings which are reasonably necessary to obtain Approval of the Settlement; and,
19 (c) the Parties or their representatives may communicate with accountants or legal advisors
20 regarding the Resolution. Except for the previously listed exceptions, in response to any inquiries
21 about the Litigation, the Parties may state that "the case was resolved, and it was resolved
22 confidentially."

23 **VI. SETTLEMENT ADMINISTRATOR**

24 Plaintiff and Defendant, through their respective counsel, have selected Ilym Group. Inc.
25 as the Settlement Administrator to administer the Resolution, which includes but is not limited to
26 distributing and responding to inquiries about the Notice of Resolution and calculating all amounts
27 to be paid from the Net Settlement Fund. Charges and expenses of the Settlement Administrator,
28 estimated to be no more than Fifteen Thousand Dollars (\$1,500) will be paid from the Settlement

Amount. Any charges and expenses of the Settlement Administrator greater than the allocated Fifteen Thousand Dollars (\$1,500) will come from the Settlement Amount. If the actual Settlement Administrator fees are less than the Parties' estimation, the difference between the actual and estimated Settlement Administrator fees will be included in the Net Settlement Amount.

VII. NOTICE

Plaintiff and Defendant, through their respective attorneys, have jointly prepared a Notice of PAGA Settlement (the "Notice"), which in substance will be provided to the members of the PAGA Group as follows:

As soon as practicable following Approval of the Resolution, but no later than twenty-one (21) calendar days after the Court's Approval, Defendants will provide to the Settlement Administrator the following information about each PAGA Group member: (1) name; (2) last known address; (3) number of pay periods as a PAGA Group member during the PAGA period; and (4) social security number ("PAGA List").

The Settlement Administrator shall run all the addresses provided through the United States Postal Service NCOA database (which provides updated addresses for any individual who has moved in the previous four years who has notified the U.S. Postal Service of a forwarding address) to obtain current address information. Within Fourteen (14) days after the Settlement Administrator's receipt of the PAGA List, the Settlement Administrator will mail the Notice of Resolution together with a settlement payment to all PAGA Group members by first-class United States mail, postage prepaid, with directions to the Postmaster to forward the Notice and return all undeliverable Notices to the Settlement Administrator. For each Notice of PAGA Settlement and settlement payment that is returned as undeliverable, the Settlement Administrator shall promptly attempt to locate the Aggrieved Employee by performing an additional skip trace and shall re-mail the Notice and settlement check no later than ten (10) calendar days following receipt of the undeliverable Notice. The Notice will be provided in English.

VIII. COMPUTATION AND DISTRIBUTION OF PAYMENTS

A. Distribution Formula.

Members of the PAGA Group will receive a lump sum payment as good and valuable

1 consideration for the waiver and release of claims set forth in Section V(A), above, in an amount
2 determined by the Settlement Administrator in accordance with the provisions of this Agreement.

3 The lump sum payment to each member of the PAGA Group will be determined by
4 dividing the Net Settlement Amount by the total number of pay periods worked by all members of
5 the PAGA Group during the Settlement Period (the “Pay Period Amount”) and then multiplying
6 the Pay Period Amount by the number of pay periods worked by the individual PAGA member.

7 **B. Funding of Resolution.**

8 The funding of the Settlement Amount will be completed at one time with funds provided
9 to and escrowed by the Settlement Administrator. The funds used for the Settlement Amount shall
10 be paid to the Claims Administrator by Defendants within thirty (30) business days of its receipt
11 of a notice of entry of the Court’s Approval order.

12 If a PAGA Group member is deceased at the time of distribution, the Settlement
13 Administrator shall distribute the deceased PAGA Group Member’s Net Settlement Payment to
14 the deceased PAGA Group member’s legal heir(s). In the event of a dispute as to the legal heir(s),
15 the Settlement Administrator shall notify the executor of the deceased PAGA Group member’s
16 estate and attempt to place the deceased PAGA Group member’s payment in escrow or similar
17 disposition such that any competing heirs may take whatever action they wish to resolve ultimate
18 disposition of such money and the Settlement Administrator and the Parties hereto may disclaim
19 any further interest in or obligation in relation to such money.

20 If a check is returned to the Settlement Administrator as undeliverable, the Settlement
21 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace
22 search and, if another address is identified, shall mail the check to the newly identified address. If
23 the Settlement Administrator is unable to obtain a valid mailing address through this process, the
24 monies represented by the check shall be turned over according to the below procedures.

25 Settlement checks will specifically indicate that they are void if not negotiated within one
26 hundred eighty 180 days of their issuance. Any settlement checks that remain uncashed one
27 hundred eighty (180) or more calendar days after issuance by the Settlement Administrator shall
28 be voided. The Settlement Administrator will remit the entire amount of each PAGA Group

member's uncashed Individual Settlement Payment to the California State Controller for deposit in the Unclaimed Property Fund in the name of the PAGA Group member to whom the uncashed Individual Settlement Payment was drafted.

C. PAGA Enhancement Payment.

Subject to Court approval, the Plaintiff shall receive an Enhancement Award of up to Five Hundred Dollars (\$500.00) for services as the PAGA representative. The PAGA Enhancement Payment will be paid from the Gross Settlement Fund and Settlement Amount and shall not constitute payment to any other PAGA Group members other than Plaintiff. To the extent that the Court approves less than the amount of PAGA Enhancement Award that Plaintiff's Counsel requests, the difference between the requested and awarded amounts will be reallocated to the Net Settlement Amount, and Plaintiff shall not have the right to revoke this Settlement, and it will remain binding.

Because it is the intent of the Parties that the PAGA Enhancement Payment represent payment to Plaintiff for service to the PAGA Group, and not wages, the Settlement Administrator will not withhold any taxes from the PAGA Enhancement Payment. The PAGA Enhancement Payment will be reported on the IRS Form 1099, which the Settlement Administrator will provide to Plaintiff and to the pertinent taxing authorities as required by law.

D. Time for Distribution of the Attorney Fees, Costs, and LWDA Payment.

The Settlement Administrator shall cause the Court approved attorney's fees and Litigation costs and LWDA Payment to be paid at the same time and manner as the Settlement Payments to the PAGA Group.

IX. NO CONTRIBUTIONS TO EMPLOYEE BENEFIT PLAN

The amounts paid under this Agreement do not represent a modification of any previously credited hours of service under any employee benefit plan, policy, or bonus program sponsored by Defendant. Such amounts will not form the basis for additional contributions to, benefits under, or any other monetary entitlement under, benefit plans (self-insured or not) sponsored by Defendant, policies, or bonus programs. Any payments made under the terms of this Resolution shall not be applied retroactively, currently, or on a going forward basis as salary, earnings, wages,

1 or any other form of compensation for the purposes of Defendant's benefit plan, policy, or bonus
2 program. Defendants retain the right to modify the language of their benefit plans, policies, and
3 bonus programs to effect this intent and to make clear that any amounts paid pursuant to this
4 Resolution are not for "hours worked," "hours paid," "hours of service," or any similar measuring
5 term as defined by applicable plans, policies, and bonus programs for purpose of eligibility,
6 vesting, benefit accrual, or any other purpose, and that additional contributions or benefits are not
7 required by this Resolution.

8 **X. PLAINTIFF'S COUNSEL'S ATTORNEYS' FEES AND LITIGATION COSTS**

9 Defendants shall not oppose an application by Plaintiff's Counsel for, and Plaintiff's
10 Counsel shall not seek or receive an amount in excess of 25% of the Settlement Amount for all
11 past and future attorneys' fees necessary to prosecute, settle, and administer the Litigation and this
12 Resolution. In addition, Plaintiff seeks a maximum of \$750.00 to reimburse litigation costs. Any
13 attorneys' fees or Litigation costs awarded to Plaintiff's Counsel by the Court shall be deducted
14 from the Settlement Amount for the purpose of determining the Net Settlement Amount. This
15 amount shall include all attorneys' fees, Litigation costs, and expenses for which Plaintiff and
16 Plaintiff's Counsel could claim under any legal theory whatsoever. Should the Court approve a
17 lesser percentage or amount of fees and/or Litigation costs than the amount that Plaintiff's Counsel
18 ultimately seeks, then the unapproved portion or portions shall revert to the Net Settlement
19 Amount.

20 **XI. TAXATION AND ALLOCATION**

21 For withholding tax characterization purposes and payment of taxes, the Net Settlement
22 Amount shall be deemed and is allocated by the Parties as follows ("Net Settlement Allocation"):
23 100% as penalties.

24 All PAGA Group members who cash their settlement check may receive an IRS Form 1099
25 for their portion of the settlement, if deemed required by the Settlement Administrator (in
26 compliance with IRS guidelines).

27 Plaintiff's Individual Settlement Payment for her Individual wrongful termination claims
28 will be in a separate confidential agreement and lodged with the Court for review.

1 **XII. COURT APPROVAL**

2 This Agreement and the Resolution is contingent upon Approval by the Court. Plaintiff
3 and Defendants agree to take all steps as may be reasonably necessary to secure Approval of the
4 Resolution, to the extent not inconsistent with the terms of this Agreement, and will not take any
5 action adverse to each other in obtaining Court Approval of the Resolution in all respects.

6 **XIII. APPRISAL AND CERTIFICATION BY THE SETTLEMENT**
7 **ADMINISTRATOR.**

8 The Settlement Administrator shall keep Plaintiff's Counsel and Defendant's Counsel
9 apprised of all distributions from the Settlement Amount. Upon completion of administration of
10 the Settlement, the Settlement Administrator shall provide written certification of such completion
11 to Plaintiff's Counsel and Defendant's Counsel. The Settlement Administrator shall also provide
12 Defendants with a final accounting, including the names of payees and Net Settlement Payments.

13 **XIV. MISCELLANEOUS PROVISIONS**

14 **A. Stay of Litigation.**

15 Plaintiff and Defendants agree to the stay of all discovery in the Litigation, pending
16 Approval of the Resolution by the Court.

17 **B. Interpretation of the Agreement.**

18 This Agreement constitutes the entire agreement between Plaintiff and Defendant. Except
19 as expressly provided herein, this Agreement has not been executed in reliance upon any other
20 written or oral representations or terms, and no such extrinsic oral or written representations or
21 terms shall modify, vary, or contradict its terms. In entering into this Agreement, the Parties agree
22 that this Agreement is to be construed according to its terms and may not be varied or contradicted
23 by extrinsic evidence. The Agreement will be interpreted and enforced under the laws of the State
24 of California, both in its procedural and substantive aspects, without regard to its conflict of laws
25 provisions. Any claim arising out of or relating to the Agreement, or the subject matter hereof,
26 will be resolved solely and exclusively in the Superior Court of the State of California for the
27 County of Los Angeles and Plaintiff and Defendants hereby consent to the personal jurisdiction of
28 the Court over them solely in connection therewith. The foregoing is only limited to disputes

1 concerning this Agreement and in no way limits or negates the enforceability and effect of any
2 other agreements signed by employees of Defendant. Plaintiff, on his own behalf and on behalf
3 of the PAGA Group, and Defendants participated in the negotiation and drafting of this Agreement
4 and had available to them the advice and assistance of independent counsel. As such, neither
5 Plaintiff nor Defendants may claim that any ambiguity in this Agreement should be construed
6 against the other.

7 The terms and conditions of this Agreement constitute the exclusive and final
8 understanding and expression of all agreements between Plaintiff and Defendants with respect to
9 the Resolution of the Litigation. The Agreement may be modified only by a writing signed by
10 counsel for all Parties or their successors-in-interest.

11 **C. Further Cooperation.**

12 Plaintiff and Defendants and their respective attorneys shall proceed diligently to prepare
13 and execute all documents, to seek Approval from the Court, and to do all things reasonably
14 necessary or convenient to consummate the Agreement as expeditiously as possible.

15 **D. Confidentiality of Documents.**

16 Plaintiff, the Settlement Administrator, and Plaintiff's Counsel shall maintain the
17 confidentiality of all documents, deposition transcripts, declarations, and other information
18 obtained in the Litigation, unless necessary for appeal or such documents are ordered to be
19 disclosed by the Judge or by a subpoena.

20 **E. Counterparts.**

21 The Agreement may be executed in one or more actual or non-original counterparts, all of
22 which will be considered one and the same instrument and all of which will be considered duplicate
23 originals.

24 **F. Authority.**

25 Each individual signing below warrants that he or she has the authority to execute this
26 Agreement on behalf of the party for whom or which that individual signs.

27 **G. No Third-Party Beneficiaries.**

28 Plaintiff, members of the PAGA Group, Defendant, and Released Entities are direct

beneficiaries of this Agreement, but there are no third-party beneficiaries.

H. Force Majeure.

The failure of any party to perform any of its obligations hereunder shall not subject such party to any liability or remedy for damages, or otherwise, where such failure is occasioned in whole or in part by acts of God, fires, accidents, earthquakes, other natural disasters, explosions, floods, wars, interruptions or delays in transportation, power outages, labor disputes or shortages, shortages of material or supplies, governmental laws, restrictions, rules or regulations, sabotage, terrorist acts, acts or failures to act of any third parties, or any other similar or different circumstances or causes beyond the reasonable control of such party.

I. Deadlines Falling on Weekends or Holidays.

To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday, or legal holiday, that deadline shall be continued until the following business day.

J. Severability.

In the event that any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way effect any other provision if Defense Counsel and Plaintiff's Counsel, on behalf of the Parties and the PAGA Group, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

K. Fees and Costs.

Notwithstanding attorneys' fees and costs awarded to Plaintiff by the Court as set forth in this Agreement, all of Defendant's and Plaintiff's own legal fees, costs, and expenses incurred in this Litigation shall be borne by Defendant.

[Signatures to follow on next page]

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Dated: _____, 2022

JANETTE MARAVILLA, *Plaintiff*

Dated: _____, 2022

By:
GLOBALEX CORPORATION, *Defendant*

Dated: _____, 2022

By:
OUTPUT SERVICES GROUP, INC.,
Defendant

APPROVED AS TO FORM ONLY:

Dated: _____, 2022

JACKSON, APC

Andrea M. Jackson, Esq.
Attorneys for Plaintiff
JANETTE MARAVILLA,

Dated: _____, 2022

HINSHAW & CULBERTSON LLP

David I. Dalby, Esq.
Evan Reese, Esq.
Attorney for Defendants,
GLOBALEX CORPORATION and OUTPUT
SERVICES GROUP, INC

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On May 19, 2022, I served true copies of the following document(s) described as:

On the interested parties in this action as follows:

(XX) **[BY EMAIL OR ELECTRONIC TRANSMISSION]**—I caused all of the pages of the above-entitled document created as a portable document file format and attached to a properly addressed electronic mail message to be sent to the interested parties in this action on the date specified below. The email address I used is noted above.

Executed on May 19, 2022 at Irvine, California.

/s/ NORMA GOURDINE