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as an aggrieved employee, and on behalf of all other
aggrieved employees

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INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT

JOSE L. BOLANOS, as an aggrieved
employee, and on behalf of all other aggrieved
employees under the Labor Code Private
Attorneys' General Act of 2004,

Plaintiff,

v.

CANOGA PARK HEATING & AIR
CONDITIONING CO., INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO.: 21STCV12674

[Assigned for all purposes to the Hon. Yolanda
Orozco, in Dept. 31]

**JOINT STIPULATION RE:
REPRESENTATIVE ACTION**

ACTION FILED: April 2, 2021

TRIAL DATE: None Set

JOINT STIPULATION RE: REPRESENTATIVE ACTION

This Joint Stipulation Re: Representative Action (“Settlement” or “Agreement” or “Settlement Agreement”) is made by and between plaintiff Jose Luis Bolanos, Jr. (“Plaintiff”), on the one hand; and defendant Canoga Park Heating & Air Conditioning Co., Inc. (“Defendant”), on the other hand. Plaintiff and Defendant shall collectively be referred to as the “Parties.”

I. DEFINITIONS

A. “Action” means the action entitled *Bolanos v. Canoga Park Heating & Air Conditioning Co., Inc.*, Los Angeles County Superior Court, Case No. 21STCV12674.

B. “Agreement” or “Settlement” or “Settlement Agreement” means this Joint Stipulation and Settlement Agreement, and its exhibits, attached hereto and incorporated herein, including all subsequent amendments agreed to in writing by the Parties and any exhibits to such amendments.

C. “Aggrieved Employee(s)” means all current and former non-exempt, hourly-paid employees who were employed with Defendant in the State of California during the PAGA Period.

D. “Aggrieved Employee List” means a complete list of all Aggrieved Employees that Defendant will diligently and in good faith compile from its records and provide to the Settlement Administrator within seven (7) calendar days after the Effective Date. The Aggrieved Employee List will include each Aggrieved Employee’s: a) full name; b) last known address; c) last known telephone number; d) the last four digits of his or her Social Security Numbers;; and e) his or her dates of employment as an hourly-paid, non-exempt employee for Defendant in California during the PAGA Period.

E. “Court” means the Superior Court of the State of California for the County of Los Angeles.

F. “Defendant” means Canoga Park Heating & Air Conditioning Co., Inc.

G. “Effective Date” means the later of: (a) the date the Court signs an Order granting approval of this Settlement and Judgment; (b) if any objections or motions to intervene are filed

1 prior to the date the Court signs an Order granting approval of this Settlement, sixty (60) days
2 from the later of the date the Court signs an order granting approval of the Settlement or the date
3 the Court enters final judgment so long as no appeal is filed within that time frame; and (c) to the
4 extent any appeals have been filed, the date on which they have been resolved or exhausted.

5 **H. “Gross Settlement Amount”** means the settlement amount of One Hundred
6 Twenty Thousand Dollars and Zero Cents (\$120,000.00), as the same may be escalated pursuant
7 to Paragraph III(L)(2) of this Agreement, which Defendant shall pay to resolve the Action. The
8 Gross Settlement Amount includes: (a) payment to the LWDA; (b) all Individual Settlement
9 Payments to Aggrieved Employees; (c) Plaintiff’s Counsel’s Attorneys’ Fees and Plaintiffs’
10 Counsel’s Attorneys’ Costs; and (d) Settlement Administration Costs.

11 **I. “Individual Settlement Payment(s)”** means the *pro rata* amount payable to each
12 Aggrieved Employee from the 25% portion of the Net Settlement Amount allocated to payments
13 to the Aggrieved Employees.

14 **J. “LWDA”** means the California Labor and Workforce Development Agency.

15 **K. “Net Settlement Amount”** means the total amount of money that will be paid to
16 the LWDA and the Aggrieved Employees collectively after deductions, if approved by the Court,
17 for: (a) Settlement Administration Costs; (b) Plaintiffs’ Counsel’s Attorneys’ Fees; (c) Plaintiffs’
18 Counsel’s Attorneys’ Costs; and (d) Plaintiff’s Enhancement Payment.

19 **L. “Operative Complaint”** means the complaint that was filed with the Court on or
20 around April 2, 2021.

21 **M. “PAGA”** means the Private Attorneys General Act of 2004 as codified in
22 California Labor Code section 2698, *et seq.*

23 **N. “PAGA Payment Letter”** means a letter that the Settlement Administrator will
24 send to each Aggrieved Employee, in English and Spanish, with his or her Individual Settlement
25 Payment, which explains the reason for the Individual Settlement Payment, substantially in the
26 form attached hereto as **Exhibit 1**, excluding any revisions by the Court.

27 **O. “PAGA Period” or “Settlement Period”** means the period from January 26, 2020
28 through August 22, 2022.

1 **P. “Pay Period”** means a pay period that an Aggrieved Employee was employed by
2 Defendant in a non-exempt, hourly-paid position during the PAGA Period and received a
3 paycheck, based on hire dates, re-hire dates (as applicable), and termination dates (as applicable).

4 **Q. “Parties”** means, collectively, Plaintiff and Defendant.

5 **R. “Plaintiff” or “Named Plaintiff”** shall refer to Jose Luis Bolanos, Jr. (a.k.a.
6 “Jose L. Bolanos).

7 **S. “Plaintiff’s Counsel”** means: David D. Bibiyan and Jeffrey D. Klein of Bibiyan
8 Law Group, P.C.

9 **T. “Plaintiffs’ Counsel’s Attorneys’ Costs”** means the amount not to exceed
10 Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00), according to proof and subject to
11 approval by the Court. Plaintiff’s Counsel’s Attorneys’ costs will be paid from, and not in
12 addition to, the Gross Settlement Amount. The amount of Plaintiff’s Counsel’s Attorneys’ Costs
13 shall include all past and future attorneys’ costs to Plaintiff’s Counsel—including, without
14 limitation, all costs expended by Plaintiffs’ Counsel in defending the Settlement and securing
15 approval of the Settlement (including any appeals) unless, in the event of a material breach of
16 this Agreement by Defendant, Plaintiffs are required to move the Court for enforcement of this
17 Agreement. Should the Court approve Plaintiff’s Counsel’s Attorneys’ Fees and Plaintiffs’
18 Counsel’s Attorneys’ Costs in an amount less than the amounts provided herein, then the
19 unapproved portion(s) shall be a part of the Net Settlement Amount. Defendant will not oppose
20 an award of attorneys’ costs.

21 **U. “Plaintiffs’ Counsel’s Attorneys’ Fees”** means the amount not to exceed thirty-
22 five percent (35%) of the Gross Settlement Amount, subject to escalation pursuant to section
23 III(L)(2) and approval by the Court. Plaintiffs’ Counsel’s Attorneys’ Fees will be paid from, and
24 not in addition to, the Gross Settlement Amount. The amount of Plaintiff’s Counsel’s Attorneys’
25 Fees shall include all past and future attorneys’ fees to Plaintiff’s Counsel—including, without
26 limitation, all time expended by Plaintiff’s Counsel in defending the Settlement and securing
27 approval of the Settlement (including any appeals) unless, in the event of a material breach of
28 this Agreement by Defendant, Plaintiff is required to move the Court for enforcement of this

1 Agreement. Should the Court approve Plaintiff's Counsel's Attorneys' Fees in an amount less
2 than the amounts provided herein, then the unapproved portion(s) shall be a part of the Net
3 Settlement Amount. Defendant will not oppose an award of attorneys' fees.

4 **V. "Released Parties"** shall refer to Defendant and its past, present and/or future,
5 direct and/or indirect, owners, officers, directors, members, managers, employees, agents,
6 representatives, attorneys, insurers, partners, investors, shareholders, administrators, parents,
7 subsidiaries, affiliates, divisions, predecessors, successors, and assigns.

8 **W. "Settlement Administration Costs"** means the costs payable from the Gross
9 Settlement Amount to the Settlement Administrator for administering this Settlement. All
10 Settlement Administration Costs shall be paid from, and not in addition to, the Gross Settlement
11 Amount. The Settlement Administration Costs include, but are not limited to, the required tax
12 reporting on the Individual Settlement Payments, the issuing of appropriate tax forms, as needed,
13 confirming/auditing claims for payments for compliance with the Settlement, calculating and
14 distributing all payments to be made pursuant to the Settlement, and providing reports and
15 declarations. The Settlement Administration Costs are currently estimated to be no more than
16 \$2,500.00. If the actual amount of the Settlement Administration Costs is less than \$2,500.00,
17 the difference between \$2,500.00 and the actual Settlement Administration Costs shall be a part
18 of the Net Settlement Amount. If the Settlement Administration Costs exceed \$2,500.00, then
19 such excess will be paid solely from the Gross Settlement Amount and Defendant will not be
20 responsible for paying any additional funds in order to pay these additional costs.

21 **X. "Settlement Administrator"** means the Third-Party Administrator mutually
22 agreed upon by the Parties and approved by the Court that will be responsible for the
23 administration of the Settlement. The Parties will obtain a not-to-exceed quote from the mutually
24 acceptable qualified settlement administrator for claims administration costs. The Settlement
25 Administrator agreed upon by all parties is Phoenix Administrator Solutions.

26 **II. BACKGROUND**

27 **A. The Action.** On January 26, 2021, Plaintiff filed with the LWDA and served on
28 Defendant a notice under Labor Code section 2699.3 stating Plaintiff intended to serve as a proxy

1 of the LWDA to recover civil penalties for various Labor Code violations (“PAGA Notice”). On
2 April 2, 2021, after 65 days had passed without any action by the LWDA, Plaintiff filed a PAGA
3 representative action in this Court, seeking civil penalties on behalf of Plaintiff and Aggrieved
4 Employees against, among others, for civil penalties under PAGA for the Labor Code violations
5 alleged in the PAGA Notice.

6 **B. Informal Discovery.** Shortly thereafter, the Parties agreed to exchange informal
7 discovery and attended an early mediation, in which Plaintiff was provided with, among other
8 things: (1) a list of the Aggrieved Employees employed during the PAGA Period, indicating their
9 job positions and dates of employment; (2) Plaintiff’s time and payroll records; Plaintiff’s
10 personnel file; and all of Defendant’s policy documents.

11 **C. Mediation.** On June 10, 2022, the Parties participated in a full-day mediation
12 before mediator Niki Tolt, Esquire, a well-regarded mediator experienced in mediating complex
13 labor and employment matters. With the aid of the mediator’s evaluation, the Parties reached the
14 Settlement to resolve the Action.

15 **D. Plaintiff’s Position as to Settlement.** Plaintiff’s Counsel have conducted
16 significant investigation of the law and facts relating to the claims asserted in the Action, and
17 have concluded that that the Settlement set forth herein is fair, reasonable, adequate, and in the
18 best interests of Aggrieved Employees, and to the extent permitted by law, the State of California,
19 taking into account the sharply contested issues involved, the expense and time necessary to
20 litigate the Action through trial and any appeals, the risks and costs of further litigation, the risk
21 of an adverse outcome, the uncertainties of complex litigation, the information learned through
22 informal discovery regarding Plaintiff’s allegations, and the substantial benefits to be received
23 by Aggrieved Employees.

24 **E. Defendant’s Position as to Settlement.** Defendant has concluded that, because
25 of the substantial expense of defending against the Action, the length of time necessary to resolve
26 the issues presented herein, the inconvenience involved, and the concomitant disruption to their
27 business operations, it is in their best interests to accept the terms of this Agreement. Defendant
28 denies each of the allegations and claims asserted against it in the Action. However, Defendant

nevertheless desires to settle the Action for the purpose of avoiding the burden, expense and uncertainty of continuing litigation and for the purpose of putting to rest the controversies engendered by the Action.

III. TERMS OF SETTLEMENT

A. All Terms Subject to Court Approval. The Court has jurisdiction over the Parties and the subject matter of the Action. The Action includes claims that, if proven, would authorize the Court to grant relief pursuant to the applicable statutes. This Agreement shall be submitted to the Court for approval and final judgment. After the Court has granted approval of the Settlement and entered judgment, the Court shall retain jurisdiction over the Parties to enforce the terms of the judgment pursuant to California Rule of Court, rule 3.769, subdivision (h).

B. Gross Settlement Amount. Defendant shall pay the Gross Settlement Amount of One Hundred Twenty Thousand Dollars and Zero Cents (\$120,000.00) to settle this Action, unless escalated pursuant to section III(L)(2). The Gross Settlement Amount will be to satisfy all of Defendant's liabilities arising from the Settlement. No portion of the Gross Settlement Amount shall revert to Defendant.

C. Plaintiffs' Counsel's Attorneys' Fees and Costs. Plaintiff's Counsel shall apply for, and Defendant shall not oppose, an award of Plaintiff's Counsel's Attorneys' Fees and Plaintiffs' Counsel's Attorneys' Costs, as described and defined in this Agreement. Awards of Plaintiff's Counsels Attorneys' Fees and Plaintiff's Counsel's Attorneys' Costs shall be paid out of the Gross Settlement Amount, for all past and future attorneys' fees and costs necessary to prosecute, settle, and obtain approval of this Settlement. There will be no additional charge of any kind to Aggrieved Employees or request for additional consideration from Defendant for such work unless, Defendant materially breach this Agreement, including any term regarding funding, and further efforts are necessary from Class Counsel to remedy said breach, including, without limitation, moving the Court to enforce the Agreement. Should the Court approve Plaintiffs' Counsel Attorneys' Fees and Plaintiffs' Counsel Attorneys' Costs in an amount less than the amounts provided herein, then the unapproved portion(s) shall be a part of the Net Settlement Amount.

1 **D. Plaintiffs' Enhancement Payment.** Plaintiff will request and apply for the
2 Enhancement Payment referred in Paragraph I(H). Specifically, Plaintiff will apply for a
3 payment of Five Thousand Five-Hundred Dollars (\$5,500.00). The Enhancement Payment shall
4 be paid from, and not in addition to, the Gross Settlement Amount. Any amounts not awarded
5 by the Court under this provision shall be included in the Net Settlement Amount. Defendant
6 agrees not to oppose any such application which is consistent with this paragraph.

7 **E. LWDA Payment.** Subject to Court approval, the Parties agree that an amount
8 equal to seventy-five percent (75%) of the Net Settlement Amount will be paid to the LWDA in
9 settlement of all representative claims alleged by or on behalf of Plaintiff and the Aggrieved
10 Employees. Should the Court grant Plaintiffs' Counsel's Attorneys' Fees and Plaintiffs'
11 Counsel's Attorneys' Costs, and Settlement Administration Costs, and should the Settlement not
12 be escalated pursuant to section III(L)(2) of this Agreement, the amount paid to the LWDA will
13 be \$33,750.00, and \$11,250.00 (25%) of the Net Settlement Amount will be available for
14 Individual Settlement Payments to Aggrieved Employees.

15 **F. Individual Settlement Payments.** Subject to Court approval, the Parties agree
16 that an amount equal to twenty-five percent (25%) of the Net Settlement Amount (the "Aggrieved
17 Employee Portion") will be paid to the Aggrieved Employees in settlement of the PAGA
18 Released Claims. Individual Settlement Payments will be calculated and apportioned from the
19 Aggrieved Employee Portion based on the number of Pay Periods an Aggrieved Employee
20 worked during the Settlement Period. The Settlement Administrator will determine the total
21 number of Pay Periods worked by each Aggrieved Employee during the Settlement Period based
22 on the data provided by Defendant in the Aggrieved Employee List and the aggregate number of
23 Pay Periods worked by all Aggrieved Employees during the Settlement Period.

24 1) To determine each Aggrieved Employee's Individual Settlement Payment,
25 the Settlement Administrator will use the following formula: Individual Settlement Payment =
26 (Aggrieved Employee's Pay Periods during the Settlement Period / Aggregate Number of
27 Aggrieved Employees' Pay Periods during the Settlement Period) x (0.25 x Net Settlement
28 Amount).

2) Defendant agrees this formula is reasonable and that the payments are designed to provide a fair settlement to each Aggrieved Employee in light of the uncertainties regarding the penalties alleged to be owed and the calculation of such amounts.

G. Tax Treatment of Settlement Payments. All Individual Settlement Payments will be characterized as civil penalties, and IRS Forms 1099-MISC will be issued as necessary. The payment of Plaintiffs' Counsel's Attorneys' Fees and Plaintiffs' Counsel's Attorneys' Costs will also be reported on IRS Forms 1099-MISC. The Settlement Administrator will issue all such forms.

H. Aggrieved Employees' Tax Liability. Other than the reporting requirements set forth in this Agreement, the Aggrieved Employees shall be responsible for the reporting and payment of any federal, state, and/or local income or other tax or any other withholdings, if any, on any of the payments made pursuant to this Agreement. Counsel for Plaintiff and Defendant make no representations, and it is understood and agreed that Counsel for Plaintiff and Defendant have made no representations, as to the taxability of any portions of the Individual Settlement Payments to any Aggrieved Employee, the payment of any costs or an award of attorney fees, or any payments to Plaintiff. The PAGA Payment Letter (**Exhibit 1**) will inform Aggrieved Employees of the opportunity to seek their own tax advice in connection with their receipt of Individual Settlement Payments.

I. Defendant's Tax Liability. The Parties do not expect there to be any employer side taxes arising from this Settlement because this a settlement of a representative action for civil penalties. If it is determined that employer side taxes exist on the Gross Settlement Amount, such taxes will be funded by the Gross Settlement Amount.

J. Waivers and Releases

1) **PAGA Released Claims.** Effective only upon the entry of an Order granting approval of this Settlement, entry of Judgment, and payment by Defendant to the Settlement Administrator of the full Gross Settlement Amount and Employers' Taxes necessary to effectuate the Settlement, Plaintiff, Aggrieved Employees, and, to the extent permitted by law, the State of California, for the duration of the PAGA Period, release all claims for PAGA

penalties alleged in the PAGA Notice and the Operative Complaint, or that could have been alleged based on the facts of the PAGA Notice and the Operative Complaint, including: (a) all claims for failure to pay all overtime wages owed; (b) all claims for failure to pay minimum wages owed for all hours worked; (c) all claims for failure to provide compliant meal periods or compensation in lieu thereof; (d) all claims for failure to provide compliant rest periods or compensation in lieu thereof; (e) all claims for failure to maintain accurate time records; (f) all claims for failure to provide accurate wage statements; (g) all claims for failure to timely pay all compensation owed to terminated and/or resigned employees; and (h) all claims for failure to comply with the requirements of the Wage Theft Protection Act of 2011 (“PAGA Released Claims”).

2) Exclusions to the PAGA Released Claims. The releases above expressly exclude all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’ compensation, individual wage and hour claims, and any other claims outside of the PAGA Released Claims of Aggrieved Employees (and, to the extent permitted by law, the State of California) arising outside of the PAGA Period. The above release also expressly excludes, for Plaintiff only, any and all claims alleged by Plaintiff in the separate wage and hour matter *Bolanos v. Canoga Park Heating & Air Conditioning Co., Inc.* filed in Los Angeles County Superior Court, Case No. 21STCV03298.

3) Aggrieved Employees are bound by the Settlement. Because the Action is pursuant to PAGA, the Parties agree that no Aggrieved Employee has the right to exclude themselves from the Settlement. All Aggrieved Employees will be bound by this Settlement Agreement, upon its approval by the Court, regardless of whether they negotiate their settlement check.

K. Settlement Administration

1) Settlement Administrator’s Duties in General. The Settlement Administrator shall be responsible for: (a) processing the data provided by Defendant to be used in calculating the Individual Settlement Payments; (b) preparing, printing, and mailing to the Aggrieved Employees the PAGA Payment Letter (attached hereto as **Exhibit 1**), as well as

1 following up with reasonable skip tracing; (c) calculating and mailing Individual Settlement
2 Payments to Aggrieved Employees; (d) filing any required federal and state tax forms and related
3 agency reporting; (e) filing any required reports with the Court; and (g) all other tasks described
4 in this Agreement, as to which the Parties mutually agree, and/or which the Court orders the
5 Settlement Administrator to perform.

6 2) Delivery of the Aggrieved Employee List. Within ten (10) calendar days
7 after the Effective Date, Defendant will provide the Aggrieved Employee List to the Settlement
8 Administrator, which shall be made available to Plaintiff's Counsel upon request.

9 3) Funding of the Gross Settlement Amount. Within ten (10) calendar days
10 after the Effective Date, Defendant will deposit the Gross Settlement Amount into a settlement
11 fund to be established by the Settlement Administrator.

12 4) Distribution of Settlement Payments. Within seven (7) calendar days after
13 Defendant deposits the Gross Settlement Amount into a settlement fund, the Settlement
14 Administrator will issue payments to: (a) the Aggrieved Employees; (b) the LWDA; and (c)
15 Plaintiffs' Counsel for the Attorneys' Fees payment and Plaintiffs' Counsel's Attorneys' Costs
16 payment. The Settlement Administrator will mail Individual Settlement Payments to the
17 Aggrieved Employees, along with the PAGA Payment Letter (attached as **Exhibit 1**), via regular
18 First-Class U.S. Mail, using the most current, known mailing addresses identified in the
19 Aggrieved Employees List. The Settlement Administrator will also issue a payment to itself for
20 Court-approved services performed in connection with the Settlement twenty (20) calendar days
21 after the Effective Date.

22 5) Reports Regarding Settlement Administration. The Settlement
23 Administrator will provide Defendant's Counsel and Plaintiff's Counsel reports regarding the
24 administration of the Settlement Agreement as needed or requested.

25 6) Procedures for Uncashed Checks. Checks for Individual Settlement
26 Payments shall be negotiable for one hundred eighty (180) calendar days from the date of their
27 issuance. If a check is returned to the Settlement Administrator as undeliverable during the 180-
28 day period, the Settlement Administrator shall take all reasonable efforts to identify the

Aggrieved Employee's correct address, including the performance of a "skip-trace." If an updated address can be identified, the Settlement Administrator shall issue another check to the Aggrieved Employee and mail it to the Aggrieved Employee at his or her updated address. An Aggrieved Employee who failed to receive their Individual Settlement Payment check despite the procedures described herein shall nevertheless remain bound by the Settlement and the release of the PAGA Released Claims contained herein. The funds represented by Individual Settlement Payment checks remaining uncashed for more than 180 days after issuance (collectively, the "Uncashed Settlement Checks") shall be canceled and funds associated with such checks shall be considered unpaid, unclaimed or abandoned cash residue pursuant to Code of Civil Procedure section 384 ("Unpaid Residue"). The Unpaid Residue plus accrued interest shall be transmitted to the *cy pres* recipient, Bet Tzedek Legal Services, Employee Rights Project, 3250 Wilshire Blvd. 13th Floor, Los Angeles, California 90010, for use in Los Angeles County.

7) Administration of Taxes by the Settlement Administrator. Before or concurrent with Plaintiff's filing of this Agreement for approval, Plaintiff's Counsel will send this agreement to the LWDA pursuant to Section 2699(1)(2) of the California Labor Code.

8) Declaration of Payment. Within sixty (60) calendar days after the Effective Date, the Settlement Administrator shall prepare a declaration of payment stating that all payments required under the Settlement have been made. Plaintiff's Counsel shall file the Settlement Administrator's declaration with the Court if requested by the Court.

9) Declaration Regarding Uncashed Settlement Check Funds. Within ten (10) calendar days after the date the Settlement Administrator transfers the total amount of funds represented by the Uncashed Settlement Checks to the *cy pres* recipient, the Settlement Administrator will prepare a declaration stating the total amount of funds represented by the Uncashed Settlement Checks and confirming that the procedures for the treatment of Uncashed Settlement Checks established by this Agreement have been followed. Plaintiff's Counsel shall file the Settlement Administrator's declaration with the Court if requested by the Court.

L. Miscellaneous Provisions.

1) Acknowledgement That The Settlement Is Fair, Adequate, And

1 Reasonable. The Parties and their respective counsel believe that this Settlement is a fair,
2 adequate, and reasonable settlement of the Action, and they have arrived at this Settlement
3 through arm's length negotiations, taking into account all relevant factors, present and potential.

4 2) Increase in the Gross Settlement Amount. Defendant represents that there
5 are no more than 3,069 Pay Periods worked during the PAGA Period. In the event the number
6 of Pay Periods worked by Aggrieved Employees during the PAGA Period increases by more
7 than 5%, or 153 Pay Periods, then the Gross Settlement Amount shall be increased proportionally
8 by the Pay Periods in excess of 3,069 Pay Periods multiplied by the Pay Period Value. The Pay
9 Period Value shall be calculated by dividing the originally agreed-upon Gross Settlement
10 Amount (\$120,000.00) by 3,069, which amounts to a Pay Period Value of \$39.10. Thus, for
11 example, should there be 3,300 Pay Periods in the PAGA Period, then the Gross Settlement
12 Amount shall be increased by \$9,032.10. ((3,300 Pay Periods – 3,069 Pay Periods) x \$39.10 per
13 Pay Period.).

14 3) Mutual Cooperation. The Parties and their counsel will cooperate with
15 each other and use their best efforts to affect the implementation of the Settlement. Such
16 cooperation shall include, but is not be limited to, execution of such other documents and the
17 taking of such other actions as may reasonably be necessary to fulfill the terms of this Settlement.
18 The Parties shall use their best efforts, including all efforts contemplated by this Agreement and
19 any other efforts that may become necessary by Court Order, or otherwise, to effectuate this
20 Agreement and the terms set forth herein.

21 4) No Admissions By The Parties. Plaintiff has claimed and continues to
22 claim that the PAGA Released Claims have merit and give rise to liability on the part of
23 Defendant. Defendant claims that the PAGA Released Claims have no merit and do not give rise
24 to liability. This Agreement is a compromise of disputed claims. Nothing contained in this
25 Agreement and no documents referred to herein and no action taken to carry out this Agreement
26 shall constitute an admission on behalf of Defendant of any form of liability or the accuracy of
27 any allegation made by Plaintiff or Plaintiff's Counsel.

28 5) Amendment Or Modification. This Agreement, and any and all parts of

1 it, may be amended, modified, changed, or waived only by an express written instrument signed
2 by all Parties or their successors-in-interest.

3 6) Mutual Drafting Of Agreement. The Parties agree that the terms of this
4 Agreement and the accompanying exhibits are the result of substantial, arm's-length
5 negotiations, and that this Agreement shall not be construed in favor of or against any of the
6 Parties by reason of the extent to which any of the Parties or their respective counsel participated
7 in the drafting of this Agreement.

8 7) Attorney Authorization. Counsel for the Parties warrant and represent that
9 they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action
10 required or permitted to be taken by such Parties pursuant to this Settlement to effectuate its
11 terms, and to execute any other documents required to effectuate the terms of this Settlement.

12 8) Binding On Successors And Assigns. This Agreement is binding upon,
13 and inures to the benefit of, the Parties' successors and assigns.

14 9) Governing Law. This Agreement shall be governed by and interpreted
15 according to the laws of the State of California.

16 10) Exhibit(s) Incorporated By Reference. The terms of this Agreement
17 include the terms set forth in any attached exhibit(s), which are incorporated by this reference as
18 though fully set forth herein. Any exhibit to this Agreement is an integral part of the Settlement.

19 11) Invalidity Of Any Provision. Before declaring any provision of this
20 Agreement invalid, the Court shall first attempt to construe the provision(s) valid to the fullest
21 extent possible consistent with applicable precedents so as to define all provisions of this
22 Settlement valid and enforceable.

23 12) Notices. Whenever this Agreement requires or contemplates that one of
24 the Parties shall or may give notice to the other, notice shall be provided by e-mail and/or next-
25 day (excluding Saturdays, Sundays, and holidays) express delivery service addressed to the
26 address of the Party's counsel appearing in this Agreement.

27 13) Jurisdiction Of The Court. The Parties agree that the Court shall retain
28 jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of

1 this Agreement and all orders and judgments entered in connection therewith, and the Parties and
2 their respective counsel hereto submit to the jurisdiction of the Court for purposes of interpreting,
3 implementing, and enforcing the settlement embodied in this Agreement and all orders and
4 judgments entered in connection therewith.

5 14) Binding Agreement. The Parties intend that this Agreement shall be fully
6 enforceable and binding on all Parties, and that it shall be admissible and subject to disclosure in
7 any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions
8 that otherwise might apply under federal or state law.

9 15) Entire Agreement. This Agreement and any attached exhibits constitute
10 the entirety of the Parties' settlement terms as it pertains to this subject matter (*i.e.*, settlement
11 and release of the PAGA Released Claims by Aggrieved Employees). No other prior or
12 contemporaneous written or oral agreements may be deemed binding on the Parties as it pertains
13 to this limited subject matter.

14 16) Counterparts. This Agreement may be executed in one or more
15 counterparts. All executed counterparts and each of them, including facsimile and scanned
16 copies of the signature page, will be deemed to be one and the same instrument provided that
17 counsel for the Parties to this Agreement exchange among themselves copies or originals of the
18 signed counterparts.

19 17) Advice of Counsel: The Parties to this Agreement are represented by
20 competent counsel, and they have had an opportunity to consult with counsel. The Parties to this
21 Agreement agree that it reflects their good faith compromise of the claims raised in the Action,
22 based upon their assessment of the mutual risks and costs of further litigation and the assessments
23 of their respective counsel.

24 18) Parties' Authority. The signatories to this Agreement, including any
25 person executing on behalf of a corporate signatory, warrant and represent that they are fully
26 authorized to enter into this Agreement and to bind the Parties hereto to the terms and conditions
27 of the Agreement.
28

1 **IT IS SO AGREED:**

2 Dated: Dec 17, 2022, 2022


Jose Bolanos (Dec 17, 2022 20:08 PST)

JOSE L. BOLANOS
Plaintiff

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4
5
6 Dated: _____, 2022

CANOGA PARK HEATING & AIR
CONDITIONING CO., INC.
Defendant
By:
Its:

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11 **AGREED AS TO FORM:**

12 Dated: December 19, 2022



DAVID D. BIBIYAN
VEDANG J. PATEL
Counsel for Plaintiff Jose L. Bolanos

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17
18 Dated: _____, 2022

FRANK MAGNANIMO
ERIC J. PALMER
**Counsel for Defendant Canoga Park Heating &
Air Conditioning Co., Inc.**

1 **IT IS SO AGREED:**

2 Dated: _____, 2022

3 JOSE L. BOLANOS
4 Plaintiff

5 Dated: 12/19/, 2022

6 
7 CANOGA PARK HEATING & AIR
8 CONDITIONING CO., INC.
9 Defendant

10 By: ROBERT WISEMAN
11 Its: PRESIDENT

12 **AGREED AS TO FORM:**

13 Dated: _____, 2022

14 DAVID D. BIBIYAN
15 VEDANG J. PATEL
16 Counsel for Plaintiff Jose L. Bolanos

17 Dated: December 19, 2022

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22 Air Conditioning Co., Inc.
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