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FILED
 Superior Court of California
 County of Los Angeles
06/01/2022
 Sherri R. Carter, Executive Officer / Clerk of Court
 By: S. Luqueno Deputy

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MELVIN PERDOMO

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[Additional Parties on Next Page]

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

MELVIN PERDOMO, an individual,

 Plaintiff,

 vs.

CASE NO: 21STCV46132

*[Assigned for all purposes to the Honorable
 Judge Daniel S. Murphy, Dept. 32]*

DNSG CROSS, LLC, a California limited
 liability company; VICTOR VASQUEZ, an
 individual; SHADI GENDI, an individual; and
 DOES 1 through 20, inclusive,

 Defendants.

**JOINT STIPULATION FOR AN ORDER
 APPROVING PAGA SETTLEMENT;
~~[PROPOSED]~~ ORDER THEREON**

Case Filed: December 17, 2021
 Trial Date: None Set

1 **BASES & BASES, A Professional Corporation**

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4 16633 Ventura Boulevard, Ste. 500

5 Encino, California 91436

6 Tel: (818) 905-1144

7 Attorneys for Defendants DNSG CROSS, LLC, a

8 California limited liability company, and SHADI

9 GENDI, an individual

10 **LAW OFFICES OF F. MICHAEL SABZEVAR**

11 Michael Sabzevar, Esq. (SBN 172312)

12 msabzevar@aol.com

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14 Encino, California 91436

15 Tel: (818) 784-1688

16 Fax: (818) 784-3256

17 Attorneys for Defendant,

18 VICTOR VASQUEZ

1 Plaintiff Melvin Perdomo (“Plaintiff”) and Defendants DNSG CROSS, LLC, VICTOR
2 VASQUEZ, and SHADI GENDI (“Defendants”; Plaintiff and Defendants are referred to
3 collectively as the “Parties”), by and through the undersigned counsel of record, hereby stipulate
4 and agree to the settlement (the “PAGA Agreement”) of Plaintiff’s claim for civil penalties under
5 the California Labor Code Private Attorney General Act, Labor Code § 2699, et seq. (“PAGA”).
6 The fully executed PAGA Agreement is attached hereto as **Exhibit A**, and is incorporated as
7 though fully set forth herein.

8 WHEREAS, Plaintiff filed a civil action in the Los Angeles County Superior Court
9 bearing Case No. 21STCV46132 entitled “*Melvin Perdomo v. DNSG, LLC, et al.*” (the
10 “Complaint”);

11 WHEREAS, the Ninth Cause of Action in the Complaint seeks civil penalties under
12 PAGA (the “PAGA Claims”);

13 WHEREAS, Defendants have at all times disputed and denied, and continue to dispute
14 and deny, the allegations asserted against them in the Complaint, including the PAGA Claims;

15 WHEREAS, based on early and candid discussions between counsel for the Parties,
16 counsel for Plaintiff determined that protracted litigation and the risk of trial would not be
17 beneficial based on concerns regarding Defendants’ solvency;

18 WHEREAS, the Parties determined that it would be most beneficial to all involved Parties
19 that resources and efforts be focused on early resolution instead of protracted litigation;

20 WHEREAS, the Parties agreed to resolve the case with the assistance of an experienced
21 mediator.

22 WHEREAS, the Parties exchanged relevant information and documents to determine the
23 extent of the alleged PAGA penalties and the number of “aggrieved employees” as that term is
24 defined in Labor Code § 2699, et seq.

25 WHEREAS, counsel for Plaintiff scrutinized Defendants’ internal records and determined
26 that there were only three (3) “aggrieved employees,” including Plaintiff.

27 WHEREAS, Defendants maintain that Plaintiff and all others were at all times
28 independent contractors and not “aggrieved employees” under PAGA.

1 WHEREAS, the Parties participated in a mediation with an experienced mediator, Mark
2 Lemke, on April 10, 2022, and reached an agreement, resolving Plaintiff's individual claims, and
3 allocating a reasonable amount to resolve the PAGA Claims as well, as set forth in the PAGA
4 Agreement, attached hereto as **Exhibit A**.

5 WHEREAS, the terms of the PAGA Agreement are fair and reasonable, and which
6 relevant terms are as follows:

7
8 1. Defendants will pay the total amount of ten thousand dollars (\$10,000.00) (the
9 "PAGA Settlement Amount") in settlement of Plaintiff's PAGA Claims. This amount shall
10 include all payments to employees, the Labor and Workplace Development Agency ("LWDA")
11 and attorney's costs, including all PAGA Settlement administrative costs. (Exhibit A, p. 1, ¶2.)
12

13 2. Plaintiff's Counsel's office, Guerra & Casillas LLP, will be in charge of
14 administering and distributing the PAGA settlement payments to the affected employees (only
15 three employees) and to the LWDA. The Parties also agree that any costs associated with the
16 distribution of said payments shall be covered by the proceeds of the PAGA Settlement Amount,
17 which are estimated to be \$150.00. Should the costs exceed \$150.00, any amount in excess of this
18 estimate shall be paid from the PAGA Settlement Amount. (Id. at p. 2, ¶3.)
19

20 3. The Parties agree that Plaintiff's Counsel shall be entitled to twenty-five percent
21 (25%) of the PAGA Settlement Amount, or \$2,500, plus \$150.00 in reasonable costs for
22 administering and distributing the payments to the affected employees. Plaintiff's counsel will
23 therefore request a total payment of \$2,650 in attorneys' fees and costs in relation to the PAGA
24 Agreement. (Id. at p. 2, ¶5.)
25

26 4. Within fourteen (14) days after an order approving this Stipulation, Defendants
27 will submit the PAGA Settlement Amount to Plaintiff's counsel along with the required contact
28 information regarding the affected employees. (Id. at p. 3, ¶9.)

1 5. Upon receipt of the PAGA Settlement Amount, and after deducting the \$2,650.00
2 for attorney fees and costs (as set forth in ¶3 above), leaving a remainder of \$7,350.00, Plaintiff's
3 counsel shall submit seventy five percent (75%), or \$5,512.50 to the LWDA. The remaining
4 \$1,837.50 shall be distributed to the affected employees on a pro-rata basis based on their
5 respective number of weeks worked within the PAGA Period (January 19, 2020 through the date
6 of approval of the PAGA Agreement). (Id. at p. 3, ¶10.)

7
8 6. Settlement checks shall remain valid and negotiable for one hundred eighty (180)
9 calendar days from the date of their issuance. If there are uncashed checks following this period,
10 Guerra & Casillas LLP will ensure that uncashed funds shall be forwarded the State of California
11 State Controller's Office Unclaimed Property Fund in the name of the PAGA Member(s) who did
12 not cash his or her share of the settlement. The Court shall retain jurisdiction over this Action to
13 address uncashed settlement checks, if necessary. (Id. at p. 3, ¶11.)

14
15 7. Upon court approval of the PAGA Agreement, and ten business days after
16 payment by Defendants, Plaintiff's counsel will file with the Court a request for dismissal with
17 prejudice of the Complaint, including the PAGA Claims. Provided that the Court's approval is
18 consistent with the material terms of the PAGA Agreement, the parties waive any right to appeal
19 an order approving the PAGA Agreement. (Id. at p. 3, ¶12.)

20
21 8. Upon approval by the court of this PAGA Agreement, each Aggrieved Employee
22 shall fully release and forever discharge Defendants and the other Released Parties from the
23 PAGA Claims with regard to penalties, interest, and any other form of relief or remedy in law or
24 equity pursuant to Labor Code § 2699, et seq., for the period of January 19, 2020 through the date
25 the Court approves this PAGA Agreement. (Id. at p. 4, ¶14.)

26 ///

27 ///

28 ///

1 9. Plaintiff and Defendants agree that this PAGA Agreement is admissible for the
2 purposes of proving up and or enforcing the terms of the Parties' agreement, as set forth in this
3 PAGA Agreement, pursuant to California Evidence Code Section 1123 and California Code of
4 Civil Procedure § 664.6.

5
6 WHEREAS, the Parties hereby agree that this Court shall retain jurisdiction over this
7 matter and to enforce the Parties' agreements, pursuant to California Code of Civil Procedure §
8 664.6.;

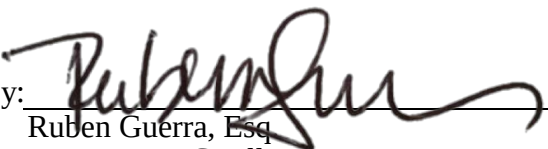
9 WHEREAS, the LWDA is being served with a copy of this Stipulation with the PAGA
10 Agreement through the online process as required by Labor Code § 2699(l), and therefore has
11 notice. This service on the LWDA is verified in the accompanying proof of service.

12 WHEREAS, the Parties now request the Court to approve the arm's-length settlement
13 reached between the Parties pertaining to penalties available under PAGA, to approve the release
14 of PAGA Claims, and to approve the settlement of the PAGA Claims brought in this litigation.

15 NOW, THEREFORE, in return for the mutual commitments and other consideration
16 provided for in this Stipulation and the PAGA Agreement, which the Parties acknowledge
17 constitute valuable consideration, and intending to be legally bound, the Parties request that the
18 Court approve the settlement of the PAGA claims as set forth in this Stipulation and the PAGA
19 Agreement, attached hereto as Exhibit A.

20 DATED: May 13, 2022

GUERRA & CASILLAS, LLP

21
22 By: 

23 Ruben Guerra, Esq.
24 Tizoc Perez-Casillas, Esq.
25 Attorneys for Plaintiff
26 MELVIN PERDOMO
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DATED: May ___, 2022
5/14/2022

NEPHTALAW

By: *Nephtali Gonzales*
ID usziX62KPqTx5LjEUxdapzy
Nephtali Gonzales, Esq.
Attorneys for Plaintiff
MELVIN PERDOMO

DATED: May ___, 2022

KAUFMAN McANDREW LLP

By: _____
Mitchell F. Kaufman, Esq.
Stephen F. McAndrew, Esq.
Attorneys for Defendants
DNSG CROSS, LLC and SHADI
GENDI

DATED: May ___, 2022

BASES & BASES, APC

By: _____
Jeffrey M. Bases, Esq.
Attorneys for Defendants
DNSG CROSS, LLC and SHADI
GENDI

DATED: May ___, 2022

LAW OFFICES OF F. MICHAEL
SABZEVAR

By: _____
Michael Sabzevar, Esq.
Attorneys for Defendant
VICTOR VASQUEZ

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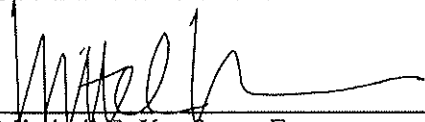
DATED: May __, 2022

NEPHTALAW

By: _____
Nephtali Gonzales, Esq.
Attorneys for Plaintiff
MELVIN PERDOMO

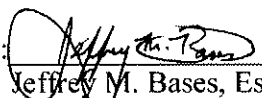
DATED: May 16, 2022

KAUFMAN McANDREW LLP

By:  _____
Mitchell F. Kaufman, Esq.
Stephen F. McAndrew, Esq.
Attorneys for Defendants
DNSG CROSS, LLC and SHADI
GENDI

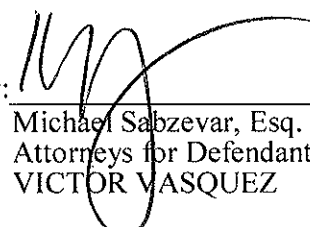
DATED: May 16, 2022

BASES & BASES, APC

By:  _____
Jeffrey M. Bases, Esq.
Attorneys for Defendants
DNSG CROSS, LLC and SHADI
GENDI

DATED: May 21, 2022

LAW OFFICES OF F. MICHAEL
SABZEVAR

By:  _____
Michael Sabzevar, Esq.
Attorneys for Defendant
VICTOR VASQUEZ

~~PROPOSED~~ ORDER

THE COURT, having considered the Stipulation and the PAGA Agreement, attached as Exhibit A hereto, between the Parties, and good cause appearing therefore,

IT IS HEREBY ORDERED that:

1. The agreements set forth in this Stipulation and the PAGA Agreement, attached as Exhibit A, are hereby accepted and approved.
2. The agreed-upon distribution of the PAGA Settlement Amount, including the attorneys' fees and costs to Guerra & Casillas LLP, the payment to the Labor and Workforce Development Agency, and the payments to the affected employees, as provided for in the Parties PAGA Agreement is approved.
3. The agreed-upon administrator, Guerra & Casillas LLP, and the methods of administering and distributing the payments to the three (3) aggrieved employees, set forth in the PAGA Agreement are approved.
4. Any and all PAGA Claims against Defendants and the other Released Parties, and each of them, as set forth in the PAGA Agreement ¶13, for civil penalties under the Private Attorneys General Act, California Labor Code § 2699, et seq. ("PAGA") arising between January 19, 2020 through the date of approval of the PAGA Agreement (the "PAGA Period"), on behalf of Plaintiff and non-exempt employees who worked during the PAGA Period, are released and the State of California (or anyone seeking to act on its behalf) is bound and estopped from pursuing any civil penalty for violations of PAGA.
5. The Court will retain jurisdiction under Code of Civil Procedure § 664.6 to resolve any disputes arising out of this Stipulation and the PAGA Agreement, including any dispute with respect to the payment called for by this Stipulation and the PAGA Agreement.

IT IS SO ORDERED.

DATE: 6-01-2022



Daniel S. Murphy / Judge

HON. DANIEL S. MURPHY
LOS ANGELES COUNTY SUPERIOR COURT JUDGE

EXHIBIT A

**PRIVATE ATTORNEYS GENERAL
SETTLEMENT AGREEMENT**

This Private Attorneys General Act Settlement Agreement (the “**PAGA Agreement**”) is made and entered into by and between Melvin Perdomo (“**Plaintiff**” or “**Perdomo**”), on the one hand, and DNSG Cross, LLC, a California limited liability company (“**DNSG**”), Shadi Gendi, an individual (“**Gendi**”) and Victor Vasquez, an individual (“**Vasquez**”) (collectively “**Defendants**”), on the other hand, subject to approval by the Court in accordance with California Labor Code section 2699(l)(2). In this PAGA Agreement, Plaintiff and Defendants are sometimes collectively referred to as the “**parties**” or individually as a “**party**”.

RECITALS

- A. On or about January 19, 2021, Plaintiff gave written notice under the Private Attorneys General Act (“**PAGA**”) to the Labor and Workplace Development Agency (“**LWDA**”) of alleged violations of the California Labor Code (the “**PAGA Letter**”).
- B. On or about December 17, 2021, Plaintiff filed a civil action in the Los Angeles County Superior Court bearing Case No. 21STCV46132 entitled “*Melvin Perdomo v. DNSG Cross, LLC, etc. et al.*” (the “**Complaint**”).
- C. Plaintiff’s Ninth Cause of Action in the Complaint seeks civil penalties under PAGA as set forth in the PAGA Letter (the “**PAGA Claims**”).
- D. Defendants have at all times disputed and denied and continue to dispute and deny that they were ever liable to Plaintiff, or any other person, for any of the claims asserted in the Complaint, the PAGA Letter, or the PAGA Claims.

NOW, THEREFORE, in consideration for the mutual execution of this PAGA Agreement, the recitals set forth above and the terms, conditions, and promises set forth below, the parties agree as follows:

AGREEMENT

- 1. Neither Plaintiff nor other person or entity shall construe this PAGA Agreement as an admission of any wrongdoing or liability by any of the “**Released Parties**” (defined below). Defendants deny all allegations of wrongdoing and intend, by this PAGA Agreement, merely to avoid the expense, delay, uncertainty, and burden of continued litigation.
- 2. Defendants will pay the total amount of ten thousand dollars (\$10,000.00) (the “**PAGA Settlement Amount**”) in settlement of Plaintiff’s PAGA Claims (the “**PAGA Settlement**”). The PAGA Settlement Amount shall include all payments to employees, the LWDA and attorney’s fees and costs, including all PAGA Settlement administrative costs. As between the Parties, the PAGA Settlement Amount paid under this PAGA Agreement shall not increase in any way total Settlement Payment payable to Plaintiff under the Parties’ long-form settlement agreement settling all claims arising out of or related in any way to the

Complaint and Plaintiff's alleged employment with Defendants (the "**Long-Form Settlement Agreement**"). Any amounts paid under this PAGA Agreement shall reduce, dollar-for-dollar, the Settlement Payment as that term is defined in the Long-Form Settlement Agreement.

3. The parties agree that Plaintiff's Counsel's office, Guerra & Casillas LLP, will be in charge of administering and distributing the PAGA Settlement payments to the affected employees and to the LWDA. Guerra & Casillas LLP hereby agrees to defend and indemnify Defendants if it breaches its obligations and/or negligently performs its duties with respect to the administration and distribution of the PAGA Settlement. The parties further agree that any costs associated with the distribution of said payments shall be covered by the proceeds of the PAGA Settlement Amount, which are estimated to be approximately \$150.00; however, should those costs exceed this estimate, the parties agree that any amount in excess should nevertheless be paid from the PAGA Settlement Amount and not result in any increase in the total amount to be paid by Defendants under this PAGA Agreement.
4. The parties will cooperate in seeking approval of the PAGA Agreement and the PAGA Settlement, including by cooperating in the drafting of a Joint Stipulation for approval of the PAGA Agreement and Dismissal (the "**Stipulation**"), which Plaintiff's will lodge with the Court. The parties will jointly appear at any hearing on the matter and will further cooperate in any other steps, including drafting any further documents or motions, that the Court may request relating to the approval or implementation of this PAGA Agreement, the PAGA Settlement and the Stipulation.
5. As part of the request for approval of this PAGA Agreement, Plaintiff's Counsel will request court approval of Twenty Five Percent (25%) of the PAGA Settlement Amount, which is \$2,500.00, in attorney's fees, plus \$150.00 in reasonable costs for a total of \$2,650.00 ("**Plaintiff's Counsel Payment**"), including those costs described in paragraph 3. The parties agree that the award of Plaintiff's Counsel's fees and costs shall be deemed to fully compensate and reimburse Plaintiff's Counsel for any and all of the work already performed in connection with the PAGA Claims, including but not limited to securing court approval of this PAGA Agreement and the administration and distribution of the PAGA Settlement Amount.
6. At the same time Plaintiff files the Stipulation, Plaintiff will submit a copy of the PAGA Agreement to the LWDA, in compliance with Labor Code section 2699(l)(2).
7. If the Court does not grant the Stipulation and approve the PAGA Agreement as filed, the parties will cooperate in modifying and resubmitting the PAGA Agreement until it is approved by the Court. In the event that the Court does not approve the Stipulation after several attempts and after exhausting all good faith efforts to address any concern raised by the Court, (i) this settlement shall be considered null and void; (ii) neither this PAGA Agreement nor any of the related negotiations or proceedings shall be of any force or effect; and (iii) all Parties to this PAGA Agreement shall stand in the same position, without prejudice, as if this Agreement had been neither entered into nor filed with the Court.

8. Within ten (10) days after an order approving or denying the Stipulation, Plaintiff will submit a copy of the order to the LWDA in compliance with Labor Code section 2699(l)(3).
9. Within fourteen (14) days after an order approving the Stipulation, Defendants will submit the PAGA Settlement Amount to Guerra & Casillas LLP along with the required contact information regarding the PAGA Members. As used herein, the term “**PAGA Members**” or individually, a “**PAGA Member**” means those individuals who were allegedly employed by Defendants in California as non-exempt hourly employees, or other similar positions, who worked one or more shifts of more than four (4) hours in length or major fraction thereof and/or who were also paid as independent contractors from January 19, 2020, through the date of approval of the PAGA Settlement. During the parties’ settlement discussions, the parties estimated that the total number of PAGA Members in this case is approximately three (3) individuals.
10. Upon receipt of the PAGA Settlement Amount and the contact information for the PAGA Members, Guerra & Casillas LLP will submit directly to the Labor and Workforce Development Agency 75% of the PAGA Settlement Amount after Plaintiff’s Counsel Payment is satisfied. The parties estimate this amount to be approximately \$2,650.00. Guerra & Casillas LLP will then prepare the appropriate payments to the PAGA Members based on a pro rata share of the remaining 25% of the PAGA Settlement Amount. The parties estimate this amount to be approximately \$1,837.50.00. The PAGA Members will receive a pro rata share of this amount based on their respective number of weeks worked between January 19, 2020, through the date of approval of the PAGA Settlement (the “**PAGA Period**”).
11. Settlement checks shall remain valid and negotiable for one hundred eighty (180) calendar days from the date of their issuance. If there are uncashed checks following this period, Guerra & Casillas LLP will ensure that uncashed funds shall be forwarded the State of California State Controller’s Office Unclaimed Property Fund in the name of the PAGA Member(s) who did not cash his or her share of the settlement. The Court shall retain jurisdiction over this Action to address uncashed settlement checks, if necessary.
12. Upon court approval of the PAGA Agreement, and ten business days after payment by Defendants, Plaintiff’s counsel will file with the Court a request for dismissal with prejudice of the Complaint including the PAGA Claims. Provided that the Court’s approval is consistent with the material terms of the PAGA Agreement, the parties waive any right to appeal an order approving the PAGA Agreement.
13. In exchange for payment of the PAGA Settlement Amount, Plaintiff, on behalf of Plaintiff and Plaintiff’s agents, representatives, attorneys, spouses, heirs, executors, administrators, successors and assigns, now or hereafter, hereby releases, waives and forever discharges Defendants and Defendants’ present and past members, owners, principals, investors, partners, parents, managers, family members, subsidiaries, divisions, programs, related entities, affiliates, insurers, and joint venturers, including but not limited to JDSA Cross Properties, LLC, a California limited liability company and JD SM Cross Properties, LLC, a California limited liability company, 11841 Gale Cross

LLC, and PC Work Computers, Inc., a California corporation, as well as each of their respective past and present members, owners, investors, principals, partners, parents, subsidiaries, divisions, directors, officers, shareholders, agents, family members, investors, representatives, employees, other entities in which they have an ownership interest, attorneys, consultants, contractors, trustees, members, predecessors, successors and assigns, and any and all of them (collectively, the “**Released Parties**” or individually, a “**Released Party**”) of and from any and all controversies, claims, demands, promises, actions, suits, grievances, proceedings, complaints, charges, liabilities, damages, penalties, debts, obligations, losses, causes of action and suits of all kinds and descriptions, whether filed or unfiled, that arise out of or relate in any way to the PAGA Letter, the PAGA Claim and or the Complaint. (“**Released Claims**”). Plaintiff expressly waives the rights provided under California Civil Code Section 1542, which states that:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

Plaintiff understands the significance and consequences of a California Civil Code Section 1542 waiver, and understands that she hereby waives all claims, known or unknown, suspected or unsuspected against Defendants. Plaintiff alone shall assume full responsibility for any damages or losses caused by this waiver

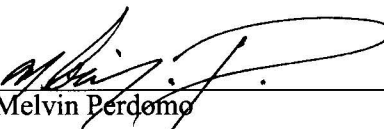
14. Upon approval by the court of this PAGA Agreement, each Aggrieved Employee shall fully release and forever discharge the Released Parties from the PAGA Claims as alleged in the Complaint and in the PAGA Letter for penalties, interest, and any other form of relief or remedy in law or equity pursuant to Labor Code § 2699, et seq., for the period of January 19, 2020 through the date the Court approves this PAGA Agreement.
15. Plaintiff and Defendants agree that this PAGA Agreement is admissible for the purposes of proving up and or enforcing the terms of the parties’ agreement, as set forth in this PAGA Agreement, pursuant to California Evidence Code Section 1123 and California Code of Civil Procedure Section 664.6.
16. Plaintiff and Defendants agree that except as otherwise stated in this Agreement, they shall bear their own respective costs and fees, including, but not limited to, attorney’s fees in connection with the Complaint and the negotiation and execution of this PAGA Agreement.
17. The parties acknowledge that, except as expressly set forth in this PAGA Agreement, no representation of any kind or character has been made to induce the execution of this PAGA Agreement.

18. Plaintiff represents that Plaintiff has not transferred or assigned, or purported to transfer or assign, to any person or entity, any claim described in this PAGA Agreement. Plaintiff agrees to indemnify and hold Defendants and the other Released Parties harmless against any loss or liability whatsoever, including reasonable attorney's fees and costs caused by Plaintiff's transfer or assignment any claim described in this PAGA Agreement to any person or entity.
19. Plaintiff represents and warrants that no other person or entity has or has had any interest in the matters covered by this PAGA Agreement, and that Plaintiff has the sole right and exclusive authority to execute this PAGA Agreement and receive the sums specified in it; and that Plaintiff has not sold, assigned, transferred, conveyed or otherwise disposed of any claims, demands, obligations, or causes of action released in and through this PAGA Agreement. This PAGA Agreement shall be binding upon Plaintiff, Plaintiff's heirs, administrators, representatives, executors, successors, and assigns, and shall inure to the benefit of the Defendants, and each of them, and to their heirs, administrators, representatives, executors, successors and assigns.
20. This PAGA Agreement shall be governed by and interpreted under the laws of the State of California applicable to contracts made and to be performed entirely within such State.
21. This PAGA Agreement sets forth the entire agreement between the parties and fully supersedes any and all prior agreements and understandings between the parties pertaining to the subject matter of this PAGA Agreement. The parties agree that no change to or modification of this PAGA Agreement shall be valid or binding unless it is in writing and signed by each of the parties hereto.
22. The parties agree not to challenge this PAGA Agreement as illegal, invalid, or unenforceable. If any provision of this PAGA Agreement is determined to be invalid or unenforceable, that provision shall be severed from this PAGA Agreement and all of the other provisions shall remain valid and enforceable notwithstanding the severing of the unenforceable portion, unless the provision found to be unenforceable is of such material effect that this PAGA Agreement cannot be performed in accordance with the intent of the parties in the absence of that provision.
23. This PAGA Agreement is deemed to have been drafted jointly by the parties. Any uncertainty or ambiguity shall not be construed for or against any party, since all parties have participated in the negotiations and drafting of this PAGA Agreement.
24. This PAGA Agreement shall inure to the benefit of and be binding upon the heirs, representatives, successors and assigns of Plaintiff and Defendants. Each of the Released Parties who are not signatories to this PAGA Agreement is hereby agreed to be third party beneficiaries of this PAGA Agreement and shall be entitled to all rights, benefits and protections of this PAGA Agreement, and shall further be entitled to enforce this PAGA Agreement and each of its terms.

25. This PAGA Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Furthermore, signatures delivered via facsimile and or electronic mail transmission shall have the same force, validity and effect as the originals of the signatures.
26. Each party has had a full and complete opportunity to review this PAGA Agreement, and make suggestions or changes and seek legal advice. Accordingly, each party understands that this PAGA Agreement is deemed to have been drafted jointly by the parties and agrees that the common-law and California Civil Code Section 1654 principles of construing ambiguities against the drafter shall have no application hereto. It should be construed fairly and not in favor of or against one party as the drafter of that provision or this PAGA Agreement.

The parties knowingly and voluntarily sign this Private Attorneys General Settlement Agreement as of the date(s) set forth below.

Dated: May 13, 2022.



Melvin Perdomo

Dated: May __, 2022.

DNSG CROSS, LLC
a California limited liability company

By: _____
Shadi Gendi, its Managing Member

Dated: May __, 2022.

Shadi Gendi, an individual

Dated: May __, 2022.

Victor Vasquez, an individual

25. This PAGA Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Furthermore, signatures delivered via facsimile and or electronic mail transmission shall have the same force, validity and effect as the originals of the signatures.
26. Each party has had a full and complete opportunity to review this PAGA Agreement, and make suggestions or changes and seek legal advice. Accordingly, each party understands that this PAGA Agreement is deemed to have been drafted jointly by the parties and agrees that the common-law and California Civil Code Section 1654 principles of construing ambiguities against the drafter shall have no application hereto. It should be construed fairly and not in favor of or against one party as the drafter of that provision or this PAGA Agreement.

The parties knowingly and voluntarily sign this Private Attorneys General Settlement Agreement as of the date(s) set forth below.

Dated: May __, 2022.

Melvin Perdomo

Dated: May 26, 2022.

DNSG CROSS, LLC
a California limited liability company

By: 

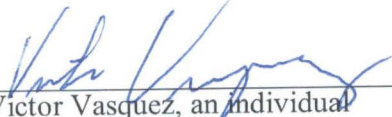
Shadi Gendi, its Managing Member

Dated: May 26, 2022.



Shadi Gendi, an individual

Dated: May 26, 2022.



Victor Vasquez, an individual

Approved as to form.

Dated: May __, 2022.

5/14/2022

NEPHTALAW

By: Nephtali Gonzales
ID owhwBK9PKVa4nHmcy5M3XHNT
Nephtali Gonzales, Esq.
Attorneys for Plaintiff

Approved as to form and to the provisions and obligations set forth in paragraphs 3 and 10-12

Dated: May 13, 2022.

GUERRA & CASILLAS LLP

By: Ruben Guerra
Ruben Guerra, Esq.
Attorneys for Plaintiff

Translation: I certify that I, Ruben Guerra, Esq., translated this document entitled, "Confidential Settlement Agreement and General Release of All Claims", from English to Spanish to MELVIN PERDOMO, and that MELVIN PERDOMO told me that he understood all terms contained herein before signing.

Dated: May 13, 2022.

Ruben Guerra
Ruben Guerra, Esq.

Reconocimiento: Yo, MELVIN PERDOMO, certificao que este documento titulado "Confidential Settlement Agreement and General Release of All Claims" ha sido traducio de Ingles al Expanol para mi, y yo reconozco que entitendo los terminus en el documento antes de firmarlo.

Fecha: 13 de mayo del 2022.

Melvin Perdomo
Melvin Perdomo

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PROOF OF SERVICE

1 Executed on June 1, 2022, at Los Angeles, California.

2 ☒ STATE: I declare under penalty of perjury under the laws of the State of California that
3 the foregoing is true and correct.

4 Luis Moreno

