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ARMANDO GARCIA

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Attorney for Defendants,
DON & TOD GRUBERGER DBA WORK BOOT WAREHOUSE,
DON GRUBERGER and TOD GRUBERGER

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

ARMANDO GARCIA, an individual;

Plaintiff,

vs.

DON & TOD GRUBERGER DBA WORK
BOOT WAREHOUSE, a business entity form
unknown; DON GRUBERGER, an individual;
TOD GRUBERGER, an individual; and DOES 1
through 100, inclusive;

Defendants.

CASE NO.: 21STCV11324

Assigned to: *Honorable William F. Fahey,*
Dept. 69

**STIPULATION BY ALL PARTIES FOR
ORDER APPROVING SETTLEMENT
PURSUANT TO CALIFORNIA LABOR
CODE PRIVATE ATTORNEYS'
GENERAL ACT AND ENTERING
JUDGMENT**

Complaint Filed: March 24, 2021

Plaintiff ARMANDO GARCIA ("Plaintiff") and Defendants DON & TOD GRUBERGER
DBA WORK BOOT WAREHOUSE, DON GRUBERGER and TOD GRUBERGER ("Defendants")

(collectively, “the Parties”), by and through their respective counsel of record, hereby stipulate as follows:

WHEREAS, on or about January 15, 2020, Plaintiff, by and through Plaintiff’s counsel, sent a notice to the California Labor Workforce Development Agency (“LWDA”) (the “PAGA Notice”) alleging that Defendants engaged in violations of the California Labor Code and California Wage Orders, seeking civil penalties pursuant to the California Labor Code Private Attorneys’ General Act (“PAGA”);

WHEREAS, on or about March 24, 2021, Plaintiff filed a Complaint in the California Superior Court for the County of Los Angeles entitled Armando Garcia v. Don & Tod Gruberger dba Work Boot Warehouse, et al. (the “Action”) alleging individual employment claims and a PAGA claim asserting that Defendants: (1) Failure to Pay Minimum Wage; (2) Failure to Compensate for All Hours Worked; (3) Failure to Pay Overtime Compensation; (4) Failure to Rest Period Compensation; (5) Failure to Pay Meal Period Compensation; (6) Failure to Furnish Accurate Wage and Hour Statements; (7) Failure to Pay Wages Upon Discharge; (8) Statutory Penalties; (9) Failure to Indemnify and Illegal Deductions from Wages; (10) Failure to Indemnify And Illegal Deductions From Wages; and (11) Violation of the Private Attorneys General Act of 2004;

Plaintiff’s Counsel shall prepare a stipulation or motion, if necessary, with a proposed order and/or stipulation for approval of this Settlement.

As required by California Labor Code Section 2699(1)(2), Plaintiff will cause this Agreement to be submitted to the LWDA at the same time that this Agreement is submitted to the Superior Court for approval.

WHEREAS, this Settlement shall become fully effective (“Effective Date”): if the LWDA does not object, the date the Superior Court gives approval of the settlement; or if the LWDA objects, the date when any objection or appeal is finally resolved.

The Parties acknowledge and agree that this Settlement is a compromise and settlement of disputed claims in the PAGA Lawsuit and that this Settlement is made and entered into without any admission of liability or wrongdoing of any kind whatsoever by Defendants, each of whom expressly deny and disclaim any liability or wrongdoing whatsoever. Accordingly, neither the execution of this

1 Settlement, its creation, the payment of any sum or consideration hereunder, nor the performance of
2 any obligation required by this Settlement is, or shall be construed as, an admission of wrongdoing or
3 liability on the part of Defendants. Additionally, neither the execution of this Settlement, its creation,
4 the payment of any sum or consideration hereunder, nor the performance of any obligation required
5 by this Settlement is, or shall be construed as an admission of the truth or accuracy of any allegation
6 made by Plaintiff or Plaintiff's counsel in the PAGA Lawsuit.

7 **WHEREAS**, the Settlement Period is defined to be from January 15, 2020 to the Effective
8 Date;

9 **WHEREAS**, for purposes of Plaintiff representative claims under PAGA, and for purposes of
10 the Action (as defined below) and this PAGA Agreement, the Agreement shall cover all current and
11 former non-exempt employees of Defendants who worked at Work Boot Warehouse ("WBWH") in
12 California during the Settlement Period. Such employees shall be collectively referred to herein as the
13 "Settlement Group." Each employee within the Settlement Group may be individually referred to
14 herein as a "Settlement Group Member."

15 The Parties will retain Phoenix Settlement Administrators for all purposes at a rate of
16 \$2,950.00, or another third-party settlement administrator mutually selected by the Parties and with
17 whom no Party has a financial interest or other relationship that could create a conflict of interest, to
18 act as the "Settlement Administrator" with respect to this Agreement.

19 The Settlement Administrator shall be responsible for establishing a qualified settlement fund
20 pursuant to 26 U.S.C. § 486B, making all payments required by this Agreement, handling all required
21 state and federal tax withholding and reporting related thereto to the extent necessary, and issuing all
22 appropriate tax forms to the Plaintiff, the Plaintiff Counsel, the Settlement Group, and the LWDA
23 resulting from the settlement payments under this agreement.

24 Any disputes concerning administration of the Agreement shall be submitted to mediator
25 Michael Young, Esq., an experienced and well-respected mediator, the mediator who facilitated the
26 negotiation of this Agreement. Mr. Young's ruling will be final. If Mr. Young is not available, the
27 dispute may be submitted to and resolved by the Superior Court. Any fees charged by Mr. Young shall
28 be shared equally by the parties at the time the dispute is submitted to Mr. Young.

1 **WHEREAS**, in consideration of, and subject to, the promises, terms, and conditions set forth
2 in this Agreement—including the releases set forth below—Defendants shall pay the gross sum of
3 Seventy-Five Thousand Dollars and 00/100 Cents (\$75,000.00) (the “Gross Settlement Amount”), in
4 the manner and method set forth in this Agreement, to fully, finally, and completely settle the PAGA
5 Lawsuit and the PAGA Representative Claims alleged therein on behalf of the Settlement Group,
6 including any and all associated claims for civil penalties, attorneys’ fees, and litigation costs and
7 expenses. Nothing in this Agreement shall require Defendants to pay, or make Defendants liable for,
8 more than the Gross Settlement Amount to fully, finally, and completely settle the PAGA Lawsuit and
9 all claims alleged therein.

10 **WHEREAS**, the Gross Settlement Amount shall consist of the following categories of
11 payments: an award of attorneys’ fees to the Plaintiff counsel in the PAGA Lawsuit, an award of
12 litigation costs and expenses to the Plaintiff counsel, a service award to Plaintiff, the payment of
13 settlement administration costs to the Settlement Administrator, and the payment of civil penalties to
14 the LWDA and the Settlement Group. Subject to approval by the Superior Court, these amounts shall
15 be paid and allocated as set forth below this Agreement.

16 **WHEREAS, Attorneys’ Fees Award**

17 A. Plaintiff’s attorneys in the PAGA Lawsuit — Sirmabekian Law Firm, PC
18 (“Plaintiff’s Counsel”) — may submit a combined application to the Superior Court for an award of
19 attorneys’ fees in an amount not to exceed the gross sum of Twenty-Five Thousand Dollars
20 (\$25,000.00) (the “Attorneys’ Fees Award”).

21 B. Any Attorneys’ Fees Award approved by the Superior Court will be paid by
22 Defendants out of the Gross Settlement Amount and shall constitute a full and complete satisfaction
23 of all claims Plaintiffs may have for attorneys’ fees arising out of the PAGA claims in the PAGA
24 Lawsuit through the Effective Date of this Agreement, including work not yet performed.

25 C. This Agreement is not contingent upon the Superior Court approving an
26 Attorneys’ Fees Award in an amount equal to the maximum amount authorized as mentioned above.
27 This Agreement shall remain fully effective and enforceable notwithstanding any decision by the
28

1 Superior Court to approve an Attorneys' Fees Award that is less than the amount authorized as
2 mentioned above or the amount requested by Plaintiff Counsel.

3 D. In the event that any portion of the Attorneys' Fees Award authorized as
4 mentioned above is not approved by the Superior Court, only the approved amount shall be paid, and
5 the payment of that amount shall constitute satisfaction of Defendants' obligations with respect to the
6 Attorneys' Fees Award. Additionally, the difference between the Attorneys' Fees Award authorized
7 by as mentioned above and the Attorneys' Fees Award approved by the Superior Court will become
8 part of the PAGA Penalties Fund (as defined below).

9 **WHEREAS, Litigation Costs Award**

10 A. PAGA Representatives' Counsel may submit an application to the Superior
11 Court for an award for reimbursement of litigation costs and expenses incurred by PAGA
12 Representatives' counsel in connection with the PAGA Claims in the PAGA Lawsuit that is currently
13 estimated not to exceed the combined gross sum of One Thousand Dollars (\$5,000.00) (the "Litigation
14 Costs Award").

15 B. Any Litigation Costs Award approved by the Superior Court will be paid by
16 Defendants out of the Gross Settlement Amount and shall constitute a full and complete satisfaction
17 of all claims Plaintiff may have for litigation costs and expenses arising out of the PAGA Claims in
18 the PAGA Lawsuit through the Effective Date of this Agreement, including litigation costs and
19 expenses not yet incurred.

20 C. This Agreement is not contingent upon the Superior Court approving a
21 Litigation Costs Award in an amount equal to the maximum amount authorized as mentioned above.
22 This Agreement shall remain fully effective and enforceable notwithstanding any decision by the
23 Superior Court to approve a Litigation Costs Award that is less than the amount authorized by as
24 mentioned above or the amount requested by PAGA Representatives' Counsel.

25 D. In the event that any portion of the Litigation Costs Award authorized as
26 mentioned above is not approved by the Superior Court, only the approved amount shall be paid, and
27 the payment of that amount shall constitute satisfaction of Defendants' obligations with respect to the
28 Litigation Costs Award. Additionally, the difference between the Litigation Costs Award authorized

1 as mentioned above and Litigation Costs Award approved by the Superior Court will become part of
2 the PAGA Penalties Fund.

3 **WHEREAS, Service Awards**

4 A. Plaintiff as the PAGA Representative may submit an application to the Superior
5 Court for PAGA Representative Service Awards not to exceed One Thousand Dollars (\$1,000.00) (the
6 "PAGA Representative Award").

7 B. The PAGA Representative Award approved by the Superior Court will be paid
8 by Defendants out of the Gross Settlement Amount and shall constitute a full and complete satisfaction
9 of all claims the PAGA Representative may have service award.

10 C. This Agreement is not contingent upon the Superior Court approving the PAGA
11 Representative Award in an amount equal to the maximum amount authorized by as mentioned above.
12 This Agreement shall remain fully effective and enforceable notwithstanding any decision by the
13 Superior Court to approve the PAGA Representative Award that is less than the amount authorized as
14 mentioned above or the amount requested by Plaintiff's Counsel, or to not approve any PAGA
15 Representative Award at all.

16 D. In the event that any portion of the PAGA Representative Award authorized by
17 as mentioned above is not approved by the Superior Court, only the approved amount shall be paid,
18 and the payment of that amount shall constitute satisfaction of Defendants' obligations with respect to
19 the PAGA Representative Award. Additionally, the difference between the PAGA Representative
20 Award authorized by as mentioned above and PAGA Representative Award approved by the Superior
21 Court will become part of the PAGA Penalties Fund.

22 **WHEREAS, Settlement Administration Costs**

23 A. Subject to approval by the Superior Court, a reasonable amount will be paid to
24 the Settlement Administrator out of the Gross Settlement Amount to cover the cost of the settlement
25 administration process ("Administration Costs"). If the actual cost of the settlement administration
26 process is less than the amount approved by the Superior Court, the balance will become part of the
27 PAGA Penalties Fund.

1 B. Any Settlement Administrative Costs approved by the Superior Court will be
2 paid out of the Gross Settlement Amount and shall constitute a full and complete satisfaction any
3 Settlement Administrative Costs.

4 C. This Agreement is not contingent upon the Superior Court approving
5 Administration Costs in an amount equal to the maximum amount authorized by as mentioned above.
6 This Agreement shall remain fully effective and enforceable notwithstanding any decision by the
7 Superior Court to approve Administration Costs in an amount that is less than the amount authorized
8 by as mentioned above.

9 D. In the event that any portion of the Administration Costs authorized by as
10 mentioned above is not approved by the Superior Court, no more than the approved amount shall be
11 paid to the Settlement Administrator out of the Gross Settlement Amount. Additionally, the difference
12 between the Administration Costs authorized by as mentioned above and the Administration Costs
13 approved by the Superior Court will become part of the PAGA Penalties Fund.

14 **WHEREAS**, the portion of the Gross Settlement Amount remaining after the Attorneys' Fees
15 Award, Litigation Costs Award, PAGA Representative Award and Settlement Administration Costs
16 are paid shall be designated the "PAGA Penalties Fund," from which payments deemed to constitute
17 a full and complete satisfaction of any and all claims in the PAGA Lawsuit for civil penalties under
18 PAGA shall be made. Subject to approval by the Superior Court, the PAGA Penalties Fund shall be
19 allocated and paid as follows:

20 A. Seventy-five percent (75%) of the PAGA Penalties Fund will be paid to the
21 LWDA for enforcement of California's labor laws, including the administration of PAGA, and for
22 education of employers and employees about their rights and responsibilities under the California
23 Labor Code.

24 B. Twenty-five percent (25%) of the PAGA Penalties Fund will be paid to the
25 Settlement Group, with each Settlement Group Member receiving a payment proportionate to the
26 number of pay periods he or she worked at WBWH in California during the Settlement Period relative
27 to the entire Settlement Group. Specifically, each Settlement Group Member's share of the PAGA
28 Penalties Fund (an "Individual Settlement Award") will be calculated as follows:

1 1) Each pay period during the Settlement Period that a non-exempt
2 employee of WBWH worked in California will be counted as a "Covered Pay Period."

3 2) The twenty-five percent (25%) portion of the PAGA Penalties Fund
4 payable to Settlement Group will be divided by the total number of Covered Pay Periods attributable
5 to the entire Settlement Group to yield a "Per Pay Period Rate."

6 3) For each Settlement Group Member, the Per Pay Period Rate will be
7 multiplied by the number of Covered Pay Periods attributable to the Settlement Group Member to
8 yield the Individual Settlement Award owed to that Settlement Group Member.

9 **WHEREAS**, Defendants materially represent that there exist approximately 4500 PAGA Pay
10 Periods from the beginning of the PAGA Period.

11 Defendants shall not be called upon or required to contribute additional monies other than the
12 Gross Settlement Amount stated above.

13 **WHEREAS**, the payments made to Settlement Group Members pursuant to this Agreement
14 shall not be utilized to calculate any additional benefits under any benefit plans to which any
15 Settlement Group Members may be eligible, including, but not limited to, any profit-sharing plans,
16 bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, or other
17 benefit plans available to the Settlement Group. It is the Parties' intention that this Agreement will not
18 affect any rights, contributions, or amounts to which any Settlement Group Members may be entitled
19 under any benefit plans.

20 **WHEREAS**, Taxability of Settlement Payments

21 i. The Attorneys' Fees Award and Litigation Costs Award shall be treated
22 as IRS Form 1099 income. Accordingly, the Settlement Administrator shall issue an IRS Form 1099
23 to Sirmabekian Law Firm, PC in connection with its Attorneys' Fees Award and Litigation Costs
24 Award.

25 ii. The seventy-five percent (75%) of the PAGA Penalties Fund payable to
26 the LWDA as set forth in this Agreement shall be deemed to consist entirely of civil penalties
27 recovered under PAGA and subject to treatment as IRS Form 1099 income. The Settlement
28 Administrator shall issue an IRS Form 1099 to the LWDA.

1 iii. Individual Settlement Awards shall be deemed to consist entirely of
2 civil penalties recovered under PAGA and subject to treatment as IRS Form 1099 income.
3 Accordingly, the Settlement Administrator shall issue an IRS Form 1099 to each Settlement Group
4 Member in connection with his or her Individual Settlement Award if it is \$600 or more.

5 **WHEREAS**, PAGA Representatives, PAGA Representatives' Counsel, the Settlement Group,
6 and applicable governmental authorities (including the LWDA) are solely responsible for all tax
7 obligations, including all reporting and payment obligations, attributable to them that may arise as a
8 consequence of this Agreement and the payment of the amounts set forth above. Neither Defendants
9 nor Defendants' attorneys make any express or implied promise, representation, or warranty regarding
10 the tax consequences or tax treatment under federal or state tax laws for any sum paid pursuant to this
11 Agreement.

12 **WHEREAS**, in consideration of the terms and conditions set forth in the PAGA Settlement
13 Agreement, the Parties agree to be bound to the terms and conditions set forth in the PAGA Settlement
14 Agreement, including that:

15 Within fifteen (15) calendar days of the Effective Date of this Agreement, Defendants will
16 provide the Settlement Administrator the entire Seventy-Five Thousand Dollars and 00/100 Cents
17 (\$75,000.00) Gross Settlement Amount. Defendants shall cause IRS Form 1099 to be issued to the
18 Settlement Administrator for the \$50,000.00 Gross Settlement Amount.

19 Within fourteen (14) calendar days of the funding of the Settlement, the Settlement
20 Administrator will issue the payments required as mentioned above in this Agreement to the
21 appropriate entities or persons.

22 **WHEREAS**, Payment of Individual Settlement Awards

23 i. Individual Settlement Awards will be paid in the form of a check
24 delivered to each Settlement Group Member at the last known address on file with Defendants or as
25 updated by the Settlement Administrator. Each Individual Settlement Award will be accompanied by
26 an explanatory letter reasonably agreed upon by the Parties.

27 ii. Individual Settlement Award checks will remain negotiable for 120
28 days after the date of their issuance (the "Check Stale Date"). Any Individual Settlement Award checks

1 that are not cashed, deposited, or negotiated after the Check Stale Date will be void and the amount of
2 those checks will be directed to the California State Controller for the deposit in the Unclaimed
3 Property Fund in the name of the employee.

4 iii. Any checks to the Settlement Group that are returned as undeliverable
5 on or before the Check Stale Date will be sent promptly via regular First-Class U.S. Mail to the
6 forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator
7 will promptly attempt to determine the correct address using a skip trace or other reasonable method
8 and will then perform a single remailing. Any Settlement Group Member who cannot be located after
9 the above procedures are followed will continue to be bound by this Agreement, but the funds
10 associated with his or her Individual Settlement Award will be directed to the California State
11 Controller for the deposit in the Unclaimed Property Fund in the name of the employee.

12 **WHEREAS**, upon the Effective Date, this settlement forever bars PAGA Representatives, the
13 LWDA, and any other representative, proxy, or agent thereof, including, but not limited to, any and
14 all allegedly aggrieved employees, for the period spanning January 15, 2020 through the Effective
15 Date, from pursuing any action under the California Labor Code Private Attorneys General Act of
16 2004 ("PAGA"), Labor Code §§ 2698, et seq., against Don and Tod Gruberger dba Work Boot
17 Warehouse, Don Gruberger and/or Tod Gruberger, and each and all of their past, present, and future
18 parents, affiliates, subsidiaries, divisions, predecessors, successors, managing members, divisions,
19 affiliates, affiliated entities, related entities, and assigns; the past, present, and future shareholders,
20 owners, officers, directors, board members, employees, agents, trustees, attorneys or legal
21 representatives, insurers, representatives, administrators, fiduciaries, beneficiaries, subrogees,
22 partners, partners, former and future spouse(s), children, and members of the foregoing; and/or any
23 other entity or individual which could be liable for the acts or omissions of Defendants (collectively,
24 the "Released Parties") based on or arising out of alleged violations of Labor Code sections alleged
25 in, or could have been alleged in, the PAGA Lawsuit through the end of the Settlement Period (the
26 "Released Claims).

27 Subject to a concurrently executed individual settlement agreement, and for the purpose of
28 implementing a full and complete release of claims, PAGA Representative expressly acknowledges

1 and agrees that the Release is intended to, and does, include and any all claims that Plaintiff did not
2 know or suspect to exist at the time of Plaintiff execution of this Agreement, regardless of whether
3 the knowledge of such claims, or the facts upon which they might be based, would have materially
4 affected the settlement of this matter or the terms of this Agreement. Accordingly, upon the Effective
5 Date, Plaintiff expressly, knowingly, and voluntarily waive any and all rights and benefits conferred
6 by California Civil Code section 1542, which states:

7 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
8 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR
9 SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF
10 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.

11 As a result, the Release shall be effective as a bar to each and every claim that Plaintiff may
12 have against Defendants and/or the Released Parties, whether or not they are currently known,
13 unknown, suspected, or unsuspected, upon any theory of law or equity now existing or coming into
14 existence in the future and without regard to any subsequent discovery or existence of different or
15 additional facts by Plaintiff. For avoidance of doubt, this Release does not apply to any workers
16 compensation claims that Plaintiff may have against the Released Parties.

17 **WHEREAS**, upon the later of the Superior Court's approval of this Agreement or the Effective
18 Date, and payment of all sums required by this Agreement, PAGA Representatives shall file a request
19 for dismissal of the Action in its entirety as to Defendants with prejudice. Pursuant to California Civil
20 Procedure Code Section 664.6, the Superior Court shall retain jurisdiction to enforce the terms of this
21 Agreement and any Stipulation for PAGA Settlement, unless the Court requires the entry of judgment,
22 in which case Plaintiff will seek entry of a Judgment per the terms of this Agreement.

23 The Parties have arrived at this Agreement after arm's-length negotiations by experienced
24 counsel facilitated by a full-day mediation with mediator Michael Young, Esq., an experienced and
25 well-respected mediator. Each of the Parties acknowledges, agrees, and believes that this Agreement
26 is a fair, adequate, and reasonable settlement of the PAGA Lawsuit. The Parties further acknowledge
27 that they are each represented by competent counsel and that they have had an opportunity to consult
28 with their counsel regarding the fairness and reasonableness of this Agreement. Each Party to this

1 Agreement agrees and represents that it has investigated the facts relevant to this Agreement, and all
2 matters pertaining thereto, to the full extent that each Party deems necessary.

3 **WHEREAS**, each Party represents and warrants that it has the right and authority to execute
4 this Agreement.

5 The Parties represent that they have not transferred or assigned, or purported to transfer or
6 assign, to any person or entity any portion of any liability, claim, demand, action, cause of action or
7 right herein released and discharged

8 **WHEREAS**, counsel for all Parties warrant and represent they are expressly authorized by the
9 Parties whom they represent to negotiate this Agreement and to take all appropriate action required or
10 permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms and to execute
11 any other documents required to effectuate the terms of this Agreement.

12 a) Each Party agrees that it will abide by this Agreement and use its best
13 efforts to do all such acts and to prepare, execute, and deliver all such documents as may be reasonably
14 required to carry out the stated objectives of this Agreement. The Parties and their counsel will
15 cooperate with each other to effect the implementation of the Agreement and will take all necessary
16 actions to obtain final approval of this Agreement by the Superior Court. If the Parties are unable to
17 reach agreement on the form or content of any document needed to implement the Agreement or on
18 any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the
19 Parties will submit the dispute to Mike Young, Esq., the mediator who facilitated the negotiation of
20 this Agreement, for final and binding resolution. If Mr. Young is not available, the Parties may seek
21 the assistance of the Superior Court to resolve their disagreement. Any fees charged by Mr. Young
22 shall be shared equally by the parties at the time the dispute is submitted to Mr. Young.

23 b) In order to facilitate the Superior Court's approval of this Agreement,
24 prior to the Effective Date, the Parties and their counsel agree that they will not (i) issue any press
25 releases or initiate any contact with the press, or (ii) respond to any press inquiry or have any
26 communication with the press about this Agreement except to state that this Agreement has been
27 entered into and submitted to the Superior Court for approval and that additional information may be
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1 found in the Superior Court's public records. In addition, in order to facilitate the Superior Court's
2 approve of this Agreement, prior to the Effective Date, PAGA Representatives' Counsel agrees not to
3 engage in any advertising or marketing (including, but not limited to, any postings on any websites
4 maintained by Counsel) specifying any material terms relating to the PAGA Lawsuit or this
5 Agreement. After the Effective Date, the parties and their respective counsel shall not be subject to
6 the foregoing restrictions

7 **WHEREAS**, in the event that the Superior Court does not approve the Settlement or the
8 Agreement does not become final for any other reason, this Settlement and any documents generated
9 to bring it into effect will be null and void and the Parties will be returned to their original respective
10 positions as though this Agreement had never been entered into at all.

11 Should any clause or provision of this Settlement be declared illegal or unenforceable, it shall
12 be modified as minimally necessary to be enforceable. If the provision cannot be modified to be
13 enforceable, such provision shall immediately become null and void, leaving the remainder of this
14 Agreement in full force and effect.

15 **WHEREAS**, this Settlement shall be governed in accordance with the laws of the State of
16 California. The Settlement shall be interpreted in accordance with the plain meaning of its terms and
17 shall not be strictly interpreted for or against any of the Parties to this Settlement. Given that all Parties
18 hereto had the opportunity to draft, review, and edit the language of this Settlement, the Parties
19 expressly waive the benefit of any legal principle or rule providing that in cases of uncertainty the
20 language of a contract should be interpreted against the Party who caused the uncertainty to exist.

21 Pursuant to California Code of Civil Procedure Section 664.6, the Superior Court shall retain
22 continuing jurisdiction over the PAGA Lawsuit and the Parties to the fullest extent necessary to
23 enforce and effectuate the terms and intent of this Settlement.

24 The Parties agree that this Settlement is admissible for the purposes of proving up and or
25 enforcing the terms of the Settlement, as set forth herein, pursuant to California Evidence Code Section
26 1123.

27 **WHEREAS**, this Settlement may not be modified, altered or changed, except by a written
28 instrument signed by either the Parties or their successors-in-interest or counsel for all Parties.

1 This Settlement will be binding upon, and inure to the benefit of, the Parties hereto and their
2 respective agents, employees, representatives, officers, directors, parents, subsidiaries, assigns, heirs,
3 executors, administrators, insurers, and successors in interest.

4 The Parties acknowledge that, except as expressly set forth herein, no representation of any
5 kind or character has been made to induce the execution of this Settlement.

6 **WHEREAS**, this Settlement may be executed in one or more counterparts, each of which shall
7 be deemed an original, but all of which together shall constitute one and the same instrument.
8 Signatures sent by facsimile transmission or scanned e-mail transmission have the same force, validity,
9 and effect as original signatures.

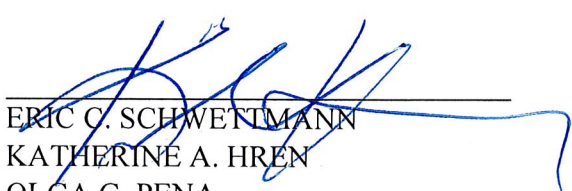
10 This Settlement sets forth the entire agreement between the Parties, and supersedes any prior
11 agreements, contracts, or understandings between the Parties as to the subject matter hereof

12 **NOW THEREFORE**, the Parties jointly request that the Court approve the PAGA Settlement
13 set forth in the PAGA Settlement Agreement and enter judgment according to its terms.

14 DATED: 6/14, 2022

BALLARD ROSENBERG GOLPER & SAVITT, LLP

17 By:

18 
ERIC C. SCHWETTMANN
19 KATHERINE A. HREN
20 OLGA G. PENA
Attorneys for Defendants

22 DATED: 6/14, 2022

SIRMABEKIAN LAW FIRM PC

26 By:

27 
SARKIS SIRMABEKIAN
28 Attorney for Plaintiff

PROOF OF SERVICE
(§ 1013a, 2015.5 C.C.P.)

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I am a citizen of the United States of America; I am over the age of eighteen years and not a party to the within entitled action; my business address is: 3435 Wilshire Boulevard, Suite 1710, Los Angeles, California 90010.

On the below-indicated date, I served the following document:

**STIPULATION BY ALL PARTIES FOR ORDER APPROVING SETTLEMENT
PURSUANT TO CALIFORNIA LABOR CODE PRIVATE ATTORNEYS' GENERAL ACT
AND ENTERING JUDGMENT**

on the interested parties in said action by placing:

___X___ a true and correct copy,

and addressed as set forth on the attached Service List and delivered by one or more of the means set forth below:

☒ **BY ELECTRONIC SERVICE IN LIEU OF SERVICE BY MAIL, EXPRESS MAIL, OVERNIGHT DELIVERY, OR FACSIMILE TRANSMISSION:** In accordance with California Code of Civil Procedure section 1010.6, I caused the document to be sent to the person(s) below at the e-mail address(es) listed below.

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

EXECUTED: June 24, 2022
 At Los Angeles, California

Grigor Gregg Sirmabekhian
Grigor Gregg Sirmabekhian

[SERVICE LIST ON THE FOLLOWING PAGE]

SERVICE LIST

Eric C. Schwettmann, Esq. [SBN 188784] Katherine A. Hren, Esq. [SBN 210110] Olga Pena, Esq. [SBN 307927] BALLARD ROSENBERG GOLPER & SAVITT, LLP 15760 Ventura Boulevard, 18th Floor Encino, California 91436 Email: eschwettmann@brgslaw.com Email: khren@brgslaw.com Email: opena@brgslaw.com Email: tsadler@brgslaw.com	<i>Attorneys for Defendants DON AND TOD GRUBERGER PARTNERS DBA WORK BOOT WAREHOUSE, DON GRUBERGER, and TOD GRUBERGER</i>
Labor and Workforce Development Agency ("LWDA") Department of Industrial Relations Attn. PAGA Administrator 1515 Clay Street, Suite 801 Oakland, CA 94612	<i>Labor and Workforce Development Agency ("LWDA") filed/ served online at:</i> https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html