

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement,” “Settlement,” or “Settlement Agreement”) is made by and between Plaintiffs Crystal Gutierrez Torres (“Plaintiff Torres”) and Pedro Garcia Chavez (“Plaintiff Chavez”) (collectively, “Plaintiffs”), on behalf of themselves and on behalf of the State of California and all PAGA Settlement Group Members (as defined below), on the one hand, and Defendant Vander-Bend Manufacturing, Inc. (“Defendant”), on the other (Plaintiffs and Defendant are collectively referred herein as, the “Parties”, and individually as a “Party”), subject to the approval of the Court in accordance with California Labor Code section 2699(1)(2), upon and subject to the following terms and conditions.

I. DEFINITIONS

Unless otherwise defined herein, the following terms used in this Agreement shall have the meanings ascribed to them as set forth below:

- A. “Actions” means the civil actions titled *Crystal Gutierrez Torres v. Vander-Bend Manufacturing, Inc.* (the “Torres Action”), pending before the Superior Court of the State of California, for the County of San Bernardino (the “Court”), Case No. CIVSB2114767, and *Pedro Garcia Chavez v. Vander-Bend Manufacturing, Inc.* (the “Chavez Action”), pending before the Superior Court of the State of California, for the County of Santa Clara, Case No. 21CV382769.
- B. “Agreement,” “Settlement” or “Settlement Agreement” means this PAGA Settlement Agreement.
- C. “Complaints” means the Representative Action filed by Plaintiff Torres in the Torres Action on June 9, 2021 (“Torres Complaint”), and the Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. filed by Plaintiff Chavez in the Chavez Action on June 7, 2021 (“Chavez Complaint”).
- D. “Court” means the Superior Court for the State of California, County of San Bernardino.
- E. “Cover Letter” means the Cover Letter, substantially in the form attached hereto as “**Exhibit A.**”
- F. “Covered Pay Periods” means the number of pay periods each PAGA Settlement Group Member worked during the Covered Period.
- G. “Covered Period” means the period of time from March 31, 2020 through March 31, 2022.
- H. “Defendant” means Vander-Bend Manufacturing, Inc.
- I. “Effective Date” means the date upon entry of the Order and Judgment.

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- J. "Defendant's Counsel" means Diana M. Estrada of Wilson Elser Moskowitz Edelman & Dicker LLP.
- K. "LWDA" means the California Labor and Workforce Development Agency.
- L. "LWDA Payment" means the seventy-five percent (75%) portion of the Net Settlement Amount to be paid to the LWDA under the Settlement Agreement.
- M. "Net Settlement Amount" means the amount from the Total Settlement Amount that is available for distribution as Settlement Shares to PAGA Settlement Group Members and the LWDA Payment to the LWDA after deduction for (i) the Representative Plaintiffs' Payments, (ii) the Plaintiffs' Counsels Fees and Expenses Payment, and (iii) the Settlement Administration Costs.
- N. "Order and Judgment" means the Order Granting Approval of Settlement and Entering Final Judgment entered by the Court.
- O. "PAGA" means the Private Attorneys General Act of 2004, California Labor Code section 2698 *et seq.*
- P. "PAGA Released Claims" means any and all claims under PAGA that are pled in the Notices to the LWDA and Operative Complaint, or which could have been pled under PAGA based on the factual allegations in the Notices to the LWDA and Operative Complaint, that arose during the Covered Period, including but not limited to, for failure to pay minimum, regular, and overtime, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to provide compliant and accurate wage statements, failure to maintain complete and accurate payroll records, failure to reimburse necessary business-related expenses and costs, and for violations of Labor Code sections Labor Code sections 201-204, 206, 210, 221, 226, 226.3, 226.7, 510, 512, 551, 552, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, 2698, 2699.3, and 2699.5, the Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 1-2001, 4-2001, 7-2001, and 9-2001.
- Q. "PAGA Settlement Group Members" means current and former non-exempt employees of Defendant in California who worked for Defendant at any time during the Covered Period.
- R. "Plaintiffs" means Crystal Gutierrez Torres and Pedro Garcia Chavez.
- S. "Plaintiffs' Counsel" means Kevin Mahoney and Berkeh Alemzadeh of Mahoney Law Group, APC and Edwin Aiwazian, Arby Aiwazian, and Joanna Ghosh of Lawyers for Justice PC.
- T. "Plaintiffs' Counsel Fees and Expenses Payment" means attorneys' fees for Plaintiffs' Counsel's litigation and resolution of the Actions and all actual costs

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incurred and to be incurred by Plaintiffs' Counsel in the Actions, as set forth in Section III.F below.

- U. "Released Parties" means Defendant and its present and former parents, subsidiaries owners, members, affiliates and their respective officers, directors, employees, representatives, insurers, and agents, and any other successors, assigns and legal representatives and its related persons and entities.
- V. "Representative Plaintiffs' Payments" means the special payments made to Plaintiffs to compensate them for initiating and pursuing the Actions, as set forth in Section III.G below.
- W. "Settlement Administrator" means the settlement administrator proposed by the Parties and appointed by the Court to administer the Settlement. The Parties have agreed to propose Phoenix Class Action Settlement Administrators to serve in this capacity.
- X. "Settlement Administration Costs" means the costs payable from the Total Settlement Amount, subject to Court approval, to the Settlement Administrator for administering the Settlement, as set forth in Section III.D below.
- Y. "Settlement Share" means the *pro rata* portion of the twenty-five percent (25%) of the Net Settlement Amount allocable to each PAGA Settlement Group Member as provided by this Agreement.
- Z. "Total Settlement Amount" means the total amount to be paid by Defendant as provided by this Agreement. The Total Settlement Amount is seven-hundred fifty thousand dollars (\$750,000.00). The Total Settlement Amount will cover (i) all Settlement Shares to PAGA Settlement Group Members, (ii) the LWDA Payment, (iii) the Representative Plaintiffs' Payments, (iv) the Plaintiffs' Counsels Fees and Expenses Payment, and (v) the Settlement Administration Costs.

II. FACTUAL BACKGROUND

- A. On March 31, 2021, Plaintiff Torres served a letter to the LWDA and Defendant in accordance with the requirements of Labor Code section 2699.3, to notify the LWDA of alleged violations by Defendant of California Labor Code sections 201-204, 206, 210, 221, 226, 226.3, 226.7, 510, 512, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2802 and 2698 *et seq.*, for alleged failure to properly pay employees all wages, provide meal and rest periods, and provide accurate itemized wage statements ("Torres LWDA Notice"). The LWDA declined to investigate the alleged violations, and Plaintiff Torres subsequently initiated the Torres Action.
- B. On April 2, 2021, Plaintiff Chavez served a letter to the LWDA and Defendant in accordance with the requirements of Labor Code section 2699.3, to notify the LWDA of alleged violations by Defendant of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1,

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1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Orders 2-2001, 4-2001, 7-2001, and 9-2001. for alleged failure to properly pay employees minimum and overtime wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during and after employment and pay associated waiting-time penalties, provide complaint wage statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses (“Chavez LWDA Notice”). The LWDA declined to investigate the alleged violations, and Plaintiff Torres subsequently initiated the Chavez Action. The Torres LWDA Notice and Chavez LWDA Notice are collectively referred to as the “Notices to the LWDA.”

- C. On June 7, 2021, Plaintiff Chavez filed a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. (i.e., Chavez Complaint). The Chavez Complaint asserts a single cause of action for civil penalties under PAGA, for violations of multiple provisions of the California Labor Code and applicable Industrial Welfare Commission Wage Orders.
- D. On June 9, 2021, Plaintiff Torres filed a Representative Action complaint (i.e. Torres Complaint).
- E. The Parties agree that Plaintiff Torres shall seek to amend the operative pleading in the Torres Action by filing a First Amended Representative Action (“First Amended Complaint” or “Operative Complaint”) against Defendant, adding Plaintiff Chavez as a named plaintiff and to include the claims alleged in the Chavez Action, and implement the Settlement.
- F. In the Actions, Plaintiffs seek civil penalties under PAGA on behalf of themselves and the PAGA Settlement Group Members for the alleged violations of California’s Labor Code.
- G. Prior to mediation, the Parties engaged in informal discovery. Defendant supplied Plaintiffs with employee time and payroll data, which Plaintiffs’ Counsel reviewed and analyzed.
- H. On November 15, 2021, the Parties participated in a mediation presided over by Hon. Carl J. West. During the mediation, each side, represented by its respective counsel, recognized the risk of adverse results in the Actions. While the Parties did not settle at mediation, with the continued assistance of the mediator, the Parties and agreed to settle the Actions, and all other matters covered by this Agreement pursuant to the terms and conditions of this Agreement.
- I. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that Plaintiffs’ claims in the Action have merit or that they have any liability to Plaintiffs or the PAGA Settlement Group Members on those claims, or as an admission by Plaintiffs that Defendant’s defenses in the Actions have merit.

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III. SETTLEMENT TERMS AND CONDITIONS

- A. **Non-Admission.** Nothing in this Settlement nor the acts to be performed or judgment to be entered pursuant to the terms of the Settlement shall be construed to be an admission by Plaintiffs that their claims do not have merit or by Defendant of any liability or wrongdoing as to Plaintiffs, PAGA Settlement Group Members or any other person. Defendant specifically disclaims any such liability or wrongdoing. Defendant denies the allegations in the Actions and specifically denies that it has committed any misconduct, statutory or regulatory violation, wrongdoing, or any other actionable conduct of any kind. The Parties have entered into this Settlement with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses and risks. This Settlement and any related court documents or orders are not and may not be cited or admitted as evidence of liability.
- B. **Total Settlement Amount.** Subject to the terms and conditions of this Agreement and Court approval, the Total Settlement Amount is seven hundred fifty thousand dollars (\$750,000.00). The Total Settlement Amount will cover (i) all Settlement Shares to PAGA Settlement Group Members, (ii) the LWDA Payment, (iii) the Representative Plaintiffs' Payments, (iv) the Plaintiffs' Counsel Fees and Expenses Payment, and (v) the Settlement Administration Costs. If the actual number of PAGA Settlement Group Members is more than ten percent (10%) more than nine hundred seventy-seven (977) from March 31, 2020, through March 31, 2022 (i.e., more than 1,074 total PAGA Settlement Group Members during the period referenced), the Total Settlement Amount shall be increased proportionally (i.e., the Total Settlement Amount will increase 11% if the total PAGA Settlement Group Members threshold referenced herein is exceeded by 11%). The settlement is non-reversionary, such that the entire Total Settlement Amount will be disbursed.
- C. **Net Settlement Amount.** The Parties agree that the following amounts should be subtracted from the Total Settlement Amount, if approved by the Court, resulting in a Net Settlement Amount to distribute to the LWDA and PAGA Settlement Group Members: (1) Settlement Administration Costs; (2) Plaintiffs' Counsel Fees and Expenses Payment; and (3) Representative Plaintiffs' Payments.
- D. **Settlement Administration Costs.** The Settlement Administrator will pay to itself out of the Total Settlement Amount its reasonable fees and expenses as approved by the Court, and not to exceed ten thousand dollars (\$10,000.00).
- E. **LWDA Payment.** The Settlement Administrator shall pay to the LWDA seventy-five percent (75%) of the Net Settlement Amount.
- F. **Plaintiffs' Counsel Fees and Expenses Payment.** Defendant will not oppose Plaintiffs' Counsel's request for the total, maximum amount of two-hundred fifty thousand dollars (\$250,000.00) for attorneys' fees (1/3 of the Total Settlement Amount) and expenses not to exceed fifty thousand dollars (\$50,000.00) from the Total Settlement Amount. The Settlement Administrator will issue to Plaintiffs'

Counsel a Form 1099 with respect to the awarded Plaintiffs' Counsel Fees and Expenses Payment. With respect to the Plaintiffs' Counsel Fees and Expenses Payment, the Settlement Administrator may purchase an annuity to utilize United States Treasuries and bonds or other attorney fee deferral vehicles, for Plaintiffs' Counsel. Any additional expenses for the purchase of an annuity or other attorney fee deferral vehicles by the Settlement Administrator will be paid separately and solely by Plaintiffs' Counsel and will not be included within the Settlement Administration Costs. Defendant and Defendant's counsel shall not be liable for any expenses associated with the purchase of any such annuity or other attorney fee deferral vehicle by the Settlement Administrator.

- G. **Representative Plaintiffs' Payments.** In addition to their Settlement Shares, Plaintiffs will apply to the Court for Representative Plaintiffs' Payments of not more than seven thousand five hundred dollars (\$7,500.00) to each of the Plaintiffs with a total of fifteen thousand dollars (\$15,000.00). Defendant will not oppose the Representative Plaintiffs' Payments. The Settlement Administrator will pay the Representative Plaintiffs' Payment approved by the Court out of the Total Settlement Amount. If the Court approves the Representative Plaintiffs' Payments of less than fifteen thousand dollars (\$15,000.00), the remainder will be retained in the Net Settlement Amount. Tax deductions and withholdings will not be taken from the Representative Plaintiffs' Payments, and instead a Form 1099 will be issued to Plaintiffs with respect to this payment.
- H. **Settlement Shares to PAGA Settlement Group Members.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will allocate Settlement Shares from the Net Settlement Amount to the PAGA Settlement Group Members based upon their Covered Pay Periods. One hundred percent (100%) of all Settlement Shares will be considered penalties and will not be subject to local, state or federal payroll tax withholdings. A Form 1099 will be issued to each PAGA Settlement Group Member for his/her Settlement Share.
- I. **Appointment of Settlement Administrator.** The Parties have agreed to propose Phoenix Class Action Settlement Administrators as an acceptable Settlement Administrator to resolve disputes in connection with the calculation of Settlement Shares in accordance with the Settlement; distribute Settlement Shares and other payments due under the Settlement; and otherwise administer the Settlement. The Settlement Administrator's duties will include preparing, printing, and mailing the Cover Letter to the PAGA Settlement Group Members; conducting a National Change of Address search and using Accurant and other reasonable and cost-effective skip trace methods to locate any PAGA Settlement Group Member whose Cover Letter was returned by the U.S. Postal Service as non-deliverable, and re-mailing the Cover Letter to the PAGA Settlement Group Member's new address; issuing the checks to effectuate the payments due under the Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Settlement Administrator will have the final authority to resolve all disputes concerning the calculation of a PAGA Settlement Group Member's Settlement Share, subject to the dollar limitations set forth in this Agreement. The Settlement Administrator's

reasonable fees and expenses, including the cost of printing and mailing the Cover Letter, will be paid out of the Total Settlement Amount. The Parties and their counsel each represent that they do not have any financial interest in the Settlement Administrator that could create a conflict of interest.

J. Procedure for Approving the Settlement.

1. Motion for an Order Approving the Settlement.

a. The Parties will cooperate in seeking approval of the Settlement, including Plaintiffs filing a Motion for an Order Approving the Settlement Agreement (the "Motion").

b. Pursuant to PAGA, on the date the Parties file the Motion, Plaintiffs will submit this Agreement to the LWDA.

c. At the hearing on the Motion, the Parties will jointly appear and will support the granting of the Motion,

d. Should the Court decline to approve all material aspects of the Settlement or order material changes to the Settlement to which the Parties do not agree, the Parties will meet and confer to address the Court's concerns and determine whether resolution of the Actions can be obtained in a manner consistent with the Court's concerns. If no agreement can be reached, the Settlement will be null and void and the Parties will have no further obligations under it. However, an award by the Court of lesser amounts than sought for the Representative Plaintiffs' Payments and/or Plaintiffs' Counsel Fees and Expenses Payment will not be considered a material change to the Settlement.

2. **No Right to Opt Out or Object.** The Parties agree there is no statutory right for any PAGA Settlement Group Member to object, opt out or otherwise exclude himself or herself from the Settlement. The Parties further agree there is no right or opportunity for any PAGA Settlement Group Member to appeal the approval of the Settlement by the Court. The Parties further agree that a PAGA Settlement Group Member's recovery under this Settlement does not act to preclude claims not encompassed within the PAGA Released Claims.

3. **PAGA Settlement Package to PAGA Settlement Group Members.** After the Court enters the Order and Judgment, every PAGA Settlement Group Member will be provided with the Cover Letter and a check for their Settlement Share (together, "PAGA Settlement Package").

a. Within twenty-one (21) calendar days after the Order and Judgment is signed, Defendant will provide to the Settlement Administrator the full names, last known addresses and telephone numbers, Social Security numbers, and Covered Pay Periods of all PAGA Settlement Group

Members ("PAGA Settlement Group Members List"). The Settlement Administrator shall keep this information confidential and not disclose it to Plaintiffs' Counsel or any third parties.

b. To calculate each PAGA Settlement Group Member's Settlement Share, the Settlement Administrator shall: (i) for each PAGA Settlement Group Member, divide the number of Compensable Pay Periods he or she individually worked by the total aggregate number of Compensable Pay Periods worked by all PAGA Settlement Group Members, and then (ii) multiply this amount by the 25% portion of the Net Settlement Amount to arrive at each PAGA Settlement Group Member's Settlement Share.

c. Within ten (10) business days after receipt of the Total Settlement Amount and PAGA Settlement Group Members List, the Settlement Administrator will send a Cover Letter and a check for their Settlement Share (i.e., their PAGA Settlement Package) to each PAGA Settlement Group Member. The Settlement Administrator will mail this information to all identified PAGA Settlement Group Members, using the mailing address information provided by Defendant in the PAGA Settlement Group Members List, unless modified by any updated address information that the Settlement Administrator obtains in the course of administration of the Settlement. In the event of returned or non-deliverable PAGA Settlement Packages, the Settlement Administrator will make reasonable efforts to locate PAGA Settlement Group Members and re-send the PAGA Settlement Packages.

d. If a PAGA Settlement Package is returned because of an incorrect address, the Settlement Administrator will promptly, and not later than ten (10) calendar days from receipt of the returned PAGA Settlement Package, search for a more current address for the PAGA Settlement Group Member using Accurant and other reasonable and cost-effective skip trace methods, and re-mail the PAGA Settlement Package to the PAGA Settlement Group Member. The Settlement Administrator will use the PAGA Settlement Group Members List and otherwise work with Defendant to find a more current address.

4. **Submission of Judgment.** Plaintiffs shall submit a copy of the Order and Judgment and a copy of any other order providing for or denying an award of civil penalties within ten (10) calendar days after entry of the Order and Judgment, in compliance with Section 2699(1)(3) of the California Labor Code. The Order and Judgment will be made available to the LWDA and PAGA Settlement Group Members through the Settlement Administrator's website for a period of one (1) year following entry.
5. **Waiver of Right to Appeal.** Provided that the Order and Judgment is consistent with the material terms of this Agreement, Plaintiffs, Defendant, and their respective counsel hereby waive any and all rights to appeal from

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the Order and Judgment, including all rights to any post-judgment proceeding and appellate proceeding, such as a motion to vacate judgment, a motion for new trial, and any extraordinary writ, and the Order and Judgment therefore will become non-appealable at the time it is entered. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings or post-judgment proceedings. This paragraph does not preclude Plaintiffs or Plaintiffs' Counsel from appealing from a refusal by the Court to award the Plaintiffs' Counsel Fees and Expenses Payment sought by them. If an appeal is taken, the time for consummating the Settlement (including making payments under the Settlement) will be suspended until such time as their appeal is finally resolved and the Order and Judgment becomes final.

6. **Vacating, Reversal, or Material Modification of Judgment on Appeal or Review.** If, after a notice of appeal or a petition for *certiorari* or review, or any other motion, petition, or application, the reviewing court vacates, reverses, or modifies the Order and Judgment such that there is a material change to the Settlement, and that court's decision is not completely reversed and the Order and Judgment is not fully affirmed on review by a higher court, then either Plaintiffs or Defendant will have the right to void the Settlement, which the Party must do by giving written notice to the other Party, the reviewing court, and the Court not later than thirty (30) calendar days after the reviewing court's decision vacating, reversing, or materially modifying the Order and Judgment becomes final. A vacation, reversal, or modification of the Court's award of the Representative Plaintiffs' Payments and/or Plaintiffs' Counsel Fees and Expenses Payment will not constitute a vacating, reversal, or material modification of the Order and Judgment within the meaning of this paragraph, although Plaintiffs or Plaintiffs' Counsel have the right to appeal from any refusal by the Court to award the Plaintiffs' Counsel Fees and Expenses Payment sought by them.
7. **Timing of Settlement Payments.** Within ten (10) calendar days after the Effective Date, the Settlement Administrator will provide Defendant with wire transfer information. Within ten (10) calendar days after the Settlement Administrator provides Defendant with wire transfer information, Defendant will transfer the Total Settlement Amount to the Settlement Administrator via wire transfer. Within ten (10) business days after receipt of the Total Settlement Amount and PAGA Settlement Group Members List, the Settlement Administrator will make the following payments from the Total Settlement Amount: the LWDA Payment to the LWDA; the Representative Plaintiffs' Payments to Plaintiffs; Plaintiffs' Counsel Fees and Expenses Payment to Plaintiffs' Counsel; and the Settlement Administration Costs to itself.
8. **Uncashed Settlement Share Checks.** A PAGA Settlement Group Member must negotiate his or her Settlement Share check within one hundred eighty (180) calendar days after it is mailed to him or her. If a check is returned to

the Settlement Administrator, the Settlement Administrator will make all reasonable efforts to re-mail it to the PAGA Settlement Group Member at his or her correct address. If any PAGA Settlement Group Member's Settlement Share check is not negotiated within one hundred twenty (120) calendar days after its last mailing to the PAGA Settlement Group Member, the Settlement Administrator will send the PAGA Settlement Group Member a letter or postcard informing him or her that unless the check is negotiated in the next sixty (60) calendar days, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed. If a PAGA Settlement Group Member fails to negotiate the check for his or her Settlement Share within one hundred eighty (180) calendar days after it is mailed to him or her, the funds shall be distributed by the Settlement Administrator to the State Controller's Office Unclaimed Property Division in the PAGA Settlement Group Member's name.

K. Release and Waiver of Claims.

1. **PAGA Settlement Group Members.** As of the Effective Date and full funding of the Total Settlement Amount, Plaintiffs and the State of California with respect to all PAGA Settlement Group Members fully release the Released Parties from the Released Claims.
2. **Waiver of Rights under California Civil Code Section 1542.** Additionally, Plaintiffs expressly waive and relinquish the provisions, rights and benefits of section 1542 of the California Civil Code, which reads:

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.

- L. **No Effect on Other Benefits.** The payments to PAGA Settlement Group Members will not result in any additional benefit payments (such as 401(k) or bonus) beyond those provided by this Agreement to Plaintiffs or the PAGA Settlement Group Members, and they will be deemed to have waived all such claims, whether known or unknown by them.
- M. **Confidentiality Preceding Approval.** Prior to filing of the Motion, Plaintiffs will not issue any press or other media releases or have any communication with the press or media or anyone other than financial advisors, retained experts, the LWDA and vendors related to settlement administration, regarding the Settlement. This section does not bar Plaintiffs' Counsel from carrying out their duties as counsel to Plaintiffs for the LWDA. Nothing in this Agreement shall limit Plaintiffs' Counsel's ability to discuss the terms of the Settlement with the Court, State of California, or PAGA Settlement Group Members nor restrict Plaintiffs' Counsel

from including publicly available information regarding this Settlement in future judicial submissions regarding Plaintiffs' Counsel's qualifications and experience.

N. Miscellaneous Terms.

1. No Admission of Liability.

- a. Defendant denies that it has engaged in any unlawful activity, has failed to comply with the law in any respect, or has any liability to anyone under the claims asserted in the Actions. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission of liability or wrongdoing by Defendant, or an admission by Plaintiffs that any of their claims were non-meritorious or any defense asserted by Defendant was meritorious. This Settlement and the fact that Plaintiffs and Defendant were willing to settle the Actions will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with the Settlement).
 - b. Whether or not the Order and Judgment becomes final, nothing in the Settlement, any document, statement, proceeding or conduct related to the Settlement, or any reports or accounting of those matters, will be (i) construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Defendant or any other Released Parties, including, but not limited to, evidence of a presumption, concession, indication or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession or damage; or (ii) disclosed, referred to or offered in evidence against any of the Released Parties, in any further proceeding in the Actions, or any other civil, criminal or administrative action or proceeding except for purposes of effectuating the Settlement.
 - c. This section and all other provisions of this Agreement may be admitted in evidence and otherwise used in any and all proceedings to enforce any or all terms of this Agreement, or in defense of any claims released or barred by this Agreement.
- 2. Integrated Agreement.** After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibits will constitute the entire agreement between the Parties relating to the settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any Party concerning this Agreement or its exhibits other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibits.

3. **Attorney Authorization.** Plaintiffs' Counsel and Defendant's Counsel each warrant and represent that they are authorized by their respective clients to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to affect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties will seek the assistance of the mediator, and in all cases all such documents, supplemental provisions and assistance of the Court will be consistent with this Agreement. No attorney for any Party is a Party to this Agreement and will not be liable for any Party's breach of any of the terms of this Agreement.
4. **Modification of Agreement.** This Agreement, and any and all parts of it, may be amended, modified, or changed, only by an express written instrument signed by all Parties or their counsel, subject to approval by the Court.
5. **Agreement Binding on Successors.** This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
6. **Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law principles or choice of law principles.
7. **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
8. **Fair Settlement.** The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, current and potential.
9. **Headings.** The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
10. **Notice.** All notices, demands or other communications given under this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, addressed as follows:

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To Plaintiffs:

Kevin Mahoney, Esq.
Berkeh Alemzadeh, Esq.
MAHONEY LAW GROUP, APC
249 East Ocean Boulevard, Suite 814
Long Beach, CA, 90802
Telephone: (562) 590-5550
Facsimile: (562) 590-8400
kmahoney@mahoney-law.net
balem@mahoney-law.net

Edwin Aiwazian, Esq.
LAWYERS FOR JUSTICE, PC
410 Arden Ave Suite 203
Glendale, CA 91203
Telephone: (818) 619-2080
Facsimile: (818) 265-1021
edwin@calljustice.com

To Defendant:

Diana M. Estrada, Esq.
WILSON ELSEER MOSKOWITZ EDELMAN & DICKER LLP
555 S. Flower Street, Suite 2900
Los Angeles, CA 90071-2407
Telephone: (213) 443-5100
Facsimile: (213) 443-5101
Diana.Estrada@wilsonelser.com

11. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts. All executed counterparts and each of them will be deemed to be one and the same instrument provided that counsel for the Parties will exchange between themselves original signed counterparts. Facsimile and electronic signatures will be accepted as the original signatures. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
12. **Interim Stay of Proceedings.** The Parties agree to stay all proceedings in the Actions, including with respect to California Code of Civil Procedure section 583.310, except such proceedings necessary to implement and complete the Settlement, pending the approval of the Settlement to be conducted by the Court.

IV. EXECUTION BY PARTIES

The Parties hereby execute this Agreement.

Dated: _____, 2023
8/28/2023

CRYSTAL GUTIERREZ TORRES

DocuSigned by:

Crystal Gutierrez Torres

05/23/2023

Dated: _____, 2023

PEDRO GARCIA CHAVEZ

Pedro Chavez

Dated: _____, 2023

VANDER-BEND MANUFACTURING, INC.

By: _____

[NAME]

[TITLE]

Approved as to form and content.

Dated: _____, 2023

MAHONEY LAW GROUP, APC

By: _____

Kevin Mahoney, Esq.

Berkeh Alemzadeh, Esq.

Dated: May 30, 2023

LAWYERS FOR JUSTICE, PC

By: _____

Edwin Aiwarzian, Esq.

Joanna Ghosh, Esq.

Alexandra Rose, Esq.

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IV. EXECUTION BY PARTIES

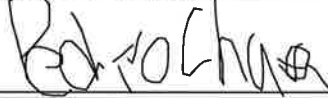
The Parties hereby execute this Agreement.

Dated: _____, 2023

CRYSTAL GUTIERREZ TORRES

05/23/2023
Dated: _____, 2023

PEDRO GARCIA CHAVEZ



Dated: _____, 2023

VANDER-BEND MANUFACTURING, INC.

By: _____

[NAME]

[TITLE]

Approved as to form and content.

Dated: 28, 2023

MAHONEY LAW GROUP, APC

By: _____

Kevin Mahoney, Esq.

Berkeh Alemzadeh, Esq.

Dated: May 30 2023

LAWYERS FOR JUSTICE, PC

By: _____

Edwin Aiwarzian, Esq.

Joanna Ghosh, Esq.

Alexandra Rose, Esq.

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Dated: 8/28, 2023

WILSON ELSEY MOSKOWITZ EDELMAN &
DICKER, LLP

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PAGA SETTLEMENT AGREEMENT