

SETTLEMENT AGREEMENT AND GENERAL RELEASE OF CLAIMS

This Settlement Agreement and General Release of Claims ("Settlement" or "Agreement") is made by and between Plaintiff Humberto Carlos Lozano ("Plaintiff") and Defendants Beverly Hills Properties, LLC and Rochelle Sterling, individually and as Trustee of the Sterling Family Trust and dba Beverly Hills Properties (hereinafter in all capacities "Sterling" and/or "Defendants"). Plaintiff and Defendants may also be referred to collectively as "the Settling Parties" or "Parties" or distinctly as a "Settling Party" or "Party."

RECITALS

A. THE LAWSUIT

Plaintiff and others have filed two lawsuits against Sterling in the Superior Court for the State of California, County of Los Angeles. The first said lawsuit was filed June 23, 2021 and assigned case number 21STCV23407 and is entitled *Dean Segal, et al. v. Beverly Hills Properties, LLC, et al.* and alleges violations of the Private Attorney General Act, California Labor Code § 2698 et seq. (the "PAGA Lawsuit"). The second said lawsuit was filed September 16, 2021 and assigned case number 21STCV34228 and is entitled *Dean Segal, et al. v. Beverly Hills Properties, LLC, et al.* and alleges various violations of the California Labor Code and other general claims for wrongful termination (the "Retaliation Lawsuit"). The PAGA and Retaliation Lawsuits are referred to collectively as "the Lawsuits".

B. DENIAL OF LIABILITY

Sterling denies Plaintiff's allegations in the Lawsuits in their entirety. Plaintiff acknowledges that Sterling denies all wrongdoing alleged in the PAGA and Retaliation Lawsuits and further acknowledges that Sterling is not admitting any liability by or through this agreed Settlement.

C. SETTLEMENT

The Settling Parties desire to avoid further litigation and to settle all claims now existing between them including those related to and alleged by Plaintiff in the PAGA and Retaliation Lawsuits, conditional upon the Court's approval of Plaintiff's settlement and dismissal of his individual claims with prejudice in the PAGA Lawsuit pursuant to California Labor Code § 2699(l) and dismissal of his claims in the Retaliation Lawsuit with prejudice. The Parties, through their counsel, acknowledge that they have engaged in negotiations and settlement discussions, including through formal mediation and in good faith, and they have voluntarily agreed that, in exchange for the payment of a certain sum and other agreed consideration between them, including Plaintiff's release of all claims against Sterling, and the Court's enforceable approval of settlement of Plaintiff's claims in the PAGA Lawsuit, to settle and eliminate all claims by Plaintiff against Sterling, including as alleged by him in the PAGA Lawsuit, the Retaliation Lawsuit, and otherwise as generally released herein below.

TERMS AND CONDITIONS OF AGREEMENT

In consideration of the terms and conditions of this Agreement as set forth below, the adequacy of which is hereby acknowledged, and in light of the circumstances outlined in the Recitals, which are incorporated fully herein by this reference, and in order to fully settle all claims of Plaintiff against Sterling in the Lawsuits and otherwise, it is agreed as follows:

1.0 SETTLEMENT PAYMENT

1.1 Conditional Settlement and Payment. In consideration of the executed terms and conditions of this Agreement, including the Court's valid and enforceable finding of approval of the settlement of Plaintiff's claims in the PAGA Lawsuit and Plaintiff's dismissal of his individual claims in both Lawsuits with prejudice, the sum of Twenty Thousand Dollars (\$20,000.00) (the "Settlement Funds") shall be paid by Sterling in the form of three (3) checks as follows:

(a) one check for alleged damages, penalties, and interest made payable to "Humberto Carlos Lozano" in the amount of ten thousand five hundred and two dollars and forty nine cents (\$10,502.49), subject to the issuance of an IRS Form 1099;

(b) another, second check in the amount of four thousand eight hundred and eighty three dollars and seventy six cents (\$4,883.76) made payable to "Alami Law Group", for the payment of Plaintiff's counsel's attorneys' fees and costs, which will be subject to the issuance of a separate IRS 1099 form, and which will be mailed to 620 Newport Center Drive, Suite 1100, Newport Beach, California 92660; and

(c) a third check in the amount of four thousand six hundred and thirteen dollars and seventy five cents (\$4,613.75) made payable to "Law Office of Daniel J. Hyun" for the payment of Plaintiff's counsel's attorneys' fees and costs, which will be subject to the issuance of a separate IRS 1099 form, and which will be mailed to 1100 West Town & Country Road, Suite 1250, Orange, California 92868.

The Settlement Funds shall only be due and owing upon the condition of the Court's final and enforceable order of approval Plaintiff's settlement of the PAGA Lawsuit pursuant to California Labor Code § 2699(l), and shall be payable no later than seven (7) days after issuance of the Court's Order approving Plaintiff's settlement and dismissal of his individual claims in the PAGA Lawsuit and Retaliation Lawsuit with prejudice. One Hundred Dollars (\$100.00) of the Settlement Funds will be allocated to the settlement of Plaintiff's individual PAGA claims with 75% of the funds to be paid to the Labor and Workforce Development Agency ("LWDA") pursuant to Labor Code 2699(i). Plaintiff's Counsel is responsible for making payment to the LWDA after the Settlement Funds are received by Plaintiff and his Counsel.

1.1 Conditions Precedent. The Settling Parties acknowledge and agree that all obligations and rights under this Settlement Agreement, including payment of the Settlement Funds and the entry of dismissal, shall be conditional upon, and excused in the absence of, the Court's final and enforceable finding and Order approving Plaintiff's settlement of his claims in

the PAGA Lawsuit. In the event that the Court declines to approve said PAGA Settlement by Plaintiff or enter its Order for same, or if that Order is later challenged and overturned, this Settlement Agreement and all provisions thereof, including all payment and dismissal obligations, shall be null and void.

1.2 Acknowledgment of Good Faith and Cooperation for PAGA Lawsuit Court Approval. The Settling Parties acknowledge that this Agreement is fair, reasonable, and adequate; and that it was negotiated at arm's length and in good faith. They further agree that Plaintiff, in his sole discretion, shall determine and propose the amount of the Settlement Funds to be allocated under PAGA for payment to the LWDA. The Settling Parties further acknowledge and agree that Plaintiff, forthwith, and at his sole cost, shall prepare, apply for, and obtain the Court's approval of Plaintiff's Settlement of his PAGA claims and proposed allocation of the Settlement Funds to the LWDA in the PAGA Lawsuit. Defendant shall support and not challenge that application or its proposed terms, and both parties shall otherwise cooperate and reasonably assist one another in obtaining and upholding the Court's approval and Order approving Plaintiff's PAGA Lawsuit settlement.

2.0 PLAINTIFF'S RELEASE OF CLAIMS

2.1 Plaintiff's Release. Except for the contractual rights and obligations created by this Agreement, and to the fullest extent permitted by law, Plaintiff, individually and on behalf of his successors, assigns, heirs, estates, executors, administrators, agents, representatives, and attorneys, and each of them, voluntarily, irrevocably, unconditionally, and generally releases, acquits, and forever discharges the Sterling Defendants, and their successors, assigns, heirs, estates, executors, administrators, spouses, agents, representatives, partners, attorneys, insurers, parents, subsidiaries, affiliates, officers, owners, directors, members, shareholders, trustees and beneficiaries (collectively "Defendant Releasees"), and each of them, from any and all charges, complaints, claims, promises, agreements, controversies, suits, demands, costs, losses, debts, actions, causes of action, damages, judgments, obligations, liabilities, and expenses of whatever kind and character, known or unknown, suspected or unsuspected, including any claims for attorneys' fees and costs, which Plaintiff now has, owns, holds, or claims to have owned or held, or may have had, owned, or held, or may claim to have, own, or hold against Defendant Releasees, or any of them, including but not limited to any events that are alleged or have occurred in connection with or related to Plaintiff's relationship and interaction with Defendant Releasees, including any employment relationship; the cessation of any employment; or any acts of Defendant Releasees including without limitation, any and all claims that are, have or could have been asserted in the Lawsuits, any claims that in any way relate to the facts and circumstances alleged in the Lawsuits, including any alleged violation of any federal, state or other governmental statute, regulation or ordinance, and any wage and hour statutory obligation, including without limitation:

- (1) The Civil Rights Acts of 1866, 1964, and 1991, as amended;
- (2) 42 U.S.C. § 1981;
- (3) The California Fair Employment and Housing Act;
- (4) § 503 of the Rehabilitation Act of 1973;
- (5) The Fair Labor Standards Act (including the Equal Pay Act);

- (6) The California and United States Constitutions;
- (7) The California Labor Code and Division of Labor Standards Enforcement;
- (8) The California Business and Professions Code;
- (9) The Employment Retirement Security Act, as amended;
- (10) The California Family Rights Act;
- (11) The Americans with Disabilities Act;
- (12) The Family Medical Leave Act;
- (13) The California Government Code;
- (14) The Age Discrimination in Employment Act;
- (15) The California Wage Orders;
- (16) The Immigration Reform and Control Act;
- (17) California Occupational Safety and Health Act, or Federal equivalent;
- (18) The National Labor Relations Act;
- (19) The Worker Adjustment and Retraining Notification Act; and
- (20) The Consolidated Omnibus Budget Reconciliation Act ("COBRA").

This general release in all respects has been voluntarily and knowingly executed with the express intention of effecting the legal consequences provided in the California Civil Code § 1541, that is, the extinguishment of all pre-existing obligations by Settling Defendants to Plaintiff, including those herein designated.

2.2 No Unnamed Third Party Beneficiaries. This Agreement is made for the sole protection and benefit of the Settling Parties and their Releasees (as those persons and entities are defined above). Except as provided by law, including pursuant to Cal. Code of Civ. Proc. §§ 877 and 877.6, this Agreement is not intended to and shall not confer upon any person or entity other than the Settling Parties and their Releasees any rights or remedies, and no other person or entity shall have any right of action under this Agreement as a third-party beneficiary or otherwise.

2.3 Waiver of Rights Under Cal. Civil Code Sect. 1542. Plaintiff agrees that all of his rights under Section 1542 of the Cal. Civil Code that are related or in any manner incidental to the matters encompassed by this Agreement are hereby expressly waived. Section 1542 provides as follows:

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 MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

2.4 Acknowledgment. The Settling Parties agree that the terms of settlement herein stated constitute a complete compromise of matters involving disputed issues of law and fact between them. The Settling Parties expressly and voluntarily assume the risk that the facts or law may be other than they presently believe. It is understood and agreed by the Settling Parties that the settlement is a compromise of doubtful and disputed claims, and that no portion

of the terms of the settlement shall be construed as an admission of liability by a Party hereto.

3.0 WAIVER OF COSTS AND FEES

The Settling Parties agree that each Settling Party will bear its/her/his own attorneys' fees and costs incurred in connection with this Agreement and the Lawsuits. By signature on this Agreement, the Settling Parties and their attorney(s) waive any claim that they may have to attorneys' fees and costs against the other party or parties to this Agreement.

4.0 DISMISSAL OF THE LAWSUITS AS TO PLAINTIFF WITH PREJUDICE

In consideration of the foregoing, and subject to the same conditions set forth above, including the Court's approval of Plaintiff's settlement of the PAGA Lawsuit, no later than five (5) days after the approval and dismissal with prejudice of the individual PAGA settlement and dismissal with prejudice of the Retaliation Lawsuit, Plaintiff's counsel shall deliver to Sterling's counsel a conformed copy of the fully executed Request For Dismissal with Prejudice of all claims and causes of action alleged by Plaintiff against Defendant Sterling in the Retaliation Lawsuit and stipulation and signed order dismissing Plaintiff's individual PAGA claims with prejudice in the PAGA Lawsuit in the form attached hereto as Exhibits A and B.

5.0 COVENANTS REGARDING LIENS

5.1 Plaintiff agrees and acknowledges that it is his sole and exclusive obligation to satisfy all liens, bonds, conditional payments, contingency fees, debts, rights of subrogation, and/or any other claims or actions asserted against him and/or the proceeds of this settlement, whether now known or unknown, including, but not limited to any liens by any attorney or non-workers' compensation insurer or health care provider and including Medical, Medicare and Medicaid.

5.2 Plaintiff further agrees to release Defendant Releasees from any liens, bonds, debts, rights of subrogation, and/or any other claims or actions asserted against him and/or the proceeds of this settlement by anyone claiming by, through, or under Plaintiff, whether now known or unknown, including any attorney or non-workers' compensation insurer or health care provider.

6.0 NO PRIOR ASSIGNMENT; NO PAST OR PRESENT LITIGATION

Plaintiff represents that (i) Plaintiff has the sole right and exclusive authority to execute this Agreement; and (ii) Plaintiff has not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations or causes of the Lawsuits referred to in this Agreement to any other person or entity. Plaintiff further represents that, with the exception of the Lawsuits, he has not filed against Sterling Releasees any claim covered by the release set forth in Paragraph 2.1 above with any state, federal or local agency or court, or any grievance review body, arbitration panel, or other tribunal.

7.0 REVOCATION PERIOD

7.1 Plaintiff has been informed that he has the right to take twenty-one (21) calendar days from the date of receipt of this Agreement to consider this Agreement and/or to consult with his attorney(s) before signing it. Plaintiff may sign this Agreement prior to the expiration of the twenty-one (21) day consideration period.

7.2 Plaintiff shall have seven (7) calendar days from the date he signs this Agreement to revoke this Agreement. Revocation must be made by delivering a written notice of revocation to the attention of Defendant's counsel: Klinedinst PC, Attn: Greg A. Garbacz, 777 S. Figueroa, Suite 4000, Los Angeles, California 90017, no later than seven (7) calendar days after execution of this Agreement by Plaintiff. This Agreement shall not become effective in the event that Plaintiff revokes the Agreement within the seven (7) day revocation period.

8.0 NOTICE

All notices hereunder shall be sent by email and regular mail, addressed as follows (or at such other addresses as the Parties may respectively give notice of hereafter):

If to Plaintiff, to:

David Alami
Alami Law Group
620 Newport Center Drive, Suite 1100
Newport Beach, CA 92660
Email: David@AlamiLawGroup.com

and to:

Daniel J. Hyun
Law Offices of Daniel J. Hyun
1100 W. Town and Country Road, Suite 1250
Orange, CA 92868
Email: DH@DanielHyunLaw.com

If to Defendant(s), to:

Greg A. Garbacz
Klinedinst PC
777 S. Figueroa Street, Suite 4000
Los Angeles, CA 90017
Email: GGarbacz@KlinedinstLaw.com

and to:

Doug Walton, Esq.
9441 Wilshire Blvd., Penthouse
Beverly Hills, CA 90212
Email: DWalton@bhprop.com

9.0 VOLUNTARY AND INFORMED EXECUTION

The Settling Parties each represent that they have relied upon the advice of their attorneys of record only, who are the attorney of that Settling Party's own choice, concerning the legal and other consequences of this Agreement, that the terms of this Agreement have been completely read and explained to each Settling Party by their attorney, and that the terms of this Agreement are fully understood and voluntarily accepted by each Settling Party.

10.0 SCOPE OF AGREEMENT

The Settling Parties understand and agree that, upon the occurrence of the conditions set forth herein, including the requirement that the Court issue its Order approving of Plaintiff's settlement of his claims in the PAGA Lawsuit, this Agreement shall bind them individually as well as binding their successors, assigns, heirs, estates, executors, administrators, agents, representatives and attorneys, and inures to the benefit of the respective Settling Party and his, her or its Releasees.

11.0 GOVERNING LAW & VENUE

The Settling Parties agree that the laws of the State of California govern the terms and enforceability of this Agreement, with exclusive venue to be Los Angeles County. The Settling Parties further agree that the Court shall retain jurisdiction, pursuant to CCP § 664.6, as to any disputes between them concerning the interpretation or enforcement of this Agreement. As to any such dispute, the prevailing party shall be awarded his/her/its reasonable attorneys' fees and costs.

12.0 ENTIRE AGREEMENT

The Settling Parties agree that this Agreement constitutes the entire agreement between them concerning the scope of the settlement of Plaintiff's claims in the Lawsuits and the related release of claims and that this Agreement supersedes any and all prior oral or written agreements and understandings on such issues. No warranty, representation, condition, understanding, or agreement of any kind with respect to the subject hereof shall be relied upon by the Settling Parties unless incorporated herein. No other agreement, statement, or promise made by one Settling Party to another as to any matter addressed in this Agreement shall be binding or valid. This Agreement cannot be orally modified. Any amendment or modification to this Agreement must be in writing, signed by the Settling Parties and their attorneys. Notwithstanding any other provision contained herein, this Agreement may be pled as a thorough and complete defense to, and may be used as the basis for an injunction against any action, suit, or other proceeding which may be instituted, prosecuted, or attempted in breach of the provisions contained in this Agreement.

13.0 COOPERATION AND EXECUTION

The Settling Parties agree to cooperate with one another and to take such actions as are reasonably necessary to effectuate this Agreement at no cost to the other. They agree that this

Agreement may be executed in counterparts, each of which may be comprised of original signatures, or copies or facsimiles thereof, but all of which, together, shall constitute the same Agreement, and in pleading or proving any provision of the Agreement, it shall not be necessary to produce more than one such counterpart.

14.0 INTERPRETATION AND ENFORCEMENT

Any captions in this Agreement are inserted for convenience of reference and do not define, describe, or limit the scope or intent of this Agreement or any of its terms.

No inference, assumption, or presumption shall be drawn from the fact that a Party or her, his, or its attorney prepared and/or drafted this Agreement.

The failure of any Settling Party to insist upon strict adherence to any term of this Agreement on any occasion shall not be deemed a waiver or deprive any Settling Party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement. Any waiver must be in writing signed by the Settling Party granting the waiver, and must expressly state that it is a waiver of such provision of this Agreement.

Should any provision of this Agreement be declared or be determined by any court of competent jurisdiction to be illegal, invalid, or unenforceable, the legality, validity, or enforceability of the remaining parts, terms, or provisions, shall not be affected, and the illegal, unenforceable, or invalid part, term, or provision shall be deemed not part of this Agreement.

This Agreement shall become effective upon its execution by the Settling Parties and the occurrence of the conditions precedent set forth herein.

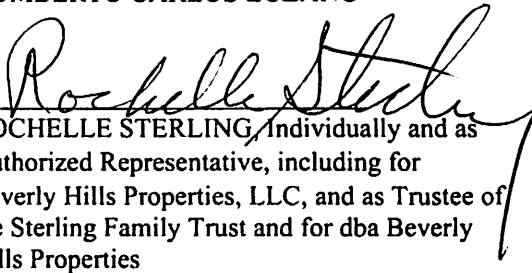
The undersigned acknowledges and affirms having read the foregoing Settlement Agreement and Release of Claims and knowing the contents thereof, and are effecting this Settlement and executing this Agreement after having had the opportunity to obtain legal advice from counsel, and sign the same as their own free act.

May 5, 2022
Dated: _____, 2022



Humberto Carlos Lozano (May 5, 2022 18:55 PDT)
HUMBERTO CARLOS LOZANO

Dated: May 18, 2022



ROCHELLE STERLING, Individually and as
Authorized Representative, including for
Beverly Hills Properties, LLC, and as Trustee of
the Sterling Family Trust and for dba Beverly
Hills Properties

20792949.1

EXHIBIT A

David Alami, Esq. (SBN 314628)
david@alamilawgroup.com
ALAMI LAW GROUP
620 Newport Center Drive, Suite 1100
Newport Beach, CA 92660
Telephone: (949) 922-1834

Attorneys for Plaintiffs DEAN SEGAL,
SEAN DOUGLAS, ALBERTO CARLOS, and
JUAN CUEVAS

[Additional Plaintiffs' Counsel on following page]

Greg A. Garbacz, Esq., SBN 167007
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ltoutant@klinedinstlaw.com

KLINEDINST PC
2 Park Plaza, Suite 1250
Irvine, California 92614
(714) 542-1800 / FAX (714) 542-3592

Attorneys for Defendants BEVERLY HILLS
PROPERTIES, LLC AND ROCHELLE STERLING, ET AL.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

DEAN SEGAL, an individual; SEAN
DOUGLAS, an individual; ALBERTO
CARLOS, an individual; and JUAN CUEVAS,
an individual, on behalf of themselves and all
other aggrieved employees,

Plaintiffs,

vs.

BEVERLY HILLS PROPERTIES, LLC, a
California limited liability company;
ROCHELLE STERLING, individually and in
her capacity as TRUSTEE OF THE STERLING
FAMILY TRUST DBA BEVERLY HILLS
PROPERTIES; and DOES 1 through 25
inclusive,

Defendants.

CASE NO.: 21STCV23407

*Assigned for all purposes to the
Hon. Kristin S. Escalante*

Dept.: 24

**JOINT STIPULATION FOR COURT
APPROVAL OF SETTLEMENT OF
ACTION FILED PURSUANT TO PAGA
AS TO SPECIFIC PLAINTIFFS
ALBERTO CARLOS AND JUAN
CUEVAS; [PROPOSED] ORDER**

Action Commenced: June 23, 2021

Trial Date: None set

1 Daniel J. Hyun (SBN 309184)
2 dh@danielhyunlaw.com
3 LAW OFFICE OF DANIEL J. HYUN
4 1100 West Town and Country Road, Suite 1250
5 Orange, California 92868
6 Telephone: (949) 596-4782
7 Facsimile: (949) 528-2596

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Attorneys for Plaintiffs DEAN SEGAL,
SEAN DOUGLAS, ALBERTO CARLOS, and
JUAN CUEVAS

Two of four named Plaintiffs -- ALBERTO CARLOS and JUAN CUEVAS (collectively "Plaintiffs") -- and Defendants BEVERLY HILLS PROPERTIES, LLC and ROCHELLE STERLING, individually and in her capacity as TRUSTEE OF THE STERLING FAMILY TRUST and DBA BEVERLY HILLS PROPERTIES (collectively "Defendants") (collectively, Plaintiffs and Defendants are referred to as the "Parties"), by and through their respective counsel of record, have settled the claims between them and, pursuant thereto hereby enter into the following stipulation for court approval of the settlement of Plaintiffs' action filed pursuant to the Private Attorneys General Act of 2004 ("PAGA") as follows:

WHEREAS, on June 23, 2021, Plaintiffs (and others) filed a PAGA complaint in the Los Angeles County Superior Court, seeking civil penalties, attorneys' fees, and costs predicated on Defendants' alleged violations of the California Labor Code sections 98.6, 201-203, 204, 206, 210, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1102.5, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2698, *et seq.*, 2800, 2802, 6310, 6311, 6400, 6401, 6401.7, 6402, and 6403;

WHEREAS, the Parties have executed settlement agreements releasing Plaintiffs' individual claims against Defendants, including their individual PAGA claims ("Settlement Agreements"). Attached hereto as "**Exhibit 1**" is a true and correct copy of Plaintiff Alberto Carlos' settlement agreement. Attached hereto as "**Exhibit 2**" is a true and correct copy of Plaintiff Juan Cuevas' settlement agreement;

WHEREAS, the Settlement Agreements provide for the following basic terms in relation to this PAGA lawsuit and these Plaintiffs:

- A total settlement amount of \$200.00 (\$100.00 per Plaintiff) ("Gross Settlement Fund");
- A Net Settlement Fund in the amount of \$200, 75 percent of which, or \$150 shall be paid to the California Labor & Workforce Development Agency ("LWDA"), and 25 percent, or \$50 shall be distributed equally to Plaintiffs employed by Defendants;
- Release by Plaintiffs and the LWDA of any and all claims for civil penalties that could have been assessed upon and collected from the Released Parties under PAGA, based on the factual allegations in the Complaint, including purported violations of California Labor Code sections 98.6, 201-203, 204, 206, 210, 226, 226.3, 226.7, 510, 512, 558, 558.1,

1 1102.5, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2698, *et seq.*, 2800, 2802, 6310,
2 6311, 6400, 6401, 6401.7, 6402, and 6403, arising during the PAGA Period, from the
3 alleged failure to pay for all wages, including minimum, straight time, and overtime wages
4 for all hours worked in violation of California Labor Code sections 510, 1194, 1194.2,
5 1197 and 1198, and applicable IWC Wage Orders; failure to provide compliant meal
6 periods in violation of California Labor Code sections 226.7 and 512, and section 11 of the
7 applicable IWC wage order; failure to provide compliant rest periods in violation of Labor
8 Code section 226.7 and section 12 of the applicable IWC wage order; failure to provide
9 compliant wage statements pursuant to California Labor Code sections 226 and 226.3;
10 failure to timely pay wages during employment in violation of California Labor Code
11 section 204 and upon termination/separation pursuant to California Labor Code sections
12 201, 202, 203 and 210; failure to maintain accurate records in violation of Labor Code
13 sections 1174 and 1174.5, failure to reimburse necessary business expenses pursuant to
14 California Labor Code sections 2800 and 2802; failure to maintain safe workplace pursuant
15 to Cal/OSHA pursuant to California Labor Code sections 6400, 6401, 6401.7, 6402, and
16 6403; and retaliation for legally protected complaints regarding unsafe working conditions
17 pursuant to California Labor Code sections 98.6, 1102.5, 6310, and 6311;

18 WHEREAS, the Parties' proposed settlements have been submitted to the LWDA.
19 Attached hereto as "**Exhibit 3**" is a true and correct copy of the confirmation of receipt of the
20 Settlement Agreements from the LWDA; and

21 WHEREAS, the Parties and their respective counsel believe that this settlements are fair,
22 reasonable, and adequate including because Plaintiffs' damages are alleged to arise primarily from
23 their whistleblower, retaliation, and wrongful termination allegations and the Court has broad
24 discretion in reducing any PAGA penalties pursuant to Labor Code section 2699(e)(2).

25 NOW THEREFORE, IT IS HEREBY STIPULATED by the Parties through the
26 undersigned counsel that the Parties agree and jointly request that the Court enter the attached
27 [PROPOSED] ORDER approving the settlements.

28 SO STIPULATED.

1 Dated: May 13, 2022

ALAMI LAW GROUP
LAW OFFICE OF DANIEL J. HYUN

3 By



4 David Alami
5 Daniel J. Hyun
6 Attorneys for Plaintiffs ALBERTO CARLOS
7 and JUÁN CUEVAS

KLINEDINST PC

8
9 DATED: May 13, 2022

By:



10 Linda Toutant
11 Greg. A. Garbacz
12 Attorneys for Defendants
13 Beverly Hills Properties, LLC and Rochelle
14 Sterling

[PROPOSED] ORDER

The operative Complaint ("Complaint") in the captioned lawsuit contains a single claim for relief under the Private Attorneys General Act ("PAGA") based on alleged violations of California Labor Code §§ 98.6, 201-203, 204, 206, 210, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1102.5, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2698, *et. seq.*, 2800, 2802, 6310, 6311, 6400, 6401, 6401.7, 6402, and 6403, and including but not limited to section 11 of the applicable IWC Wage Order, in relation to alleged violations of those predicate statutes on behalf of, among others, Plaintiffs ALBERTO CARLOS and JUAN CUEVAS (collectively "Plaintiffs") as against Defendants BEVERLY HILLS PROPERTIES, LLC and ROCHELLE STERLING, individually and in her capacity as TRUSTEE OF THE STERLING FAMILY TRUST and DBA BEVERLY HILLS PROPERTIES (collectively "Defendants") (collectively Plaintiffs and Defendants are referred to as the "Parties")..

The Parties have reached a settlement as between them. The Court, having considered the Parties' Settlement Agreements (Exhs. 1 and 2) and the above Joint Stipulation for Court Approval of Settlement of Action Filed Pursuant to PAGA as to Specific Plaintiffs Alberto Carlos and Juan Cuevas ("Stipulation") pursuant to Labor Code § 2699(1), and good cause appearing, HEREBY ORDERS THE FOLLOWING:

1. Based on Labor Code § 2699, and the California Supreme Court's opinions in *Arias v. Superior Court*, 46 Cal. 4th 969 (2009), and *Iskanian v. CLS Transportation Los Angeles, LLC*, 59 Cal. 4th 348 (2014), Plaintiffs can seek PAGA civil penalties on behalf of the State of California and each Plaintiff on an individual basis, without seeking penalties on behalf of other aggrieved employees, obtaining class certification, or meeting the requirements of class certification (i.e. numerosity, typicality, commonality and adequacy). As such, the usual two-step preliminary and final approval process is not required.

2. In a settlement of a PAGA action brought by an aggrieved employee, the court must "review and approve" the settlement. Labor Code § 2699(1)(2).

3. The PAGA penalties sought as part of the Settlement Agreement are approved. Plaintiffs, by and through their Counsel, have satisfied the standards and applicable requirements

1 for approval of settlement of a claim for penalties brought under the PAGA. Defendants shall pay
2 a total of \$200 for such penalties. Pursuant to Labor Code § 2699(i), that amount shall be divided,
3 with 75% (\$150) being paid to the California Labor Workforce Development Agency, and the
4 remaining 25% (\$50) being allocated to Plaintiffs.

5 4. Plaintiffs and the LWDA (to the fullest extent allowed under the law) are bound by
6 the release of PAGA claims set forth in section C subsection 2.0 of Plaintiffs' Settlement
7 Agreements attached as Exhibits 1 and 2 to the Stipulation. The LWDA and Plaintiffs are deemed
8 to have conclusively released and forever discharged the Released Parties (as defined in the
9 Settlement Agreements) from any and all Released Claims set forth in section C subsection 2.0,
10 and are hereby permanently barred and enjoined from the institution or prosecution of any and all
11 Released Claims against the Released Parties.

12 6. Neither the settlement, nor any terms of the Settlement Agreement, are an
13 admission by the Released Parties, nor is the Court's instant Order a finding of the validity of any
14 claims in the Lawsuit or of any wrongdoing by any Released Parties.

15 7. Without affecting the finality of this Order or the dismissal referenced below, the
16 Court retains jurisdiction of all matters relating to the interpretation, administration,
17 implementation, effectuation and enforcement of this Order and the Settlement Agreement.

18 8. The Plaintiffs and their individual PAGA claims are hereby dismissed with
19 prejudice.

20 9. This Order is intended to be a final disposition of Plaintiffs' individual PAGA
21 claims in their entirety and it is intended to be immediately appealable.

22 **IT IS SO ORDERED.**

23
24 Dated: _____

Hon. Kristin S. Escalante
Los Angeles Superior Court

25
26 20821612.1

EXHIBIT B

ATTORNEY OR PARTY WITHOUT ATTORNEY: STATE BAR NO: 314628 NAME: David Alami, Esq. (SBN 314628) / Daniel J. Hyun, Esq. (SBN 309184) FIRM NAME: ALAMI LAW GROUP STREET ADDRESS: 620 Newport Center Drive, Suite 1100 CITY: Newport Beach STATE: CA ZIP CODE: 92660 TELEPHONE NO.: 949-287-3590 FAX NO.: E-MAIL ADDRESS: david@alamilawgroup.com / dh@danielhyunlaw.com ATTORNEY FOR (Name): Plaintiff Alberto Carlos	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 111 N. Hill Street MAILING ADDRESS: 111 N. Hill Street CITY AND ZIP CODE: Los Angeles 90012 BRANCH NAME: STANLEY MOSK COURTHOUSE	
Plaintiff/Petitioner: DEAN SEGAL, et al. Defendant/Respondent: BEVERLY HILLS PROPERTIES, LLC, et al.	
REQUEST FOR DISMISSAL	CASE NUMBER: 21STCV34228
A conformed copy will not be returned by the clerk unless a method of return is provided with the document.	
This form may not be used for dismissal of a derivative action or a class action or of any party or cause of action in a class action. (Cal. Rules of Court, rules 3.760 and 3.770.)	

1. TO THE CLERK: Please **dismiss** this action as follows:

- a. (1) ☒ With prejudice (2) ☐ Without prejudice
 b. (1) ☒ Complaint (2) ☐ Petition
 (3) ☐ Cross-complaint filed by (name):
 (4) ☐ Cross-complaint filed by (name):
 (5) ☐ Entire action of all parties and all causes of action
 (6) ☒ Other (specify):* AS TO ALBERTO CARLOS ONLY

on (date):

on (date):

2. (Complete in all cases except family law cases.)

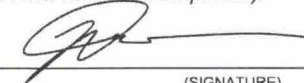
The court ☐ did ☒ did not waive court fees and costs for a party in this case. (This information may be obtained from the clerk. If court fees and costs were waived, the declaration on the back of this form must be completed).

Date: May 13, 2022

David Alami, Esq.

(TYPE OR PRINT NAME OF ☒ ATTORNEY ☐ PARTY WITHOUT ATTORNEY)

*If dismissal requested is of specified parties only of specified causes of action only, or of specified cross-complaints only, so state and identify the parties, causes of action, or cross-complaints to be dismissed.



(SIGNATURE)

Attorney or party without attorney for:

☐ Plaintiff/Petitioner ☐ Defendant/Respondent
☐ Cross Complainant

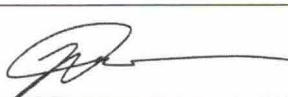
3. TO THE CLERK: Consent to the above dismissal is hereby given.**

Date: May 13, 2022

David Alami, Esq.

(TYPE OR PRINT NAME OF ☒ ATTORNEY ☐ PARTY WITHOUT ATTORNEY)

** If a cross-complaint – or Response (Family Law) seeking affirmative relief – is on file, the attorney for cross-complainant (respondent) must sign this consent if required by Code of Civil Procedure section 581 (i) or (j).



(SIGNATURE)

Attorney or party without attorney for:

☐ Plaintiff/Petitioner ☐ Defendant/Respondent
☐ Cross Complainant

(To be completed by clerk)

4. ☐ Dismissal entered as requested on (date):
 5. ☐ Dismissal entered on (date): as to only (name):
 6. ☐ Dismissal **not entered** as requested for the following reasons (specify):

7. a. ☐ Attorney or party without attorney notified on (date):
 b. ☐ Attorney or party without attorney not notified. Filing party failed to provide
☐ a copy to be conformed ☐ means to return conformed copy

Date: Clerk, by _____, Deputy

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Plaintiff/Petitioner: DEAN SEGAL, et al.
 Defendant/Respondent: BEVERLY HILLS PROPERTIES, LLC, et al.

CASE NUMBER:
 21STCV34228

COURT'S RECOVERY OF WAIVED COURT FEES AND COSTS

If a party whose court fees and costs were initially waived has recovered or will recover \$10,000 or more in value by way of settlement, compromise, arbitration award, mediation settlement, or other means, the court has a statutory lien on that recovery. The court may refuse to dismiss the case until the lien is satisfied. (Gov. Code, § 68637.)

Declaration Concerning Waived Court Fees

1. The court waived court fees and costs in this action for *(name)*:
2. The person named in item 1 is *(check one below)*:
 - a. ☐ not recovering anything of value by this action.
 - b. ☐ recovering less than \$10,000 in value by this action.
 - c. ☐ recovering \$10,000 or more in value by this action. *(If item 2c is checked, item 3 must be completed.)*
3. ☐ All court fees and court costs that were waived in this action have been paid to the court *(check one)*: Yes No

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

Date:

 (TYPE OR PRINT NAME OF ☐ ATTORNEY ☐ PARTY MAKING DECLARATION)



 (SIGNATURE)