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Attorneys for Defendants
SAUSAL CORPORATION,
JAMES E. WARD, LESLIE L. WARD,
JOSHUA L. WARD and KEVIN HALLAS

SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF CONTRA COSTA

OSCAR CORONA, FAVIAN G GOMEZ, JOSE
B GONZALEZ, and ALBERTO LOYA,

Plaintiffs,

v.

ROBERT ROSS HAZARD dba HAZARD
CONCRETE CONSTRUCTION; SAUSAL
CORPORATION; JAMES E. WARD; LESLIE L.
WARD; JOSHUA L. WARD; KEVIN HALLAS
AND DOES 1 THROUGH 50,

Defendants.

Case No.: CIV MSC 21-00637

[ASSIGNED FOR ALL PURPOSES TO HON.
EDWARD WEIL IN DEPT. 39]

**JOINT STIPULATION OF PAGA
SETTLEMENT**

SAC Filed: November 5, 2021
Trial Date: Not yet assigned

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A. DEFINITIONS.

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- Counsel Fees, PAGA Counsel Expenses, and Administration Expenses. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.
14. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
15. "PAGA Counsel" means Rusnak Law Office and Justice at Work Law Group, LLP.
16. "PAGA Counsel Fees" and "PAGA Counsel Expenses" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.
17. "PAGA Pay Period" means any pay period(s) during the PAGA Period in which an Aggrieved Employee worked for Sausal Defendants for at least one day.
18. "PAGA Period" means the period from March 2, 2020, through May 15, 2024.
19. "PAGA Notice" means Plaintiffs March 2, 2021 letter to the Sausal Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
20. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees and 75% to LWDA in settlement of PAGA claims.
21. "PAGA Payment Notice" means the notice attached as Exhibit A to this stipulation to be sent to allegedly Aggrieved Employees with their Individual PAGA Payment.
22. "Released Parties" means (i) Sausal Defendants; (ii) each of Sausal Defendants' past and present direct and indirect parents; (iii) the respective past and present direct and indirect subsidiaries and affiliates of any of the foregoing; (iv) the past, present, and future shareholders, directors, officers, agents, employees, attorneys, insurers, reinsurers, members, partners, managers, contractors, agents, consultants, representatives, administrators, fiduciaries, benefit plans, transferees, predecessors, successors and assigns of any of the foregoing; and (v) any individual or entity which could be jointly liable with any of the foregoing. The Released Parties expressly exclude named Defendants Robert Ross Hazard dba Hazard Concrete Construction and Hazard Concrete, Inc., who are not parties to, and derive no benefit from, this Agreement.
23. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

B. RECITALS.

1. On March 2, 2021, pursuant to Labor Code section 2699.3, subd.(a), Plaintiffs sent the PAGA Notice to the Sausal Defendants and the LWDA.
2. On April 2, 2021, Plaintiffs commenced this Action by filing a complaint against the Sausal Defendants and Robert Ross Hazard dba Hazard Concrete Construction and Hazard Concrete, Inc. Thereafter, Plaintiffs amended the complaint. The Second Amended Complaint is the operative complaint in the Action (the "Operative Complaint."). Pursuant to the Operative Complaint, Plaintiffs seek PAGA penalties for alleged wage and hour violations including, off-the-clock work, unpaid minimum and overtime wages, unpaid regular and prevailing wages, meal periods and meal period premiums, rest breaks and rest break premiums, wage statements, timely payment of wages during and after employment, business expense reimbursements, and violation of Unfair Competition Law. Sausal Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in in the Operative Complaint and deny any and all liability for the causes of action alleged.

3. Pursuant to the Operative Complaint, Plaintiffs also include causes of action predicated on individual wage and hour and FEHA based claims, for which individual damages are sought.
4. On September 19, 2023, the Parties participated in an all-day mediation presided over by Mark LeHocky which led to this Agreement to settle the Action.
5. Prior to mediation, Plaintiffs obtained, through informal discovery, time and pay records for the allegedly aggrieved employees, and key data points, from Sausal Defendants. Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").
6. The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

C. MONETARY TERMS.

1. Gross Settlement Amount. Sausal Defendants agree to pay One Hundred Thirty-Nine Thousand Two Hundred Thirteen and Ninety-Two Cents (\$139,213.92) as the Gross Settlement Amount. Sausal Defendants have no obligation to pay the Gross Settlement Amount prior to the deadline stated in Section D of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Sausal Defendants.
2. Payments from Gross Settlement Amount. The Administrator will make, and deduct, the following payments from the Gross Settlement Amount, subject to final Court approval:
 - a. To PAGA Counsel: PAGA Counsel Fees of not more than 33 1/3%, (\$46,213.92) of the Gross Settlement Amount and PAGA Counsel Expenses of not more than \$5,000. Sausal Defendants will not oppose requests for these payments provided they do not exceed these amounts. If the Court approves PAGA Counsel Fees and/or PAGA Counsel Expenses less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Sausal Defendants shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any award for PAGA Counsel Fees and/or PAGA Counsel Expenses. The Administrator will report the PAGA Counsel Fees and PAGA Counsel Expenses using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees and PAGA Counsel Expenses and holds Sausal Defendants harmless, and indemnifies Sausal Defendants, from any dispute or controversy regarding any division or sharing of any of these payments.
 - b. To the Administrator: Administration Expenses not to exceed \$3,000, except for a showing of good cause and as approved by the Court. To the extent the

Administration Expenses are less or the Court approves payment of less than \$3,000, the Administrator will retain the remainder in the Net Settlement Amount.

- c. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$85,000 to be paid from the Gross Settlement Amount, with 75% (\$63,750) allocated to the LWDA PAGA Payment and 25% (\$21,250) allocated to the Individual PAGA Payments.
- i. Subject to Court approval of the PAGA Penalties, and per California Labor Code section 2699(i), the Administrator will mail the LWDA PAGA Payment to the LWDA. Counsel for Plaintiffs will upload a copy of the Final Approval Order and Judgment to the LWDA's submission portal: <https://dir.tfaforms.net/315>.
- ii. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. The Administrator will issue IRS Forms 1099-MISC and a copy of the PAGA Payment Notice to Aggrieved Employees for their Individual PAGA Payment. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
- iii. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

D. SETTLEMENT FUNDING AND PAYMENTS.

1. Aggrieved Employee Pay Periods. Based on a review of its records, Sausal Defendants estimate that, as of the date of the Parties' mediation, there were approximately 89 Aggrieved Employees who worked a total of 5,711 PAGA Pay Periods.
2. Aggrieved Employee Data. No later than 30 days after the Court grants Preliminary Approval of the Settlement, Sausal Defendants will deliver the Aggrieved Employee Data to the Administrator. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement.
3. Funding of Gross Settlement Amount. Sausal Defendants shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 30 days after the Effective Date.
4. Payments from the Gross Settlement Amount. Within 45 days after the Effective Date, the Administrator will distribute checks for all Individual PAGA Payments, the LWDA

1 PAGA Payment, Administration Expenses, PAGA Counsel Fees, and PAGA Counsel
2 Expenses.

- 3 a. The Administrator will issue checks for the Individual PAGA Payments and send
4 them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The
5 face of each check shall prominently state the expiration date or a statement that
6 the checks will expire in 180 calendar days, or alternatively, such a statement may
7 be made in a letter accompanying the check. The Administrator will cancel all
8 checks not cashed by the expiration date. Before mailing any checks, the
9 Settlement Administrator must update the recipients' mailing addresses using the
10 National Change of Address Database.
- 11 b. The Administrator must conduct an Aggrieved Employee address search for all
12 other Aggrieved Employees whose checks are returned undelivered without USPS
13 forwarding address. Within 7 days of receiving a returned check the
14 Administrator must re-mail checks to the USPS forwarding address provided or to
15 an address ascertained through the Aggrieved Employee address search. The
16 Administrator need not take further steps to deliver checks to Aggrieved
17 Employees whose re-mailed checks are returned as undelivered. The
18 Administrator shall promptly send a replacement check to any Aggrieved
19 Employee whose original check was lost or misplaced, requested by the
20 Aggrieved Employee prior to the expiration date.
- 21 c. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed
22 and cancelled after the void date, the Administrator shall transmit the funds
23 represented by such checks to the California Controller's Unclaimed Property Fund
24 in the name of the Aggrieved Employee.
- 25 d. The payment of Individual PAGA Payments shall not obligate Sausal Defendants
26 to confer any additional benefits or make any additional payments to Aggrieved
27 Employees (such as 401(k) contributions or bonuses) beyond those specified in
28 this Agreement.
- 29 e. No person or entity shall have any claim against Sausal Defendants, Released
30 Parties, Defense Counsel, any Aggrieved Employee, PAGA Counsel, or the
31 Administrator based on distributions and payments made in accordance with this
32 Agreement.

33 **E. RELEASES OF CLAIMS.**

- 34 1. Plaintiffs' General Release. As of the Effective Date, each of the Plaintiffs fully, finally,
35 and forever release, compromise, and discharge the Released Parties from all causes of
36 action, claims, judgments, obligations, damages or liabilities of whatever kind and
37 character. Each Plaintiff understands and expressly agrees that this general release
38 extends to all claims of every nature and kind whatsoever, known or unknown,
39 suspected or unsuspected, past or present, which each Plaintiff has or may have against
40 the Released Parties, and all rights under Section 1542 of the California Civil Code are
41 hereby expressly waived. That Section reads as follows:

1
2 **A general release does not extend to claims that the creditor or**
3 **releasing party does not know or suspect to exist in his or her favor at**
4 **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.

- 5 2. Each Plaintiff acknowledges that he has read this general release, including the waiver
6 of California Civil Code section 1542, and that he has consulted counsel about the
7 general release and specifically about the waiver of section 1542, and that he
8 understands the general release and the section 1542 waiver, and freely and knowingly
9 enters into this Agreement. Each Plaintiff acknowledges that he may later discover facts
10 different from or in addition to those he knows or now believes to be true with respect
11 to the matters released or described in this Agreement, and each Plaintiff agrees that the
12 general release will remain effective in all respects notwithstanding any later discovery
13 of any such different or additional facts.

14 Plaintiffs' General Release does not extend to Plaintiffs' individual claims asserted in
15 this Action which are resolved and released via separate individual settlements.
16 Additionally, Plaintiffs' General Release does not extend to any claims or actions to
17 enforce this Agreement, or to any claims for vested benefits, unemployment benefits,
18 disability benefits, social security benefits, workers' compensation benefits that arose at
19 any time.

- 20 3. Release by Aggrieved Employees: All Aggrieved Employees and the State of California
21 are deemed to release, on behalf of themselves and their respective former and present
22 representatives, agents, attorneys, heirs, administrators, successors, and assigns, the
23 Released Parties from all claims they may have for civil penalties under the California
24 Labor Code § 2698 *et seq.* California Labor Code Private Attorneys General Act of
25 2004 ("PAGA") alleged in the Action and that reasonably could have been alleged in
26 the Action based on the allegations contained in the LWDA Letter and the Operative
27 Complaint and any amendments thereto, including, without limitation, all claims for
28 civil penalties under PAGA related to off-the-clock work, unpaid minimum and
 overtime wages, unpaid regular and prevailing wages, meal periods and meal period
 premiums, rest breaks and rest break premiums, wage statements, timely payment of
 wages during and after employment, business expense reimbursements, and any other
 Labor Code violations that were alleged in the Action, or that could have been alleged
 in the Action based on the facts alleged in the Action, which includes, but is not limited
 to, alleged violations of Labor Code sections 200- 204, 210, 211, 223, 226, 247.5,
 226.3, 226.7, 256, 510, 511, 512, 558, 558.1, 1194, 1194.2, 1197, 1197.1, 1198, 1199,
 1452, 1772, 1774, 1174.5, 1176, 2802, 2810.5, during the PAGA Period.

25 **F. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.** Plaintiffs
26 agree to timely prepare and file an application or motion for approval of this Settlement.

- 27 1. Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all
28 documents necessary for obtaining approval of this Settlement under Labor Code
 Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of

PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; and (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (1)(1)), this Agreement (Labor Code section 2699, subd. (1)(2)). In their Declarations, Plaintiffs and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

2. Responsibilities of PAGA Counsel. PAGA Counsel is responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than 30 days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting and conferring, in good faith, to resolve the disagreement. If the Court does not grant preliminary approval or conditions preliminary approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting and conferring, in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

a. Parties acknowledge that Plaintiffs and Sausal Defendants have entered into separate agreements to resolve Plaintiffs' individual claims against the Sausal Defendants. Sausal Defendants require as a non-negotiable term that the monetary terms of these individual settlements are confidential. These monetary terms include provisions for attorneys fees that are to be paid separately from the attorneys' fees paid to Plaintiffs' counsel under the PAGA settlement¹. Should the Court wish to review these individual settlements, Sausal Defendants and Defense Counsel hereby agree to work with Plaintiffs and PAGA Counsel to provide all necessary information to the Court; Sausal Defendants and Defense Counsel shall be responsible for drafting and filing any necessary motions related to maintaining confidentiality in producing any such documents to the Court.

G. SETTLEMENT ADMINISTRATION.

1. Selection of Administrator. The Parties have jointly selected Simpluris to serve as the Administrator and verified that, as a condition of appointment, the Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified

¹ Plaintiffs and PAGA Counsel desire to be fully transparent with the Court regarding the settlement of this matter, including individual settlement payments and attorneys fees.

1 in this Agreement in exchange for payment of Administration Expenses. The Parties and
2 their Counsel represent that they have no interest or relationship, financial or otherwise,
3 with the Administrator other than a professional relationship arising out of prior
experiences administering settlements.

4 2. Employer Identification Number. The Administrator shall have and use its own
5 Employer Identification Number for purposes of calculating payroll tax withholdings
and providing reports to state and federal tax authorities.

6 3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that
7 meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury
8 Regulation section 468B-1.

9 4. Administrator Duties. The Administrator has a duty to perform all tasks to be
performed by the Administrator contained in this Agreement or otherwise.

10 **H. CONTINUING JURISDICTION OF THE COURT.** The Parties agree that, after
11 entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the
12 Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii)
13 addressing settlement administration matters, and (iii) addressing such post-Judgment
matters as are permitted by law.

14 **I. AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil
15 Procedure section 384, the Parties will work together in good faith to jointly submit a
proposed amended judgment.

16 **J. ADDITIONAL PROVISIONS.**

17 1. No Admission of Liability or Representative Manageability for Other Purposes. This
18 Agreement represents a compromise and settlement of highly disputed claims. Nothing
19 in this Agreement is intended or should be construed as an admission by Sausal
20 Defendants that any of the allegations in the Action have merit or that Sausal
21 Defendants have any liability for any claims asserted; nor should it be intended or
22 construed as an admission by Plaintiffs that Sausal Defendants’ defenses in the Action
23 have merit. The Parties agree that representative treatment is for purposes of this
24 Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final
25 Approval or enter Judgment, Sausal Defendants reserve the right to contest
manageability of the claims for any reasons, and Sausal Defendants reserve all available
26 defenses to the claims in the Action, and Plaintiffs reserve the right to contest Sausal
27 Defendants’ defenses. The Settlement, this Agreement and Parties' willingness to settle
28 the Action will have no bearing on, and will not be admissible in connection with, any
litigation (except for proceedings to enforce or effectuate the Settlement and this
Agreement).

2. Limited Public Comment. With the exception of court filings and notice to the LWDA,
Plaintiffs will not make: (1) any comments to the public or the media; (2) engage in
any mass communications or other publicity, including, but not limited to, website,
blog, or social media postings, and (3) public disclosure of the terms of this Settlement

(including, but not limited to, the Maximum Settlement Amount), the negotiations leading to this Settlement, and all documents related to the Settlement. The Parties will use their best efforts to reach agreement on all Court filings. This provision does not prevent PAGA Counsel from communicating with any Aggrieved Employee who may contact PAGA Counsel. Also, nothing in this Agreement restricts PAGA Counsel from disclosing and including all publicly available information regarding this case and the settlement in any documents filed with any court and/or judicial submissions.

3. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
4. Parties' Authority. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Sausal Defendants, respectively, 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 reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
5. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
6. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
7. No Tax Advice. Plaintiffs, PAGA Counsel, and the Aggrieved Employees are each solely responsible for correctly characterizing any payments made pursuant to this Agreement for tax purposes and for paying any taxes on the amounts received. Neither Plaintiffs, PAGA Counsel, Sausal Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
8. Modification of Agreement. This Agreement may not be changed, altered or modified, except in writing specifically referencing this Agreement, signed by the Parties, and approved by the Court. No rights under this Agreement may be waived except in writing specifically referencing this Agreement, signed by the waiving Party or Parties.

- 1 9. Agreement Binding on Successors. This Agreement will be binding upon, and inure to
2 the benefit of the Parties, and the Released Parties and their respective heirs, trustees,
3 executors, administrators, successors and assigns.
- 4 10. Applicable Law. All terms and conditions of this Agreement and its exhibits will be
5 governed by, and interpreted in accordance with, the laws of the state of California,
6 without regard to conflict of law principles.
- 7 11. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of
8 this Agreement. This Agreement will not be construed against any Party on the basis
9 that the Party was the drafter or participated in the drafting.
- 10 12. Confidentiality. To the extent permitted by law, all agreements made, and orders
11 entered during this Action and in this Agreement relating to the confidentiality of
12 information shall survive the execution of this Agreement.
- 13 13. Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel
14 pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Aggrieved
15 Employee Data provided to PAGA Counsel by Sausal Defendants in connection with
16 the mediation, other settlement negotiations, or in connection with the Settlement,
17 may be used only with respect to this Settlement, and no other purpose, and may not
18 be used in any way that violates any existing contractual agreement, statute, or rule of
19 court. Not later than 90 days after the date when the Court discharges the
20 Administrator's obligation to pay out of all Settlement funds, Plaintiffs shall destroy,
21 all paper and electronic versions of Aggrieved Employee Data received from Sausal
22 Defendants unless, prior to the Court's discharge of the Administrator's obligation,
23 Sausal Defendants make a written request to PAGA Counsel for the return, rather than
24 the destruction, of Aggrieved Employee Data.
- 25 14. Headings. The descriptive heading of any section or paragraph of this Agreement is
26 inserted for convenience of reference only and does not constitute a part of this
27 Agreement.
- 28 15. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall
be to calendar days. In the event any date or deadline set forth in this Agreement falls
on a weekend or federal legal holiday, such date or deadline shall be on the first
business day thereafter.
16. Notice. All notices, demands or other communications between the Parties in
connection with 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, or the day sent by
email or messenger, addressed as follows:

To Plaintiffs:

Alexander Rusnak
RUSNAK LAW OFFICE
arusnak@rusnaklawoffice.com
1001 Molalla Avenue, Suite 221

Oregon City, OR 97045
Telephone: (408) 351-0114

Tomas Margain
tomas@jawlawgroup.com
JUSTICE AT WORK LAW GROUP, LLP
1550 The Alameda, Suite 160
San Jose, California 95126
Telephone: (408) 317-1100
Facsimile: (408) 351-0105

To Sausal Defendants:

Julie A. Marquis, Esq.
jmarquis@fmglaw.com
Nicole M. Cloudsley, Esq.
ncloudsley@fmglaw.com
FREEMAN MATHIS & GARY, LLP
1010 B Street, Suite 400
San Rafael, CA 94901
(415) 352-6434

17. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed as to the Sausal Defendants, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP §583.330 to extend the date to bring a case to trial under CCP §583.310 for the entire period of this settlement process.

18. Execution in Counterparts. This Agreement may be executed in counterparts and by original or electronic signatures consistent with the Uniform Electronic Transactions Act (Civil Code § 1633.1-1633.17) sent via PDF through email, and when each party has signed and delivered at least one such counterpart, each counterpart, including e-mail and PDF versions, will be deemed an original and, when taken together with other signed counterparts, will constitute one Agreement binding upon and effective as to all Parties.

19. Voluntary Agreement. The Parties expressly declare and represent that they have read this Agreement and have consulted with counsel, or had the opportunity to consult with counsel, regarding the meaning of the provisions, terms, and conditions contained in this Agreement. The Parties further expressly declare and represent that they fully understand the content and effect of this Agreement, that they approve and accept its terms and conditions, and that the Agreement is executed freely and voluntarily.

1 **IT IS SO AGREED:**

2
3 Dated:

PLAINTIFF OSCAR CORONA

4
5 Dated: 10/27/2024

*Fabian
Garcia*

6 PLAINTIFF FAVIAN G. GOMEZ

7
8 Dated: 10/28/2024

Jose Baldeemar Gonzalez Fuentes

9 PLAINTIFF JOSE B. GONZALEZ

10
11 Dated: 10/30/2024

Alberto Loya

12 PLAINTIFF ALBERTO LOYA

13
14 Dated:

15 DEFENDANT JAMES E. WARD

16
17 Dated:

18 DEFENDANT LESLIE L. WARD

19
20 Dated:

21 DEFENDANT JOSHUA L. WARD

22
23 Dated:

24 DEFENDANT KEVIN HALLAS

25 Dated:

DEFENDANT SAUSAL CORPORATION

26 By: _____

27 Name: _____

28 Title: _____

Authorized Agent for Sausal Corporation

1 **IT IS SO AGREED:**

2
3 Dated: 10/29/24

Oscar Corona
Oscar Corona (Oct 29, 2024 15:56 PDT)

PLAINTIFF OSCAR CORONA

4
5 Dated:

PLAINTIFF FAVIAN G. GOMEZ

6
7
8 Dated:

PLAINTIFF JOSE B. GONZALEZ

9
10
11 Dated:

PLAINTIFF ALBERTO LOYA

12
13
14 Dated:

DEFENDANT JAMES E. WARD

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17 Dated:

DEFENDANT LESLIE L. WARD

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20 Dated:

DEFENDANT JOSHUA L. WARD

21
22
23 Dated:

DEFENDANT KEVIN HALLAS

24
25 Dated:

DEFENDANT SAUSAL CORPORATION

26 By: _____
27 Name: _____
28 Title: _____
Authorized Agent for Sausal Corporation

1 **AGREED AS TO FORM:**

2 Dated: 10/30/2024

RUSNAK LAW OFFICE

3
4 By: Tomas Margain
5 Alexander Rusnak
6 Tomas Margain
7 *Attorney for Plaintiffs*
8 Oscar Corona, Favian G. Gomez, Jose B.
Gonzalez, and Alberto Loya

9 Dated:

FREEMAN MATHIS & GARY, LLP

10
11 By: _____
12 Julie A. Marquis
13 Nicole Cloudsley
14 Scott J. Hroza
15 *Attorneys for Defendants*
16 SAUSAL CORPORATION, JAMES E.
17 WARD, LESLIE L. WARD, JOSHUA L.
18 WARD AND KEVIN HALLAS