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11
12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **COUNTY OF LOS ANGELES – SPRING STREET**
14

15 JAMES ROBINS, individually, and
16 on behalf of all others similarly situated,

17 Plaintiff

18 vs.

19 PACIFIC WORLD CORPORATION, a California
20 corporation; and DOES 1 through 10, inclusive,

21 Defendants

Case No.: 21STCV14303
Judge: Hon. Yvette M. Palazuelos
Dept.

22 **JOINT STIPULATION OF PAGA**
23 **SETTLEMENT**

24 Complaint filed: April 14, 2021
25 Trial date: Not set

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff James Robins (“Plaintiff”) and defendant Pacific World Corporation (“Defendant” or “PWC”). The Agreement refers to Plaintiff and PWC collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against PWC captioned *James Robins v. Pacific World Corporation, et al.*, Case No. 21STCV14303 initiated on April 14, 2021, and pending in Superior Court of the State of California, County of Los Angeles.
- 1.2. “Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of the Settlement.
- 1.4. “Aggrieved Employee” means all non-exempt employees of Defendant who worked in California and who were classified as independent contractors, from April 13, 2020, to Tuesday, October 24, 2023.
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in PWC’s possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods, and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.
- 1.7. “Court” means the Superior Court of California, County of Los Angeles.
- 1.8. “Defense Counsel” means Kevin R. Lussier, Esq. and Katy S. Bekken, Esq. of Crusier, Mitchell, Novitz, Sanchez, Gaston & Zimet, LLP, 800 Wilshire Blvd, 15th Floor, Los

Angeles, CA 90017.

1.9. "Effective Date" means the date by when the following have occurred: (a) the Court enters a Judgment on its Order approving the PAGA Settlement; (b) the Judgment is final; (c) if no appeal is filed, the expiration date of the time for the filing or noticing of any appeal from the Superior Court's Judgment or otherwise challenging the Judgment; (d) the date affirmance of an appeal of the Judgment becomes final under the California Rules of Court; or (e) the date of final dismissal of any appeal from the Judgment or the final dismissal of any proceeding on review of any court of appeal decision relating to the Judgment, whichever date is later. The Judgment is final as of the day the Court enters Judgment.

1.10. "Gross Settlement Amount" means \$150,000.00 which is the total amount PWC agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator's Expenses.

1.11. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.

1.12. "Judgment" means the judgment entered by the Court based upon the Order granting Approval of the Settlement.

1.13. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code § 2699(i).

1.14. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code § 2699(i).

1.15. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to

Aggrieved Employees as Individual PAGA Payments.

1.16. “PAGA Counsel” means Moon Law Group, PC, the attorneys representing Plaintiff in the Action.

1.17. “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

1.18. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for PWC for at least one day during the PAGA Period.

1.19. “PAGA Period” means the period from April 13, 2020 through October 24, 2023.

1.20. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).

1.21. “PAGA Notice” means Plaintiff’s April 13, 2021 letter to PWC and the LWDA providing notice pursuant to Labor Code § 2699.3(a).

1.22. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$20,512.50) and the 75% to LWDA (\$61,537.50) in settlement of PAGA claims.

1.23. “Plaintiff” means James Robins, the named plaintiff in the Action.

1.24. “Approval Order” means the proposed Court Order Granting Approval of PAGA Settlement.

1.25. “Released PAGA Claims” means the claims being released as described in Paragraph 5 below.

1.26. “Released Parties” means: PWC and each of its past, present, and future subsidiaries, parents, affiliated and related companies, divisions, successors, predecessors and/or assigns; and their past, present, and future officers, directors, shareholders, partners, agents, insurers, employees, advisors, accountants, representatives, trustees, heirs, executors, administrators, predecessors, successors and/or assigns.

1.27. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

1.28. “PWC” means named Defendant Pacific World Corporation.

1 **2. RECITALS.**

2 2.1. On April 14, 2021, Plaintiff commenced this Action by filing a Complaint alleging causes
3 of action against PWC for failure to indemnify necessary business expenses and unfair
4 business practices. On September 23, 2021, Plaintiff filed a First Amended Complaint
5 adding a cause of action against PWC for civil penalties under PAGA. On August 12,
6 2022, Plaintiff filed a Second Amended Complaint, redefining the class definition. The
7 Second Amended Complaint is the operative complaint in the Action (the “Operative
8 Complaint”). PWC denies the allegations in the Operative Complaint, denies any failure
9 to comply with the laws identified in in the Operative Complaint, and denies any and all
10 liability for the causes of action alleged.

11 2.2. Pursuant to Labor Code § 2699.3(a), Plaintiff gave timely written notice to PWC and the
12 LWDA by sending the PAGA Notice.

13 2.3. On July 26, 2023, the Parties participated in an all-day mediation presided over by Hon.
14 Carl West (Ret.) which led to this Agreement to settle the Action.

15 2.4. Prior to mediation, Plaintiff obtained, through formal and informal discovery (policy
16 documents, independent contractor agreements, pay records, contact information of
17 persons who did not opt-out of a Belaire-West notice, and responses to special
18 interrogatories and requests for production of documents).

19 2.5. The Parties, PAGA Counsel, and Defense Counsel represent that they are not aware of any
20 other pending matter or action asserting claims that will be extinguished or affected by the
21 Settlement.

22 **3. MONETARY TERMS.**

23 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, PWC
24 promises to pay \$150,000.00 and no more as the Gross Settlement Amount. PWC has no
25 obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph
26 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement
27 Amount without asking or requiring Aggrieved Employees to submit any claim as a
28 condition of payment. None of the Gross Settlement Amount will revert to PWC.

1 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the
2 following payments from the Gross Settlement Amount, in the amounts specified by the
3 Court in the Final Approval:

4 3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 3 3 1 / 3 %,
5 which is currently estimated to be \$50,000.00 and a PAGA Counsel Litigation
6 Expenses Payment of not more than \$15,000.00. PWC will not oppose requests for
7 these payments provided that they do not exceed these amounts. Plaintiff and/or
8 PAGA Counsel will file an application or motion for PAGA Counsel Fees
9 Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA
10 Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less
11 than the amounts requested, the Administrator will allocate the remainder to the
12 Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel
13 or any other Plaintiff's Counsel arising from any claim to any portion of any
14 PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment.
15 The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel
16 Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes
17 full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment
18 and the PAGA Counsel Litigation Expenses Payment and holds PWC harmless,
19 and indemnifies PWC, from any dispute or controversy regarding any division or
20 sharing of any of these Payments.

21 3.2.2. To the Administrator: An Administrator Expenses Payment not to exceed
22 \$2,950.00 except for a showing of good cause and as approved by the Court. To
23 the extent the Administration Expenses are less or the Court approves payment less
24 than \$2,950.00, the Administrator will retain the remainder in the Net Settlement
25 Amount.

26 3.2.3. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of
27 \$82,050.00 to be paid from the Gross Settlement Amount, with 75% (\$61,537.50)
28 allocated to the LWDA PAGA Payment and 25% (\$20,512.50) allocated to the

Individual PAGA Payments.

3.2.3.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties \$20,512.50 by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.3.2. 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.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, PWC estimates there are 54 Aggrieved Employees who worked a total of 2,100 PAGA Pay Periods.

4.2. Aggrieved Employee Data. Within 21 days, PWC will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. 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. PWC has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which PWC must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise

1 resolve any issues related to missing or omitted Aggrieved Employee Data.

2 4.3. Funding of Gross Settlement Amount. PWC shall fully fund the Gross Settlement Amount
3 by transmitting the funds to the Administrator no later than 14 days after the Effective
4 Date.

5 4.4. Payments from the Gross Settlement Amount. Within 30 days after PWC funds the Gross
6 Settlement Amount, the Administrator will mail checks for all Individual PAGA
7 Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA
8 Counsel Fee Payment, and the PAGA Counsel Litigation Expenses Payment.
9 Disbursement of the PAGA Counsel Fee Payment and the PAGA Counsel Litigation
10 Expenses Payment shall not precede disbursement of Individual PAGA Payments.

11 4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send
12 them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The
13 face of each check shall prominently state the date (not less than 180 days after the
14 date of mailing) when the check will be voided. The Administrator will cancel all
15 checks not cashed by the void date. Before mailing any checks, the Settlement
16 Administrator must update the recipients' mailing addresses using the National
17 Change of Address Database.

18 4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all
19 Aggrieved Employees whose checks are returned undelivered without USPS
20 forwarding address. Within 7 days of receiving a returned check the Administrator
21 must re-mail checks to the USPS forwarding address provided or to an address
22 ascertained through the Aggrieved Employee Address Search. The Administrator
23 need not take further steps to deliver checks to Aggrieved Employees whose re-
24 mailed checks are returned as undelivered. The Administrator shall promptly send
25 a replacement check to any Aggrieved Employee whose original check was lost or
26 misplaced, requested by the Aggrieved Employee prior to the void date.

27 4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed
28 and cancelled after the void date, the Administrator shall transmit the funds

represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

4.4.4. The payment of Individual PAGA Payments shall not obligate PWC to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS.

Effective on the date when PWC fully funds the entire Gross Settlement Amount, Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

5.1. Plaintiff's Release.

5.1.1. Scope of Plaintiff's Release. Plaintiff hereby releases only those claims in Section 5.2, below, titled Release by Aggrieved Employees.

5.1.2. Plaintiff's Waiver of Rights Under California Civil Code § 1542. For purposes of Plaintiff's Release, and except as provided in the settlement agreement entered into by Plaintiff for his individual claims, Plaintiff hereby *neither* expressly waives *nor* relinquishes the provisions, rights, and benefits, if any, 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.

5.2. Release by Aggrieved Employees: All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, and the PAGA Notice.

5.3. Release by PAGA Counsel: PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors, and assigns the Released Parties from all claims for PAGA Fees incurred in connection with the Operative Complaint and the PAGA

Period facts stated in the Operative Complaint and the PAGA Notice.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.

The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

6.1. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all 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; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (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 § 2699.3(a)), Operative Complaint (Labor Code § 2699(l)(1)), this Agreement (Labor Code § 2699(l)(2)); (iv) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (v) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiff 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.

6.2. Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly 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 Order granting approval to the Administrator.

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

7. **SETTLEMENT ADMINISTRATION.**

7.1. Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

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

7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation § 468B-1.

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

8. **AGGRIEVED EMPLOYEE SIZE ESTIMATES and ESCALATOR CLAUSE**

Based on its records, PWC estimates that, as of the date of this Settlement Agreement, (1) there are 54 Aggrieved Employees who worked 2,100 Pay Periods during the PAGA Period. In the event of an

1 increase in pay periods of more than 10% from original estimate of 2,100 pay periods, specifically, if the
2 number of pay periods is 2,310 or more, the settlement amount shall be increased by the percentage that
3 the actual number of pay periods exceeds 2,310 (e.g. a 20% increase – an increase of 420 pay periods –
4 will yield an increase of \$15,000, for a new Gross Settlement Amount of \$165,000).

5 **9. CONTINUING JURISDICTION AND WAIVER OF RIGHT TO APPEAL.**

6 9.1. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the
7 Court will retain jurisdiction over the Parties, Action, and the Settlement solely for
8 purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement
9 administration matters, and (iii) addressing such post-Judgment matters as are permitted by
10 law.

11 9.2. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
12 conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and
13 PAGA Counsel Litigation Expenses Payment, the Parties, and their respective counsel
14 waive all rights to appeal from the Judgment, including all rights to post-judgment and
15 appellate proceedings, the right to file motions to vacate judgment, motions for new trial,
16 extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the
17 right to oppose such motions, writs or appeals. If another party appeals the Judgment, the
18 Parties' obligations to perform under this Agreement will be suspended until such time as
19 the appeal is finally resolved and the Judgment becomes final, except as to matters that do
20 not affect the amount of the Net Settlement Amount.

21 **10. ADDITIONAL PROVISIONS.**

22 10.1. No Admission of Liability or Representative Manageability for Other Purposes. This
23 Agreement represents a compromise and settlement of highly disputed claims. Nothing in
24 this Agreement is intended or should be construed as an admission by PWC that any of the
25 allegations in the Operative Complaint have merit or that PWC has any liability for any
26 claims asserted; nor should it be intended or construed as an admission by Plaintiff that
27 PWC's defenses in the Action have merit. The Parties agree that representative treatment is
28 for purposes of this Settlement only. If, for any reason the Court does not approve this

1 Settlement, PWC reserves all available defenses to the claims in the Action, and Plaintiff
2 reserves the right to contest PWC's defenses. The Settlement, this Agreement, and Parties'
3 willingness to settle the Action will have no bearing on, and will not be admissible in
4 connection with, any litigation (except for proceedings to enforce or effectuate the
5 Settlement and this Agreement).

6 10.2. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
7 together with its attached exhibits shall constitute the entire agreement between the Parties
8 relating to the Settlement, superseding any and all oral representations, warranties,
9 covenants, or inducements made to or by any Party.

10 10.3. Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and
11 represent that they are authorized by Plaintiff and PWC, respectively, to take all
12 appropriate action required or permitted to be taken by such Parties pursuant to this
13 Agreement to effectuate its terms, and to execute any other documents reasonably required
14 to effectuate the terms of this Agreement including any amendments to this Agreement.

15 10.4. Cooperation. The Parties and their counsel will cooperate with each other and use their
16 best efforts, in good faith, to implement the Settlement by, among other things, modifying
17 the Settlement Agreement, submitting supplemental evidence and supplementing points
18 and authorities as requested by the Court. In the event the Parties are unable to agree upon
19 the form or content of any document necessary to implement the Settlement, or on any
20 modification of the Agreement that may become necessary to implement the Settlement,
21 the Parties will seek the assistance of a mediator and/or the Court for resolution.

22 10.5. No Prior Assignments. The Parties separately represent and warrant that they have not
23 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
24 encumber to any person or entity and portion of any liability, claim, demand, action, cause
25 of action, or right released and discharged by the Party in this Settlement.

26 10.6. No Tax Advice. Neither Plaintiff, PAGA Counsel, PWC, nor Defense Counsel are
27 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be
28 relied upon as such within the meaning of United States Treasury Department Circular 230

(31 CFR Part 10, as amended) or otherwise.

10.7. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

10.8. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

10.9. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

10.10. 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.

10.11. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

10.12. Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by PWC in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, and upon a further request by Defendant, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from PWC unless, prior to the Administrator's payment of all Settlement Funds, PWC makes a written request to PAGA Counsel for the return, rather than the destruction, of Aggrieved Employee Data.

10.13. 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

1 Agreement.

2 10.14. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be
3 to calendar days. In the event any date or deadline set forth in this Agreement falls on a
4 weekend or federal legal holiday, such date or deadline shall be on the first business day
5 thereafter.

6 10.15. Notice. All notices, demands, or other communications between the Parties in connection
7 with this Agreement will be in writing and deemed to have been duly given as of the third
8 business day after mailing by United States mail, or the day sent by email or messenger,
9 addressed as follows:

10 To Plaintiff:
11 Kane Moon (SBN 249834)
12 Edwin Kamarzarian (SBN 327830)
13 **MOON LAW GROUP, PC**
14 1055 W. Seventh St., Suite 1880
15 Los Angeles, California 90017
16 Telephone: (213) 232-3128
17 Facsimile: (213) 232-3125
18 E-mail: kmoon@moonlawgroup.com
19 E-mail: ekamarzarian@moonlawgroup.com

20 To PWC:
21 Kevin R. Lussier (SBN143)
22 Katy S. Bekken (SBN317003)
23 CRUSER, MITCHELL, NOVITZ,
24 SANCHEZ, GASTON & ZIMET, LLP
25 800 Wilshire Blvd., 15th Floor
26 Los Angeles, California 90017
27 Telephone: (213) 689-8500
28 Facsimile: (213) 689-8501
E-mail: klussier@cmlawfirm.com
E-mail: kbekken@cmlawfirm.com

10.16. Execution in Counterparts. This Agreement may be executed in one or more counterparts
by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement
shall be accepted as an original. All executed counterparts and each of them will be
deemed to be one and the same instrument if counsel for the Parties will exchange between
themselves signed counterparts. Any executed counterpart will be admissible in evidence
to prove the existence and contents of this Agreement.

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

Plaintiff:

Dated: January 08th, 2024

By: James Robins

PLAINTIFF

Plaintiff's Counsel:

Dated: January 08, 2024

MOON LAW GROUP, PC

By: Kane Moon

Edwin Kamarzarian

Attorneys for Plaintiff

Defendant:

Dated: January, 2024

DEFENDANT

By: _____

Print Name

Signature

Title

Defendant's Counsel:

Dated: January, 2024

CRUSER, MITCHELL, NOVITZ,
SANCHEZ, GASTON & ZIMET, LLP

By: _____

Kevin R. Lussier
Katy S. Bekken

Attorneys for Defendant