

PRIVATE ATTORNEYS GENERAL ACT (LABOR CODE § 2698 ET SEQ.)
SETTLEMENT AGREEMENT

Brandunn Murillo v. Builders' Insulation of Oregon, LLC
Imperial County Superior Court
Case Number ECU002002

IT IS HEREBY STIPULATED AND AGREED by and among the undersigned Parties, subject to the approval of the Court, that the settlement of this action with respect to all claims brought in a representative capacity pursuant to the Private Attorneys General Act ("PAGA") (Labor Code § 2698 *et seq.*) shall be effectuated upon and subject to the following terms and conditions. Capitalized terms used herein shall have the meanings set forth in Article I or elsewhere in this PAGA Settlement Agreement ("Agreement").

This Agreement is made by and between Defendant Builders' Insulation of Oregon, LLC ("Defendant") and Plaintiff Brandunn Murillo ("Plaintiff"), on behalf of himself, Aggrieved Employees (defined below), and on behalf of the State of California. (Defendant, Plaintiff and Aggrieved Employees, as defined herein, are sometimes collectively referred to as the "Parties.") This Agreement shall be effective upon the last date upon which it is signed by the Parties.

The Parties agree that all representative claims brought by Plaintiff against Defendant pursuant to PAGA in the Superior Court of the State of California, County of Imperial, Case number ECU002002 (the "Litigation" or "Action") shall be, and hereby are, ended, settled, resolved, and concluded by agreement of Defendant to pay the sum of One Hundred Nineteen Thousand Dollars (\$119,000.00) (hereinafter referred to as the "Gross Settlement Amount") for settlement of the PAGA claims and penalties sought in the Litigation, which shall be inclusive of Plaintiff's Counsel's attorneys' fees and costs in connection with this Agreement and a general release payment to Plaintiff Murillo. The Parties further agree that this Agreement is a compromise of disputed claims and that nothing in this Agreement shall be construed as an admission of liability.

Article I.

Definitions.

Section 1.01 Definitions.

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

- (a) "Aggrieved Employees" means all persons employed by Defendant in California from May 24, 2020 through the Effective Date. Defendant represents that the total number of Aggrieved Employees, is no more than 96 individuals, and includes 2009 pay periods during the PAGA Period, as defined in 1.01(f) below.
- (b) "Complaint" means the Complaint filed by Plaintiff on or about July 28, 2021, in the Superior Court of the State of California, County of Imperial, which asserts claims under

PAGA predicated on underlying violations of Labor Code §§ 201, 202, 226(a), 226.3, 226.7, 246, 512, 558, and 1174.

(c) “Court” means the Superior Court for the State of California, County of Imperial.

(d) “Defense Counsel” or “Counsel for Defendant” is:

William J. Brown, Jr., Esq.
BROWN WEGNER LLP
2010 Main Street, Suite 1260
Irvine, California 92614

Michael J. Gentry, Esq.
REINHART BOERNER VAN DEUREN s.c.
1000 North Water Street, Suite 1700
Milwaukee, Wisconsin 53202

(e) “Effective Date” means the date the Court approves the settlement in this Action and the PAGA penalties as described in this Agreement, as well as dismisses the Action with prejudice.

(f) “PAGA Period” means the time period from May 24, 2020 through the Effective Date.

(g) “Plaintiff’s Counsel” is:

Alex P. Katofsky, Esq.
Daniel F. Gaines, Esq.
GAINES & GAINES, APLC
4550 East Thousand Oaks Blvd., Suite 100
Westlake Village, California 91362

(h) “Settlement Administrator” means an Administrator selected and agreed on by both Plaintiff’s and Defendant’s counsel to process and distribute the Settlement Sum in accordance with the Agreement. The Parties will agree upon an Administrator as soon as reasonably possible after this Agreement is executed by the Parties and prior to Plaintiff’s counsel filing a stipulation seeking approval of this Agreement.

Article II.

Background.

Section 2.01 Background.

(a) On July 28, 2021, Plaintiff Murillo filed a complaint in the Superior Court of the State of California for the County of Imperial styled *Brandunn Murillo v. Builders’ Insulation of Oregon, LLC*, Case No. ECU002002. The Complaint alleged as a single representative

cause of action on behalf of Plaintiff, the State of California and other Aggrieved Employees pursuant to the Private Attorneys General Act of 2004 (Cal. Labor Code § 2698 *et seq.*) based on alleged violations of Labor Code §§ 201, 202, 226(a), 226.3, 226.7, 246, 512, 558, and 1174 premised on Defendant's alleged Failure to Provide Meal and Rest Periods, or Pay premium compensation in lieu thereof; Failure to Provide paid sick leave; Failure to timely pay all wages due upon separation of employment; and Failure to issue complete and accurate Itemized Statements.

- (b) Defendant denies all allegations in the Complaint, denies that any and all of the allegations have merit and denies that any wrongdoing occurred.
- (c) Through this Litigation, the Parties have engaged in basic informal discovery to determine the total number of aggrieved employees and implicated pay periods at issue and a review of the pertinent policies and procedures of Defendant. The Parties appeared for Case Management Conferences and have not used the services of a Mediator. The Parties engaged in negotiations, and reached this Settlement after the informal discovery and investigation was performed.
- (d) This Agreement contemplates the entry of an order by the Court approving the payment allocated for settlement of the PAGA claims and dismissing the Action with prejudice.

Article III.

Approval and Implementation of Settlement.

Section 3.01 Cooperation.

The Parties will cooperate in obtaining, through a stipulation and order, or an unopposed motion, if required, an Order from the Court approving the payment of the Gross Settlement Amount as described in this Agreement at the earliest possible date. Concurrently with the submission of this Agreement to the Court, Plaintiff shall submit it to the State of California Labor and Workforce Development Agency ("LWDA") as required by PAGA. The Parties agree to use their best efforts to expedite the preparation and submission of the settlement documents. The Parties further agree to fully cooperate in the drafting and/or filing of any further documents or filings reasonably necessary to be prepared or filed, shall take all steps that may be requested by the Court relating to, or that are otherwise necessary to, the approval and implementation of the payment of the Gross Settlement Amount as described in this Agreement.

The Court's approval of the payment of the Gross Settlement Amount as described in this Agreement shall be embodied in a written Order, which shall be transmitted to the LWDA promptly upon entry, as required by PAGA. Should the Court not grant approval of the payment of the Gross Settlement Amount as described in this Agreement or decline to dismiss the Action, this Agreement shall be null and void and have no further effect, and all sums paid by Defendant, if any, shall be promptly returned to it.

Section 3.02 Settlement Payment Procedures.(a) Payment of Gross Settlement Amount and Notice to Aggrieved Employees.

- (1) Defendant agrees to pay a total amount of One Hundred Nineteen Thousand U.S. Dollars (\$119,000.00) to settle this matter. This amount, *i.e.*, the Gross Settlement Amount, shall cover, resolve, and fully satisfy any and all amounts owed to Plaintiff, the Aggrieved Employees, the State of California, and Plaintiff's Counsel, including all amounts allocated to attorneys' fees and costs, in resolution of the Released Claims. The Parties agree that there are no circumstances that would require Defendant to pay any amount greater than the Gross Settlement Amount in connection with this Agreement unless the escalator clause in paragraph 6.12 herein is invoked. In the event that this Agreement is canceled, rescinded, terminated, voided or nullified, however that may occur as permitted herein, or the settlement is barred by operation of law, invalidated, or ordered not to be carried out by a court of competent jurisdiction, Defendant shall have no obligation to pay any of the Gross Settlement Amount and the Parties' respective positions shall be restored to their positions prior to reaching this settlement. Further, in that event, nothing in this Agreement, the negotiations leading to this settlement, nor any papers prepared in connection with this Agreement shall be admissible in any proceeding for any purpose whatsoever.
- (2) The "Net Settlement Amount" shall be calculated by deducting from the Gross Settlement Amount up to 35% of the Gross Settlement Amount (*i.e.* \$41,650) for the payment of Plaintiff's Counsel's attorneys' fees, up to \$3,000 for the payment of Plaintiff's Counsel's costs, up to \$7,000 to Plaintiff Murillo in exchange for his general release of all claims against Defendant, and up to \$5,000 to compensate the parties' chosen Settlement Administrator. The Net Settlement Amount will be comprised of approximately \$62,350. Seventy-five percent (75%) of the Net Settlement Amount, or approximately \$46,762.50, shall be distributed to the LWDA, and the remaining twenty-five percent (25%) of the Net Settlement Amount, or approximately \$15,587.50, shall be distributed to the Aggrieved Employees.
- (3) Plaintiff's Counsel's attorneys' fees are intended to compensate Plaintiff's counsel for all of the work already performed in this case, including related to informal discovery, court appearances, and all work remaining to be performed in documenting this Settlement Agreement, securing Court approval of the Settlement Agreement, administering the Settlement Agreement and ensuring it is fairly administered and implemented, and obtaining dismissal of the Action.
- (4) The twenty-five percent (25%) of the Net Settlement Amount to be distributed to the Aggrieved Employees will be apportioned among them based on the pay periods worked by all of them during the PAGA Period, such that the Net Settlement Amount will be divided by the total number of pay periods to yield the Pay Period Rate; each Aggrieved Employee shall be paid an individual settlement amount equal to the Pay Period Rate times their individual pay periods worked during the PAGA Period.

- (5) Defendant shall pay the Gross Settlement Amount to a Qualified Settlement Fund, which shall be established by the Settlement Administrator no later than ten (10) calendar days after the Effective Date. The Settlement Administrator will provide to Defendant's attorney a W-9 form for the Qualified Settlement Fund prior to its funding of the Gross Settlement Amount. Defendant shall pay the Gross Settlement Amount within ten (10) calendar days of receiving the aforementioned W-9 form.
- (6) Defendant will provide the Settlement Administrator with a confidential list of the names and addresses of the Aggrieved Employees, together with the number of their individual pay periods, within ten (10) calendar days of receiving the aforementioned W-9 form. This information will be provided confidentially to the Settlement Administrator only, and the Settlement Administrator will treat the information as private and confidential and take all necessary precautions to maintain the confidentiality of such information. This information is to be used only to carry out the Settlement Administrator's duties as specified in this Agreement.
- (7) No later than fifteen (15) calendar days after the Gross Settlement Amount has been paid, the Settlement Administrator shall transmit the Notice of PAGA Settlement (attached hereto as Exhibit "A"), together with settlement checks containing their individual settlement amounts, with no claims process required, to all Aggrieved Employees by first-class United States mail, postage prepaid, to the last known address of each recipient with directions to the Postmaster to forward the Notice of PAGA Settlement and return all undeliverable Notices. Attorneys' fees, costs, and the general release payment to Plaintiff shall also be disbursed by the Settlement Administrator no later than fifteen (15) calendar days after the Gross Settlement Amount has been paid.
- (8) For each settlement check and Notice of PAGA Settlement that is returned as undeliverable, the Settlement Administrator shall promptly attempt to locate the Aggrieved Employee by using an address refresher database. The value of checks uncashed more than 180 days after issuance shall be paid to the Office of the California State Controller – Unclaimed Property Fund, to be held in the name of the respective Aggrieved Employees.
- (9) 100% of the Gross Settlement Amount is considered penalties and will not be subject to local, state or federal tax withholdings. All recipients of payments under this Agreement shall have their payments reported on an IRS Form 1099. The Settlement Administrator shall issue IRS Form 1099s (if required) to the Aggrieved Employees.

Article IV.

Limitations On Use Of This Settlement.

Section 4.01 No Admission of Liability and Facts.

This Agreement and compliance with this Agreement shall not be construed as an admission by Defendant of any liability whatsoever, or as an admission by Defendant of any

violations of Plaintiff's or Aggrieved Employees' rights, violation of any order, law, statute, duty or contract whatsoever. Defendant specifically disclaims any liability to Plaintiff or any other allegedly aggrieved employee for any alleged violation of his/her rights, or for any alleged violation of any order, law, statute, duty or contract. Defendant further denies that, for any purpose other than settling these matters, that this action is appropriate for representative treatment.

Section 4.02 Non-Evidentiary Use.

This Agreement is admissible for purposes of obtaining court approval of the settlement and is intended to be binding on the parties. It is also admissible in the event that either Party is required to file a motion to enforce any of the terms of the Agreement. Neither this Agreement, nor any of its terms, nor any of the negotiations connected with it or proceedings relating to this Agreement, payouts or anything else associated with it, shall be offered or used as evidence by any of the Parties, or their respective counsel in the Litigation or in any other action or proceeding, including to establish any liability or admission on the part of Defendant or any Released Parties, as defined in paragraph 5.01 below, or to establish the existence of any condition constituting a violation of, or noncompliance with, federal, state, local or other applicable law; provided, however, this shall not prevent this Agreement from being used, offered, or received in evidence in any proceeding to enforce, construe, or finalize this Agreement. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it or proceedings relating to this Agreement, payouts or other events associated with it, shall be construed as an admission or concession by Defendant or any Released Parties or establishment of any such violation(s) or failure(s) to comply with any applicable law. Defendant specifically retains the right to defend, on the merits, against any non-settled claims brought by any Aggrieved Employees.

Section 4.03 Severability.

It is understood and agreed that the provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions herein shall not affect the validity and enforceability of the other provisions herein.

Article V.

Release and Waiver of Claims.

Section 5.01 Limited Release By Non-Exempt Aggrieved Employees.

Upon the Effective Date and subject to Defendant's full payment of the Gross Settlement Amount, Plaintiff, on behalf of himself, his heirs, executors, and assigns, the non-exempt Aggrieved Employees, and the State of California, fully release and discharge Defendant, and each of its present and former affiliates, parent companies, subsidiaries, divisions, successors, predecessors, and assigns, and each of its respective past and present shareholders, officers, partners, directors, current and former employees, agents, attorneys, insurers, successors, assigns, representatives, accountants, and all persons acting under, by, through, or in concert with any of them (collectively, "Released Parties") from any and all claims, rights, demands, liabilities, and causes of action of every nature and description, which were alleged in the Action, or which could

have been alleged under PAGA based on the facts pled in the Action, including, but not limited to, claims based on any alleged failure to provide meal and rest periods, failure to pay meal and rest premium pay, failure to issue and provide accurate wage statements, failure to timely pay wages upon separation, failure to provide paid sick leave, violations of the California Private Attorneys General Act, violations of California Labor Code §§ 201-202, 203, 226, 226.3, 226.7, 246, 510, 512, 558, 1174, 1174.5, 2698, 2699, and all claims for costs, attorney's fees, and civil penalties related thereto, based on the facts asserted in the operative complaint in the Action that accrued during the PAGA Period during the periods of time they were classified as non-exempt employees.

Section 5.02 Limited Release By Exempt Aggrieved Employees.

Upon the Effective Date and subject to Defendant's full payment of the Gross Settlement Amount, Plaintiff, on behalf of himself, his heirs, executors, and assigns, the exempt Aggrieved Employees, and the State of California, fully releases and discharges the Released Parties from any and all claims, rights, demands, liabilities, and causes of action of every nature and description, under PAGA, which are based or alleged on the failure to provide paid sick leave and issue complete and accurate wage statement, claims that accrued during the PAGA Period during the periods of time they were classified as exempt employees.

Section 5.03 General Release By Plaintiff Murillo.

Upon the Effective Date and subject to Defendant's full payment of the Gross Settlement Amount, Plaintiff Murillo shall be deemed to have fully, finally, and forever released the Released Parties from any and all claims, obligations, demands, debts, duties, damages, accounts, payments, suits, dues, actions, rights, causes of action, and liabilities against the Released Parties, of whatever kind and nature, character, and description, whether in law or equity, whether sounding in tort, contract, federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law, whether known or unknown, and whether anticipated or unanticipated, including unknown claims covered by Civil Code Section 1542, arising through the date of his signature hereon, for any type of relief, including, without limitation, claims for wages, damages, unpaid costs, penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief. These claims include, but are not limited to, the PAGA Released Claims, violations of California Labor Code §§ 202-203, 204, 226, 226.3, 226.7, 210, 512, 558, 1174, 1174.5, 1197, 2698, 2699, 2800, 2802, 2810.5, as well as any other claims under any provision of the California Labor Code or any applicable California Industrial Welfare Commission Wage Orders, and claims under local, state, or federal discrimination statutes, including, without limitation, the California Fair Employment and Housing Act, California Government Code §§ 12940 *et seq.*; the Unruh Civil Rights Act, California Civil Code §§ 51 *et seq.*; the California Constitution; Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000 *et seq.*; the Americans with Disabilities Act, 42 U.S.C. §§ 12101 *et seq.*; the Employee Retirement Income Security Act of 1974, 29 U.S.C. §§ 1001 *et seq.*; and all of their implementing regulations and interpretive guidelines. With respect to these Released Claims as described in this Section, Plaintiff Murillo shall be deemed to have expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits he may otherwise have had pursuant to Section 1542 of the California Civil Code, which 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, would have materially affected his or her settlement with the debtor or released party.

Notwithstanding Section 1542, each party understands and agrees that this Agreement shall act as a release of all future claims that may arise from Plaintiff Murillo's employment or separation from employment with Defendant, or any other matters that existed between Plaintiff Murillo and the Released Parties up to the date of this Agreement, whether such claims are currently known or unknown, and that each party intentionally waives any rights such party may have under the provisions of Section 1542, as well as under any other statutes or common law principles of similar effect in the State of California or in any other state.

Article VI.

Miscellaneous Provisions.

Section 5.02 Voluntariness.

This Agreement is executed voluntarily and without duress or undue influence on the part of or on behalf of any of the Parties, or of any other person, firm or other entity.

Section 5.03 Amendments.

The terms and provisions of this Agreement may be amended only by a written agreement that is both (a) signed by the Plaintiff, Plaintiff's Counsel, Defendant and Defense Counsel who executed this Agreement and (b) approved by the Court. Any waiver of any provision of this Agreement shall not constitute a waiver of any other provision of this Agreement unless expressly so indicated otherwise.

Section 5.04 Assignment.

None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any Party, Aggrieved Employee, Plaintiff's Counsel, or Defense Counsel without the express written consent of each other Party and their respective counsel hereto. The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the Parties under this Agreement, and shall not be construed to confer any right or to avail any remedy to any other person. Plaintiff expressly warrants that he has not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any claim, demand, action, cause of action, or right released and discharged in this Agreement.

Section 5.05 Governing Law.

This Agreement shall be governed, construed, and interpreted, and the rights of the Parties shall be determined, in accordance with the laws of the State of California.

Section 5.06 Entire Agreement.

This Agreement contains the entire understanding of the Parties hereto in respect of the subject matter contained herein. This Agreement supersedes all prior agreements and understandings among the Parties hereto with respect to the settlement of the Litigation.

Section 5.07 Waiver of Compliance.

Any failure of any Party, Defense Counsel, and/or Plaintiff's Counsel hereto to comply with any obligation, covenant, agreement, or condition herein may be expressly waived in writing, to the extent permitted under applicable law, by the Party or Parties and their respective counsel hereto entitled to the benefit of such obligation, covenant, agreement, or condition. A waiver or failure to insist upon strict compliance with any representation, warranty, covenant, agreement, or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

Section 5.08 Counterparts.

This Agreement, and any amendments hereto, may be executed in any number of counterparts and any Party and/or their respective counsel hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. It shall not be necessary in making proof of this Agreement or any counterpart hereof to produce or account for any of the other counterparts.

Section 5.09 Attorneys' Fees and Costs.

With respect to this Agreement, neither Plaintiff's Counsel nor any other attorneys acting for, or purporting to act for the Aggrieved Employees, or Plaintiff may recover or seek to recover any amounts for fees, costs, or disbursements from the Released Parties or the Gross Settlement Amount except as expressly provided herein. Defendant shall bear its own attorney's fees and costs, and neither Plaintiff's Counsel, Aggrieved Employees or the Plaintiff shall be responsible for Defendant's attorney's fees and costs. If any party moves the Court to enforce this Agreement, the prevailing party shall be entitled to recover from the other party all attorneys' fees and costs incurred to enforce this Agreement.

Section 5.10 Dispute(s).

Should any dispute(s) arise among the Parties or their respective counsel regarding the implementation or interpretation of this Agreement, but excluding any dispute related to non-payment of the Gross Settlement Amount (which is addressed in Section 6.12 herein), the Parties agree to submit any such dispute(s) to the Imperial County Superior Court. To the extent any Party seeks to enforce any of the terms of this Agreement in Court or before the Court, the prevailing party shall be entitled to recover his/her/its/their reasonable attorneys' fees and costs.

Section 5.11 Binding.

This Agreement shall bind and inure to the benefit of the Parties hereto and to their respective successors, assigns, legatees, heirs, and personal representatives.

Section 5.12 Court's Retention of Jurisdiction.

The Court shall retain jurisdiction, pursuant to Code of Civil Procedure section 664.6 and otherwise as permitted by law, to enforce this Settlement.

Section 5.13 Escalator Provision.

This settlement is based on Defendant's representation that there are approximately 2009 pay periods at issue worked by approximately 96 employees who were employed by Defendant in California during the PAGA Period. To the extent that the number of pay periods or Aggrieved Employees increases beyond these numbers by more than 15%, Defendant may pay an increased Gross Settlement Amount proportionate to the larger increase in excess of 15%, or end the PAGA Period on the date when the number of Aggrieved Employees of pay periods did not exceed the 15% threshold.

Section 5.14 Notices.

All notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third business day after mailing by United States first-class mail, return receipt requested, address as follows:

To the Aggrieved Employees/Plaintiff:

Alex P. Katofsky, Esq.
Daniel F. Gaines, Esq.
GAINES & GAINES, APLC
4550 East Thousand Oaks Blvd., Suite 100
Westlake Village, California 91362

To Defendant:

Michael Gentry, Esq.
REINHART BOERNER VAN DEUREN s.c.
1000 North Water Street, Suite 1700
Milwaukee, Wisconsin 53202

IN WITNESS WHEREOF, the Parties have executed this Private Attorneys General Act Settlement Agreement on the date set forth.

APPROVED AND ACCEPTED.

Dated: June 22, 2022

BUILDERS' INSULATION OF OREGON,
LLC

By Jean Murphy, Authorized Agent
Its _____

Dated: June __, 2022 06 / 15 / 2022

By 
BRANDUNN MURILLO

**APPROVED AS TO FORM AND
ATTORNEY OBLIGATIONS ONLY**

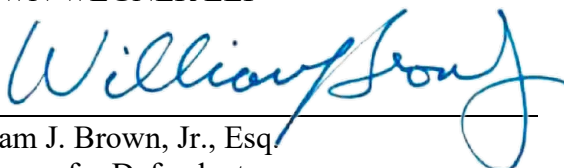
Dated: June 16, 2022

GAINES & GAINES, ALPC

By Daniel F. Gaines
Daniel F. Gaines, Esq.
Alex P. Katofsky, Esq.
Attorneys for Plaintiff

Dated: June 22, 2022

BROWN WEGNER LLP

By 
William J. Brown, Jr., Esq.
Attorneys for Defendant

Dated: June 22, 2022

REINHART BOERNER VAN DEUREN s.c.

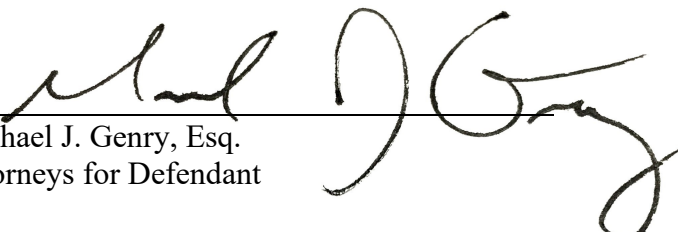
By 
Michael J. Genry, Esq.
Attorneys for Defendant

EXHIBIT A

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF IMPERIAL**

BRANDUNN MURILLO, on behalf of
himself and all “aggrieved employees”
pursuant to Labor Code § 2698 *et seq.*,

Plaintiff,

v.

BUILDERS’ INSULATION OF
OREGON, LLC, an Oregon limited
liability company, and DOES 1 through 10,
inclusive,

Defendants.

Case No. ECU002002

**NOTICE OF SETTLEMENT OF PRIVATE
ATTORNEYS GENERAL ACT CLAIM
(CAL. LABOR CODE § 2698 *ET SEQ.*)**

You have been identified as an individual who worked for Defendant Builders’ Insulation of Oregon, LLC (“Defendant”) in California, as an employee at any time between May 24, 2020 and [INSERT]. (“Aggrieved Employee”).

On July 28, 2021, Plaintiff Brandunn Murillo (the “Plaintiff”) commenced a lawsuit in Imperial Superior Court, case number ECU002002 (the “Lawsuit”) to recover civil penalties. Plaintiff alleges in the lawsuit that Defendant failed provide all meal and rest periods or premium compensation in lieu thereof, provide paid sick leave, timely pay all wages due upon separation of employment, and issue complete and accurate wage statements. For these alleged violations, Plaintiff seeks penalties pursuant to the California Labor Code’s Private Attorneys General Act of 2004, codified at Labor Code § 2698 *et seq.* (“PAGA”).

Defendant denies Plaintiff’s allegations and disputes all of Plaintiff’s claims. The Lawsuit was litigated and following an investigation, the Parties reached a settlement which takes into account the uncertainties and risks of proceeding with litigation.

The Court approved the settlement on [REDACTED] and has determined that the settlement is fair and reasonable. The payment which accompanies this notice is made to you pursuant to the terms of the Settlement.

The Court-approved settlement contains the following releases of claims, to which you are bound:

Limited Release By Non-Exempt Aggrieved Employees

Upon the Effective Date and subject to Defendant's full payment of the Gross Settlement Amount, Plaintiff, on behalf of himself, his heirs, executors, and assigns, the non-exempt Aggrieved Employees, and the State of California, fully release and discharge Defendant, and each of its present and former affiliates, parent companies, subsidiaries, divisions, successors, predecessors, and assigns, and each of its respective past and present shareholders, officers, partners, directors, current and former employees, agents, attorneys, insurers, successors, assigns, representatives, accountants, and all persons acting under, by, through, or in concert with any of them (collectively, "Released Parties") from any and all claims, rights, demands, liabilities, and causes of action of every nature and description, which were alleged in the Action, or which could have been alleged under PAGA based on the facts pled in the Action, including, but not limited to, claims based on any alleged failure to provide meal and rest periods, failure to pay meal and rest premium pay, failure to issue and provide accurate wage statements, failure to timely pay wages upon separation, failure to provide paid sick leave, violations of the California Private Attorneys General Act, violations of California Labor Code §§ 201-202, 203, 226, 226.3, 226.7, 246, 510, 512, 558, 1174, 1174.5, 2698, 2699, and all claims for costs, attorney's fees, and civil penalties related thereto, based on the facts asserted in the operative complaint in the Action that accrued during the PAGA Period during the periods of time they were classified as non-exempt employees.

Limited Release By Exempt Aggrieved Employees

Upon the Effective Date and subject to Defendant's full payment of the Gross Settlement Amount, Plaintiff, on behalf of himself, his heirs, executors, and assigns, the exempt Aggrieved Employees, and the State of California, fully releases and discharges the Released Parties from any and all claims, rights, demands, liabilities, and causes of action of every nature and description, under PAGA, which are based or alleged on the failure to provide paid sick leave and issue complete and accurate wage statement, claims that accrued during the PAGA Period during the periods of time they were classified as exempt employees.

If you have any questions, please contact Gaines & Gaines, APLC, counsel for Plaintiff, at (866) 550-0855.

TITLE	Settlement Agreement
FILE NAME	Settlement Agreem...f Oregon, LLC.pdf
DOCUMENT ID	5545b5c2ca4aa7e69896cdc49c60a9facadf91b1
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Signed

Document History



SENT

06 / 15 / 2022

18:09:35 UTC

Sent for signature to Brandunn Murillo

[REDACTED] from office@gaineslawfirm.com

IP: [REDACTED]



VIEWED

06 / 15 / 2022

21:11:05 UTC

Viewed by Brandunn Murillo

IP: [REDACTED]



SIGNED

06 / 15 / 2022

23:10:49 UTC

Signed by Brandunn Murillo

IP: [REDACTED]



COMPLETED

06 / 15 / 2022

23:10:49 UTC

The document has been completed.