

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

Acosta v. Dumbhalia
San Francisco Superior Court
Case Number: CGC-22-597788

IT IS HEREBY STIPULATED AND AGREED by and among the undersigned Parties, subject to the approval of the Court, that the settlement of the above-listed action with respect to various 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 ("PAGA Settlement" or "Agreement").

This Agreement is made by and between Defendants Kanu Dumbhalia, Rajan Investments 2, LLC, Rajan Investments, LLC, and Coliseum Motel, LLC ("Defendants"), on the one hand, and Plaintiffs Lilian Acosta and Wendy Reyes ("Plaintiffs"), on the other hand, for themselves, the Aggrieved Employees (defined below), and on behalf of the State of California. Defendants and Plaintiffs, as defined herein, are sometimes together referred to as the "Parties." This Agreement shall be effective upon the last date upon which it is signed and exchanged between the Parties.

The Parties agree that all representative PAGA claims brought, or that could have been brought, based upon the facts alleged in San Francisco Superior Court Case No. CGC-22-597788 (the "Action") in which Plaintiffs allege Defendants, inter alia, (1) failed to pay Plaintiffs and Aggrieved Employees all wages owed, including minimum and overtime wages; (2) failed to provide Plaintiffs and Aggrieved Employees compliant meal and rest periods or pay meal and rest period premiums in lieu thereof; (3) failed to issue Plaintiffs and Aggrieved Employees accurate itemized wage statements and/or maintain accurate records; (4) failed to timely pay all wages owed during and upon separation of employment; and (5) failed to provide reimbursement for necessary business expenses, shall be, and hereby are, fully, completely, and forever ended, settled, compromised, resolved, and concluded in exchange for and by agreement of Defendants to pay the gross sum of One Hundred and Five Thousand Dollars and Zero Cents (\$105,000.00) (hereinafter referred to as the "PAGA Settlement Sum"), subject to the payment provisions described herein, in full and final settlement of all PAGA civil penalties sought in the Action, the amount of which shall be inclusive of any and all attorney fees and costs for Plaintiffs' Counsel, in connection with this Agreement and releases by Plaintiffs and the Aggrieved Employees.

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) “Action” means *Acosta et al. v. Dumbhalia et al*, San Francisco Superior Court Case No. CGC-22-597788.
- (b) “Aggrieved Employees” means all individuals who are, or previously were, employed by Defendants in California and classified as a non-exempt employee during the PAGA Period.
- (c) “Complaint” means the operative complaint in the Action, which is the Second Amended Complaint (SAC) filed by Plaintiffs on February 7, 2023 in San Francisco County Superior Court, inclusive of the PAGA notice submitted to the California Labor and Workforce Development Agency (“LWDA”) by Plaintiffs on or around May 13, 2021, the filing of which was a procedural prerequisite for Plaintiffs to pursue recovery of civil penalties under PAGA.
- (d) “Court” means the Superior Court for the State of California, County of San Francisco.
- (e) “Defendants’ Counsel” or “Counsel for Defendant” are:
 - Michael Heath, Esq.
 - Walter Lin, Esq.
 - Law Offices of Michael Heath
 - 3251 Steiner Street
 - San Francisco, CA 94123
 - phone: (415) 931-4207
 - fax: (415) 931-4117
 - e-mail: mheath@mheathlaw.com
 - wlin@mheathlaw.com
- (f) “Effective Date” means the date the Court enters an order granting approval of the Parties’ PAGA Settlement.
- (g) “Notice to Employee of PAGA Settlement” means the notice attached hereto as Exhibit A which will be mailed to Aggrieved Employees with their settlement check.

- (h) “PAGA Settlement Sum” means the total, maximum, all-in settlement amount of One Hundred and Five Thousand Dollars and Zero Cents (\$105,000.00) to be paid by Defendants in full satisfaction of all PAGA claims arising from the Action.
- (i) “Pay Periods” means any pay period in which an Aggrieved Employee performed work for Defendants in California during the PAGA Period.
- (j) “Plaintiffs’ Counsel” are:
 - Marco A. Palau
 - Joseph D. Sutton
 - Eric S. Trabucco
 - ADVOCATES FOR WORKER RIGHTS LLP
 - 212 9th Street, Suite 314
 - Oakland, California 94607
- (k) “PAGA Period” or “Release Period” means the time period of May 13, 2020 through the date the Court grants approval of the PAGA Settlement.
- (l) “Service Award” means the payment approved by the Court to Plaintiffs for bringing the Action on behalf of the State of California and Aggrieved Employees, and participating in the litigation of this Action.
- (m) “Settlement Administrator” means Phoenix Class Action Administration Solutions (“Phoenix”).

Article II.

Background.

Section 2.01 Procedural Background.

- (a) On May 13, 2021, counsel for Plaintiffs submitted a letter to the California Labor and Workforce Development Agency (“LWDA”) and Defendants, which described Plaintiffs’ intent to pursue recovery of civil penalties on behalf of the State of California against Defendants for claims arising under Labor Code sections 201, 202, 203, 204, 210, 223, 225.5, 226, 226.3, 226.7, 226.8, 246, 246.5, 247, 247.5, 248.5, 256, 510, 512, 558, 1102.5, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, and 2802 and the provisions of the applicable IWC Wage Order (the “PAGA Notice”). The PAGA letter was amended on or about January 24, 2022.
- (b) On January 24, 2022, Plaintiffs filed an individual and PAGA representative action complaint in San Francisco Superior Court entitled *Acosta et al. v. Dumbhalia et al.*, Case No. CGC-22-597788, which seeks recovery of damages for Plaintiffs and civil penalties on behalf of putative aggrieved employees. Plaintiffs filed a First Amended Complaint on January 24, 2022 and a Second Amended Complaint on February 7, 2023. Plaintiffs seek damages individually on behalf of themselves for the following causes of action: (1) Failure

to Compensate for All Hours Worked; (2) Violation of the San Francisco Minimum Wage; (3) Failure to Pay Overtime Wages; (4) Failure to Provide Rest Breaks or Pay Wages in Lieu Thereof; (5) Failure to Provide Meal Periods or Pay Premium Wages in Lieu Thereof; (6) Failure to Provide Accurate Itemized Wage Statements; (7) Waiting Time Penalties; (8) Private Attorney General Act; (9) Unlawful Retaliation, Adverse Actions and Wrongful Termination; and (9) Violation of UCL for claims arising under. Plaintiffs also seek civil penalties payable to the State of California and the Aggrieved Employees pursuant to Labor Code sections 201, 202, 203, 204, 210, 223, 225.5, 226, 226.3, 226.7, 226.8, 246, 246.5, 247, 247.5, 248.5, 256, 510, 512, 558, 1102.5, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2802, and 6310 and 6400, and the provisions of the applicable IWC Wage Order for violations of the minimum wage, overtime, rest and meal period, and record-keeping requirements under California law (the "Action").

- (c) During the course of the Action, the Parties engaged in discovery and investigation into Plaintiffs' claims. The Parties reached this PAGA Settlement only after such discovery and investigation was performed, and after the Parties engaged in an arm's-length mediation before Hon. Kevin J. Murphy (Ret.), an experienced wage and hour mediator, over the course of two mediation sessions, the first on April 10, 2023 and the second on March 7, 2024.
- (d) In connection with this PAGA Settlement, Plaintiffs' representative PAGA claims that were, or could have been brought based on the facts alleged in the operative complaint, under California Labor Code, including sections 201, 202, 203, 204, 210, 223, 225.5, 226, 226.3, 226.7, 226.8, 246, 246.5, 247, 247.5, 248.5, 256, 510, 512, 558, 1102.5, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2802; and 6310 and 6400, and the provisions of the applicable IWC Wage Order be dismissed with prejudice through the entry of the Order granting approval of the Parties' PAGA Settlement in the Action.
- (e) This PAGA Settlement contemplates the entry of an order by the Court approving the payment allocated for settlement of the PAGA penalties sought in the Action and dismissal of the Action with prejudice.

Article III.

Approval and Implementation of Settlement.

Section 3.01 Court Approval of the PAGA Settlement; Mutual Cooperation.

Plaintiffs' Counsel shall be responsible for preparing and filing a Motion for Approval of the PAGA Settlement ("Motion"). The Parties will cooperate in obtaining, through such motion, an Order from the Court approving the payment of the PAGA Settlement Sum as described in this Agreement at the earliest possible date.

Concurrently with the submission of this Agreement to the Court, Plaintiffs shall submit it to the LWDA, as required by PAGA. The Parties agree to use their best efforts to expedite the preparation and submission of the settlement approval documents. The Parties further agree to fully cooperate in the drafting and/or filing of any further documents reasonably necessary to be

prepared or filed in order to effectuate the approval and implementation of the PAGA Settlement and shall take all steps that may be requested by the Court relating to or that are otherwise necessary to obtain such approval, as described in this Agreement.

The Court's approval of the payment of the PAGA Settlement Sum as described in this Agreement shall be embodied in a written Order, which shall be transmitted to the LWDA by Plaintiffs promptly upon entry, as required by PAGA. Should the Court not grant approval of the payment of the PAGA Settlement Sum as described in this Agreement, the Parties shall make best efforts to address the Court's concerns with the purpose of obtaining Court approval, and Plaintiffs shall be permitted to file a successive Stipulation and/or Motion for Court Approval altering the allocation of the Settlement Sum funds. Should the Court not grant approval with prejudice of payment of the PAGA Settlement Sum and as to the material terms of the PAGA Settlement on a successive Motion/Stipulation for Court Approval, this Agreement shall be null and void and have no further effect. The Parties shall be returned to their prior positions, with any and all rights and arguments intact and undisturbed.

Section 3.02 Settlement Payment Procedures.

(a) Payment of PAGA Settlement Sum.

- (1) Defendants agrees to pay the total, all in, maximum amount of One Hundred and Five Thousand Dollars and Zero Cents (\$105,000.00) to fully and finally settle and compromise the PAGA claims in the Action. The PAGA Settlement Sum shall be paid as described in Section 3.02(a)(2) below, shall cover, resolve, and fully and completely satisfy any and all amounts owed to the State of California and Aggrieved Employees in the Action, including all amounts allocated to Plaintiffs' attorney fees and costs, and in settlement of all of Plaintiffs' claims pursuant to PAGA for all claims arising under, *inter alia*, California Labor Code sections 201, 202, 203, 204, 210, 223, 225.5, 226, 226.3, 226.7, 226.8, 246, 246.5, 247, 247.5, 248.5, 256, 510, 512, 558, 1102.5, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2802, and 6310 and 6400, and the provisions of the applicable IWC Wage Order and all related or associated claims which were asserted, or which could have been asserted based upon the facts alleged, in the Complaint. In the event this Agreement is canceled, rescinded, terminated, voided or nullified, however that may occur, or the PAGA Settlement is barred by operation of law, invalidated, or ordered not to be carried out by a court of competent jurisdiction, Defendants shall have no obligation to pay any of the PAGA Settlement Sum. The Parties agree there are no circumstances that would require Defendants to pay any amount greater than the PAGA Settlement Sum in connection with this Agreement.
- (2) Defendants' funding of the PAGA Settlement Sum is conditioned upon the Court's approval of the PAGA Settlement, after which Defendants shall deposit the total amount of the PAGA Settlement Sum with the Settlement Administrator no later than ninety (90) calendar days after the Effective Date. Defendants' deposit of the PAGA Settlement Sum shall be performed either by mailing a check to the Settlement Administrator's designated address, or by wire transfer to the Settlement Administrator's designated account. The date Defendants mails or wires the PAGA

Settlement Sum to the Settlement Administrator shall be considered the date of payment.

- (3) Within thirty (30) calendar days of the Effective Date, Defendants will send a list to the Settlement Administrator which will contain each Aggrieved Employee's: (1) full name; (2) full social security number; (3) last-known address; and (4) number of Pay Periods worked during the PAGA Period.
- (4) The "Net Settlement Fund" or "Net PAGA Penalties" shall be calculated by deducting from the PAGA Settlement Sum the following: (1) up to, but not exceeding \$35,000.00 for the payment of Plaintiffs' Counsel's attorney fees (one third of the gross PAGA Settlement Sum); (2) up to, but not exceeding, \$3,966.49 for the payment of Plaintiffs' Counsel's costs; (3) up to, but not exceeding, \$2,750 for the payment of the Parties' chosen and approved Settlement Administrator; and (4) up to, but not exceeding, \$2,500 to each Plaintiff as a Service Award. The Net PAGA Penalties are currently estimated to total approximately \$58,283.51. The Net PAGA Penalties will be allocated and distributed pursuant to Labor Code section 2699(i) with 75% (i.e. \$43,712.63) paid to the LWDA and 25% (i.e. \$14,570.88) paid to the Aggrieved Employees on a pro-rata basis according to the number of Pay Periods they worked in the PAGA Period. If the Court does not approve the full amount of any of the items in this paragraph, such amount(s) not approved shall be re-allocated into the Net PAGA Penalties for distribution to the LWDA and the Aggrieved Employees consistent with PAGA.

(b) Distribution of the PAGA Settlement Sum.

- (1) Distribution of the PAGA Settlement Sum shall be conditioned upon the Effective Date first occurring, then it will proceed as follows:
 - a) The Settlement Administrator shall distribute the amounts described in paragraph 3.02(a)(4) within fifteen (15) calendar days of Defendants' payment of the PAGA Settlement Sum.
 - i) The 25% portion of the Net PAGA Penalties to be distributed to the Aggrieved Employees will be divided pro-rata among and paid to all Aggrieved Employees according to the total number of Pay Periods that each Aggrieved Employee worked during the PAGA Period.
 - ii) All interest accrued on the PAGA Settlement Sum shall be distributed 75% to the LWDA and 25% to the Aggrieved Employees. The Settlement Administrator shall transmit the settlement checks to the Aggrieved Employees, with no claims process required, by first-class United States mail, postage prepaid, to the last known address of each recipient with directions to the Postmaster to return all undeliverable settlement checks.
 - iii) The Settlement Administrator shall include a Notice to Employee of PAGA Settlement with each payment made to Aggrieved Employees.

- (2) For each settlement check that is returned as undeliverable, the Settlement Administrator shall promptly attempt to locate the Aggrieved Employee by using an address refresher database. Any settlement checks that remain uncashed more than 180 calendar days after issuance shall be paid to the California State Controller, with the identity of the Aggrieved Employee(s) to whom the funds belong, to be held for the Aggrieved Employee(s) per the California Unclaimed Property Law, in the interest of justice. The money paid to the State Controller will remain each of the Aggrieved Employee's property to the extent permitted by law.
- (3) The entire amount of the PAGA Settlement Sum is considered penalties or attorney fees/costs and will not be subject to local, state, or federal tax withholdings. All recipients of payments under this PAGA Settlement shall have their payments reported on an IRS Form 1099 via the Settlement Administrator if required.
- (4) The Parties approve of the

Article IV.

Limitations On Use Of This Settlement.

Section 4.01 No Admission.

This Agreement, and compliance with this Agreement, shall not be construed as an admission by Defendants of any liability whatsoever, or as an admission by Defendants of any violations of Plaintiffs' or Aggrieved Employees' rights, violation of any order, law, statute, duty or contract whatsoever. Defendants specifically disclaims any liability to Plaintiffs 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. Defendants further deny for any purpose other than settling this matter, that this action is appropriate for representative treatment.

Section 4.02 No Use; Non-Evidentiary Use.

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 publicized, marketed, or advertised by Plaintiffs or Plaintiffs' Counsel, nor offered or used as evidence by any of the Parties or their respective counsel in the Action or in any other action or proceeding, including to establish any liability or admission on the part of Defendants or any Released Parties (defined below in Section 5.01) 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. Defendants and the Released Parties may also use this Agreement as an affirmative defense and bar, in whole or in part, to any future or subsequent claims or suits by the Aggrieved Employees, or others, in whole or in part, to the extent applicable. 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 Defendants or any Released Parties or establishment of any such violation(s) or failure(s) to comply with any

applicable law. Defendants specifically retain the right to defend, on the merits, against any non-settled claims brought by any allegedly Aggrieved Employees.

Article V.

Release and Waiver of Claims; Non-Disparagement.

Section 5.01 Release of Claims by Aggrieved Employees.

Upon approval of the PAGA Settlement by the Court, Plaintiffs, on behalf of themselves and his heirs, executors, and assigns, and the State of California, fully release and discharge Defendants, and each of their present and former parent companies, subsidiaries, divisions, affiliates, successors, predecessors, and assigns, and each of its respective past and present owners, officers, directors, operators, managing agents, members, shareholders, partners, employees, agents, franchisors, franchisees, attorneys, insurers, successors, assigns, representatives, accountants, payroll providers, benefits providers, and all persons acting jointly, under, by, through, or in concert with any of them (collectively, the “Released Parties”) from any and all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based upon the facts stated in the Complaint and the PAGA notice submitted by Plaintiff, which occurred during the PAGA Period, including but not limited to those claims arising under California Labor Code sections 201, 202, 203, 204, 210, 223, 225.5, 226, 226.3, 226.7, 226.8, 246, 246.5, 247, 247.5, 248.5, 256, 510, 512, 558, 1102.5, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2802, and 6310 and 6400, and the provisions of the applicable IWC Wage Order (the “Released Claims”).

As a result of this release, the State of California and the Aggrieved Employees will be unable to bring or recover a claim against any of the Released Parties under the California Private Attorneys General Act, California Labor Code section 2698 et seq., for any violations of the Released Claims that took place during the Release Period. Defendants and the Released Parties shall have no liability for payment of civil penalties arising out of the Released Claims in this Action except as set forth in this Agreement.

Article VI.

Miscellaneous Provisions.

Section 6.01 Drafting.

The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed more strictly against one party merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arm’s-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

Section 6.02 Acknowledgement that the Settlement is Fair and Reasonable.

The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Settlement Agreement after arm's-length negotiations by experienced counsel. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement Agreement.

Section 6.03 Mutual Preparation.

The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed more strictly against one party merely by virtue of the fact that it may have been prepared by counsel for one of the Parties; it being recognized that, because of the arm's length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

Section 6.04 Representation By Counsel.

The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this Settlement Agreement has been executed with the consent and advice of counsel and reviewed in full.

Section 6.05 Waiver of Right to Appeal.

Provided that the Court's Order granting approval of this PAGA Settlement is consistent with the terms and conditions of the Settlement Agreement, Plaintiffs, Aggrieved Employees, the LWDA, and Defendants, inclusive, hereby waive any and all rights to appeal in connection with any issue in the Court's Order, including, but not limited to, all rights to any post-judgment proceeding and/or appellate proceeding, such as a motion to vacate or set-aside judgment, a motion for new trial, and any extraordinary writ, and the Order will become final and non-appealable at the time it is entered. This provision does not in any way impact Plaintiffs', Defendants', nor Plaintiffs' Counsel's right to appeal any adverse rulings entered as a result of any objections and/or other collateral attacks.

Section 6.06 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 6.07 Amendments.

The terms and provisions of this Agreement may be amended only by a written agreement that is both: (a) signed by the Plaintiffs and Defendant; 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 6.08 Assignment.

None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any Party, Aggrieved Employee, 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. Plaintiffs expressly warrant that they have not transferred to any person or entity any right or cause of action, or claim released by this Agreement.

Section 6.09 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 6.10 Entire Agreement.

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

Section 6.11 Waiver of Compliance.

Any failure of any Party 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 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 6.12 Counterparts.

The Parties hereby acknowledge that this Agreement may be executed in counterpart originals with like effect as if executed in a single original document. The Parties also agree that a facsimile, scanned, or electronically signed copy (provided it complies with California Civil Code sections 1633.1, *et seq.* and the party provides appropriate verification) of the signed Agreement shall have the same force and effect as an original signed Agreement.

Section 6.13 Attorney Fees and Costs.

With respect to this Agreement, neither Plaintiffs' Counsel nor any other attorneys acting for, or purporting to act for the Aggrieved Employees, or Plaintiffs may recover, or seek to recover, any amounts for fees, costs, or disbursements from the Released Parties or the PAGA Settlement Sum except as expressly provided herein. Defendants shall bear its own attorney fees and costs, and neither Plaintiffs' Counsel, the Aggrieved Employees, or Plaintiffs shall be responsible for Defendants' attorney fees and costs.

Section 6.14 Continued Jurisdiction.

The Court shall retain jurisdiction to enforce this Agreement pursuant to Code of Civil Procedure section 664.6; if any party moves the Court to enforce this Agreement, the prevailing

party shall be entitled to recover from the other party all attorney fees and costs incurred to enforce this Agreement.

Section 6.15 Dispute(s).

Should any dispute(s) arise among the Parties or their respective counsel regarding the implementation or interpretation of this Agreement, the Parties shall submit any such dispute(s) to the 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 reasonable attorney fees and costs.

Section 6.16 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 6.17 Default, Notice and Cure; Time is of the Essence.

If Defendants fails to timely make any payment required herein, it shall be in default. Plaintiffs shall give Counsel for Defendants notice of the default by e-mail and Defendants shall have fifteen (15) calendar days thereafter to cure the default. The Parties agree that time is of the essence with respect to all provisions of this Agreement.

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

APPROVED AND ACCEPTED.

Dated: 03/26/2024

PLAINTIFF LILIAN ACOSTA



Lilian Acosta

Dated: 03/26/2024

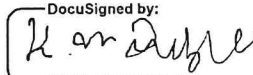
PLAINTIFF WENDY REYES



Wendy Reyes

Dated: 4/9/2024

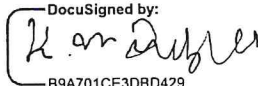
DEFENDANT RAJAN INVESTMENTS,
LLC

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Tony Dumbhalia

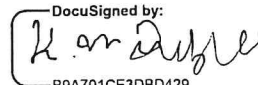
Dated: 4/9/2024

DEFENDANT RAJAN INVESTMENTS 2,
LLC

By: 
Tony Dumbhalia

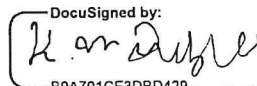
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DEFENDANT COLISEUM MOTEL, LLC

By: 
Tony Dumbhalia

Dated: 4/9/2024

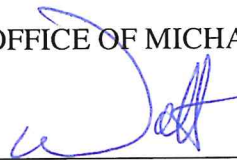
DEFENDANT KANU DUMBHALIA

By: 
Kanu Dumbhalia

Approved as to Form:

Dated: 4/10/2024

LAW OFFICE OF MICHAEL HEATH

By: 
Michael Heath
Walter Lin
Attorneys for Defendants

Dated: March 26, 2024

ADVOCATES FOR WORKERS RIGHTS LLP

By: 
Marco A. Palau
Joseph D. Sutton
Eric S. Trabucco
Attorneys for Plaintiffs