

AEGIS LAW FIRM, PC

SAMUEL A. WONG, State Bar No. 217104

KASHIF HAQUE, State Bar No. 218672

JESSICA L. CAMPBELL, State Bar No. 280626

JOSEPH M. SZILAGYI, State Bar No. 317450

9811 Irvine Center Drive, Suite 100

Irvine, California 92618

Email: jcampbell@aegislawfirm.com

Email: jszilagyi@aegislawfirm.com

Telephone: (949) 379-6250

Facsimile: (949) 379-6251

Attorneys for Plaintiff Aurora Agum,
individually and on behalf of all others similarly situated.

[Additional counsel listed on following page]

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

AURORA AGUM, individually and on behalf of
all others similarly situated,

Plaintiff,

vs.

ABACUS BUSINESS CAPITAL, INC.; and
DOES 1 through 20, inclusive,

Defendants.

Case No. 21STCV17554

*Assigned For All Purposes To:
Yvette M. Palazuelos
Dept. 9*

**STIPULATION AND SETTLEMENT
OF CLASS ACTION CLAIMS**

1 SUREN N. WEERASURIYA (SBN 278521)
2 **GONZALEZ WEERASURIYA, APC**
3 206 West 4th Street, Suite 340
4 Santa Ana, California 92701
5 P: (714) 367-6944
6 F: (714) 242-1597
7 suren@gwlawapc.com
8
9 Attorneys for Defendant Abacus Business Capital, Inc.
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1 This Class Action Settlement Agreement (“Agreement”) is made by and between Plaintiff
2 Aurora Agum (“Plaintiff”) and Defendant Abacus Business Capital, Inc. (“Defendant”). The
3 Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

4 **I. DEFINITIONS**

5 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against
6 Defendant captioned *Aurora Agum, individually and on behalf of all others similarly situated v.*
7 *Abacus Business Capital, Inc.; and DOES 1 through 20, inclusive*, Case No. 21STCV17554, initiated
8 on May 10, 2021 and pending in Superior Court of the State of California, County of Los Angeles.

9 1.2. “Administrator” means Phoenix Settlement Administrators, the neutral entity the
10 Parties have agreed to appoint to administer the Settlement.

11 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid
12 from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with
13 the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary
14 Approval of the Settlement.

15 1.4. “Class” means all current and former non-exempt employees who are or were
16 employed by Defendant in California at any time during the Class Period.

17 1.5. “Class Counsel” means:

18 AEGIS LAW FIRM, PC
19 Samuel A. Wong
Kashif Haque
20 Jessica L. Campbell
Joseph M. Szilagyi
21 Lisa B. Iturriaga
9811 Irvine Center Drive, Suite 100
22 Irvine, California 92618
Telephone: (949) 379-6250
23 Facsimile: (949) 379-6251

24 1.6. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment”
25 mean the amounts allocated to Class Counsel for reasonable attorneys’ fees, subject to Court approval
26 and in an amount that is not more than thirty-five percent of the Gross Settlement Fund and expenses,
27 respectively, incurred to prosecute the Action.
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1.7. “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks.

1.8. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member.

1.9. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member 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 Class Members.

1.10. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English [with a Spanish translation, if applicable] in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.11. “Class Period” means the period from November 13, 2017, through November 2, 2022.

1.12. “Class Representative” means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.

1.13. “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.

1.14. “Court” means the Superior Court of California, County of Los Angeles.

1.15. “Defendant” means named Defendant Abacus Business Capital, Inc.

1.16. “Defense Counsel” means

GONZALEZ WEERASURIYA, APC
Suren N. Weerasuriya
suren@gwlawapc.com
206 West 4th Street, Suite 340
Santa Ana, California 92701
P: (714) 367-6944
F: (714) 242-1597

1 1.17. "Effective Date" means the date by when both of the following have occurred: (a) the
2 Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the
3 Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no
4 Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one
5 or more Participating Class Members objects to the Settlement, the day after the deadline for filing a
6 notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after
7 the appellate court affirms the Judgment and issues a remittitur.

8 1.18. "Final Approval" means the Court's order granting final approval of the Settlement.

9 1.19. "Final Approval Hearing" means the Court's hearing on the Motion for Final
10 Approval of the Settlement.

11 1.20. "Final Judgment" means the Judgment Entered by the Court upon Granting Final
12 Approval of the Settlement.

13 1.21. "Gross Settlement Amount" means \$1,700,000 which is the total amount Defendant
14 agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement
15 Amount will be used to pay Individual Class Payments, Class Counsel Fees, Class Counsel Expenses,
16 Class Representative Service Payment, the PAGA Settlement Amount, and the Administration
17 Expenses Payment.

18 1.22. "Individual Class Payment" means the Participating Class Member's pro rata share
19 of the Net Settlement Amount calculated according to the number of Workweeks worked during the
20 Class Period and after reduction for the employee share of taxes and withholdings with respect to the
21 portion of the share that is allocated toward wages.

22 1.23. "Individual PAGA Payment" means each PAGA Group Employee's *pro rata* share
23 of the PAGA Payment calculated according to the number of Pay Periods, if any, worked during the
24 PAGA Period.

25 1.24. "Judgment" means the judgment entered by the Court based upon the Final Approval.

26 1.25. "LWDA" means The State of California Labor and Workforce Development Agency.
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1 1.26. "LWDA Payment" means 75% of the \$100,000 PAGA Settlement Amount (as
2 defined below), which subject to Court approval, will be paid to the LWDA pursuant to Paragraph
3 3.2.5 of this Agreement, as provided for below.

4 1.27. "Net Settlement Amount" means the Gross Settlement Amount, less the following
5 payments in the amounts approved by the Court: Class Representative Service Payment, Class
6 Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the PAGA Settlement Amount,
7 employee-side taxes, and the Administration Expenses Payment.

8 1.28. "Non-Participating Class Member" means any Class Member who opts out of the
9 Settlement by sending the Administrator a valid and timely Request for Exclusion.

10 1.29. "PAGA" means the California Private Attorneys General Act of 2004, which is
11 codified in California Labor Code §§ 2698 et seq.

12 1.30. "PAGA Settlement Amount" means the portion of the Gross Settlement Amount
13 allocated to the resolution of PAGA Group Members' claims arising under PAGA. The Parties have
14 agreed that the PAGA Settlement Amount is One Hundred Thousand Dollars (\$100,000), subject to
15 Court approval. Of the PAGA Settlement Amount, 75% will be considered the LWDA Payment,
16 and the remaining 25% will be distributed to PAGA Group Members.

17 1.31. "PAGA Group Members" means all current and former non-exempt employees who
18 are or were employed by Defendant in California at any time between May 10, 2020, through
19 November 2, 2022 ("PAGA Period").

20 1.32. "Participating Class Member" means a Class Member who does not submit a valid
21 and timely Request for Exclusion from the Settlement.

22 1.33. "Plaintiff" means Aurora Agum, the named plaintiff in the Action.

23 1.34. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of
24 the Settlement.

25 1.35. "Preliminary Approval Order" means the proposed Order Granting Preliminary
26 Approval.

27 1.36. "Released Class Claims" means the claims being released as described in Paragraph
28 5.2 below.

1 1.37. “Released Parties” means: Defendant, its predecessors, successors, assigns, parent,
2 subsidiaries, and affiliates and all of their respective former and present directors, officers,
3 shareholders, owners (direct or indirect), general partners, limited partners, representatives,
4 members, attorneys, and insurers.

5 1.38. “Request for Exclusion” means a Class Member’s submission of a written request to
6 be excluded from the Class Settlement signed by the Class Member.

7 1.39. "Response Deadline" means 45 calendar days after the Administrator mails Notice to
8 Class Members, and shall be the last date on which Class Members may: (a) fax, email, or mail
9 Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the
10 Settlement. Class Members to whom Notice Packets are resent after having been returned
11 undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response
12 Deadline has expired.

13 1.40. “Settlement” means the disposition of the Action effected by this Agreement and the
14 Judgment.

15 1.41. “Workweek” means any week during which a Class Member worked for Defendant
16 for at least one day as a non-exempt employee in California, during the Class Period.

17 II. RECITALS

18 2.1. On May 10, 2021, Plaintiff commenced this Action by filing a Complaint alleging
19 causes of action against Defendant for failure to pay minimum wages; failure to pay overtime wages;
20 failure to provide meal periods; failure to permit rest breaks; failure to provide accurate itemized
21 wage statements; failure to pay all wages due upon the separation of employment; and violations of
22 the Business and Professions Code section 17200, *et seq.* Pursuant to this Settlement, the Parties have
23 stipulated to allow Plaintiff to file a First Amended Complaint to additionally allege violations of
24 PAGA based on the same allegations in the complaint filed to commence this Action. The First
25 Amended Complaint will be the operative complaint in the Action (the “Operative Complaint.”)
26 Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the
27 laws identified in the Operative Complaint and denies any and all liability for the causes of action
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1 alleged. Defendant further contends that its policies, procedures, and practices relating to the claims
2 alleged or that could have been alleged, were compliant and lawful at all times.

3 2.2. On July 5, 2022, the Parties participated in an all-day mediation presided over by the
4 Hon. Carl J. West (ret.) which led to this Agreement to settle the Action.

5 2.3. Prior to mediation, Plaintiff obtained, through formal and informal discovery and
6 following meet and confer discussions between the Parties' counsel, time-punch and pay records
7 from Plaintiff and Class Members; data points related to Plaintiff's and Class Members' employment
8 for purposes of calculating estimated damages; and Defendant's relevant written policies. Plaintiff's
9 investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker*
10 *Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168
11 Cal.App.4th 116, 129-130 ("Dunk/Kullar").

12 2.4. The Court has not granted class certification.

13 **III. MONETARY TERMS**

14 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below,
15 Defendant promises to pay \$1,700,000 as the Gross Settlement Amount and to separately pay any
16 and all employer-side payroll taxes owed on the Wage Portions of the Individual Class Payments.
17 Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the
18 deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross
19 Settlement Amount without asking or requiring Participating Class Members to submit any claim as
20 a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

21 3.2. Payments from the Gross Settlement Amount. The Administrator will make and
22 deduct the following payments from the Gross Settlement Amount, in the amounts specified by the
23 Court in the Final Approval:

24 3.2.1. To Plaintiff: Class Representative Service Payment to the Class
25 Representative of not more than \$10,000 (in addition to any Individual Class Payment and
26 any Individual PAGA Payment the Class Representative is entitled to receive as a
27 Participating Class Member). Defendant will not oppose Plaintiff's request for a Class
28 Representative Service Payment that does not exceed this amount. As part of the motion for

1 Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek
2 Court approval for any Class Representative Service Payments prior to the Final Approval
3 Hearing. If the Court approves a Class Representative Service Payment less than the amount
4 requested, the Administrator will retain the remainder in the Net Settlement Amount. The
5 Administrator will issue Plaintiff an IRS Form 1099 reflecting payment of the Class
6 Representative Service Payment. Plaintiff assumes full responsibility and liability for
7 employee taxes owed on the Class Representative Service Payment.

8 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 35%,
9 which is currently estimated to be \$595,000.00, and a Class Counsel Litigation Expenses
10 Payment of not more than \$25,000.00. Defendant will not oppose requests for these payments
11 provided that the requests do not exceed these amounts. Plaintiff and/or Class Counsel will
12 file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later
13 than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel
14 Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts
15 requested, the Administrator will allocate the remainder to the Net Settlement Amount.
16 Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel
17 arising from any claim to any portion of any Class Counsel Fee Payment and/or Class Counsel
18 Litigation Expenses Payment. The Administrator will issue IRS 1099 Forms as required by
19 law reflecting the Class Counsel Fees Payment and Class Counsel Expenses Payment. Class
20 Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees
21 Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless,
22 and indemnifies Defendant, from any dispute or controversy regarding any division or sharing
23 of any of these Payments.

24 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed
25 \$26,000.00 except for a showing of good cause and as approved by the Court. To the extent
26 the Administration Expenses are less or the Court approves payment less than \$26,000.00,
27 the Administrator will retain the remainder in the Net Settlement Amount.
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1 3.2.4. To Each Participating Class Member: An Individual Class Payment calculated
2 by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all
3 Participating Class Members during the Class Period and (b) multiplying the result by each
4 Participating Class Member's Workweeks.

5 3.2.4.1. Tax Allocation of Individual Class Payments. 72% of each
6 Participating Class Member's Individual Class Payment will be allocated to
7 settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to
8 tax withholding and will be reported on an IRS W-2 Form. 5% of each Participating
9 Class Member's Individual Class Payment will be allocated to settlement of claims
10 for penalties, and 23% will be allocated to interest (together, the "Non-Wage
11 Portions"). The Non-Wage Portions are not subject to wage withholdings and will be
12 reported on IRS 1099 Forms. Participating Class Members assume full responsibility
13 and liability for any employee taxes owed on their Individual Class Payment.

14 3.2.4.2. Non-Participating Class Members Not Eligible For Individual
15 Class Payments. Non-Participating Class Members will not receive any Individual
16 Class Payments. The Administrator will retain amounts equal to their Individual Class
17 Payments in the Net Settlement Amount for distribution to Participating Class
18 Members on a pro rata basis.

19 3.2.5. To the Labor and Workforce Development Agency And PAGA Group
20 Members. In consideration of claims made under PAGA, Class Counsel will request
21 that the Court approve allocation of One Hundred Thousand Dollars (\$100,000) of
22 the Gross Settlement Amount to these claims. Seventy-five percent (75%) of this
23 payment will be paid by Administrator to the California Labor and Workforce
24 Development Agency ("LWDA Payment"), and twenty-five percent (25%) will be
25 distributed to PAGA Group Members. Defendant will not oppose this request. The
26 entire PAGA Settlement Amount will be paid out of the Gross Settlement Amount.
27 The Court's adjustment, if any, of the amount allocated to Named Plaintiff's PAGA
28 claim in the Action, will not invalidate this Agreement. Each Individual PAGA

1 Payment shall be calculated by (a) dividing the 25% portion of the PAGA Payment
2 available for distribution to PAGA Group Employees by the total number of Pay
3 Periods worked by all PAGA Group Employees during the PAGA Period and (b)
4 multiplying the result by each PAGA Group Employees' Pay Periods worked during
5 the PAGA Period.

6 **IV. SETTLEMENT FUNDING AND PAYMENTS**

7 4.1. Class Workweeks. Based on a review of its records to date, Defendant estimates there
8 are 2,848 Class Members who collectively worked a total of 192,050 Workweeks as of November 2,
9 2022.

10 4.2. Class Data. Not later than 10 calendar days after the Court grants Preliminary
11 Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form
12 of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must
13 maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and
14 for no other purpose, and restrict access to the Class Data to Administrator employees who need
15 access to the Class Data to effect and perform under this Agreement. Defendant has a continuing
16 duty to promptly notify Class Counsel and the Administrator if it discovers that the Class Data
17 omitted class member identifying information and to provide corrected or updated Class Data as soon
18 as reasonably feasible. Without any extension of the deadline by which Defendant must send the
19 Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in
20 good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

21 4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross
22 Settlement Amount by transmitting the funds to the Administrator no later than 30 calendar days
23 after the Effective Date. Defendant will timely pay its portion of the payroll taxes to tax authorities
24 separately and in addition to the Gross Settlement Amount.

25 4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendant funds
26 the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments,
27 all payments to PAGA Group Members, the LWDA Payment, the Administration Expenses Payment,
28 the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class

1 Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class
2 Counsel Litigation Expenses Payment, and the Class Representative Service Payment shall not
3 precede disbursement of Individual Class Payments.

4 4.4.1. The Administrator will issue checks for the Individual Class Payments and
5 send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each
6 check shall prominently state the date (not less than 180 days after the date of mailing) when
7 the check will be voided. The Administrator will cancel all checks not cashed by the void
8 date. The Administrator will send checks for Individual Settlement Payments to all
9 Participating Class Members (including those for whom Class Notice was returned
10 undelivered). Before mailing any checks, the Settlement Administrator must update the
11 recipients' mailing addresses using the National Change of Address Database.

12 4.4.2. The Administrator must conduct a Class Member Address Search for all other
13 Class Members whose checks are returned undelivered without USPS forwarding address.
14 Within 5 business days of receiving a returned check the Administrator must re-mail checks
15 to the USPS forwarding address provided or to an address ascertained through the Class
16 Member Address Search. The Administrator need not take further steps to deliver checks to
17 Class Members whose re-mailed checks are returned as undelivered. The Administrator shall
18 promptly send a replacement check to any Class Member whose original check was lost or
19 misplaced, requested by the Class Member prior to the void date.

20 4.4.3. For any Class Member whose Individual Class Payment check is uncashed
21 and cancelled after the void date, the Administrator shall transmit the funds represented by
22 such checks to the California Controller's Unclaimed Property Fund in the name of the Class
23 Member thereby leaving no "unpaid residue" subject to the requirements of California Code
24 of Civil Procedure Section 384, subd. (b). The Parties, Class Counsel, and Defense Counsel
25 represent that they have no interest or relationship, financial or otherwise, with the intended
26 Cy Pres Recipient.

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

4.5. Default on Payment. Defendant's failure to fund the Gross Settlement Amount within 30 days after the Effective Date, shall be considered a default. In the event Defendant fails to timely fund the Gross Settlement Amount, the Settlement Administrator will provide notice to Class Counsel and Defendant's counsel within three (3) business days of the missed payment. Thereafter, Defendant will have seven (7) days to cure the default and tender payment to the Settlement Administrator. In the event Defendant fails to cure the default within the times set forth herein, Named Plaintiff may elect to seek an order entering judgment against Defendant via regularly noticed motion, for the balance of the unpaid Gross Settlement Amount to date, and Named Plaintiff will be entitled to recover interest at ten percent (10%) per year from the due date for such payment and reasonable attorneys' fees and costs.

V. RELEASES OF CLAIMS

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

5.1. Plaintiff's Release. Plaintiff and her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint (or ascertained during the Action and released under 5.2, below). ("Plaintiff's Release.") Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or

believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.1.1. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and 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 Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in the course of the Action including, without limitation, all individual and class claims for violations of Labor Code sections 201-204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198. Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

5.3. Release by PAGA Group Members. The State of California and PAGA Group Members release the Released Parties from all claims exhausted in Plaintiff's notice(s) sent to the LWDA and/or alleged in the operative complaint for violations of Labor Code sections 201-204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198, which arose during the PAGA Period, regardless of whether PAGA Group Members opt out of the Class Settlement.

VI. MOTION FOR PRELIMINARY APPROVAL

Plaintiff will prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals.

1 6.1. Defendant’s Declaration in Support of Preliminary Approval. Within 14 days of the
2 full execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed
3 Declaration from Defendant and Defense Counsel disclosing all facts relevant to any actual or
4 potential conflicts of interest with the Administrator and Cy Pres Recipient. In their Declarations,
5 Defense Counsel and Defendant shall aver that they are not aware of any other pending matter or
6 action asserting claims that will be extinguished or adversely affected by the Settlement.

7 6.2. Plaintiff’s Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all
8 documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and
9 memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the
10 Settlement under Dunk/Kullar; (ii) a draft proposed Order Granting Preliminary Approval; (iii) a
11 draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to
12 exceed” bid for administering the Settlement and attesting to its willingness to serve; competency;
13 operative procedures for protecting the security of Class Data; amounts of insurance coverage for
14 any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential
15 conflicts of interest with Class Members; and the nature and extent of any financial relationship with
16 Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming
17 willingness and competency to serve and disclosing all facts relevant to any actual or potential
18 conflicts of interest with Class Members, and the Administrator; (v) a signed declaration from each
19 Class Counsel firm attesting to its competency to represent the Class Members; and all facts relevant
20 to any actual or potential conflict of interest with Class Members, the Administrator and/or the Cy
21 Pres Recipient; (vi) a redlined version of the parties’ Agreement showing all modifications made to
22 the Model Agreement ready for filing with the Court. In their Declarations, Plaintiff and Class
23 Counsel Declaration shall identify any other pending matter or action asserting claims that will be
24 extinguished or adversely affected by the Settlement.

25 6.3. Responsibilities of Counsel. Class Counsel is responsible for expeditiously finalizing
26 and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this
27 Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for
28

1 appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is
2 responsible for delivering the Court’s Preliminary Approval to the Administrator.

3 6.4. Duty to Cooperate. If the Court does not grant Preliminary Approval or conditions
4 Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel
5 will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and
6 in good faith, to modify the Agreement and otherwise satisfy the Court’s concerns.

7 **VII. SETTLEMENT ADMINISTRATION**

8 Plaintiff will prepare and file a motion for preliminary approval (“Motion for Preliminary
9 Approval”) that complies with the Court’s current checklist for Preliminary Approvals.

10 7.1. Selection of Administrator. The Parties have jointly selected Phoenix Settlement
11 Administrators to serve as the Administrator and verified that, as a condition of appointment, Phoenix
12 Settlement Administrators agrees to be bound by this Agreement and to perform, as a fiduciary, all
13 duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties
14 and their Counsel represent that they have no interest or relationship, financial or otherwise, with the
15 Administrator other than a professional relationship arising out of prior experiences administering
16 settlements.

17 7.2. Employer Identification Number. The Administrator shall have and use its own
18 Employer Identification Number for purposes of calculating applicable payroll tax withholdings and
19 providing reports to state and federal tax authorities.

20 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that
21 meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation
22 section 468B-1.

23 7.4. Notice to Class Members.

24 7.4.1. No later than three (3) business days after receipt of the Class Data, the
25 Administrator shall notify Class Counsel that the list has been received and state the number
26 of Class Members and Workweeks in the Class Data.

27 7.4.2. Using best efforts to perform as soon as possible, and in no event later than 10
28 business days after receiving the Class Data, the Administrator will send to all Class Members

1 identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the
2 Class Notice with Spanish translation substantially in the form attached to this Agreement as
3 Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts
4 of any Individual Class Payment payable to the Class Member, and the number of Workweeks
5 used to calculate these amounts. Before mailing Class Notices, the Administrator shall update
6 Class Member addresses using the National Change of Address database.

7 7.4.3. Not later than 5 business days after the Administrator’s receipt of any Class
8 Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice
9 using any forwarding address provided by the USPS. If the USPS does not provide a
10 forwarding address, the Administrator shall conduct a Class Member Address Search, and re-
11 mail the Class Notice to the most current address obtained. The Administrator has no
12 obligation to make further attempts to locate or send Class Notice to Class Members whose
13 Class Notice is returned by the USPS a second time.

14 7.4.4. The deadlines for Class Members’ written objections, Challenges to
15 Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional
16 14 calendar days beyond the 45 days otherwise provided in the Class Notice for all Class
17 Members whose notice is re-mailed. The Administrator will inform the Class Member of the
18 extended deadline with the re-mailed Class Notice.

19 7.5. Requests for Exclusion (Opt-Outs).

20 7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class
21 Settlement must send the Administrator, by fax, email, or mail, a signed written Request for
22 Exclusion not later than 45 days after the Administrator mails the Class Notice (plus an
23 additional 14 days for Class Members whose Class Notice is re-mailed). A Request for
24 Exclusion is a letter from a Class Member or his/her representative that reasonably
25 communicates the Class Member’s election to be excluded from the Settlement and includes
26 the Class Member’s name, address, and email address or telephone number. To be valid, a
27 Request for Exclusion must be timely faxed, emailed, or postmarked by the Response
28 Deadline.

1 7.5.2. The Administrator may not reject a Request for Exclusion as invalid because
2 it fails to contain all the information specified in the Class Notice. The Administrator shall
3 accept any Request for Exclusion as valid if it is timely submitted and the Administrator can
4 reasonably ascertain the identity of the person as a Class Member and the Class Member's
5 desire to be excluded. The Administrator's determination shall be final and not appealable or
6 otherwise susceptible to challenge. If the Administrator has reason to question the
7 authenticity of a Request for Exclusion, the Administrator may demand additional proof of
8 the Class Member's identity. The Administrator's determination of authenticity shall be final
9 and not appealable or otherwise susceptible to challenge.

10 7.5.3. Every Class Member who does not submit a timely and valid Request for
11 Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all
12 benefits and bound by all terms and conditions of the Settlement, including the Participating
13 Class Members' Releases under Paragraph 5.2 of this Agreement, regardless whether the
14 Participating Class Member actually receives the Class Notice or objects to the Settlement.

15 7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is
16 a Non-Participating Class Member and shall not receive an Individual Class Payment or have
17 the right to object to the class action components of the Settlement.

18 7.6. Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after
19 the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class
20 Notice is re-mailed) to challenge the number of Class Workweeks allocated to the Class Member in
21 the Class Notice. The Class Member may challenge the allocation by communicating with the
22 Administrator via fax, email, or mail. The Administrator must encourage the challenging Class
23 Member to submit supporting documentation. In the absence of any contrary documentation, the
24 Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so
25 long as they are consistent with the Class Data. The Administrator's determination of each Class
26 Member's allocation of Workweeks shall be final and not appealable or otherwise susceptible to
27 challenge. The Administrator shall promptly provide copies of all challenges to calculation of
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1 Workweeks to Defense Counsel and Class Counsel and the Administrator's determination the
2 challenges.

3 7.7. Objections to Settlement.

4 7.7.1. Only Participating Class Members may object to the class action components
5 of the Settlement and/or this Agreement, including contesting the fairness of the Settlement,
6 and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation
7 Expenses Payment and/or Class Representative Service Payment.

8 7.7.2. Participating Class Members may send written objections to the
9 Administrator, by fax, email, or mail. In the alternative, Participating Class Members may
10 appear in Court (or hire an attorney to appear in Court) to present verbal objections at the
11 Final Approval Hearing. A Participating Class Member who elects to send a written objection
12 to the Administrator must do so not later than 45 days after the Administrator's mailing of
13 the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-
14 mailed).

15 7.7.3. Non-Participating Class Members have no right to object to any of the class
16 action components of the Settlement.

17 7.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to
18 be performed or observed by the Administrator contained in this Agreement or otherwise.

19 7.8.1. Website, Email Address, and Toll-Free Number. The Administrator will
20 establish and maintain and use an internet website to post information of interest to Class
21 Members including the date, time, and location for the Final Approval Hearing and copies of
22 the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the
23 Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment,
24 Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the
25 Final Approval and the Judgment. The Administrator will also maintain and monitor an email
26 address and a toll-free telephone number to receive Class Member calls, faxes, and emails.

27 7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
28 promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later

1 than 5 business days after the expiration of the deadline for submitting Requests for
2 Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel
3 containing (a) the names and other identifying information of Class Members who have
4 timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other
5 identifying information of Class Members who have submitted invalid Requests for
6 Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid
7 or invalid).

8 7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written
9 reports to Class Counsel and Defense Counsel that, among other things, tally the number of:
10 Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for
11 Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks
12 received and/or resolved, and checks mailed for Individual Class Payments and Individual
13 PAGA Payments (“Weekly Report”). The Weekly Reports must include the Administrator’s
14 assessment of the validity of Requests for Exclusion and attach copies of all Requests for
15 Exclusion and objections received.

16 7.8.4. Workweek Challenges. The Administrator has the authority to address and
17 make final decisions consistent with the terms of this Agreement on all Class Member
18 challenges over the calculation of Workweeks. The Administrator’s decision shall be final
19 and not appealable or otherwise susceptible to challenge.

20 7.8.5. Administrator’s Declaration. Not later than 10 business days before the date
21 by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the
22 Administrator will provide to Class Counsel and Defense Counsel, a signed declaration
23 suitable for filing in Court attesting to its due diligence and compliance with all of its
24 obligations under this Agreement, including, but not limited to, its mailing of the Class
25 Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts
26 to locate Class Members, the total number of Requests for Exclusion from Settlement it
27 received (both valid or invalid), the number of written objections and attach the Exclusion
28 list. The Administrator will supplement its declaration as needed or requested by the Parties

1 and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in
2 Court.

3 7.8.6. Final Report by Settlement Administrator. Within 10 business days after the
4 Administrator disburses all funds in the Gross Settlement Amount, the Administrator will
5 provide Class Counsel and Defense Counsel with a final report detailing its disbursements by
6 employee identification number only of all payments made under this Agreement. At least 15
7 days before any deadline set by the Court, the Administrator will prepare, and submit to Class
8 Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its
9 disbursement of all payments required under this Agreement. Class Counsel is responsible
10 for filing the Administrator's declaration in Court.

11 **VIII. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE**

12 8. Based on its records, Defendant estimates that, as of the date of this Settlement
13 Agreement, (1) there are 2,848 Class Members and 192,050 Total Workweeks during the Class
14 Period. If either (i) the actual number of Class Members exceeds 2,848 by more than ten percent
15 (10%); or (ii) the total number of Workweeks exceeds 192,050 weeks by more than ten percent
16 (10%), then the Gross Settlement Amount will increase pro rata based on either (i) the number of
17 additional Class Members (beyond the 10% threshold) or (ii) the number of additional Workweeks
18 (beyond the 10% threshold), whichever is greater.

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IX. **DEFENDANT'S RIGHT TO WITHDRAW**

9. If the number of valid Requests for Exclusion identified in the Exclusion List is 25% or greater of the total number of all Class Members, Defendant may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void *ab initio*, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than fifteen (15) calendar days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

X. **MOTION FOR FINAL APPROVAL**

Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than five calendar days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

10.1. **Response to Objections.** Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

10.2. **Duty to Cooperate.** If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the PAGA Settlement

Amount, and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

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

10.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

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1 **XI. AMENDED JUDGMENT**

2 11. If any amended judgment is required under Code of Civil Procedure section 384, the
3 Parties will work together in good faith to jointly submit and a proposed amended judgment.

4 **XII. ADDITIONAL PROVISIONS**

5 12.1. No Admission of Liability, Class Certification or Representative Manageability for
6 Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims.
7 Nothing in this Agreement is intended or should be construed as an admission by Defendant that any
8 of the allegations in the Operative Complaint have merit or that Defendant has any liability for any
9 claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's
10 defenses in the Action have merit. The Parties agree that class certification and representative
11 treatment is for purposes of this Settlement only. If, for any reason, the Court does grant Preliminary
12 Approval, Final Approval, or enter Judgment, Defendant reserves the right to contest certification of
13 any class for any reason, and Defendant reserves all available defenses to the claims in the Action,
14 and Plaintiff reserves the right to move for class certification on any grounds available and to contest
15 Defendant's defenses. The Settlement, this Agreement, and Parties' willingness to settle the Action
16 will have no bearing on, and will not be admissible in connection with, any litigation (except for
17 proceedings to enforce or effectuate the Settlement and this Agreement).

18 12.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant
19 and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement
20 is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit
21 another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or
22 indirectly, specifically or generally, to any person, corporation, association, government agency, or
23 other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be
24 instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent
25 necessary to report income to appropriate taxing authorities; (4) in response to a court order or
26 subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government
27 agency. Each Party agrees to immediately notify each other Party of any judicial or agency order,
28 inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant, and Defense

1 Counsel separately agree not to, directly or indirectly, initiate any conversation or other
2 communication, before the filing of the Motion for Preliminary Approval, any with third party
3 regarding this Agreement or the matters giving rise to this Agreement except to respond only that
4 “the matter was resolved,” or words to that effect. This paragraph does not restrict Class Counsel’s
5 communications with Class Members in accordance with Class Counsel’s ethical obligations owed
6 to Class Members.

7 12.3. No Solicitation. The Parties separately agree that they and their respective counsel
8 and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal
9 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel’s ability
10 to communicate with Class Members in accordance with Class Counsel’s ethical obligations owed
11 to Class Members.

12 12.4. Integrated Agreement. Upon execution by all Parties and their counsel, this
13 Agreement together with its attached exhibits shall constitute the entire agreement between the
14 Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants,
15 or inducements made to or by any Party.

16 12.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
17 represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate
18 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its
19 terms, and to execute any other documents reasonably required to effectuate the terms of this
20 Agreement including any amendments to this Agreement.

21 12.6. Cooperation. The Parties and their counsel will cooperate with each other and use
22 their best efforts, in good faith, to implement the Settlement by, among other things, modifying the
23 Settlement Agreement, submitting supplemental evidence and supplementing points and authorities
24 as requested by the Court. In the event the Parties are unable to agree upon the form or content of
25 any document necessary to implement the Settlement, or on any modification of the Agreement that
26 may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator
27 and/or the Court for resolution.

1 12.7. No Prior Assignments. The Parties separately represent and warrant that they have
2 not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
3 encumber to any person or entity and portion of any liability, claim, demand, action, cause of action,
4 or right released and discharged by the Party in this Settlement.

5 12.8. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are
6 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
7 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part
8 10, as amended) or otherwise.

9 12.9. Modification of Agreement. This Agreement, and all parts of it, may be amended,
10 modified, changed, or waived only by an express written instrument signed by all Parties or their
11 representatives, and approved by the Court.

12 12.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure
13 to the benefit of, the successors of each of the Parties.

14 12.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be
15 governed by and interpreted according to the internal laws of the state of California, without regard
16 to conflict of law principles.

17 12.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation
18 of this Agreement. This Agreement will not be construed against any Party on the basis that the Party
19 was the drafter or participated in the drafting.

20 12.13. Confidentiality. To the extent permitted by law, all agreements made, and orders
21 entered during Action and in this Agreement relating to the confidentiality of information shall
22 survive the execution of this Agreement.

23 12.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal.
24 Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by
25 Defendant in connection with the mediation, other settlement negotiations, or in connection with the
26 Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be
27 used in any way that violates any existing contractual agreement, statute, or rule of court. Not later
28 than 90 days after the date when the Court discharges the Administrator's obligation to provide a

1 Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and
2 electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of
3 the Administrator's obligation, Defendant makes a written request to Class Counsel for the return,
4 rather than the destructions, of Class Data.

5 12.15. Headings. The descriptive heading of any section or paragraph of this Agreement is
6 inserted for convenience of reference only and does not constitute a part of this Agreement.

7 12.16. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement
8 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
9 weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

10 12.17. Notice. All notices, demands or other communications between the Parties in
11 connection with this Agreement will be in writing and deemed to have been duly given as of the third
12 business day after mailing by United States mail, or the day sent by email or messenger, addressed
13 as follows:

14 To Plaintiff:

15 AEGIS LAW FIRM, PC
16 Samuel A. Wong
17 Kashif Haque
18 Jessica L. Campbell
19 Joseph M. Szilagyi
20 Lisa B. Iturriaga
21 9811 Irvine Center Drive, Suite 100
22 Irvine, California 92618
23 Telephone: (949) 379-6250
24 Facsimile: (949) 379-6251

25 To Defendant:

26 GONZALEZ WEERASURIYA, APC
27 Suren N. Weerasuriya
28 206 West 4th Street, Suite 340
Santa Ana, California 92701
P: (714) 367-6944
F: (714) 242-1597

29 12.18. Execution in Counterparts. This Agreement may be executed in one or more
30 counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes of this
31 Agreement shall be accepted as an original. All executed counterparts and each of them will be
32 deemed to be one and the same instrument if counsel for the Parties will exchange between

1 themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove
2 the existence and contents of this Agreement.

3 12.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the
4 litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree
5 that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to
6 bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

7 **EXECUTION BY PARTIES AND COUNSEL**

8 The Parties hereby execute this Agreement.

9 Dated: 1-8-24

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11 By:

AURORA AGUM

Aurora Agum

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Dated: 12/19/23

ABACUS BUSINESS CAPITAL, INC.

By: Herman S. Chiu
(Signature)

Herman S. Chiu
(Printed Name)

Chief Financial Officer
(Title)

Approved as to form:

Dated: _____

AEGIS LAW FIRM, PC

By: _____
Samuel Wong
Jessica L. Campbell
Joseph M. Szilagyi
Lisa B. Iturriaga
Attorneys for Plaintiff Aurora Agum

Dated: December 20, 2023

GONZALEZ WEERASURIYA, APC

By: 
Suren N. Weerasuriya
Attorneys for Defendant
Abacus Business Capital, Inc.

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Dated: _____

ABACUS BUSINESS CAPITAL, INC.

By: _____
(Signature)

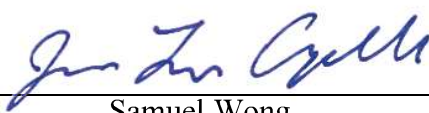
(Printed Name)

(Title)

Approved as to form:

Dated: December 17, 2023

AEGIS LAW FIRM, PC

By: 

Samuel Wong
Jessica L. Campbell
Joseph M. Szilagyi
Lisa B. Iturriaga
Attorneys for Plaintiff Aurora Agum

Dated: _____

GONZALEZ WEERASURIYA, APC

By: _____
Suren N. Weerasuriya
Attorneys for Defendant
Abacus Business Capital, Inc.