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20 {Additional Counsel Listed On Following Page}

21 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

22 **COUNTY OF SAN BERNARDINO**

23 OFELIA CARRASCO, IRINEA
24 CONCEPCION GARCIA SOLIS individuals,
25 and on behalf of themselves and all other
26 aggrieved employees,

27 Plaintiffs,

28 v.

ANGEL'S JANITORIAL SOLUTIONS, INC.,
a CALIFORNIA corporation; CLINIKO
ESTRATEGIC EMPLOYMENT AGENCY, an
unknown entity; and DOES 1 through 50,
inclusive,

Defendants.

CASE NO. CIVSB2201247

[Case Assigned for All Purposes to Hon. Jessica
Morgan in Dept. S-26]

**STIPULATION AND AGREEMENT FOR
PAGA REPRESENTATIVE ACTION
SETTLEMENT**

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9 *Angel's Janitorial Solutions, Inc. and*

Cliniko Estrategic Employment Agency

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1 This Stipulation and Agreement for Settlement of this representative action pursuant to the
2 Private Attorneys General Act ("PAGA") is made and entered into by and between Plaintiffs' Ofelia
3 Carrasco, and Irinea Concepcion Garcia Solis ("Plaintiffs"), and Defendants Angel's Janitorial
4 Solutions, Inc., and Cliniko Estrategic Employment Agency (collectively referred to as
5 "Defendants" and jointly referred to as "Parties"), and is made in compromise of disputed claims.
6 The Parties agree that the above-entitled representative action shall be settled on the terms and
7 conditions set forth in this Stipulation, subject to the approval of the Court pursuant to Section
8 2699(l) of the California Labor Code Private Attorneys General Act of 2004, Labor Code §§ 2698,
9 *et seq.* ("PAGA"). In consideration of the Stipulation and Agreement, all Class Action claims are
10 herein dismissed by Plaintiffs.

11 DEFINITIONS

12 1. "Action" means and refers jointly to the presently pending matters of: *Irinea*
13 *Concepcion Garcia Soli, et al. v. Angel's Janitorial Solutions, Inc., et al.*, Case No. 21STCV22046,
14 which is currently pending in the County of Los Angeles Superior Court; and *Ofelia Carrasco, et*
15 *al. v. Angel's Janitorial Solutions, Inc., et al.*, Case No. CIVSB2127774, which is currently pending
16 in the County of San Bernardino Superior Court. Per stipulation and agreement of the Parties by and
17 through respective counsel, a Joint Second Amended Representative Action Complaint in the
18 *Carrasco* Action limited to a single cause of action for penalties pursuant to Labor Code §2699, *et*
19 *seq.* for violations of Labor Code Sections 201-203, 204, 226(a), 226.7, 226.8, 246, 248.2, 248.6,
20 510, 512, 558, 1174, 1194, 1197, 1198, 2750.3 and 2802 ("SAC") shall be filed forthwith, therein
21 maintaining a singular action as to both PAGA matters, with a proposed amendment to the case
22 caption as follows: *OFELIA CARRASCO, IRINEA CONCEPCION GARCIA SOLIS, as individuals,*
23 *on behalf of themselves and other aggrieved employees, PLAINTIFFS v. ANGEL'S JANITORIAL*
24 *SOLUTIONS, INC., a CALIFORNIA corporation; CLINIKO ESTRATEGIC EMPLOYMENT*
25 *AGENCY, an unknown; and Does 1 thru 50, inclusive, DEFENDANTS.* All references to the Action
26 shall be in regards to the anticipatorily approved SAC as noted above in this Section, which shall be
27 referred to as a singular Action. Potential rejection by the Court of the SAC does not negate in any
28 capacity the other material terms of this Stipulation and Agreement for Settlement as to both matters

1 as addressed above.

2 2. **"Aggrieved Employees"** means all non-exempt employees who performed work for
3 Defendants any time from August 17, 2020 through August 31, 2023.

4 3. The terms **"Agreement," "Settlement,"** and **"Settlement Agreement"** mean this
5 Stipulation and Agreement for Settlement of this PAGA Representative Action, which the Parties
6 acknowledge sets forth all material terms and conditions of the Settlement between them, and which
7 is subject to Court approval pursuant to Section 2699(l) of the California Labor Code Private
8 Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.*

9 4. **"Angel's Janitorial Solutions, Inc."** means Defendant Angel's Janitorial.

10 5. **"Cliniko Estrategic Employment Agency"** means Defendant Cliniko Estrategic.

11 6. **"Court"** means the County of San Bernardino Superior Court.

12 7. **"Defendants"** means Angel's Janitorial Solutions, Inc. and Cliniko Estrategic
13 Employment Agency.

14 8. **"Effective Date"** of this Agreement shall be the later of: (i) notice of entry of the
15 Final Order and Judgment, if no appeal, review, or writ has been filed; or (ii) if an appeal, review,
16 or writ is sought from the Final Order and Judgment, the day after the Final Order and Judgment is
17 affirmed or the appeal, review, or writ is dismissed or denied, and the Final Order and Judgment are
18 no longer subject to further judicial review. The Effective Date is conditioned upon all of the
19 following occurring: (a) this Agreement has been signed by the Parties, PAGA Counsel, and
20 Defendants' counsel; and (b) the Court has entered the Final Order and Judgment.

21 9. **"Final Order and Judgment"** means the proposed order granting approval of the
22 Settlement and entering Judgment, in a form substantially similar to that attached to this Agreement
23 as Exhibit A.

24 10. **"General Release Payment"** means the amount the Court authorizes to be paid to
25 Plaintiffs, up to \$15,000, combined, as compensation for Plaintiffs' general release of all claims
26 Plaintiffs may have, or may have had, against Defendants, including those under Section 1542 of
27 the California Civil Code.

28 11. **"Gross Settlement Amount"** means a maximum total of \$150,000.00, which

1 includes all payments owing as a result of this Agreement, including: the Net Settlement Fund;
2 Representative Plaintiff's General Release Payment; Settlement Administration Costs; and PAGA
3 Counsel Attorneys' Fees and Costs as awarded by the Court.

4 12. **"LWDA Payment"** means a payment to the California Labor Workforce and
5 Development Agency in an amount equal to 75% of the PAGA Payment Amount.

6 13. **"Net Settlement Fund"** and **"PAGA Payment Amount"** mean the Gross Settlement
7 Amount less all of the following: PAGA Counsel's Attorneys' Fees and Costs, Representative
8 Plaintiff's General Release Payment, and Settlement Administration Costs. It is comprised of the
9 LWDA Payment and the PAGA Aggrieved Employee Payment.

10 14. **"Operative Complaint"** means Plaintiffs Second Amended PAGA Complaint on
11 file in this Action, as noted in Section 1, above.

12 15. **"PAGA Aggrieved Employee Payment"** means a payment of 25% of the PAGA
13 Payment Amount, which the Parties have agreed to pay the Aggrieved Employees out of the Gross
14 Settlement Amount in connection with the settlement of the PAGA Claim.

15 16. **"PAGA Claim"** means the claim for civil penalties under the California Labor Code
16 Private Attorneys General Act of 2004 (Cal. Lab. Code sections 2698 *et seq.*, "PAGA") alleged in
17 the Action.

18 17. **"PAGA Counsel"** means Scott Ernest Wheeler and Justin Wheeler of the Law Office
19 of Scott Ernest Wheeler; and Gregory P. Wong and Heather K. Cox of Barkhordarian Law
20 Firm, PLC.

21 18. **"PAGA Period"** means August 17, 2020 through August 31, 2023.

22 19. **"Parties"** means Plaintiff, Angel's Janitorial and Cliniko Estrategic.

23 20. **"Released Claims"** means all claims for statutory penalties only that could have been
24 sought by the Labor Commissioner under PAGA that Plaintiff, on behalf of himself, and the State
25 of California, as set forth in Plaintiffs' LWDA Notices in the Operative Complaint. Plaintiff and
26 the State of California are fully and irrevocably releasing the Released Parties from, in exchange for
27 the consideration provided by this Settlement, claims for statutory penalties only as alleged in and
28 based on the facts asserted in Plaintiffs' LWDA Notices and alleged within the Operative Complaint.

1 In particular, the released claims include the underlying purported violations for: 1) Willful
2 misclassification pursuant to Labor Code Sections 226.8 and 2750.3, 2) failure to provide meal and
3 rest periods to non-exempt employees, in violation of Labor Code Sections 226.7, 510, 512, 1194,
4 1197 and Wage Order No. 5-2001, Sections 11-12; 3) failure to pay one additional hour of
5 compensation to non-exempt employees at their regular rate of pay for each workday that a meal or
6 rest period is not provided, in violation of Labor Code Section 226.7 and Wage Order No. 5-2001,
7 Sections 11(B) and 12(B); 4) failure to pay overtime wages, in violation of Labor Code Sections
8 510, 1194, 1198, and Wage Order No. 5-2001, Section 3, 5) failure to pay minimum wages in
9 violation of Labor Code Sections 1194, 1198, and Wage Order No. 5-2001, Section 3; 6) failure to
10 pay timely pay all wages due, in violation of Labor Code Section 204; 7) willful failure to pay
11 discharged or quitting employees all wages due, in violation of Labor Code Sections 201-203; 8)
12 failure to provide accurate itemized wage statements in violation of Labor Code Sections 226 and
13 Wage Order No. 5-2001, Section 7; 9) failure to maintain required records in violation of Labor
14 Code Sections 1174, 1174.5, and Wage Order No. 5-2001, Sections 7, and 10) failure to reimburse
15 for necessary business expenses, Labor Code Section 2802, based upon the primary rights as alleged
16 in the Operative Complaint and in Plaintiffs' PAGA Notices. Plaintiffs are not releasing any
17 aggrieved employee's claim for wages or damages.

18 21. **"Released Parties"** means Defendants, together with its officers, directors,
19 employees and agents.

20 22. **"Representative Plaintiffs"** or **"Plaintiffs"** means Plaintiffs *Ofelia Carrasco, Irinea*
21 *Concepcion Garcia Solis*.

22 23. **"Settlement Administrator"** shall mean (to be determined) Phoenix Settlement
23 Administrators, subject to approval by the Court.

24 **RECITALS**

25 24. On July 12, 2021,, Plaintiffs sent PAGA Notices to the Labor Workforce and
26 Development Agency ("LWDA"), with a copy to Defendants.

27 25. On September 15, 2021, Plaintiff Carrasco filed a Complaint in County of San
28 Bernardino Superior Court, in a case styled *Ofelia Carrasco v. Angel's Janitorial Solutions, Inc., et*

1 *al.*, Case Number: CIVSB2127774 (the “Action”).

2 26. The Action asserts a PAGA Claim for civil penalties and seeks an award of
3 reasonable attorneys’ fees and costs.

4 27. On September 15, 2023, the Parties stipulated to the filing of a Second Amended
5 PAGA Complaint adding *Irinea Concepcion Garcia Solis as a Plaintiff* and *Cliniko Estrategic* as a
6 Defendant to the Action. It is anticipated the Court will approve the Stipulation.

7 28. The Parties have conducted a thorough investigation into the facts of the Action and
8 have informally exchanged extensive data and information, as well as pertinent documents, relating
9 to the underlying alleged violations. After attending a full-day mediation with Michael Young, Esq.,
10 and although the Parties did not initially reach a resolution, the Parties accepted a Mediator’s
11 Proposal reaching a settlement in principal, which each Party believes is fair, reasonable, and
12 adequate and in the best interests of PAGA. The Parties understand, acknowledge, and agree that
13 this Settlement Agreement constitutes a compromise of Representative Plaintiff’s and the Aggrieved
14 Employees’ PAGA Claim, and that it is the desire and intention of the Parties to affect a final and
15 complete resolution of the PAGA Claim that the Representative Plaintiffs and the Aggrieved
16 Employees have against Defendants or any persons or companies affiliated with Defendants.

17 29. The Parties enter into this Settlement Agreement on a conditional basis. In the event
18 the Court does not enter a Final Order and Judgment as defined in this Settlement Agreement, this
19 Settlement Agreement will be deemed null and void *ab initio* and will be of no force or effect
20 whatsoever, and will not be referred to or utilized for any purpose whatsoever.

21 30. Defendants deny all of the claims in the Action, and do not waive, but rather
22 expressly reserve, all rights to challenge all such claims and allegations upon all legal, procedural
23 and factual grounds should this Settlement Agreement not become final. This Settlement
24 Agreement reflects a compromise reached to end litigation.

25 31. The Parties stipulate and agree to the following terms of this Settlement Agreement
26 with the intent that this Agreement finally disposes of the Action with prejudice.

27 **TERMS AND CONDITIONS**

28 **Settlement Payments and Calculation of Claims.** Subject to Court approval and the

1 conditions specified in this Agreement, and in consideration of the mutual covenants and promises
2 set forth in this Agreement, Defendants agree to pay their respective share of the Gross Settlement
3 Amount of \$150,000. For the avoidance of doubt, Defendants shall not be required to pay any
4 amount over \$150,000 for this Settlement. The following table summarizes the allocation of the
5 Gross Settlement Amount:

6 **Gross Settlement Amount of \$150,000 Is Broken Down As Follows:**

- 7
- 8 • PAGA Counsel Attorneys' Fees not to exceed **\$50,000**
 - 9 • PAGA Counsel Costs not to exceed **\$20,000**
 - 10 • Up to **\$15,000** for Named Plaintiffs' General Release Payment
 - 11 • Settlement Administration Costs **\$3,650**
 - 12 • **\$61,350** for the PAGA Payment Amount (Net Settlement Fund)
 - 13 ○ **\$46,012.50** for the LWDA Payment
 - 14 ○ **\$15,337.50** for the PAGA Aggrieved Employee Payment

15 32. **Settlement Escalator.** It is currently estimated that Aggrieved Employees worked
16 11,527 PAGA Pay Periods from August 17, 2020 through August 31, 2023. Plaintiffs will provide
17 Defendants with ten (10) days' notice of their intent to file a Motion for Approval of the PAGA
18 Settlement or Stipulation and Order Requesting Approval of the PAGA Settlement. If more than ten
19 percent (10%) of the PAGA Pay Periods are identified up to the date that Plaintiffs seeks Court
20 approval of the PAGA Settlement, the Gross Settlement Amount will be increased on a pro rata
21 basis according to the number of additional PAGA Pay Periods worked by all Aggrieved Employees
22 in excess of ten percent (10%) with respect to the total number of PAGA Pay Periods worked by all
23 of the Aggrieved Employees. For example, if the number of PAGA Pay Periods is 11,527 which is
24 11% greater than 12,794, then the Gross Settlement Amount will be increased by 1%. The Parties
25 agree that any increase to the Gross Settlement Amount made pursuant to this provision will increase
26 the applicable attorneys' fees payable to Plaintiffs' counsel such that the attorneys' fees remains
27 one-third of the adjusted Gross Settlement Amount.

28 33. **Apportionment of Gross Settlement Amount.** The Parties agree, subject to Court
approval and the conditions specified in this Agreement, that the Gross Settlement Amount shall be
apportioned as follows:

- a. **Settlement Administration Fees And Costs:** The fees and costs associated

1 with settlement administration (e.g., preparing and mailing payments to the Aggrieved Employees,
2 tax documentation, etc.) (the "Settlement Administration Costs") will be paid from the Gross
3 Settlement Amount and shall not exceed \$3,650. The Parties agree to use Phoenix Settlement
4 Administrators as the Settlement Administrator.

5 b. PAGA Counsel's Attorneys' Fees And Costs: The Parties agree that, subject
6 to the Court's review and approval, PAGA Counsel will be paid from the Gross Settlement Fund an
7 amount that is up to one third of the Gross Settlement Amount for attorneys' fees of \$50,000, plus
8 actual litigation costs not to exceed \$20,000.

9 c. Representative Plaintiffs' General Release Payment: The Parties agree that,
10 subject to the Court's review and approval, Representative Plaintiffs will receive a combined
11 \$15,000.00 General Release Payment, which will be paid from the Gross Settlement Fund.

12 d. Net Settlement Fund/PAGA Payment Amount: After deducting PAGA
13 Counsel's Attorneys' Fees and Costs, Settlement Administration Costs, and Representative
14 Plaintiffs' General Release Payment from the Gross Settlement Amount, the remaining amount will
15 comprise the Net Settlement Fund/PAGA Payment Amount. The Net Settlement Fund/PAGA
16 Payment Amount is comprised of the LWDA Payment and the PAGA Aggrieved Employee
17 Payment. The Net Settlement Fund of approximately \$61,350 shall be allocated 75% to the LWDA
18 Payment, which is estimated to total \$46,012.50. The remaining 25% of the Net Settlement Fund,
19 estimated to total \$15,337.50, shall be allocated to the PAGA Aggrieved Employee Payment to be
20 paid to the Aggrieved Employees on a *pro rata* basis as noted below, which shall be referred to as
21 each Aggrieved Employee's "Individual PAGA Payment."

22 Taxes and Reporting: The Individual PAGA Payments will be treated as non-wage income
23 to the Aggrieved Employees and reported by the Settlement Administrator on IRS Form 1099.

24 34. Release By Aggrieved Employees And State Of California.

25 a. Terms Of Release: In exchange for the consideration recited in this
26 Settlement Agreement, Representative Plaintiffs, as the representative for the State of California
27 and all Aggrieved Employees, and on behalf of their current, former, and future heirs, executors,
28 administrators, attorneys, agents, and assigns will forever completely release and discharge the

1 Released Parties of any and all Released Claims, including for civil penalties under Labor Code §§
2 2698 *et. seq.* The Aggrieved Employees and the State of California are deemed by operation of the
3 Final Order and Judgment to have agreed not to sue or otherwise make a claim against any of the
4 Released Parties for any Released Claims.

5 35. **General Release By Representative Plaintiffs.**

6 a. Terms Of Release: In exchange for the consideration recited in this
7 Settlement Agreement, including the Representative General Release Payments, the Representative
8 Plaintiffs, on behalf of himself and on behalf of his current, former, and future heirs, executors,
9 administrators, attorneys, agents, and assigns, does hereby and forever release, waive, acquit and
10 discharge the Released Parties from all claims (known or unknown) which he has, had or might
11 otherwise have had against the Released Parties, from the beginning of time to the date he signs this
12 Agreement, regarding any aspect of his employment including, but not limited to, the Released
13 Claims, any common law or statutory torts, any federal, state or governmental constitution, statute,
14 regulation or ordinance, and any claim for wages, tips or any other compensation or benefit.

15 b. California Civil Code Section 1542: Upon the Effective Date, the
16 Representative Plaintiffs will be deemed to have, and by operation of the Final Order and Judgment
17 will have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions,
18 rights, and benefits of section 1542 of the California Civil Code which provides as follows:

19 “A general release does not extend to claims that the creditor or releasing party does
20 not know or suspect to exist in his or her favor at the time of executing the release
21 and that, if known by him or her, would have materially affected his or her settlement
22 with the debtor or released party”.

23 c. No Other Actions. The Representative Plaintiffs are deemed by operation of
24 the Final Order and Judgment to have agreed not to sue or otherwise make any claim against any of
25 the Released Parties based upon any action, event, or occurrence prior to the date he signs this
26 Settlement Agreement.

27 36. **Request For Final Order And Judgment.**

28 a. Upon execution of this Agreement, the Representative Plaintiffs shall
promptly file a motion or application with the Court requesting approval of this Settlement by

1 submitting a proposed Final Order and Judgment, in a form substantially similar to Exhibit A.

2 b. The Representative Plaintiffs shall not file the motion or application
3 requesting final approval or final judgment with the Court until Defendants have reviewed and
4 approved it, which approval will not be unreasonably withheld.

5 c. On the date Representative Plaintiffs file the motion or application discussed
6 in this Paragraph, Plaintiffs will also submit to the LWDA a notice of the Settlement enclosing a
7 copy of the Settlement Agreement. Plaintiffs' notice of the Settlement to the LWDA will comply
8 with the notice requirements of PAGA.

9 37. **Settlement Funding.**

10 a. Upon the Court entering the Final Order and Judgment, and within sixty (60)
11 days after the Effective Date, the Settlement Administrator shall send Defendants' counsel
12 electronic wiring instructions to fund the Gross Settlement Fund.

13 b. Within six (6) court days after the execution of this Agreement, Defendants
14 shall transfer by wire their respective shares of the Gross Settlement Amount to the Settlement
15 Administrator (the "Funding Date").

16 c. Within fourteen (14) calendar days of receiving the Gross Settlement Amount
17 and this information, the Settlement Administrator will make all payments provided under this
18 settlement including: (1) payment of attorneys' fees and costs to Plaintiffs' counsel, (2) the General
19 Release payment to Plaintiffs, (3) payment to the LWDA for PAGA penalties, (4) payment to
20 Aggrieved Employees ("Payment Date"), and (5) payment to the Settlement Administrator. With
21 respect to payments to Aggrieved Employees, the Settlement Administrator shall send by first-class
22 mail, at their last known address, the court-approved notice of this settlement, and their payment.
23 The Settlement Administrator will skip trace and re-mail all returned, undelivered mail within ten
24 (10) days of receiving notice that a notice was undeliverable.

25 38. **PAGA List.**

26 a. Within 20 days after the Effective Date, Defendants will provide a PAGA
27 List to the Settlement Administrator which will identify all Aggrieved Employees by name, social
28 security number, and last known home address ("PAGA List"). The PAGA List will also contain

1 the number of pay periods credited to each Aggrieved Employee.

2 39. **List Of Individual Settlement Amounts.**

3 a. Within 20 days after the Settlement Administrator receives the PAGA List,
4 the Settlement Administrator will provide to PAGA Counsel and Defendants' counsel a Proceeds
5 List reflecting the Individual PAGA Payment for each Aggrieved Employee ("Proceeds List"). The
6 Proceeds List provided to PAGA Counsel will not include the Aggrieved Employees' names, social
7 security numbers or contact information.

8 40. **PAGA Payments To Aggrieved Employees.**

9 a. On the Payment Date, the Settlement Administrator will mail to each
10 Aggrieved Employee, via first-class United States Mail, the following: (a) the PAGA Settlement
11 Notice in English and Spanish, attached as Exhibit B to this Agreement; and (b) their Individual
12 PAGA Payment (collectively, the "PAGA Packet").

13 b. Prior to mailing, the Settlement Administrator will update all addresses using
14 the National Change of Address System (NCOA). In the event that a PAGA Packet is returned to
15 the Settlement Administrator with a forwarding address, the Settlement Administrator will re-send
16 the PAGA Packet to the forwarding address identified. If no forwarding address is provided, then
17 the Settlement Administrator will promptly conduct a "standard search," sometimes called, "Skip
18 Trace" or "Credit Header" searches, to locate a better address. If a better address is found, the
19 Settlement Administrator will promptly re-send the PAGA Packet. If a better address is not found
20 or the PAGA Packet is ultimately returned without a forwarding address, neither the Settlement
21 Administrator, Defendants, or PAGA Counsel shall be required to take further action. If the
22 undeliverable PAGA Packet is for a currently employed aggrieved employee, the Settlement
23 Administrator shall contact Defendants, which will then make all reasonable efforts to obtain the
24 Aggrieved Employee's current mailing address within seven (7) calendar days and provide it to the
25 Settlement Administrator.

26 c. Aggrieved Employees shall have 180 calendar days after the date the PAGA
27 Packet is mailed to them to cash their settlement payment checks. If any Aggrieved Employee's
28 check is not cashed within that period, the settlement payment check will be voided and a stop-

1 payment will be issued. Neither Defendants, Defendants' counsel, Plaintiffs, nor PAGA Counsel
2 will have any liability for lost or stolen settlement payment checks, forged signatures on settlement
3 payment checks, unauthorized negotiation of settlement payment checks, or failure to timely cash a
4 settlement payment check within the 180 day period.

5 d. Any unpaid cash residue or unclaimed Aggrieved Employee funds, plus any
6 accrued interest that has not otherwise been distributed pursuant to order of the Court, shall be
7 transmitted to the California State Controller's Office Unclaimed Property Division in the name of
8 the Aggrieved Employee.

9 41. **Payments Of General Release Payment, Attorneys' Fees And Costs, And The**
10 **LWDA Settlement Payment.**

11 a. On the Payment Date, the Settlement Administrator will pay from the Gross
12 Settlement Fund the Representative Plaintiffs' General Release Payments as awarded by the Court.
13 These payments are conditional upon PAGA Counsel providing Defendants' counsel with a
14 completed Form W-9 for the Representative Plaintiffs.

15 b. On the Payment Date, the Settlement Administrator will pay from the Gross
16 Settlement Fund to PAGA Counsel its Court-approved Attorneys' Fees and Costs. Such payment
17 is conditional upon PAGA Counsel providing the Settlement Administrator with a completed Form
18 W-9.

19 c. On the Payment Date, the Settlement Administrator will pay the LWDA
20 Payment from the Net Settlement Fund by issuing a check for 75% of the Net Settlement Amount
21 payable to "California Labor Workforce and Development Agency" and 25% of the Net Settlement
22 Amount to the Aggrieved Employees.

23 42. **Deadlines.**

24 a. If any deadline specified in this Agreement falls on a Saturday, Sunday, or
25 Court holiday, the deadline will be automatically extended to the next regular business day. Unless
26 specified otherwise, all references to "days" shall mean calendar days.

27 43. **Enforcement And Continuing Jurisdiction Of The Court.**

28 a. Pursuant to the Parties agreement, this Settlement Agreement will be

1 approved by the Court and will be enforceable by the Court pursuant to California Code of Civil
2 Procedure section 664.6. Even after the entry of the Final Order and Judgment, this Court will have
3 and retain continuing jurisdiction over the Action and over all Parties and the Aggrieved Employees,
4 to the fullest extent necessary or convenient to enforce and effectuate the terms and intent of this
5 Settlement Agreement and all matters provided for in it, and to interpret it.

6 44. **Mutual Full Cooperation.**

7 a. The Parties will fully cooperate with each other to accomplish the terms of
8 this Settlement Agreement, including, but not limited to, execution of such documents and taking
9 such other action as may be reasonably necessary or convenient to implement it.

10 45. **Non-Admission Of Liability.**

11 a. The Parties enter into this Agreement to resolve the dispute that has arisen
12 between them and to avoid the burden, expense and risk of continued litigation. In entering into this
13 Agreement, Defendants do not admit, and specifically deny, that they have violated any federal,
14 state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any
15 other applicable laws, regulations or legal requirements; violated or breached any duty; engaged in
16 any misrepresentation or deception; or engaged in any other unlawful conduct with respect to the
17 Action. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations
18 connected with it, shall be construed as an admission or concession by Defendants of any such
19 violations or failures to comply with any applicable law. Except as necessary in a proceeding to
20 enforce the terms of this Agreement, this Agreement and its terms and provisions shall not be offered
21 or received as evidence in any action or proceeding to establish any liability or admission on the
22 part of Defendants or to establish the existence of any condition constituting a violation of, or a non-
23 compliance with, federal, state, local or other applicable law.

24 46. **Effective Date Of Defendants' Obligations Under This Agreement.**

25 a. Defendants' obligations under this Settlement Agreement will become final
26 and effective only upon the occurrence of the Effective Date. In the event that any of the conditions
27 specified in this Settlement Agreement are not satisfied, or in the event that this Settlement does not
28 obtain approval of the Court for any reason, all matters covered by this Agreement will be null and

1 void. In such event, neither this Agreement nor any negotiations leading to this Settlement will be
2 used or construed by or against any Party as a determination, admission, or concession of any issue
3 of law or fact in the litigation; and the Parties do not waive, and instead expressly reserve, their
4 respective rights regarding the prosecution and defense of the Action, including all available
5 defenses and affirmative defenses, and to challenge any claim, as if this Settlement Agreement never
6 existed.

7 47. **Nullification.**

8 a. If: (1) the Court should for any reason fail to enter the Final Order and
9 Judgment; or (2) the Court's Final Order and Judgment is reversed or modified as to any material
10 term as defined above, or declared or rendered void as to any material term as defined above, then
11 (a) the Settlement Agreement shall become null and void; (b) the Parties will revert to their
12 respective positions immediately prior to reaching the settlement; and (c) Defendants will be
13 responsible for any Settlement Administration Costs.

14 48. **Invalidation.**

15 a. Invalidation of any material term of this Settlement Agreement will invalidate
16 this Agreement in its entirety unless the Parties subsequently agree in writing that the remaining
17 provisions will remain in full force and effect.

18 49. **No Publicity.** ★

19 a. Plaintiffs and their counsel agree that the terms of this Settlement Agreement
20 (including, but not limited to, the Gross Settlement Amount), the negotiations leading to the
21 execution of this Settlement Agreement, and the Settlement Agreement itself, shall not be discussed
22 with or publicized or promoted to the media (including, without limitation, legal periodicals and
23 publications such as "Jury Verdicts," or disclosure of the Settlement Agreement on any web site of
24 Plaintiffs' counsel), or the public at large, without the advance written consent of Defendants.
25 Notwithstanding the foregoing, Plaintiffs and their counsel (1) may tell the public in general only
26 that certain claims "have been resolved by the Parties," and (2) may disclose the terms of the
27 Settlement Agreement (a) in appropriate filings with the Court in this case; (b) where required by
28 law (e.g., income tax returns); (c) Plaintiffs' counsel may refer to the Action for purposes of class

1 or representative counsel qualifications; and (d) to accountants or other tax professionals for the
2 purpose of preparing tax returns.

3 50. **Entire Agreement.**

4 a. This Settlement Agreement constitutes the entire integrated agreement
5 between the Parties relating to the Action, and no oral representations, warranties, or inducements
6 have been made to any party concerning this Settlement Agreement other than the representations,
7 warranties, and covenants contained and memorialized in this Settlement Agreement.

8 51. **Authorization To Act.**

9 a. PAGA Counsel warrants and represents that they are authorized by the
10 Representative Plaintiffs, and counsel of record for Defendants warrants that they are authorized by
11 Defendants, to take all appropriate action required or permitted to be taken by such Parties pursuant
12 to this Settlement Agreement to effectuate its terms, and to execute any other documents required
13 to effectuate the terms of this Settlement Agreement, except for any documents, including but not
14 limited to this Settlement Agreement, that are required to be executed by the Parties.

15 52. **Modification Only In Writing Subject To Court Approval.**

16 a. This Settlement Agreement may be amended or modified only by a written
17 instrument signed by all Parties or their successors in interest and approved by the Court.

18 53. **Binding On Successors.**

19 a. This Settlement Agreement is binding upon and will inure to the benefit of
20 the Parties to this Agreement, as well as their respective attorneys, past, present, and future
21 predecessors, successors, shareholders, officers, directors, employees, agents, trustees,
22 representatives, administrators, fiduciaries, assigns, insurers, executors, partners, parent
23 corporations, subsidiaries, and related or affiliated entities.

24 54. **No Prior Assignments.**

25 a. The Aggrieved Employees are deemed by operation of the Final Order and
26 Judgment to represent, covenant, and warrant that they have not directly or indirectly assigned,
27 transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any
28 portion of any liability, claim, demand, cause of action, or rights released and discharged by this

1 Agreement.

2 55. **Governing Law.**

3 a. All terms of this Settlement Agreement will be governed by and interpreted
4 according to the laws of the State of California, without giving effect to conflicts of laws principles.

5 56. **Counterparts.**

6 a. This Settlement Agreement may be executed in one or more counterparts.
7 All executed counterparts and each of them will be deemed to be one and the same instrument.
8 Counsel for the Parties will exchange among themselves any signed counterparts.

9 57. **Headings For Convenience Only.**

10 a. The descriptive headings of any paragraphs or sections of this Settlement
11 Agreement are inserted for convenience of reference only and do not constitute a part of this
12 Settlement Agreement.

13 58. **Construction Of This Agreement.**

14 a. The Parties agree that the terms and conditions of this Settlement Agreement
15 are the result of arms-length negotiations between the Parties and that this Settlement Agreement
16 will not be construed in favor of or against any Party by reason of the extent to which any Party, or
17 his or its counsel participated in the drafting of this Agreement. This Settlement Agreement
18 constitutes the entire agreement between the Parties. Except as expressly provided in this
19 Agreement, this Settlement Agreement has not been executed in reliance upon any other oral or
20 written representations or terms and no such extrinsic oral or written representations or terms will
21 modify, vary, or contradict the terms of this Settlement Agreement. In entering this Settlement
22 Agreement, the Parties explicitly recognize California Civil Code section 1625 and California Code
23 of Civil Procedure section 1856(a), which provide that a written agreement is to be construed
24 according to its terms and may not be varied or contradicted by extrinsic evidence. The
25 Representative Plaintiffs and Defendants had available to them the advice and assistance of
26 independent counsel. As such, neither Representative Plaintiffs nor Defendants may claim that any
27 ambiguity in this Settlement Agreement should be construed against the other.

28 59. **Corporate Signatories.**

a. Any person executing this Settlement Agreement or any related document on behalf of a corporate signatory warrants and promises for the benefit of all Parties that such person has been duly authorized by such corporation to execute this Settlement Agreement or any related document.

60. **Representation By Counsel.**

a. All of the Parties hereto acknowledge that they have been represented by counsel throughout all negotiations which preceded the execution of this Settlement Agreement and that this Agreement has been executed with the consent and advice of counsel.

61. **Attorneys' Fees And Costs.**

a. Except as otherwise provided in this Agreement, the Parties will bear responsibility for their own attorneys' fees and costs, taxable or otherwise, incurred by them or arising out of this Action and will not seek reimbursement thereof from any Party to this Settlement Agreement. In the event of a proven breach of this Agreement, the breaching party will be required to pay the prevailing Party's reasonable attorneys' fees and costs incurred in enforcing this Agreement.

Dated: 12/1/2023

By:

DocuSigned by:
Ofelia Carrasco
A1FE3EC9F00D4FD...

Ofelia Carrasco

Dated: _____

By: _____

Irinea Concepcion Garcia Solis

Dated: 30/11/2023

By:

ANGEL HERNANDEZ
ANGEL HERNANDEZ (Nov 30, 2023 11:08 PST)

Angel's Janitorial Solutions, Inc.

Name: Angel Hernandez

Title: Owner/CEO

Dated: 30/11/2023

By:

JH
JH

Cliniko Estrategic Employment Agency

Name: Jose Hernandez

Title: Owner/CEO

1 a. Any person executing this Settlement Agreement or any related document on
2 behalf of a corporate signatory warrants and promises for the benefit of all Parties that such person
3 has been duly authorized by such corporation to execute this Settlement Agreement or any related
4 document.

5 60. **Representation By Counsel.**

6 a. All of the Parties hereto acknowledge that they have been represented by
7 counsel throughout all negotiations which preceded the execution of this Settlement Agreement and
8 that this Agreement has been executed with the consent and advice of counsel.

9 61. **Attorneys' Fees And Costs.**

10 a. Except as otherwise provided in this Agreement, the Parties will bear
11 responsibility for their own attorneys' fees and costs, taxable or otherwise, incurred by them or
12 arising out of this Action and will not seek reimbursement thereof from any Party to this Settlement
13 Agreement. In the event of a proven breach of this Agreement, the breaching party will be required
14 to pay the prevailing Party's reasonable attorneys' fees and costs incurred in enforcing this
15 Agreement.

16 Dated: _____

17 By: _____
Ofelia Carrasco

18 Dated: 12/05/23

19 By: Irinea C-G-S.
Irinea Concepcion Garcia Solis

20 Dated: Dec 5, 2023

21 By: ~~Jobel H~~
Job el Hernandez(Dec 5, 2023 13:27:57)
Jobel Hernandez

22 Dated: 30/11/2023

23 By: ANGEL HERNANDEZ
ANGEL 11/21/2023 15:25:25
Angel's Janitorial Solutions, Inc.

24 Name: Angel Hernandez

25 Title: Owner/CEO

26 Dated: 30/11/2023

27 By: JH
Cliniko Estrategic Employment Agency

28 Name: Jose Hernandez

Title: Owner/CEO

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AS TO FORM ONLY:
December

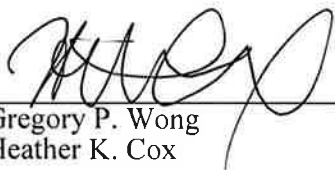
DATED: ~~November~~ 5, 2023

LAW OFFICE OF SCOTT ERNEST WHEELER

By: 
Scott Ernest Wheeler

DATED: ~~November~~ December 5, 2023

BARKHORDARIAN LAW FIRM, PLC

By: 
Gregory P. Wong
Heather K. Cox

Attorneys for Plaintiffs and the other Aggrieved
Employees

LAW OFFICES OF JOHN W. FAGERHOLM

DATED: November 30, 2023

By: 
John W. Fagerholm
M. Danton Richardson
Nicole E. Nemeth

Attorneys for Defendants, Angel's Janitorial
Solutions, Inc. and Cliniko Estrategic Employment
Agency