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Attorneys for Plaintiff
Justin McClenahan

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

JUSTIN ARTHUR MCCLENAHAN,
individually, and on behalf of all others similarly
situated,

Plaintiff,

vs.

CBRE TECHNICAL SERVICES, LLC, a
limited liability company; and DOES 1 through
10, inclusive,

Defendants

Case No.: 21STCV30353

[Hon. William F. Highberger]

PAGA SETTLEMENT AGREEMENT

Complaint filed: August 17, 2021
Trial date: Not set

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Justin Arthur McClenahan (“Plaintiff”) and defendant CBRE Technical Services, LLC (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. **DEFINITIONS.**

- 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendant captioned 21STCV30353 initiated on August 17, 2021 and pending in Superior Court of the State of California, County of Los Angeles.
- 1.2. “Administrator” means Phoenix Class Action Administration Solutions, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of the Settlement.
- 1.4. “Aggrieved Employee” means a person employed by Defendant in California and classified as a non-exempt hourly paid employee during the PAGA Period.
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendant’s possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.
- 1.7. “Court” means the Superior Court of California, County of Los Angeles.
- 1.8. “Defense Counsel” means Greenberg Traurig, LLP.
- 1.9. “Effective Date” means the date by when both of the following have occurred: (a) the

1 Court enters a Judgment on its Order approving the PAGA Settlement; and (b) the
2 Judgment is final. The Judgment is final when it is no longer subject to appeal, or sixty-
3 one (61) days after Judgment is entered, as long as no notice of appeal is filed; or, if a
4 notice of appeal is filed, the date that appeal is fully resolved and no longer subject to
5 appeal...

6 1.10. "Gross Settlement Amount" means \$150,0000.00 which is the total amount Defendant
7 agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross
8 Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA
9 Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment,
10 and the Administrator's Expenses.

11 1.11. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of
12 the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved
13 Employee worked during the PAGA Period.

14 1.12. "Judgment" means the judgment entered by the Court based upon the Final Approval.

15 1.13. "LWDA" means the California Labor and Workforce Development Agency, the agency
16 entitled, under Labor Code section 2699, subd. (i).

17 1.14. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA
18 under Labor Code section 2699, subd. (i).

19 1.15. "Net Settlement Amount" means the Gross Settlement Amount, less the following
20 payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA
21 PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses
22 Payment, Plaintiff's payment as set forth in section 3.2.3, and the Administration Expenses
23 Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA
24 Payments.

25 1.16. "PAGA Counsel" means Moon & Yang APC, the attorneys representing Plaintiff in the
26 Action.

27 1.17. "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment"
28 mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys'

fees and expenses, respectively, incurred to prosecute the Action.

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

1.19. “PAGA Period” means the period from August 16, 2020 to January 26, 2023.

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

1.21. “PAGA Notice” means Plaintiff’s August 16, 2021 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a).

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

1.23. “Plaintiff” means Justin Arthur McClenahan, the named plaintiff in the Action.

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

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

1.26. “Released Parties” means: Defendant and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, affiliates.

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

1.28. “Defendant” means named Defendant CBRE Technical Services, LLC.

2. **RECITALS.**

2.1. On August 17, 2021, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendant for (1) Failure to Pay Minimum Wage and Straight Time Wages [Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197]; (2) Failure to Pay Overtime Compensation [Cal. Lab. Code §§ 1194 and 1198]; (3) Failure to Provide Meal Periods [Cal. Lab. Code §§ 226.7 and 512]; (4) Failure to Authorize and Permit Rest

Breaks [Cal. Lab. Code § 226.7]; (5) Failure to Indemnify Necessary Business Expenses [Cal. Lab. Code § 2802]; (6) Failure to Timely Pay Final Wages at Termination [Cal. Lab. Code §§ 201-203]; (7) Failure to Provide Accurate Itemized Wage Statements [Cal. Lab. Code § 226]; and (8) Unfair Business Practices [Cal. Bus & Prof. Code §§ 17200, et seq.]. On November 23, 2021, Plaintiff filed a First Amended Complaint alleging a cause of action against Defendant for civil penalties under PAGA. The First Amended Complaint is the operative complaint in the Action (the “Operative Complaint.”) Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.

2.2. Pursuant to Labor Code section 2699.3 subd. (a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.

2.3. On December 20, 2022, the Parties participated in an all-day mediation presided over by Steve Rottman, Esq., which led to this Agreement to settle the Action.

2.4. Prior to mediation, Plaintiff obtained, through informal discovery, policy documents, time and pay records, and data point related to the Aggrieved Employees.

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

3. **MONETARY TERMS.**

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendant promises to pay \$150,000.00 and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 6.1 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the

1 following payments from the Gross Settlement Amount, in the amounts specified by the
2 Court in the Final Approval:

3 3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 33 1/3 %,
4 which is currently estimated to be \$50,000.00 and a PAGA Counsel Litigation
5 Expenses Payment of not more than \$24,000.00. Defendant will not oppose
6 requests for Court approval of these payments provided that they do not exceed
7 these amounts. Plaintiff and/or PAGA Counsel will file an application or motion
8 for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the
9 Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel
10 Litigation Expenses Payment less than the amounts requested, the Administrator
11 will allocate the remainder to the Net Settlement Amount. Released Parties shall
12 have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from
13 any claim to any portion of any PAGA Counsel Fee Payment and/or PAGA
14 Counsel Litigation Expenses Payment. The Administrator will pay the PAGA
15 Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more
16 IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes
17 owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation
18 Expenses Payment and holds Defendant harmless, and indemnifies Defendant,
19 from any dispute or controversy regarding any division or sharing of any of these
20 Payments.

21 3.2.2. To the Administrator: An Administrator Expenses Payment not to exceed \$6,000
22 except for a showing of good cause and as approved by the Court. To the extent
23 the Administration Expenses are less or the Court approves payment less than
24 \$6,000, the Administrator will retain the remainder in the Net Settlement Amount.

25 3.2.3. To the Plaintiff: Plaintiff will receive a payment of \$10,000.00 in exchange for the
26 releases he is making as set forth in section 5 of this Agreement

27 3.2.4. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of
28 \$150,000.00 less attorneys' fees and costs, Plaintiff's payment, and administration

costs approved by the Court, to be paid from the Gross Settlement Amount, with 75% allocated to the LWDA PAGA Payment and 25% allocated to the Individual PAGA Payments.

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

3.2.4.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are 305 Aggrieved Employees who worked a total 15,600 of PAGA Pay Periods.

4.2. Aggrieved Employee Data. Within 15 days, Defendant will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated

1 Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the
2 deadline by which Defendant must send the Aggrieved Employee Data to the
3 Administrator, the Parties and their counsel will expeditiously use best efforts, in good
4 faith, to reconstruct or otherwise resolve any issues related to missing or omitted
5 Aggrieved Employee Data.

6 4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement
7 Amount by transmitting the funds to the Administrator no later than 21 days after the
8 Effective Date.

9 4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the
10 Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA
11 Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA
12 Counsel Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses
13 Payment shall not precede disbursement of Individual PAGA Payments.

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

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

misplaced, requested by the Aggrieved Employee prior to the void date.

4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

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

5. **RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

5.1. **Plaintiff's Release.** Except as specifically excluded in section 5.1.2., Plaintiff and his or her respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the PAGA Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice ("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, based on occurrences outside the PAGA Period, or to claims excluded in section 5.1.2. of this Agreement. 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

1 purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the
2 provisions, rights, and benefits, if any, of section 1542 of the California Civil Code,
3 which reads:

4 **A general release does not extend to claims that the creditor or**
5 **releasing party does not know or suspect to exist in his or her favor**
6 **at the time of executing the release, and that if known by him or**
7 **her, would have materially affected his or her settlement with the**
8 **debtor or Released Party.**

9 5.1.2. **Claims Excluded from Release:** Specifically excluded from the
10 foregoing release and waiver is any claim already pending in
11 arbitration based on or relating to the termination of Plaintiff's
12 employment with Defendant (i.e., JAMS Reference No.
13 5220000406). However, the release includes individual wage and
14 hour claims for failure to pay minimum wage, failure to pay
15 overtime, failure to provide meal periods, failure to authorize and
16 permit rest periods, failure to reimburse necessary business
17 expenses, and penalties under 203, 226, and 2698, *et seq.*

18 5.2. **Release by Aggrieved Employees:**

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

24 5.3. **Release by PAGA Counsel:**

25 PAGA Counsel release on behalf of their present and former attorneys, employees, agents,
26 successors and assigns the Released Parties from all claims for PAGA Fees incurred in
27 connection with the Operative Complaint and the PAGA Period facts stated in the
28 Operative Complaint and the PAGA Notice.

1 **6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.**

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

3 6.1. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all
4 documents necessary for obtaining approval of this Settlement under Labor Code Section
5 2699, subd. (f)(2) including (i) a draft proposed Order Granting Approval of PAGA
6 Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed"
7 bid for administering the Settlement and attesting to its willingness to serve; competency;
8 operative procedures for protecting the security of Aggrieved Employee Data; amounts of
9 insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts
10 relevant to any actual or potential conflicts of interest with Aggrieved Employees or the
11 LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA
12 Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting
13 to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of
14 violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code
15 section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (iv) a
16 redlined version of the parties' Agreement showing all modifications made to the Model
17 Agreement ready for filing with the Court; and (v) all facts relevant to any actual or
18 potential conflict of interest with Aggrieved Employees and/or the Administrator. In their
19 Declarations, Plaintiff and PAGA shall aver that they are not aware of any other pending
20 matter or action asserting claims that will be extinguished or adversely affected by the
21 Settlement.

22 6.2. Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly
23 responsible for expeditiously finalizing and filing the application or motion for approval of
24 this Settlement no later than 30 days after the full execution of this Agreement and, if
25 necessary, obtaining a prompt hearing date for the motion and appearing in Court to
26 advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's
27 Preliminary Approval to the Administrator.

28 6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or

1 motion for approval of this Settlement and/or the supporting declarations and documents,
2 PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the
3 Parties by meeting in person or by telephone, and in good faith, to resolve the
4 disagreement. If the Court does not grant the motion for approval of this Settlement or
5 conditions its approval on any material change to this Agreement, PAGA Counsel and
6 Defense Counsel will expeditiously work together on behalf of the Parties by meeting in
7 person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy
8 the Court's concerns.
9

10 **7. SETTLEMENT ADMINISTRATION.**

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

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

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

25 7.4. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be
26 performed or observed by the Administrator contained in this Agreement or otherwise.
27
28

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

2 Based on its records, Defendant estimates that, as of the date of this Settlement Agreement, there
3 are 305 Aggrieved Employees who worked 15,600 Pay Periods during the PAGA Period.

4
5 **9. CONTINUING JURISDICTION OF THE COURT.** The Parties agree that, after entry
6 of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely
7 for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement
8 administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

9 9.1. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
10 conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and
11 PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel waive
12 all rights to appeal from the Judgment, including all rights to post-judgment and appellate
13 proceedings, the right to file motions to vacate judgment, motions for new trial,
14 extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the
15 right to oppose such motions, writs or appeals. If another party appeals the Judgment, the
16 Parties' obligations to perform under this Agreement will be suspended until such time as
17 the appeal is finally resolved and the Judgment becomes final, except as to matters that do
18 not affect the amount of the Net Settlement Amount.

19
20 **10. ADDITIONAL PROVISIONS.**

21 10.1. No Admission of Liability or Representative Manageability for Other Purposes. This
22 Agreement represents a compromise and settlement of highly disputed claims. Nothing in
23 this Agreement is intended or should be construed as an admission by Defendant that any
24 of the allegations in the Operative Complaint have merit or that Defendant has any liability
25 for any claims asserted; nor should it be intended or construed as an admission by Plaintiff
26 that Defendant's defenses in the Action have merit. The Parties agree that representative
27 treatment is for purposes of this Settlement only. If, for any reason the Court does not
28 approve this Settlement, Defendant reserves all available defenses to the claims in the

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

5 10.2. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
6 together with its attached exhibits shall constitute the entire agreement between the Parties
7 relating to the Settlement, superseding any and all oral representations, warranties,
8 covenants, or inducements made to or by any Party.

9 10.3. Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and
10 represent that they are authorized by Plaintiff and Defendant, respectively, to take all
11 appropriate action required or permitted to be taken by such Parties pursuant to this
12 Agreement to effectuate its terms, and to execute any other documents reasonably required
13 to effectuate the terms of this Agreement including any amendments to this Agreement.

14 10.4. Cooperation. The Parties and their counsel will cooperate with each other and use their
15 best efforts, in good faith, to implement the Settlement by, among other things, modifying
16 the Settlement Agreement, submitting supplemental evidence and supplementing points
17 and authorities as requested by the Court. In the event the Parties are unable to agree upon
18 the form or content of any document necessary to implement the Settlement, or on any
19 modification of the Agreement that may become necessary to implement the Settlement,
20 the Parties will seek the assistance of a mediator and/or the Court for resolution.

21 10.5. No Prior Assignments. The Parties separately represent and warrant that they have not
22 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
23 encumber to any person or entity and portion of any liability, claim, demand, action, cause
24 of action, or right released and discharged by the Party in this Settlement.

25 10.6. No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant nor Defense Counsel are
26 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be
27 relied upon as such within the meaning of United States Treasury Department Circular 230
28 (31 CFR Part 10, as amended) or otherwise.

- 10.7. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 10.8. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.9. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 10.10. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 10.11. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 10.12. Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendant unless, prior to the Administrator's payment of all Settlement Funds, Defendant makes a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.
- 10.13. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

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

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

To Plaintiff:

Kane Moon (SBN 249834)
 Allen Feghali (SBN 301080)
 Hyunjin Kim (SBN 345518)
 MOON & YANG, APC
 1055 W. Seventh St., Suite 1880
 Los Angeles, California 90017
 Telephone: (213) 232-3128
 Facsimile: (213) 232-3125
 Email: kane.moon@moonyanglaw.com
 Email: allen.feghali@moonyanglaw.com
 Email: hyunjin.kim@moonyanglaw.com

To Defendant:

GREENBERG TRAUIG, LLP
 Robert J. Herrington (SBC 234417)
 Ryan C. Bykerk (SBN 274534)
 1840 Century Park East, Suite 1900
 Los Angeles, California 90067
 Telephone: (310) 586-7700
 Facsimile: (310) 586-7800
 Email: robert.herrington@gtlaw.com
 Email: bykerkr@gtlaw.com

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

1 to prove the existence and contents of this Agreement.

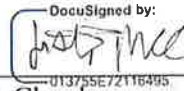
2 10.17. Stay of Litigation. The Parties agree that upon the execution of this Agreement the
3 litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties
4 further agree that upon the signing of this Agreement that pursuant to CCP section 583.330
5 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of
6 this settlement process.

7 *[signatures on following page]*
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Plaintiff:

Dated: 3/2/2023

By: _____

DocuSigned by:

013755E72116495

Justin Arthur McClenahan

Plaintiff's Counsel:

Dated: 03/02/2023

MOON & YANG, APC

By: _____



Kane Moon
Allen Feghali
Hyunjin Kim

Attorneys for Plaintiff

Defendant:

Dated: 3/15/23

CBRE TECHNICAL SERVICES, LLC

By: _____

Beverly Lu

Print Name


Signature

Lead Senior Counsel

Title

Defendant's Counsel:

Dated: 3/16/23

GREENBERG TRAURIG, LLP

By: _____


Ryan C. Bykerk

Attorneys for Defendant CBRE TECHNICAL
SERVICES, LLC