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on behalf of himself and all others similarly aggrieved

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Attorneys for Defendant, CUSTOM DESIGN FUR CORPORATION

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

JUAN SALINAS, an individual, on behalf of
himself and others similarly situated,

Plaintiff,

vs.

CUSTOM DESIGN FUR CORPORATION,
a California corporation; and DOES 1
through 50, inclusive,

Defendants.

Case No.: 21STCV28990

CLASS ACTION

Assigned for All Purposes To:

Hon. Stuart M. Rice

Dept.: 1 – Spring Street Courthouse

PAGA SETTLEMENT AGREEMENT

Complaint Filed: August 5, 2021

First Amended Complaint: January 5, 2023

Trial Date: None Set

This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Juan Salinas (“Plaintiff”) and defendant Custom Design Fur Corporation (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

1.1. “Action” means the Plaintiff’s PAGA lawsuit alleging wage and hour violations against Defendant captioned *Juan Salinas v. Custom Design Fur Corporation*, Los Angeles County Superior Court Case No. 21STCV28990, initiated on August 5, 2021 and pending in Superior Court of the State of California, County of Los Angeles.

1.2. “Administrator” means ILYM Group, Inc., 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 this Settlement.

1.4. “Aggrieved Employee” means all current and former non-exempt employees who are or were employed by Defendant in California as resident building managers during the PAGA Period (or if any such person is incompetent, deceased, or unavailable due to military service, the person’s legal representative or successor in interest evidenced by reasonable verification).

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 Law Offices of Joseph Y. Avrahamy and Joseph Y. Avrahamy.

1.9. "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) the day the Court enters Judgment; and (b) the day the Court enters its Order Granting Approval to this PAGA Settlement.

1.10. "Gross Settlement Amount" means \$95,000.00, which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator's Expenses Payment.

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

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

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

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

1.15. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.

1.16. "PAGA Counsel" means David Yeremian & Associates, Inc. and David Yeremian and Alvin B. Lindsay, the attorneys representing the Plaintiff in the Action.

1.17. "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" 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 5, 2020 through the Effective Date (i.e. the date the Court has both entered its Order approving the Settlement and entered Judgment).

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

1.21. "PAGA Notice" means Plaintiff's PAGA Notice letter to Defendant and the LWDA submitted on August 5, 2021 (LWDA-CM-840417-21) providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.22. "PAGA Penalties" means the total amount of PAGA civil penalties (est. \$45,900.00) to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (est. \$11,475.00) and the 75% to LWDA (est. \$34,425.00) in settlement of PAGA claims.

1.23. "Plaintiff" means Juan Salinas, 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, managing agents, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliated entities and individuals.

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

1.28. Defendant" means the named Defendant, Custom Design Fur Corporation.

2. RECITALS.

2.1. On August 5, 2021, Plaintiff commenced this Action by filing a Class Action Complaint alleging causes of action on behalf of all similarly situated resident building managers against Defendant for Failure to Pay Minimum Wages and for all hours worked; Failure to Pay Wages and Overtime Under Labor Code § 510; Meal Period Liability Under Labor Code § 226.7;

1 Rest-Break Liability Under Labor Code § 226.7; Violation of Labor Code § 226(a); Violation of
2 Labor Code § 221; Violation of Labor Code § 204; Violation of Labor Code § 203; Violation of
3 Labor Code § 2802; and Violation of Business & Professions Code § 17200 *et seq.* Following
4 mediation on February 23, 2022, the Parties agreed to the general terms for a PAGA only
5 settlement, and to that end, agreed that Plaintiff would file a First Amended Complaint adding the
6 PAGA claim (the “Operative Complaint”), which Plaintiff did on January 6, 2023. The Operative
7 Complaint alleges claims for penalties, fees, and costs under the PAGA for underlying violations
8 of California Labor Code, including sections 201, 202, 203, 204, 210, 221, 226, 226.7, 246, 510,
9 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, and 2699, *et*
10 *seq.* and any applicable Wage Order. Following mediation, the parties entered into a Memorandum
11 of Understanding (“MOU”) setting forth the general terms of their PAGA claim settlement.
12 Pursuant to this Agreement and the Court’s instruction, Plaintiff’s counsel will draft and file in
13 connection with Settlement approval a Request for Dismissal of the class claims in accordance
14 with Rule 3.770 of the California Rules of Court. Defendant’s obligations under this Agreement
15 are contingent on the Court dismissing the class claims alleged in the Operative Complaint.
16 Defendant denies the allegations in the original and Operative Complaint, denies any failure to
17 comply with the laws identified in in the original and Operative Complaint and denies any and all
18 liability for the causes of action alleged.

19 2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice
20 to Defendant and the LWDA by sending the PAGA Notice on August 5, 2021 (LWDA-CM-
21 840417-21).

22 2.3. On February 23, 2022, the Parties participated in an all-day mediation presided over
23 by Gail Glick, Esq., which led to this Agreement to settle the Action as a PAGA only action and to
24 dismiss the class claims under Rule 3.770. The parties also entered into a separate individual
25 settlement agreement (the “Separate Individual Settlement Agreement”) addressing the general
26 release Plaintiff is providing to Defendant and the related consideration.

27 2.4. Prior to mediation, Plaintiff obtained, through informal discovery, production of
28 relevant policy and timekeeping and related documents along with numbers of class members and

aggrieved employees and other data and numbers to provide the parties' counsel with sufficient perspective on their claims and defenses to discuss potential penalty exposure and good faith bases for reduction. In other words, negotiations were at arm's length and facilitated by a respected third-party neutral mediator.

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 \$95,000.00 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 following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 40% of the \$95,000 Gross Settlement Amount, which is currently estimated to be \$38,000.00, and a PAGA Counsel Litigation Expenses Payment of not more than \$8,000.00. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment in connection with the filing of the Joint Stipulation for Settlement Approval. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The

1 Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment
2 using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for
3 taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses
4 Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or
5 controversy regarding any division or sharing of any of these Payments.

6 3.2.2. To the Administrator: An Administrator Expenses Payment not to exceed \$3,100.00
7 except for a showing of good cause and as approved by the Court. To the extent the
8 Administration Expenses are less or the Court approves payment less than \$3,100.00, the
9 Administrator will retain the remainder in the Net Settlement Amount.

10 3.2.3. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of
11 \$45,900.00 to be paid from the Gross Settlement Amount, with 75% (\$34,425.00) allocated to the
12 LWDA PAGA Payment and 25% (\$11,475.00) allocated to the Individual PAGA Payments.

13 3.2.3.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing
14 the amount of the Aggrieved Employees' 25% share of PAGA Penalties (est. \$11,475.00) by the
15 total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA
16 Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods.
17 Aggrieved Employees assume full responsibility and liability for any taxes owed on their
18 Individual PAGA Payment.

19 3.2.3.2. If the Court approves PAGA Penalties of less than the amount requested, the
20 Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will
21 report the Individual PAGA Payments on IRS 1099 Forms.

22 **4. SETTLEMENT FUNDING AND PAYMENTS.**

23 4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant
24 estimates there are 38 Aggrieved Employees who worked approximately 1,368 pay periods during
25 the PAGA Period. If all allocations from the Gross Settlement are approved, with the Aggrieved
26 Employees' 25% share of PAGA Penalties estimated at \$11,475.00, the average payment to the 38
27 Aggrieved Employees is estimated to be \$301.97.

1 4.2. Aggrieved Employee Data. Within 15 days of executing this agreement, Defendant
2 will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel
3 spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the
4 Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of
5 this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to
6 Administrator employees who need access to the Aggrieved Employee Data to effect and perform
7 under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it
8 discovers that the Aggrieved Employee Data omitted employee identifying information and to
9 provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without
10 any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the
11 Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to
12 reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee
13 Data.

14 4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement
15 Amount by transmitting the funds to the Administrator no later than 10 days after the Effective
16 Date.

17 4.4. Payments from the Gross Settlement Amount. Within 10 days after Defendant funds
18 the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA
19 Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA
20 Counsel Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment
21 shall not precede disbursement of Individual PAGA Payments.

22 4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send
23 them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each
24 check shall prominently state the date (not less than 180 days after the date of mailing) when the
25 check will be voided. The Administrator will cancel all checks not cashed by the void date. Before
26 mailing any checks, the Settlement Administrator must update the recipients' mailing addresses
27 using the National Change of Address Database.
28

1 4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all
2 Aggrieved Employees whose checks are returned undelivered without USPS forwarding address.
3 Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS
4 forwarding address provided or to an address ascertained through the Aggrieved Employee
5 Address Search. The Administrator need not take further steps to deliver checks to Aggrieved
6 Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly
7 send a replacement check to any Aggrieved Employee whose original check was lost or
8 misplaced, requested by the Aggrieved Employee prior to the void date.

9 4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed
10 and cancelled after the void date, the Administrator shall transmit the funds represented by such
11 checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved
12 Employee.

13 4.4.4. The payment of Individual PAGA Payments shall not obligate Defendant to confer
14 any additional benefits or make any additional payments to the Aggrieved Employees (such as
15 401(k) contributions or bonuses) beyond those specified in this Agreement.

16 **5. RELEASES OF CLAIMS.**

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

19 5.1 Plaintiff's Release. Plaintiff and his respective former and present spouses,
20 representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors,
21 and assigns generally, irrevocably release and discharge Released Parties from all claims,
22 damages, penalties, liabilities, fees (including attorney's fees), costs, transactions, or occurrences
23 that occurred at any time up through the date of this Agreement, including, but not limited to: (a)
24 all claims that were, or reasonably could have been, alleged, based on the facts contained in the
25 original complaint, Operative Complaint and the PAGA Notice ("Plaintiff's Release"). Plaintiff's
26 Release does not extend to any claims or actions to enforce this Agreement, or to any claims for
27 vested benefits, unemployment benefits, disability benefits, social security benefits, workers'
28 compensation benefits. Plaintiff acknowledges that Plaintiff may discover facts or law different

1 from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees,
2 nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding
3 such different or additional facts or Plaintiff's discovery of them.

4 5.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542.

5 For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the
6 provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:
7 "A general release does not extend to claims that the creditor or releasing party does not know or
8 suspect to exist in his or her favor at the time of executing the release, and that if known by him or
9 her would have materially affected his or her settlement with the debtor or Released Party."

10 5.2 Release by Aggrieved Employees:

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

16 5.3 Release by PAGA Counsel:

17 PAGA Counsel release on behalf of their present and former attorneys, employees, agents,
18 successors and assigns the Released Parties from all claims for PAGA Fees incurred in connection
19 with the original complaint, Operative Complaint and the PAGA Period facts stated in the original
20 complaint, Operative Complaint and the PAGA Notice.

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

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

24 6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all
25 documents necessary for obtaining approval of this Settlement under Labor Code Section 2699,
26 subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a
27 signed declaration from PAGA Counsel attaching the Administrator's "not to exceed" bid for
28 administering the Settlement and addressing all facts relevant to any actual or potential conflicts of

1 interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial
2 relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from
3 PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA
4 documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative
5 Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699,
6 subd. (l)(2)); (iv) a redlined version of the parties' Agreement showing all modifications made to
7 the Model Agreement ready for filing with the Court; and (v) all facts relevant to any actual or
8 potential conflict of interest with Aggrieved Employees and/or the Administrator. In their
9 Declarations, PAGA Counsel will attest they are not aware of any other pending matter or action
10 asserting claims that will be extinguished or adversely affected by the Settlement.

11 6.2 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly
12 responsible for expeditiously finalizing and filing the application or motion for approval of this
13 Settlement no later than 30 days after the full execution of this Agreement and, if necessary,
14 obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the
15 motion. PAGA Counsel is responsible for delivering the Court's Preliminary Approval to the
16 Administrator.

17 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or
18 motion for approval of this Settlement and/or the supporting declarations and documents, PAGA
19 Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting
20 in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not
21 grant the motion for approval of this Settlement or conditions its approval on any material change
22 to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on
23 behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the
24 Agreement and otherwise satisfy the Court's concerns.

25 **7. SETTLEMENT ADMINISTRATION.**

26 7.1 Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to
27 serve as the Administrator and verified that, as a condition of appointment, it agrees to be bound
28 by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in

1 exchange for payment of Administration Expenses. The Parties and their Counsel represent that
2 they have no interest or relationship, financial or otherwise, with the Administrator other than a
3 professional relationship arising out of prior experiences administering settlements.

4 7.2 Employer Identification Number. The Administrator shall have and use its own
5 Employer Identification Number for purposes of calculating payroll tax withholdings and
6 providing reports state and federal tax authorities.

7 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that
8 meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation
9 section 468B-1.

10 7.4 Administrator Duties. The Administrator has a duty to perform or observe all tasks to
11 be performed or observed by the Administrator contained in this Agreement or otherwise.

12 **8. AGGRIEVED EMPLOYEE SIZE ESTIMATES**

13 In their MOU entered following mediation, Defendant represented that as of February 23,
14 2022, there were 38 Aggrieved Employees who worked at least 36 pay periods each for a total
15 number of pay periods during the PAGA Period of approximately 1,368 pay periods.

16 **9. CONTINUING JURISDICTION OF THE COURT.**

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

21 9.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
22 conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA
23 Counsel Litigation Expenses Payment, the Parties, their respective counsel waive all rights to
24 appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the
25 right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals.
26 The waiver of appeal does not include any waiver of the right to oppose such motions, writs or
27 appeals. If another party appeals the Judgment, the Parties' obligations to perform under this
28

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. ADDITIONAL PROVISIONS.

10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party. This Agreement does not supersede or replace the Separate Individual Settlement Agreement.

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

10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or

1 content of any document necessary to implement the Settlement, or on any modification of the
2 Agreement that may become necessary to implement the Settlement, the Parties will seek the
3 assistance of a mediator and/or the Court for resolution.

4 10.5 No Prior Assignments. The Parties separately represent and warrant that they have not
5 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
6 encumber to any person or entity and portion of any liability, claim, demand, action, cause of
7 action, or right released and discharged by the Party in this Settlement.

8 10.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant nor Defense Counsel
9 are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be
10 relied upon as such within the meaning of United States Treasury Department Circular 230 (31
11 CFR Part 10, as amended) or otherwise.

12 10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended,
13 modified, changed, or waived only by an express written instrument signed by all Parties or their
14 representatives, and approved by the Court.

15 10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure
16 to the benefit of, the successors of each of the Parties.

17 10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be
18 governed by and interpreted according to the internal laws of the state of California, without
19 regard to conflict of law principles.

20 10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation
21 of this Agreement. This Agreement will not be construed against any Party on the basis that the
22 Party was the drafter or participated in the drafting.

23 10.11 Confidentiality. To the extent permitted by law, all agreements made, and orders
24 entered during Action and in this Agreement relating to the confidentiality of information shall
25 survive the execution of this Agreement.

26 10.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA
27 Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data
28 provided to PAGA Counsel by Defendant in connection with the mediation, other settlement

1 negotiations, or in connection with the Settlement, may be used only with respect to this
2 Settlement, and no other purpose, and may not be used in any way that violates any existing
3 contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator
4 discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and
5 electronic versions of Aggrieved Employee Data received from Defendant unless, prior to the
6 Administrator's payment of all Settlement Funds, Defendant makes a written request to PAGA
7 Counsel for the return, rather than the destructions, of Aggrieved Employee Data.

8 10.13 Headings. The descriptive heading of any section or paragraph of this Agreement is
9 inserted for convenience of reference only and does not constitute a part of this Agreement.

10 10.14 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement
11 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
12 weekend or federal legal holiday, such date or deadline shall be on the first business day
13 thereafter.

14 10.15 Notice. All notices, demands or other communications between the Parties in
15 connection with this Agreement will be in writing and deemed to have been duly given as of the
16 third business day after mailing by United States mail, or the day sent by email or messenger,
17 addressed as follows:

18 To Plaintiff:

19 DAVID YEREMIAN & ASSOCIATES, INC.
20 David Yeremian
21 david@yeremianlaw.com
22 Alvin B. Lindsay
23 alvin@yeremianlaw.com
2540 Foothill Blvd., Suite 201
La Crescenta, CA 91214
Telephone: (818) 230-8380
Facsimile: (818) 230-0308

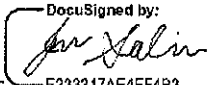
24 To Defendant:

25 LAW OFFICES OF JOSEPH Y. AVRAHAMY
26 Joseph Y. Avrahamy, Esq.
27 javrahamy@jyalaw.com
16530 Ventura Boulevard, Suite 208
Encino, California 91436
Telephone: (818) 990-1757
28 Facsimile: (818) 990-1955

1 10.16 Execution in Counterparts. This Agreement may be executed in one or more
2 counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this
3 Agreement shall be accepted as an original. All executed counterparts and each of them will be
4 deemed to be one and the same instrument if counsel for the Parties will exchange between
5 themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove
6 the existence and contents of this Agreement.

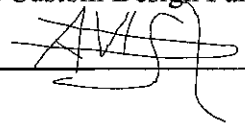
7 10.17 Stay of Litigation. The Parties agree that upon the execution of this Agreement the
8 litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further
9 agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the
10 date to bring a case to trial under CCP section 583.310 for the entire period of this settlement
11 process.

12 IT IS SO AGREED.

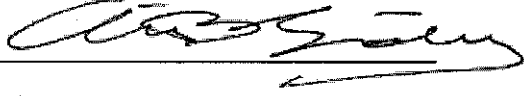
13 DocuSigned by:
14 
 E233317AE4EF493...
15 Plaintiff Juan Salinas

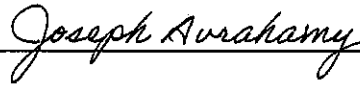
 Avi Shlanger

Defendant Custom Design Fur Corporation

By: 

17 DAVID YEREMIAN & ASSOCIATES, INC.

18
19 By 
20 David Yeremian
21 Alvin B. Lindsay
22 Attorneys for Plaintiff


23 Counsel For Defendant
24
25
26
27
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