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Attorneys for Defendants

CENTRAL SANITARY SUPPLY, LLC and erroneously named CENTRAL JANITORS' SUPPLY CO., INC.

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Attorneys for Plaintiff, JOSEPH LANDIN,
on behalf of himself and all others aggrieved

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF STANISLAUS

JOSEPH LANDIN as an aggrieved employee,
and on behalf of all other aggrieved employees
under the Labor Code Private Attorneys'
General Act of 2004,

Plaintiff,

V.

CENTRAL JANITORS' SUPPLY CO., INC.,
a California corporation; CENTRAL
SANITARY SUPPLY, LLC, a California
limited liability company; DOES 1 through
100, inclusive,

Defendants.

Case No. CV-21-006391

Assigned for All Purposes To:

Judge: Sonny S. Sandhu

Dept: 24

PAGA SETTLEMENT AGREEMENT

Action Filed: November 24, 2021

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applicable), and termination dates (as applicable). Defendant represents that from September 20, 2020 through January 31, 2023 there were 3,694 Pay Periods.

10. "Service Award" means the amounts to be paid from the Gross Settlement Amount to Plaintiff as payment for his service on behalf of the LWDA and Aggrieved Employees and for a general release of all claims arising out of his employment with Defendant.

11. "Settlement" is the settlement set forth in this Agreement.

12. "Settled Claims" or "PAGA Released Claims" means any and all claims for PAGA civil penalties, inclusive of attorneys' fees and/or costs, under the California Labor Code, as alleged in Plaintiff's PAGA Notice and the Operative Complaint, including but not limited to claims for alleged violations of California Labor Code §§ 98, 98.6, 200-204, 204.1, 204.2, 205, 205.5, 210, 226, 226.3, 226.7, 227.3, 232, 232.4, 232.5, 246 *et seq.*, 432, 510, 512, 558, 1102.5, 1174, 1174.5, 1194, 1197, 1197.1, 1197.5, 1198, 1198.5, 2698 *et seq.*, 2802, 2810.5, 6401, 6402, 6403, 6409.6, applicable Wage Orders, regulations, and/or other provisions of law during the Settlement Period, based on, arising from, or related to any claim, allegation, or theory asserted in the Action.

13. "Settlement Period" means the period from September 20, 2020 through January 31, 2023.

TERMS

14. All Terms Subject to Court Approval. The Court has jurisdiction over the Parties and the subject matter of the Action. The Action includes claims that, if proven, would authorize the Court to grant relief pursuant to the applicable statutes. This Agreement shall be submitted to the Court for approval and final judgment. After the Court has granted approval of the Settlement and entered judgment, the Court shall retain jurisdiction over the Parties to enforce the terms of the judgment pursuant to California Rule of Court, rule 3.769, subdivision (h).

15. Gross Settlement Amount. In consideration for Plaintiff's promises and representations described in this Settlement Agreement, and subject to all of the conditions of the Settlement being met, Defendant agrees to pay a gross amount of One Hundred and Thirty-Eight Thousand Dollars and Zero Cents (\$138,000.00) ("Gross Settlement Amount"), which represents the gross amount payable in this Settlement by Defendant, and includes all attorneys' fees, litigation costs and expenses, Plaintiff's Service Award, Settlement Administration Costs, and payments to Aggrieved Employees and the LWDA for their

share of the PAGA Penalties Fund. No portion of the Gross Settlement Amount will be retained by, or revert to, Defendant.

16. PAGA Penalties Fund. The PAGA Penalties Fund, approximately \$58,200.00 will be paid to Aggrieved Employees and the LWDA in full satisfaction of all claims for PAGA civil penalties under the California Labor Code, Wage Orders, regulations, and/or other provisions of law alleged to have been violated in the Action with respect to Aggrieved Employees. Pursuant to PAGA, Seventy-Five Percent (75%) (or approximately \$43,650.00), of the PAGA Penalties Fund will be paid to the LWDA, and the remaining Twenty-Five Percent (25%) (or approximately \$14,550.00), will be paid to all Aggrieved Employees according to the following formula:

16(a) Defendant will provide the necessary information to the Settlement Administrator in order to calculate:

- (i) Pay Periods by Individual Aggrieved Employee During the Settlement Period: The total number of pay periods worked by the Aggrieved Employee as a non-exempt employee during the Settlement Period, and
- (ii) Total Pay Periods By All Aggrieved Employees During the Settlement Period: The total number of pay periods in which all Aggrieved Employees worked as a non-exempt employee during the Settlement Period.

16(b) To determine each Aggrieved Employee's payment from the PAGA Penalties Fund, the Settlement Administrator will use the following formula: $\text{Settlement Payment} = 25\% \text{ of PAGA Penalties Fund } (\approx \$14,550.00) \times [\text{Pay Periods by Individual Aggrieved Employee During the Settlement Period} \div \text{Total Pay Periods by All Aggrieved Employees during the Settlement Period}]$.

17. Attorneys' Fees and Costs. In full satisfaction of all claims Plaintiff may have for attorneys' fees, all out-of-pocket costs and expenses arising out of the Action (including, if applicable, expert fees and investigation costs), the Defendant agrees not to oppose Plaintiff's request that Plaintiff's Counsel be paid 35% of the Gross Settlement Amount for attorneys' fees, , amounts to \$48,300.0, and up to \$20,000.00 in actual costs ("Attorneys' Fees and Costs"), which shall be paid by the Settlement Administrator out of the Gross Settlement Amount. Any portion of the Attorneys' Fees and Costs not awarded to Plaintiff's Counsel

will be added to the PAGA Penalties Fund. The Settlement shall remain binding even if the Court approves a lesser amount of Attorneys' Fees and Costs.

18. Service Award. For his service on behalf of the LWDA and Aggrieved Employees, and in consideration of a general release, Defendant agrees not to oppose Plaintiff's request that Plaintiff be paid the sum of \$7,500.00 ("Service Award"), which shall be paid by the Settlement Administrator out of the Gross Settlement Amount. The Settlement shall remain binding even if the Court approves a lesser amount of the Service Award.

19. Settlement Administration Costs. The Parties have agreed to retain ILYM Group, Inc. as the third-party settlement administrator ("Settlement Administrator") to administer this settlement. The Settlement Administrator will be responsible for establishing a qualified settlement fund ("QSF") and issuing all payments and appropriate tax forms to Aggrieved Employees, the LWDA, Plaintiff, and Plaintiff's Counsel. The Settlement Administration Costs will be paid from the Gross Settlement Amount. Settlement Administration Costs are estimated at \$4,000.00.

20. Increase in the Gross Settlement Amount. Defendant represents that there are 3,694 Pay Periods in the Settlement Period. In the event the number of Pay Periods during the PAGA Period increases by more than five percent (5%), or 185 Pay Periods (3,694 Pay Periods + 185 Pay Periods), then the Gross Settlement Amount shall be increased proportionally by the Pay periods in excess of 3,879 Pay Periods multiplied by the Pay Period Value. The Pay Period Value shall be calculated by dividing the originally agreed-upon Gross Settlement Amount (\$138,000.00) by 3,694, which amounts to a Pay Period Value of \$37.36. Thus, for example, should there be 4,000 Pay Periods in the Settlement Period, then the Gross Settlement Amount shall be increased by \$6,312.00 [(4,000 Pay Periods – 3,879 Pay Periods) x \$37.36].

21. Court Approval of the Settlement and Distribution of Settlement Payments. The Parties will present this Settlement Agreement to the Court and the LWDA. Plaintiff shall be responsible for preparing and submitting all motions, papers, and notifications regarding this Settlement to the Court and the LWDA, and for providing Defendant an opportunity to propose revisions to the documents prior to filing, which Plaintiff will incorporate in good faith. Plaintiff's Counsel will provide the LWDA with notice of the Settlement before or at the same time the Motion for Approval is filed with the Court. The Parties will request that the Court issue an order and judgment approving the Settlement, incorporating by reference the

1 terms and conditions of the Settlement Agreement (the “Order and Judgment”).

2 22. List of Aggrieved Employees. Within fourteen (14) calendar days after entry of the Order
3 and Judgment, Defendant will provide the Settlement Administrator a complete list of all Aggrieved
4 Employees (“Aggrieved Employee List”). The Aggrieved Employee List will be formatted in Microsoft
5 Office Excel and will include each Aggrieved Employees full name; most recent mailing address and
6 telephone number; Social Security number; hire dates (s), separation date(s) (as applicable); and re-hire
7 date(s) (as applicable); the respective number of pay periods during which each Aggrieved Employee
8 worked as a non-exempt employee during the Settlement Period; and any other relevant information needed
9 to calculate settlement payments. The Parties agree and acknowledge that, except for identifying the total
10 number of Aggrieved Employees contained therein, the Aggrieved Employee List, including identification
11 and contact information, is confidential and shall not be shared with Plaintiff or Plaintiff’s Counsel, unless
12 Defendant consents to the disclosure in writing or unless the Court orders the disclosure.

13 23. Funding of the Settlement. Within fourteen (14) calendar days after entry of the Order and
14 Judgment, Defendant will deposit the Gross Settlement Amount into the QSF to be established by the
15 Settlement Administrator. Following its deposit of the Gross Settlement Amount to the Settlement
16 Administrator, Defendant shall have no responsibility, financial obligation, or liability whatsoever with
17 respect to any payments to the LWDA, Aggrieved Employees, Plaintiff’s Counsel, Plaintiff, and any other
18 recipients of funds and/or beneficiaries of the Settlement, including but not limited to all calculations and
19 disbursements of funds, and payment of any taxes or costs relating thereto.

20 24. Date of Settlement Payments. Within twenty-one (21) calendar days after the Court’s Order
21 and Judgment (“Date of Settlement Payments”), the Settlement Administrator will issue payments to: (a)
22 Aggrieved Employees; (b) the LWDA; (c) Plaintiff; (d) Plaintiff’s Counsel; and (e) itself. The Settlement
23 Administrator, and not Defendant, will issue the appropriate tax forms for all payments issued under this
24 Settlement. In the event of any appeals following the Court’s entry of the Order and Judgment, the
25 Settlement Administrator shall ensure that the QSF is placed in an interest-bearing account until the
26 resolution of all such appeals. Following the resolution of any appeals, the Settlement Administrator shall
27 issue the payments as set forth above within (14) calendar days after the Order and Judgment is final and no
28 longer subject to any appeal. In the event the Settlement is not finally approved following any such

1 appeal(s), the amounts funded by Defendant shall be refunded to Defendant, including all interest earned.

2 25. Settlement Payments to Aggrieved Employees. On the Date of Settlement Payments, the
3 Settlement Administrator will issue each Aggrieved Employee one check for his or her share of the PAGA
4 Penalties Fund along with an explanatory notice which will be mutually approved by the parties. Prior to
5 mailing, the Settlement Administrator will perform a search based on the National Change of Address
6 Database for information to update and correct for any known or identifiable address changes. Any checks
7 returned as non-deliverable on or before the check cashing deadline will be sent promptly via regular First-
8 Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the
9 Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other
10 search using the name, address or Social Security number of the Aggrieved Employee involved, and will
11 then perform a single re-mailing. Checks will remain negotiable for 180 days. Those funds represented by
12 un-cashed checks which remain outstanding 180 days after the mailing of the Settlement checks by the
13 Settlement Administrator will be tendered to the unclaimed property fund of The State Controller's Office to
14 be held in the name of each Aggrieved Employee. All settlement payments to Aggrieved Employees will be
15 treated as miscellaneous income for which a 1099 will be issued.

16 26. Aggrieved Employees' Tax Liability. Other than the reporting requirements set forth in this
17 Agreement, the Aggrieved Employees shall be responsible for the reporting and payment of any federal,
18 state, and/or local income or other tax or any other withholdings, if any, on any of the payments made
19 pursuant to this Agreement. Counsel for Plaintiff and Defendants make no representations, and it is
20 understood and agreed that Counsel for Plaintiffs and Defendants have made no representations, as to the
21 taxability of any portions of the Individual Settlement Payments to any Aggrieved Employee, the payment
22 of any costs or an award of attorney fees, or any payments to Plaintiffs. The PAGA Payment Letter (Exhibit
23 1) will inform Aggrieved Employees of the opportunity to seek their own tax advice in connection with their
24 receipt of Individual Settlement Payments.

25 27. Defendants' Tax Liability. The Parties do not expect there to be any employer side taxes
26 arising from this Settlement because this a settlement of a representative action for civil penalties. If it is
27 determined that employer side taxes exist on the Gross Settlement Amount, such taxes will be funded by the
28 Gross Settlement Amount.

1 28. Settled Claims. Upon the Date of Settlement Payments, and entry of Judgment, Plaintiff and
2 all Aggrieved Employees, and the State of California, including any purported representative or proxy
3 thereof, will release and be forever barred from pursuing against Defendant the Settled Claims during the
4 Settlement Period.

5 29. General Release. Plaintiff, on behalf of himself and his respective successors, assigns,
6 legatees, heirs, and personal representatives, and Defendant Central Sanitary Supply, LLC and erroneously
7 named Defendant Central Janitors' Supply Co., Inc. (collectively, "Defendant") (collectively, the "Parties"),
8 on behalf of themselves their parents, subsidiaries, and related entities, past and present officers, directors,
9 shareholders, executives, managers, supervisors, agents, members, employees, successors and assigns (the
10 "Released Parties"), agree that Plaintiff, in consideration of the benefits provided by the PAGA Settlement
11 Agreement, agrees upon entry of the Order and Judgment, to release Defendant from any and all known and
12 unknown claims, and expressly waives and relinquishes, to the fullest extent permitted by law, the
13 provisions, rights, and benefits of California *Civil Code* Section 1542, or any other similar provision under
14 federal or state law, which provides:

15 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR**
16 **OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR**
17 **HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF**
18 **KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER**
19 **SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

20 In addition to the provisions of § 1542 of the *Civil Code* of the State of California, Landin, for
21 himself and his present and former agents, attorneys, successors and assigns and any other person or entity
22 claiming by, through or under any of them, does hereby irrevocably and unconditionally releases, remises,
23 acquits, and forever discharges the Released Parties of and from any and all claims, demands, damages,
24 causes of action, debts, liabilities, covenants, or suits, direct or indirect, known or unknown, that Plaintiff
25 may have or claim to have against the Released Parties including, without limitation, any and all liabilities,
26 claims, demands, contracts, debts, obligations and causes of action of any nature, kind, and description,
27 whether in law, equity or otherwise, whether or not now known or ascertained, which currently do or may
28 exist, including without limitation any matter, cause or action arising out of or related to facts or events

1 occurring prior to the execution of this Agreement, and/or arising from and relating to Plaintiff's relationship
2 with Defendant, Plaintiff's hiring and payment of wages therefore, and/or termination therefrom, including,
3 but not limited to all claims and causes of action set forth in the action which is the subject to the PAGA
4 Settlement Agreement, and including, but not limited to, those claims arising under any federal, state or local
5 law or statute, including without limitation those arising under the Fair Labor Standards Act, Americans
6 with Disabilities Act, Title VII of the Civil Rights Act of 1964, Employee Retirement Income Security Act,
7 National Labor Relations Act, Family and Medical Leave Act, Worker Adjustment and Retraining
8 Notification Act, California Labor Code, California Corporations Code, California Business and Professions
9 Code, California Fair Employment and Housing Act, California Worker Adjustment and Retraining
10 Notification Act, California Workers' Compensation Act, California Family Rights Act, California
11 Constitution (all as amended); federal and state wage and hour laws, laws of contract and tort; all claims for
12 discrimination, harassment, retaliation, wrongful termination, emotional distress, defamation, libel, slander,
13 invasion of privacy, or unfair business practices; any action for recovery of lost wages (including front pay
14 and back pay), benefits, other employment compensation, misrepresentation, fraud, emotional distress,
15 medical expenses, other economic and non-economic damages, civil penalties, waiting time penalties,
16 statutory penalties, liquidated damages, compensatory damages, punitive damages, injunctive relief,
17 reinstatement, attorneys' fees, costs, expenses and any other statutory or common law claims relating to
18 employment or the recruitment therefore or the termination thereof, as well as recovery of any other type
19 arising under federal, state or local law.

20 30. No Credit Toward Benefit Plans. Payments to Aggrieved Employees as referenced herein
21 will not be utilized to calculate any additional benefits under any benefit plans to which any Aggrieved
22 Employee may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans,
23 stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the
24 Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to
25 which any Aggrieved Employee may be entitled under any benefit plans.

26 31. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant that
27 they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
28 encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right

1 herein released and discharged.

2 32. Nullification of Settlement Agreement. In the event that: (i) the Court does not enter a final
3 Order and Judgment approving the Settlement as provided herein; or (ii) the Settlement does not become
4 final for any other reason, then this Settlement Agreement, and any documents generated to bring it into
5 effect, will be null and void, and the Parties will be returned to their original respective positions.
6 Notwithstanding the foregoing, the Parties shall meet and confer to address any concerns the Court may
7 have regarding this Settlement, and in good faith, cooperate to amend this Agreement to satisfy Court
8 concerns.

9 33. Judgment and Continued Jurisdiction. After entry of the Order and Judgment, the Court will
10 have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the
11 terms of the Settlement, (ii) settlement administration matters, and (iii) such post-Judgment matters as may
12 be appropriate under court rules or as set forth in this Settlement.

13 34. Entire Agreement. This Settlement Agreement constitutes the entirety of the Parties'
14 settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding on
15 the Parties.

16 35. Amendment or Modification. This Settlement Agreement may be amended or modified
17 only by a written instrument, signed by either the Parties or their successors-in-interest or counsel for all
18 Parties.

19 36. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and
20 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
21 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to
22 this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate
23 the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and use
24 their best efforts to effect the implementation of the Settlement. If the Parties are unable to reach agreement
25 on the form or content of any document needed to implement the Settlement, or on any supplemental
26 provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the
27 assistance of the Court to resolve such disagreement.

28 37. Binding on Successors and Assigns. This Settlement Agreement will be binding upon, and

inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

38. California Law Governs. All terms of this Settlement Agreement will be governed by and interpreted according to the laws of the State of California.

39. Execution and Counterparts. This Settlement Agreement is subject only to the execution of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including electronic signatures (e.g., DocuSign), facsimiles, and scanned copies of the signature pages, will be deemed to be one and the same instrument.

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

41. Waiver of Certain Appeals. The Parties agree to waive appeals; except, however, that Plaintiff may appeal any reduction to the Attorneys' Fees and Costs below the amount they request from the Court, and either party may appeal any court order that materially alters the Settlement's terms.

42. Invalidity of Any Provision. Before declaring any provision of this Settlement Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable. The Parties agree to meet and confer and, if necessary, attempt to renegotiate in good faith to resolve any concerns raised by the Court with respect to any of the terms of this Settlement, in an effort to obtain Court approval.

43. Captions. The captions and section numbers in this Settlement Agreement are inserted for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the provisions of this Settlement Agreement.

44. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

45. Enforcement Action. In the event that one or more of the Parties institutes any legal action

1 or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to
2 declare rights and/or obligations under this Settlement, including any term regarding funding, the successful
3 Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees
4 and costs, including expert witness fees incurred in connection with any enforcement actions.

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

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

13 48. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good
14 faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement
15 Agreement.

16 49. Binding Agreement. The Parties warrant that they understand and have full authority to
17 enter into this Settlement, and further intend that this Settlement Agreement will be fully enforceable and
18 binding on all Parties, including the State of California which Plaintiff represents in the Action, and agree
19 that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding
20 any mediation confidentiality provisions that otherwise might apply under federal or state law.

21 50. Denial of Liability. The Parties expressly recognize that the making of this agreement does
22 not in any way constitute an admission or concession of wrongdoing on the part of Defendant. Defendant
23 expressly denies any liability for the claims asserted and specifically denies and does not admit any of the
24 allegations against it. Nothing in this Settlement, nor any action taken in implementation thereof, nor any
25 statements, discussions or communications, nor any materials prepared, exchanged, issued or used during
26 the pendency of the Action, is intended by the Parties to, nor will any of the foregoing constitute, be
27 introduced, be used or be admissible in any way in any other judicial, arbitral, administrative, investigative
28 or other forum or proceeding, as evidence of any violation of any federal, state, or local law, statute,

1 ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. Notwithstanding
2 the foregoing, this agreement may be used in any proceeding in the Court that has as its purpose the
3 interpretation, implementation, or enforcement of the Settlement or any orders or judgments of the Court
4 entered into in connection therewith.

5
6 **READ CAREFULLY BEFORE SIGNING**

7 **PLAINTIFF**

8 Dated: Aug 11, 2023

Joseph Landin
Joseph Landin (Aug 11, 2023 13:48 PDT)

9 Joseph Landin

10
11 **DEFENDANT**

12 Dated: _____

Name of Authorized Signatory
Central Sanitary Supply, LLC and erroneously named
Central Janitors' Supply Co., Inc.

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16 **APPROVED AS TO FORM**

17
18 Dated: 8/23/23

BIBIYAN LAW GROUP, P.C.

19
20 By: Vedang J. Patel
David Bibiyan
Vedang J. Patel

21 Attorneys for Plaintiff
22 JOSEPH LANDIN
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1 ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. Notwithstanding
2 the foregoing, this agreement may be used in any proceeding in the Court that has as its purpose the
3 interpretation, implementation, or enforcement of the Settlement or any orders or judgments of the Court
4 entered into in connection therewith.

5
6 **READ CAREFULLY BEFORE SIGNING**

7 **PLAINTIFF**

8 Dated: _____
9

Joseph Landin

10
11 **DEFENDANT**

12 Dated: 8 / 22/ 23
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14 

Nigel Kershaw
Central Sanitary Supply, LLC and erroneously named
Central Janitors' Supply Co., Inc.

15
16 **APPROVED AS TO FORM**

17
18 Dated: _____
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BIBIYAN LAW GROUP, P.C.

20 By: _____

21 David Bibiyan
Vedang J. Patel

22 Attorneys for Plaintiff
23 JOSEPH LANDIN
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Dated: 8/23/23

CDF LABOR LAW LLP

By: 

Amy S. Williams
Attorneys for Defendants
CENTRAL SANITARY SUPPLY, LLC and erroneously
named CENTRAL JANITORS' SUPPLY CO., INC.