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BAGATELOS GLASS SYSTEMS, INC.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

CESAR RODELAS, individually, and on behalf
of all others similarly situated,

Plaintiff,

vs.

BAGATELOS GLASS SYSTEMS, INC., a
California corporation; and DOES 1 through
10, inclusive,

Defendants.

Case No.: 34-2021-00308023-CU-OE-GDS

[Assigned for All Purposes to the Honorable
Lauri A. Damrell, Department 22]

PAGA SETTLEMENT AGREEMENT

Action Filed: September 16, 2021
FAC Filed: April 21, 2022
Trial Date: Not Set

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made by and between Plaintiff Cesar Rodelas ("Plaintiff"), individually and in his capacity as the representative of the State of California on behalf of other allegedly aggrieved employees, and defendant Bagatelos Glass Systems, Inc. ("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 *Cesar Rodelas v. Bagatelos Glass Systems, Inc.*, Case No. 34-2021-00308023-CU-OE-GDS, initiated on September 16, 2021, and pending in Superior Court of the State of California, County of Sacramento.
- 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 the Settlement.
- 1.4. "Covered Employees" means all individuals employed by Defendant in California in any hourly non-exempt capacity at any time during the period from September 16, 2020 through the date the Court approves this Settlement (the "PAGA Period").
- 1.5. "Covered Employee Data" means Covered Employee identifying information in Defendant's possession including the Covered Employee's name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.6. "Covered Employee Address Search" means the Administrator's investigation and search for current Covered 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 Covered Employees.
- 1.7. "Court" means the Superior Court of California, County of Sacramento.
- 1.8. "Defense Counsel" means William R. H. Mosher and Adam G. Khan of Lewis Brisbois

Bisgaard & Smith L.L.P..

- 1.9. "Effective Date" means the earliest date, following entry by the Court of the Judgment, upon which one of the following has occurred: (i) expiration of all potential appeal periods without a filing a notice of appeal of the Judgment; (ii) final affirmance of the Judgment by an appellate court as a result of any appeal(s); or (iii) final dismissal or denial of all such appeals (including any petitions for review, rehearing, certiorari, etc.) such that the Judgment is no longer subject to further judicial review.
- 1.10. "Gross Settlement Amount" means \$395,000.00 which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 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, Plaintiff's Representative Enhancement, and the Administration Expenses Payment.
- 1.11. "Individual PAGA Payment" means the Covered Employee's *pro rata* share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Covered Employee worked during the PAGA Period.
- 1.12. "Judgment" means the judgment entered by the Court based upon the Order granting Approval of the Settlement.
- 1.13. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code § 2699(i).
- 1.14. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code § 2699(i).
- 1.15. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Plaintiff's Representative Enhancement, and the Administration Expenses Payment. The remainder is to be paid as follows: 75% of the Net Settlement Amount to the LWDA PAGA Payment and 25% of the Net Settlement Amount to the Individual PAGA Payments.
- 1.16. "PAGA Counsel" means Kane Moon, Lilit Ter-Astvatsatryan, and Linh H. Tran of Moon

1 Law Group, PC, the attorneys representing Plaintiff in the Action.

2 1.17. "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment"
3 mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys'
4 fees and expenses, respectively, incurred to prosecute the Action.

5 1.18. "PAGA Pay Period" means any Pay Period during which a Covered Employee worked for
6 Defendant for at least one day during the PAGA Period.

7 1.19. "PAGA Period" means the period from September 16, 2020 through the date the
8 settlement is approved.

9 1.20. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).

10 1.21. "PAGA Notice" means Plaintiff's September 13, 2021 letter to Defendant and the LWDA
11 providing notice pursuant to Labor Code § 2699.3(a).

12 1.22. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the
13 Gross Settlement Amount, allocated 25% to the Covered Employees as Individual PAGA
14 Payments and the 75% to LWDA as the LWDA PAGA Payment in settlement of PAGA
15 claims.

16 1.23. "Plaintiff" means Cesar Rodelas, the named Plaintiff in the Action.

17 1.24. "Plaintiff's Representative Enhancement" means the amount approved by the Court, not
18 to exceed \$2,500.00, to Plaintiff for his efforts of initiating and pursuing the Action.

19 1.25. "Approval Order" means the proposed Court Order Granting Approval of PAGA
20 Settlement.

21 1.26. "Released PAGA Claims" means the claims being released as described in Paragraph 5
22 below.

23 1.27. "Released Parties" means: Defendant and its former, present and future owners, parents,
24 subsidiaries, affiliates, predecessors, successors, joint employers, co-employers, and
25 assigns, and all of their current, former and future officers, directors, members, managers,
26 employees, consultants, partners, shareholders, joint venturers, agents, successors, assigns,
27 accountants, insurers, and legal representatives.

28 1.28. "Settlement" means the disposition of the Action effected by this Agreement and the

Judgment.

1.29. "Defendant" means named Defendant Bagatelos Glass Systems, Inc.

2. RECITALS.

2.1. On September 13, 2021, Plaintiff sent a letter to the LWDA and Defendant giving notice of his intent to pursue a representative action pursuant to PAGA on behalf of himself and the State of California, as well as on behalf of a proposed group of allegedly aggrieved employees ("PAGA Notice").

2.2. On September 16, 2021, Plaintiff commenced this Action by filing a Class Action Complaint alleging that Defendant failed to properly pay minimum wages, overtime wages, provide lawful meal periods or compensation in lieu thereof, authorize or permit lawful rest breaks or provide compensation in lieu thereof, indemnify necessary business expenses, timely pay all wages at the termination of employment, provide accurate itemized wage statements, and committed unfair business practices (the "Class Action Complaint"). Because of an enforceable arbitration agreement, however, Plaintiff decided to dismiss those class action claims and proceed on a PAGA only basis. . To that end, on April 21, 2022, Plaintiff filed a first amended complaint in the Action alleging only a single cause of action for violation of PAGA. The first amended complaint is the operative complaint in the Action (the "Operative Complaint"). Defendant denies the allegations in both the Class Action Complaint and the Operative Complaint, denies any failure to comply with the laws identified in either the Class Action Complaint or the Operative Complaint, and denies any and all liability for the causes of action alleged.

2.3. On January 31, 2024, the Parties participated in an all-day mediation with labor and employment mediator the Honorable Carl West (Ret.), which led to this Agreement to settle the Action.

2.4. Prior to mediation, Plaintiff obtained, through informal discovery, employee and payroll data, policy documents, and additional information regarding Defendant's non-exempt, hourly employees in California who were employed by Defendant during the PAGA Period, which PAGA Counsel reviewed and analyzed.

1 2.5. The Parties, PAGA Counsel, and Defense Counsel represent that they are not aware of any
2 other pending matter or action asserting claims that will be extinguished or affected by the
3 Settlement.

4 **3. MONETARY TERMS.**

5 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant
6 agrees to pay \$395,000.00 and no more as the Gross Settlement Amount. Defendant has
7 no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph
8 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement
9 Amount without asking or requiring Covered Employees to submit any claim as a
10 condition of payment. None of the Gross Settlement Amount will revert to Defendant.

11 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the
12 following payments from the Gross Settlement Amount, in the amounts specified by the
13 Court in the Approval Order:

14 3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 33.33% of
15 the Gross Settlement Amount, which is currently estimated to be \$131,653.50 and
16 a PAGA Counsel Litigation Expenses Payment of not more than \$20,000.00.
17 Defendant will not oppose requests for these payments provided that they do not
18 exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or
19 motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses
20 Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA
21 Counsel Litigation Expenses Payment less than the amounts requested, the
22 Administrator will allocate the remainder to the Net Settlement Amount. Released
23 Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel
24 arising from any claim to any portion any PAGA Counsel Fee Payment and/or
25 PAGA Counsel Litigation Expenses Payment. The Administrator will pay the
26 PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or
27 more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for
28 taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel

1 Litigation Expenses Payment and holds Defendant harmless, and indemnifies
2 Defendant, from any dispute or controversy regarding any division or sharing of
3 any of these Payments.

4 3.2.2. To Plaintiff: Plaintiff will seek a Representative Enhancement of not more than
5 \$2,500.00. Defendant will not oppose Plaintiff's request for this payment provided
6 that it does not exceed this amount. In exchange for Plaintiff's providing a
7 complete, general release of all claims in addition to his service as a representative
8 in the Action, Plaintiff and/or PAGA Counsel will file an application or motion for
9 Plaintiff's Representative Enhancement. If the Court approves an amount less than
10 the amount requested, the Administrator will allocate the remainder to the Net
11 Settlement Amount. Tax deductions and withholdings will not be taken from
12 Plaintiff's Representative Enhancement, and instead a Form 1099 will be issued to
13 Plaintiff with respect to this payment.

14 3.2.3. To the Administrator: An Administration Expenses Payment not to exceed
15 \$20,000.00 except for a showing of good cause and as approved by the Court. To
16 the extent the Administration Expenses are less or the Court approves payment less
17 than \$20,000.00, the Administrator will retain the remainder in the Net Settlement
18 Amount.

19 3.2.4. To the LWDA and Covered Employees: After deducting PAGA Counsel Fees
20 Payment, PAGA Counsel Litigation Expenses Payment, Plaintiff's Representative
21 Enhancement, and the Administration Expenses Payment from the Gross
22 Settlement Amount, the remaining amount will be the Net Settlement Amount. The
23 Net Settlement Amount is comprised of the LWDA PAGA Payment and
24 Individual PAGA Payments. The Net Settlement Amount shall be allocated 75% to
25 the LWDA PAGA Payment. The remaining 25% of the Net Settlement Amount
26 will be allocated to the Individual PAGA Payments that will be paid to the Covered
27 Employees on a *pro rata* basis as noted below.

28 3.2.4.1. The Administrator will calculate each Individual PAGA Payment by (a)

1 dividing the amount of the Covered Employees' 25% share of PAGA
2 Penalties by the total number of PAGA Period Pay Periods worked by all
3 Covered Employees during the PAGA Period and (b) multiplying the result
4 by each Covered Employee's PAGA Period Pay Periods. Covered
5 Employees assume full responsibility and liability for any taxes owed on
6 their Individual PAGA Payments.

7 3.2.4.2. The Administrator will report the Individual PAGA Payments on IRS 1099
8 Forms.

9 **4. SETTLEMENT FUNDING AND PAYMENTS.**

- 10 4.1. Covered Employee Pay Periods. Based on a review of its records, Defendant estimates
11 there are 258 Covered Employees who worked a total of 26,423 of PAGA Pay Periods
12 ("Affected Pay Periods") as of approximately January 31, 2024.
- 13 4.2. Funding of Gross Settlement Amount. Within thirty (30) days after the Court's Approval
14 Order is signed, Defendant shall fully deposit the Gross Settlement Amount into a
15 Qualified Settlement Fund (QSF) account established by the Administrator.
- 16 4.3. Covered Employee Data. Within fourteen (14) days after Defendant deposits the Gross
17 Settlement Amount, Defendant shall provide the Administrator with a confidential list of
18 Covered Employees containing their names, social security numbers, dates of employment,
19 last-known addresses and phone numbers (the "Covered Employee Data"). Thereafter,
20 within seven (7) days following receipt of the Covered Employee Data and without
21 disclosing any personally identifying information for any Covered Employees to Plaintiff,
22 the Administrator shall provide the Parties with the total number of PAGA Pay Periods
23 worked by the Covered Employees so that the Parties can determine whether any escalator
24 payment is required or whether Defendant wishes to exercise its right to change the end
25 date of the PAGA Period. Defendant has a continuing duty to immediately notify PAGA
26 Counsel if it discovers that the Covered Employee Data omitted employee identifying
27 information and to provide corrected or updated Covered Employee Data as soon as
28 reasonably feasible. Without any extension of the deadline by which Defendant must send

1 the Covered Employee Data to the Administrator, the Parties and their counsel will
2 expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues
3 related to missing or omitted Covered Employee Data.

4 4.4. Payments from the Gross Settlement Amount. Within fourteen (14) days after providing
5 the Parties with the Affected Pay Periods worked by the Covered Employees and receiving
6 the Parties' approval to do so, the Administrator will mail checks for all Individual PAGA
7 Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the
8 Plaintiff's Representative Enhancement, the PAGA Counsel Fees Payment, and the PAGA
9 Counsel Litigation Expenses Payment. Disbursement of the Plaintiff's Representative
10 Enhancement, the PAGA Counsel Fees Payment, and the PAGA Counsel Litigation
11 Expenses Payment shall not precede disbursement of Individual PAGA Payments.

12 4.4.1. The Administrator shall determine each Covered Employee's share of the
13 Individual PAGA Payments, prepare copies of the court approved Notice of PAGA
14 Action Settlement (attached hereto as **Exhibit 1**), and send the Covered Employees
15 the Notices with their respective Individual PAGA Payment via First Class U.S.
16 Mail, postage prepaid. The face of each Individual PAGA Payment check shall
17 prominently state the date (not less than 180 days after the date of mailing) when
18 the check will be voided. The Administrator will cancel all checks not cashed by
19 the void date. Before mailing any checks, the Administrator must update the
20 recipients' mailing addresses using the National Change of Address Database.

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

1 check was lost or misplaced, requested by the Covered Employee prior to the void
2 date.

3 4.4.3. For any Covered Employee whose Individual PAGA Payment check is uncashed
4 and cancelled after the void date, the Administrator shall transmit the funds
5 represented by such checks to the California Controller's Unclaimed Property Fund
6 in the name of the Covered Employee.

7 4.4.4. The payment of Individual PAGA Payments shall not obligate Defendant to confer
8 any additional benefits or make any additional payments to the Covered
9 Employees (such as 401(k) contributions or bonuses) beyond those specified in this
10 Agreement.

11 **5. RELEASES OF CLAIMS.**

12 Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Covered
13 Employees (including Plaintiff) and PAGA Counsel will release claims against all Released Parties as
14 follows:

15 5.1. Release by Covered Employees: All Covered Employees (including Plaintiff) are deemed
16 to release, on behalf of themselves and their respective former and present representatives,
17 agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from
18 all claims, rights, demands, liabilities and causes of action that arose during the PAGA
19 Period for civil penalties under the Labor Code, based on acts or omissions alleged or that
20 could have been alleged in the Action based on the facts therein, including the facts, legal
21 theories and allegations in the Operative Complaint in the Action and Plaintiff's PAGA
22 Notice to the LWDA for civil penalties, and any related attorneys' fees, costs, or interest.

23 5.2. Release by PAGA Counsel: PAGA Counsel release on behalf of their present and former
24 attorneys, employees, agents, successors and assigns the Released Parties from all claims
25 for PAGA Fees incurred in connection with the Operative Complaint and the PAGA
26 Period facts stated in the Operative Complaint and the PAGA Notice.

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

28 Plaintiff agrees to prepare and file an application or motion for approval of this Settlement.

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

18 6.2. Responsibilities of PAGA Counsel. PAGA Counsel is responsible for expeditiously
19 finalizing and filing the application or motion for approval of this Settlement no later than
20 thirty (30) days after the full execution of this Agreement and, if necessary, obtaining a
21 prompt hearing date for the motion and appearing in Court to advocate in favor of the
22 motion. PAGA Counsel is responsible for delivering the Court's Approval Order to the
23 Administrator.

24 6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or
25 motion for approval of this Settlement and/or the supporting declarations and documents,
26 PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the
27 Parties by meeting in person or by telephone, and in good faith, to resolve the
28 disagreement. If the Court does not grant the motion for approval of this Settlement or

conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

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

7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of providing reports to state and federal tax authorities.

7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under U.S. Treasury Regulation § 468B-1.

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

8. COVERED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE

Based on its records, Defendant estimates that, as of approximately January 31, 2024, there were approximately 258 Covered Employees who worked a total of 26,423 Affected Pay Periods during the PAGA Period. If the actual number of Affected Pay Periods during the PAGA Period is more than 10% greater than this number (i.e., over 29,065 pay periods), Defendant shall increase the Gross Settlement Amount in proportion to the increase in Affected Pay Periods over 10% (e.g., if the number of Affected Pay Periods in the PAGA Period is 11% greater than 26,423, Defendant will increase the Gross Settlement Amount by 1%). Alternatively, within seven (7) days of being informed by the Administrator that the actual number of Affected Pay Periods exceeds 29,065, Defendant in its sole discretion may elect to move

back the end date of the PAGA Period so that it encompasses no more than 29,065 pay periods and no additional payment is required.

9. CONTINUING JURISDICTION AND WAIVER OF RIGHT TO APPEAL.

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

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

10. 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

1 Action, and Plaintiff reserve the right to contest Defendant's defenses. The Settlement, this
2 Agreement, and the 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 Agreement, submitting supplemental evidence and supplementing points and
17 authorities as requested by the Court. In the event the Parties are unable to agree upon the
18 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.

- 1 10.7. Modification of Agreement. This Agreement, and all parts of it, may be amended,
2 modified, changed, or waived only by an express written instrument signed by all Parties
3 or their representatives, and approved by the Court.
- 4 10.8. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the
5 benefit of, the successors of each of the Parties.
- 6 10.9. Applicable Law. All terms and conditions of this Agreement and its exhibits will be
7 governed by and interpreted according to the internal laws of the state of California,
8 without regard to conflict of law principles.
- 9 10.10. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of
10 this Agreement. This Agreement will not be construed against any Party on the basis that
11 the Party was the drafter or participated in the drafting.
- 12 10.11. Confidentiality. To the extent permitted by law, all agreements made, and orders entered
13 during Action and in this Agreement relating to the confidentiality of information shall
14 survive the execution of this Agreement.
- 15 10.12. Use and Return of Covered Employee Data. Information provided to PAGA Counsel
16 pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data
17 provided to PAGA Counsel by Defendant in connection with the mediation, other
18 settlement negotiations, or in connection with the Settlement, may be used only with
19 respect to this Settlement, and no other purpose, and may not be used in any way that
20 violates any existing contractual agreement, statute, or rule of court. Covered Employee
21 Data shall not be shared with PAGA Counsel unless identifying information is
22 anonymized. In the event PAGA Counsel receives non-anonymized Covered Employee
23 Data, PAGA Counsel shall delete it immediately.
- 24 10.13. Headings. The descriptive heading of any section or paragraph of this Agreement is
25 inserted for convenience of reference only and does not constitute a part of this
26 Agreement.
- 27 10.14. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be
28 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
Lilit Ter-Astvatsatryan
Linh H. Tran
MOON LAW GROUP, PC
725 S. Figueroa St., 31st Floor
Los Angeles, CA 90017

To Defendant:

LEWIS BRISBOIS BISGAARD & SMITH LLP
William R. H. Mosher
633 W. 5th Street, Suite 4000
Los Angeles, California 90071

Adam G. Khan
2020 W. El Camino Avenue, Suite 700
Sacramento, California 95833

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 to prove the existence and contents of this Agreement.

10.17. Enforcement Actions. Except as otherwise provided in this PAGA Settlement Agreement, in the event that one or more of the Parties to this PAGA Settlement Agreement institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this PAGA Settlement Agreement or to declare rights and/or obligations under this PAGA Settlement Agreement, the successful Party or Parties shall be entitled to

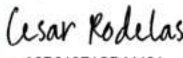
recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs incurred in connection with any enforcement actions.

10.18. Binding Settlement. This PAGA Settlement Agreement is intended to and shall be fully binding, enforceable, and subject to disclosure, including Evidence Code section 1123 and Code of Civil Procedure section 664.6.

10.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure § 583.330 to extend the date to bring a case to trial under Code of Civil Procedure § 583.310 for the entire period of this settlement process.

Plaintiff:

Dated: 9/12/2024

Signed by:

 By: A3D310F1CD44431...
 Plaintiff Cesar Rodelas

Defendant:

Dated: Bagatelos Glass Systems, Inc.

By: _____
 Print Name

 Signature

 Title

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2 in connection with any enforcement actions.

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9 Procedure § 583.330 to extend the date to bring a case to trial under Code of Civil
10 Procedure § 583.310 for the entire period of this settlement process.

11
12 **Plaintiff:**

13 Dated:

By: _____
Plaintiff Cesar Rodelas

14
15
16 **Defendant:**

17 Dated: 07/26/24

Bagatelos Glass Systems, Inc.

18
19 By: CHAS BAGATELOS
20 Print Name

21 
22 Signature

23 CEO
24 Title