

PAGA SETTLEMENT AGREEMENTⁱ

This PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Ismael Tapia (“Plaintiff”), on behalf of himself and other current and former aggrieved employees, and Defendant Russ Bassett Corp. (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means Plaintiff’s PAGA lawsuit alleging wage and hour violations against Defendant, captioned *Tapia v. Russ Bassett Corp.*, initiated on December 16, 2021, and pending in Superior Court of the State of California, County of Los Angeles, Case No. 21STCV45944.
- 1.2. “Administrator” means CPT 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 shall be paid from the Gross Settlement Amount to reimburse it for its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of the Settlement.
- 1.4. “Aggrieved Employee” means a person employed by Defendant in California and classified as a non-exempt, hourly employee, who worked at least one pay period for Defendant at any time during the PAGA Period.
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendant’s possession, including the Aggrieved Employee’s name, last known mailing address, Social Security number, and number of PAGA Pay Periods said person worked.
- 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 Fisher & Phillips, LLP.
- 1.9. “Defendant” means named defendant Russ Bassett Corp.
- 1.10. “Effective Date” means the date the Court enters the Judgment.
- 1.11. “Gross Settlement Amount” means Ninety-Two Thousand Five Hundred Dollars and Zero Cents (\$92,500.00), which is the total amount Defendant agrees to pay in the Settlement. The Gross Settlement Amount shall be used to pay the Individual PAGA Payments, the LWDA PAGA Payment, the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment.

- 1.12. "Individual PAGA Payment" means an Aggrieved Employee's pro rata share of 25% of the PAGA Penalties, calculated according to the number of PAGA Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.13. "Judgment" means the judgment entered by the Court based upon an order granting final approval of the Settlement.
- 1.14. "LWDA" means the California Labor and Workforce Development Agency, the agency identified in Labor Code section 2699, subd. (i).
- 1.15. "LWDA PAGA Payment" means 75% of the PAGA Penalties paid to the LWDA, pursuant to Labor Code section 2699, subd. (i).
- 1.16. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: (i) the Individual PAGA Payments; (ii) the LWDA PAGA Payment; (iii) the PAGA Counsel Fees Payment; (iv) the PAGA Counsel Litigation Expenses Payment; and (v) the Administration Expenses Payment. The remaining funds are to be paid to the Aggrieved Employees as the Individual PAGA Payments.
- 1.17. "PAGA Counsel" means Lavi & Ebrahimian, LLP, the attorneys representing the Plaintiff in the Action.
- 1.18. "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.
- 1.19. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.20. "PAGA Period" means the period from December 16, 2020, to the earlier of (i) the date the Court enters an order granting preliminary approval of the Settlement, or (ii) December 11, 2023 (60 days from the date of the mediator's proposal issued by neutral Tagore Subramaniam).ⁱⁱ
- 1.21. "PAGA" means the Private Attorneys General Act, codified at Labor Code section 2698, *et seq.*
- 1.22. "PAGA Notice" means Plaintiff's October 11, 2021 letter to Defendant and the LWDA, providing notice pursuant to Labor Code section 2699.3, subd. (a).
- 1.23. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated as 25% to the Aggrieved Employees (\$) and 75% to the LWDA (\$) in settlement of the Released PAGA Claims.
- 1.24. "Plaintiff" means Ismael Tapia, the named plaintiff in the Action.
- 1.25. "Released PAGA Claims" means the claims being released by the Plaintiff Releasors, the Aggrieved Employee Releasors, and the PAGA Counsel Releasors, as described in Section 5, below.
- 1.26. "Released Parties" means Defendant and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

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

2. RECITALS.

- 2.1. On December 16, 2021, Plaintiff commenced the Action by filing a Complaint alleging causes of action against Defendant for civil penalties pursuant to PAGA (the "Operative Complaint"). Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint, and denies any and all liability for the causes of action alleged in the Operative Complaint.
- 2.2. Pursuant to Labor Code section 2699.3, subd. (a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.
- 2.3. On October 12, 2023, the Parties participated in a full-day mediation presided over by neutral Tagore Subramaniam, which led to an agreement to settle the Action, on the terms set forth herein.
- 2.4. Prior to mediation, Plaintiff obtained, through informal discovery, pertinent documents and data pertaining to the Aggrieved Employees, so that the Parties could fully investigate the claims at issue and understand their strengths and weaknesses.
- 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: Defendant promises to pay Ninety-Two Thousand Five Hundred Dollars and Zero Cents (\$92,500.00) and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount, or any portion thereof, prior to the deadline stated in Section 4.4, below.ⁱⁱⁱ The Administrator shall disburse the entire Gross Settlement Amount, as set forth in Section 4.5, below, without asking or requiring any of the Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount shall revert to Defendant.
- 3.2. Payments from the Gross Settlement Amount: The Administrator shall make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in its order granting final approval of the Settlement:
- 3.2.1. To Plaintiff: Plaintiff will apply for an Enhancement Award in the amount of Five Thousand Dollars and Zero Cents (\$5,000), for his work in prosecuting this Action and securing this Settlement, subject to the Court's approval. Defendant will not oppose Plaintiff's request for the Enhancement Award. If the

provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel shall file an application or motion for the PAGA Counsel Fees Payment and the PAGA Litigation Expenses Payment. If the Court approves the PAGA Counsel Fees Payment and/or the PAGA Counsel Litigation Expenses Payment in amounts less than those requested, the Administrator shall allocate the remaining funds to the Net Settlement Amount. The Released Parties shall have no liability to PAGA Counsel or any other attorneys for Plaintiff arising from any claim to any portion of the PAGA Counsel Fee Payment and/or the PAGA Counsel Litigation Expenses Payment. The Administrator shall pay the PAGA Counsel Fees Payment and the PAGA Counsel Expenses Payment using one or more IRS Forms 1099. PAGA Counsel assumes full responsibility and liability for any and all taxes that may be owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment, and holds the Released Parties harmless, and indemnifies the Released Parties from, any dispute or controversy regarding any division or sharing of any of these payments.

- 3.2.3. To the Administrator: The Administration Expenses Payment, not to exceed \$6,000, except upon a showing of good cause and as approved by the Court. To the extent the expenses actually incurred by the Administrator are less than said amount, or the Court approves the Administration Expenses Payment in an amount less than \$6,000, the Administrator shall allocate the remaining funds in the Net Settlement Amount.
- 3.2.4. To the LWDA and the Aggrieved Employees: PAGA Penalties in the amount of \$45,669.75, to be paid from the Gross Settlement Amount, with 75% (\$34,252.31) allocated to the LWDA PAGA Payment and 25% (\$11,417.44) allocated to the Individual PAGA Payments.
 - 3.2.4.1. The Administrator shall calculate each of the Individual PAGA Payments by: (a) dividing the total amount of the Aggrieved Employees' collective 25% share (\$11,417.44) of PAGA Penalties by the total number of PAGA Period Pay Periods worked collectively by the Aggrieved Employees during the PAGA Period; and (b) multiplying the resulting sum by the number of PAGA Pay Periods for the given Aggrieved Employee. The Aggrieved Employees assume full responsibility and liability for any taxes that may be owed on their Individual PAGA Payments.
 - 3.2.4.2. If the Court approves PAGA Penalties in an amount less than that requested, the Administrator shall allocate the remaining funds to the Net Settlement Amount. The Administrator shall report the Individual PAGA Payments on IRS Forms 1099.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1. Aggrieved Employees and Pay Period Estimates: Based on a review of its records as of the date of the Parties' mediation on October 12, 2023, Defendant estimates there were **61** Aggrieved Employees who worked a total of **3,462** PAGA Pay Periods.
- 4.2. Escalator Clause: If the total number of PAGA Pay Periods exceeds **3,462** by more than 10%, Defendant shall have the sole option to: (i) increase the Gross Settlement Amount proportionally per additional pay period (i.e. if there is an 11% increase in the total number of PAGA Pay Periods, Collectors will agree to increase the Gross Settlement

Amount by 1%); or (ii) end the PAGA Period as of the date that the total number of PAGA Pay Periods reaches 10% above the estimated numbers.^{iv}

- 4.3. Aggrieved Employee Data: Within 30 days of execution of the Agreement, Defendant shall deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect the Aggrieved Employees' privacy rights, the Administrator shall maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of the Settlement, and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who require access to the Aggrieved Employee Data to effect and perform as set forth in the Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and, if so, to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use their best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.
- 4.4. Funding of the Gross Settlement Amount: Defendant shall fully fund the Gross Settlement Amount by transmitting the sum of the Gross Settlement Amount to the Administrator no later than 30 days after the Effective Date.
- 4.5. Payments from the Gross Settlement Amount: Within 15 days of Defendant's funding of the Gross Settlement Amount, the Administrator shall mail checks for all of the Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, and the PAGA Counsel Litigation Expenses Payment, to the checks'

funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

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

5. **RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the Gross Settlement Amount, Plaintiff, the Aggrieved Employees, and PAGA Counsel shall release, and shall be deemed to have released, claims against the Released Parties as follows:

- 5.1. **Plaintiff's Release:** Plaintiff and his respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns ("the Plaintiff Releasers") generally release and discharge the Released Parties from all claims, transactions, or occurrences that occurred on or prior to the end of the PAGA Period, including, but not limited to, all claims for PAGA Penalties that were, or reasonably could have been, alleged based on the facts contained in the Operative Complaint and the PAGA Notice ("Plaintiff's Release"). The Plaintiff's Release does not extend to any claims or actions to enforce the Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that the Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

- 5.2. **Plaintiff's Waiver of Rights Under California Civil Code Section 1542:** For purposes of the Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of California Civil Code section 1542, which reads:

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

- 5.3. **Release by the Aggrieved Employees:** All of the Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns ("the Aggrieved Employee Releasers"), the Released Parties from all claims for PAGA Penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice.
- 5.4. **Release by PAGA Counsel:** PAGA Counsel releases, on behalf of its present and former attorneys, employees, agents, successors and assigns ("the PAGA Counsel Releasers"), the Released Parties from all claims for attorneys' fees and expenses incurred to prosecute the Action, or incurred in relation to the Action or the PAGA Notice

6. **MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.** The Parties shall jointly prepare and file an application or motion for approval of the Settlement, as follows:

- 6.1. Responsibilities of Plaintiff: Plaintiff shall prepare and deliver to Defense Counsel all documents necessary for obtaining approval of the Settlement under Labor Code section 2699, subd. (f)(2), including: (i) a draft proposed order granting approval of the Settlement; (ii) a signed declaration from the Administrator, attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve, competency, operative procedures for protecting the security of the Aggrieved Employee Data, amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance, all facts relevant to any actual or potential conflicts of interest with the Aggrieved Employees or the LWDA, and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), the Agreement (Labor Code section 2699, subd. (l)(2)), and averring that it is not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement; (iv) a redlined version of the Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (v) a signed declaration from Plaintiff, identifying any and all facts relevant to any actual or potential conflict of interest with the Aggrieved Employees and/or the Administrator, and averring that he is not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.
- 6.2. Responsibilities of PAGA Counsel: PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of the Settlement, and in no event later than 30 days after the full execution of the Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing before the Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court’s order granting preliminary approval of the Settlement to the Administrator.
- 6.3. Duty to Cooperate: If the Parties disagree on any aspect of the proposed application or motion for approval of the Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel shall expeditiously work together on behalf of the Parties by meeting and conferring in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of the Settlement or conditions its approval on any material change to the Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting and conferring 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 CPT Group, Inc. to serve as the Administrator and have verified that, as a condition of appointment, CPT Group, Inc. agrees to be bound by the Agreement and to perform, as a fiduciary, all duties specified in the Agreement in exchange for payment of the Administration Expenses. The Parties and their respective 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 calculating payroll tax withholdings and 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 United States Treasury Regulation section 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 the Agreement or otherwise.

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

9. **ADDITIONAL PROVISIONS.**

9.1 No Admission of Liability or Representative Manageability for Other Purposes: The Agreement represents a compromise and settlement of highly disputed claims. Nothing in the 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 the Settlement only. If, for any reason, the Court does not approve the Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement, the Agreement and the 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 the Agreement).

9.2 Integrated Agreement: Upon execution by the Parties and their counsel, the 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.

9.3 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 the Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of the Agreement, including any amendments to the Agreement.

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

9.5 No Prior Assignments: The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by any of the Parties to the

Agreement.

- 9.6 No Tax Advice: Neither Plaintiff, PAGA Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in the Agreement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended), or otherwise.
- 9.7 Modification of Agreement: The Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by the Parties or their representatives, and approved by the Court.
- 9.8 Agreement Binding on Successors: The Agreement shall be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 9.9 Applicable Law: All terms and conditions of the Agreement and its exhibits shall be governed by and interpreted according to the internal laws of the State of California, without regard to conflict of law principles.
- 9.10 Cooperation in Drafting: The Parties have cooperated in the drafting and preparation of the Agreement. The Agreement shall not be construed against any Party on the basis that the Party was the drafter or participated in the drafting of the Agreement.
- 9.11 Confidentiality: To the extent permitted by law, all agreements made and orders entered during the Action and in the Agreement relating to the confidentiality of information shall survive the execution of the Agreement.
- 9.12 Use and Return of the Aggrieved Employee Data: Information provided to PAGA Counsel pursuant to Cal. Evid. Code section 1152, and all copies and summaries of the Aggrieved Employee Data provided to PAGA Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to the Settlement, and for no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligations to pay out all settlement funds, Plaintiff shall destroy all paper and electronic versions of the Aggrieved Employee Data received from Defendant unless, prior to the Administrator's payment of all settlement funds, Defendant makes a written request to PAGA Counsel for the return, rather than the destruction, of the Aggrieved Employee Data.
- 9.13 Headings: The descriptive heading of any section or paragraph of the Agreement is inserted for convenience of reference only and does not constitute a part of the Agreement.
- 9.14 Calendar Days: Unless otherwise noted, all reference to "days" in the Agreement shall be to calendar days. In the event any date or deadline set forth in the Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 9.15 Notice: All notices, demands or other communications between the Parties in connection with the Agreement shall be in writing and deemed to have been duly given as of the third business day after mailing by U.S. Mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

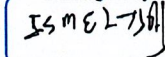
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To Defendant:

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Los Angeles, CA 90071
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Fax: (213) 330-4501

- 9.16 Execution in Counterparts: The Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email, which for purposes of the Agreement shall be accepted as and constitute an original. All executed counterparts and each of them shall be deemed to be one and the same instrument if counsel for the Parties exchange between themselves the signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of the Agreement.
- 9.17 Stay of Litigation: The Parties agree that upon the execution of the Agreement, the litigation shall be stayed, except to effectuate the terms of the Agreement. The Parties further agree upon the execution of the Agreement, pursuant to Code of Civil Procedure section 583.330, the date to bring a case to trial under Code of Civil Procedure section 583.310 shall be extended for the entire period of the settlement process as set forth in the Agreement.

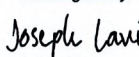
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For Plaintiff Ismael Tapia

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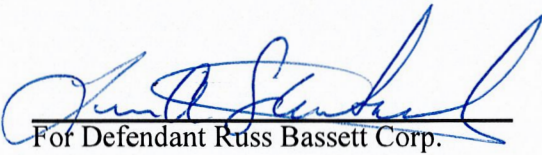


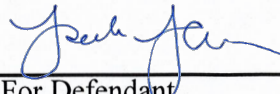
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Counsel For Plaintiff

Date: enero 29, 2024

Date: January 30, 2024


For Defendant Russ Bassett Corp.


Counsel For Defendant

Date: 2-13-2024

Date: February 13, 2024

ⁱ This Form PAGA Settlement Agreement has been approved by the Court, the complex litigation judges and a 2022 Ad Hoc Wage and Hour Committee co-chaired by Judge David Cunningham and Judge Amy Hogue and comprised of 16 attorneys who regularly represent plaintiffs and defendants in wage and hour cases. It was drafted for settlements of single plaintiff PAGA claims against a single employer. The parties will need to revise this form if there are multiple Plaintiffs or multiple Defendants. For settlements of wage and hour class actions that include PAGA claims, please use the Form Class Action and PAGA Settlement Agreement and Class Notice.

ⁱⁱ See endnote ii above. THE COURT ASKS ALL COUNSEL USING THIS MODEL AGREEMENT TO ATTACH A REDLINED VERSION TO THEIR MOTIONS OR APPLICATIONS FOR APPROVAL SO THAT THE COURT CAN EASILY SEE EXACTLY HOW THE PARTIES HAVE MODIFIED THIS MODEL AGREEMENT.

ⁱⁱⁱ The Parties are free to negotiate a payment plan structure, if appropriate, and payment deadlines may fall earlier as necessary thereto.

^{iv} Insert negotiated terms, if any, addressing the possibility that Defendant's estimates of the number of Aggrieved Employees or Pay Periods turn out to be understated such as an ADR clause imposing a duty to engage in good faith negotiations or mediation or an "escalator" clause memorializing Defendant's promise to increase the Gross Settlement Amount in an agreed upon proportion to the percentage by which the calculated number of Aggrieved Employees or Pay Periods exceeds Defendant's estimates.