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Attorneys for Plaintiff Angel Mayorga

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES – SPRING STREET

ANGEL MAYORGA, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

ARCADIA, INC., a California corporation; and
DOES 1 through 10, inclusive,

Defendants

And consolidated action

Case No.: 21STCV42097
(Related Case No. 21STCV47245)

[Hon. Judge William F. Highberger]

PAGA SETTLEMENT AGREEMENT

Complaint filed: November 15, 2021
Trial date: Not set

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Angel Mayorga and Isabel Felipe (“Plaintiffs”) and defendants Arcadia Products, LLC, previously named Arcadia, Inc. (“Arcadia”) and One Stop Employment Services (“One Stop”) (collectively, the “Defendants”). The Agreement refers to Plaintiffs and Defendants collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Actions” mean the Plaintiffs’ lawsuits alleging wage and hour violations against Defendants captioned: (i) 21STCV42097 initiated on November 15, 2021 (“Mayorga Action”); and (ii) 21STCV47245 initiated on December 28, 2021 (“Felipe PAGA Action”), both pending in Superior Court of the State of California, County of Los Angeles.
- 1.2. “Administrator” means Phoenix Class Action Administration Solutions, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of the Settlement.
- 1.4. “Aggrieved Employee” means non-exempt hourly employees of Arcadia, including those individuals who were placed at Arcadia’s facility by any staffing agency, employed in California at any time during the period from October 21, 2020 to June 1, 2023.
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendants’ possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods (or information sufficient for the Administrator to determine the number of PAGA Pay Periods).
- 1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and

search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.

1.7. "Court" means the Superior Court of California, County of Los Angeles.

1.8. "Defense Counsel" means Kevin Gaut of Mitchell Silberberg & Knupp LLP, the attorney representing Arcadia, and Boris Sorsher of Fisher Phillips LLP, the attorney representing One Stop.

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

1.10. "Gross Settlement Amount" means \$580,000.00 which is the total amount Defendants agree 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, and the Administrator's Expenses.

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

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

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

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

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

as Individual PAGA Payments.

1.16. “PAGA Counsel” means Kane Moon, Allen Feghali, and Hyunjin Kim of Moon Law Group, the attorneys representing Plaintiff Angel Mayorga in the Mayorga Action, and Zorik Mooradian and Haik Hacopian of Mooradian Law, APC the attorneys representing Plaintiff Isabel Felipe in the Felipe PAGA Action.

1.17. “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Actions.

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

1.19. “PAGA Period” means the period from October 21, 2020 to June 1, 2023.

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

1.21. “PAGA Notice” means letters sent: (1) by Mooradian Law, APC concerning Arcadia and One Stop Employment Services, Inc. on October 22, 2021; (2) by Moon & Yang, APC, the predecessor to Moon Law Group, concerning Arcadia on November 11, 2021; and (3) jointly by Moon Law Group and Mooradian Law, concerning Arcadia, One Stop, and all relevant staffing agencies on January 3, 2024, providing notice pursuant to Labor Code section 2699.3, subd. (a).

1.22. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to LWDA in settlement of PAGA claims. The PAGA Penalties are equal to the Gross Settlement minus the PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment.

1.23. “Plaintiffs” mean Angel Mayorga and Isabel Felipe, the named plaintiffs in the Actions.

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

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

1.26. “Released Parties” means: Arcadia, Inc. and its successor Arcadia Product, LLC, One Stop, and all staffing agencies that placed employees at Arcadia, Inc., including but not limited to The Right Hire, Inc., and each of their former and present directors, officers, shareholders, owners, members, agents, employees, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

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

1.28. “Defendants” mean named Defendants Arcadia and One Stop.

2. **RECITALS.**

2.1. On November 15, 2021, Plaintiff Angel Mayorga commenced an action by filing a Complaint alleging causes of action against Arcadia for : (1) failure to pay minimum wages pursuant to Labor Code §§ 204, 1194, 1194.2, and 1197; (2) failure to pay overtime compensation pursuant to Labor Code §§ 1194 and 1198; (3) failure to provide meal periods pursuant to Labor Code §§ 226.7 and 512; (4) failure to authorize and permit rest breaks pursuant to Labor Code § 226.7; (5) failure to indemnify necessary business expenses pursuant to Labor Code § 2802; (6) failure to timely pay final wages at termination pursuant to Labor Code §§ 201-203; (7) failure to provide accurate itemized wage statements pursuant to Labor Code § 226; and (8) unfair business practices pursuant to Business & Professions Code §§ 17200, *et seq.* On February 22, 2022, the Court approved the parties’ stipulation that Plaintiff Mayorga’s class allegations would be dismissed without prejudice due to an enforceable arbitration agreement; that Plaintiff Mayorga would file a First Amended Complaint leaving a single cause of action under PAGA; that Plaintiff Mayorga would proceed with arbitration solely on his individual claims; and that Plaintiff Mayorga would stay the representative PAGA claims on behalf of other employees pending completion of his individual arbitration. Pursuant to the Court-approved stipulation, on February 22, 2022, Plaintiff Angel Mayorga filed a First Amended Complaint limited to penalties under Labor Code § 2699 *et seq.*, the Private

Attorneys General Act (“PAGA”). The First Amended Complaint is the operative complaint in the Mayorga Action (the “Mayorga Operative Complaint”). Pursuant to the Court-approved stipulation, Mayorga has filed an individual arbitration, and the Mayorga Operative Complaint has been stayed pending resolution of that arbitration. Arcadia denies the allegations in the Mayorga Operative Complaint, denies any failure to comply with the laws identified in in the Mayorga Operative Complaint and denies any and all liability for the causes of action alleged.

2.2. On October 21, 2022, Felipe filed a complaint in the Superior Court of the State of California for the County of Los Angeles entitled *Isabel Felipe v. Arcadia, Inc. and One Stop Employment Services, Inc.*, Case No. 21STCV39327 (the “Felipe Class Action Lawsuit”). The Felipe Class Action Lawsuit purported to be a wage and hour class action on behalf of other non-exempt employees of Arcadia and One Stop. On December 28, 2021, Plaintiff Isabel Felipe commenced an action against Arcadia and One Stop by filing a Complaint alleging a single cause of action under PAGA. On September 28, 2022, the Court approved the parties’ stipulation to dismiss all class action allegations in the Felipe Class Action Lawsuit without prejudice; that Felipe would proceed with arbitration solely on her individual claims; and that she would stay the Felipe PAGA lawsuit claims on behalf of other Company employees pending completion of her arbitration. The a Complaint in the PAGA lawsuit is the operative Complaint in the Felipe Action (the “Felipe Operative Complaint”). Pursuant to the Court-approved stipulation, Felipe has filed an individual arbitration, and the Felipe Operative Complaint has been stayed pending resolution of that arbitration. Arcadia and One Stop deny the allegations in the Felipe Operative Complaint, deny any failure to comply with the laws identified in in the Felipe Operative Complaint and deny any and all liability for the causes of action alleged.

2.3. The Mayorga Operative Complaint and the Felipe Operative Complaint are collectively referred to herein as the “Operative Complaints.”

2.4. Pursuant to Labor Code section 2699.3(a), Plaintiffs gave timely written notice to Arcadia, One Stop, staffing agencies that placed employees at Arcadia, Inc. during the PAGA

Period, and the LWDA by sending the PAGA Notices.

2.5. On July 12, 2022, the Court found the two cases related within the meaning of California Rules of Court, rule 3.300(a).

2.6. On May 25, 2023, Plaintiff Mayorga and Arcadia participated in an all-day mediation presided over by Marc Feder. Discussion continued over the following weeks, which ultimately involved counsel for Plaintiff Felipe. After rigorous negotiation, all Parties reached this Agreement to settle the Actions.

2.7. Prior to negotiating the Settlement, Plaintiffs obtained, through informal discovery, time records, and wage statements, as well as time and pay records for a sample of the employee group, and the total number of employees and relevant pay periods at issue.

2.8. 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, except that the parties are separately resolving the individual claims of Plaintiffs Felipe and Mayorga and dismissing their respective arbitrations.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendants promise to pay \$580,000.00 and no more as the Gross Settlement Amount. Defendants have no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 6.1 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to the Defendants.

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

3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third of the Gross Settlement Amount, which is currently estimated to be \$193,333.33

and a PAGA Counsel Litigation Expenses Payment of not more than \$25,000.00. Defendants will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiffs and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the PAGA Payments. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants and the Released Parties, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2. To the Administrator: An Administrator Expenses Payment not to exceed \$10,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$10,000, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.3. To the LWDA and Aggrieved Employees: PAGA Penalties in the Gross Settlement Amount minus the PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. with 75% allocated to the LWDA PAGA Payment and 25% allocated to the Individual PAGA Payments.

3.2.3.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties by the total number of PAGA Period Pay Periods worked by all

Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods.

Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.3.2. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. **SETTLEMENT FUNDING AND PAYMENTS.**

4.1. **Aggrieved Employee Pay Periods.** Based on a review of its records to date, Defendants estimate there are about 1,391 Aggrieved Employees who worked a total 48,374 of PAGA Pay Periods.

4.2. **Aggrieved Employee Data.** Within 15 calendar days, Defendants will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee's privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to the Administrator who will need access to the Aggrieved Employee Data to effectuate and perform its obligations under this Agreement. Defendants have a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

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

4.4. Payments from the Gross Settlement Amount. Within 15 days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Fees Payment, and PAGA Counsel Litigation Expense Payment. A letter, with Spanish translation, substantially in the form attached to this Agreement as Exhibit A, will accompany the checks. Disbursement of the PAGA Counsel Fees Payment or PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

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

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

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

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

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

5.1. **Release by Aggrieved Employees:**

All 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 Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaints, and the PAGA Notices.

5.2. **Release by PAGA Counsel:**

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

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

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

6.1. **Plaintiffs' Responsibilities.** Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA 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 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 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 firm 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 Complaints (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (iv) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (v) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiffs and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement besides the individual arbitrations.

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

6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, 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 resolve the 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.

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2 **7. SETTLEMENT ADMINISTRATION.**

3 7.1. Selection of Administrator. The Parties have jointly selected Phoenix Class Action
4 Administration Solutions to serve as the Administrator and verified that, as a condition of
5 appointment, Phoenix Class Action Administration Solutions agrees to be bound by this
6 Agreement and to perform, as a fiduciary, all duties specified in this Agreement in
7 exchange for payment of Administration Expenses. The Parties and their Counsel
8 represent that they have no interest or relationship, financial or otherwise, with the
9 Administrator other than a professional relationship arising out of prior experiences
10 administering settlements.

11 7.2. Employer Identification Number. The Administrator shall have and use its own Employer
12 Identification Number for purposes of calculating payroll tax withholdings and providing
13 reports state and federal tax authorities.

14 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets
15 the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation
16 section 468B-1.

17 7.4. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be
18 performed or observed by the Administrator contained in this Agreement or otherwise.
19

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

21 Based on its records, Defendants originally estimated that, (1) there are 1,200 Aggrieved
22 Employees who worked 40,395 Pay Periods during the PAGA Period. The Gross Settlement
23 Amount shall increase if the actual pay period figure exceeds the original estimate by more
24 than 20%. Specifically, if the number of pay periods is 48,474 or more, Defendants shall have the
25 option of (1) increasing the settlement amount by the percentage that that actual number of pay periods
26 exceeds 48,474 (e.g., if the total number of pay periods is 48,877 (21% more than the original estimate
27 of 40,395), the settlement common fund payment will increase by 1%, or \$5,800, to \$585,800), or (2)
28 ending the release period on a date before the number of pay periods reaches 48,474.

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

7 9.1. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
8 conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and
9 PAGA Counsel Litigation Expenses Payment, the Parties, and their respective counsel
10 waive all rights to appeal from the Judgment, including all rights to post-judgment and
11 appellate proceedings, the right to file motions to vacate judgment, motions for new trial,
12 extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the
13 right to oppose such motions, writs or appeals. If another party appeals the Judgment, the
14 Parties' obligations to perform under this Agreement will be suspended until such time as
15 the appeal is finally resolved and the Judgment becomes final.

16
17 **10. ADDITIONAL PROVISIONS.**

18 10.1. No Admission of Liability or Representative Manageability for Other Purposes. This
19 Agreement represents a compromise and settlement of highly disputed claims. Nothing in
20 this Agreement is intended or should be construed as an admission by Defendants that any
21 of the allegations in the Operative Complaints have merit or that Defendants or any
22 Released Parties have any liability for any claims asserted; nor should it be intended or
23 construed as an admission by Plaintiffs that Defendants' defenses in the Actions have
24 merit. The Parties agree that representative treatment is for purposes of this Settlement
25 only. If, for any reason the Court does not approve this Settlement, Defendants reserve all
26 available defenses to the claims in the Actions, and Plaintiffs reserve the right to contest
27 Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the
28 Actions will have no bearing on, and will not be admissible in connection with, any

litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

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

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

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

10.5. 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 the Party in this Settlement.

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

10.7. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties

or their representatives, and approved by the Court.

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

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

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

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

10.12. Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiffs shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendants unless, prior to the Administrator's payment of all Settlement Funds, Defendants make a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.

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

10.14. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a

weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

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

To Plaintiff Mayorga:

Kane Moon (SBN 249834)
Allen Feghali (SBN 301080)
Hyunjin Kim (SBN 345518)
MOON LAW GROUP, PC
1055 West Seventh Street, Suite 1880
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125
Email: kmoon@moonlawgroup.com
Email: afeghali@moonlawgroup.com
Email: hkim@moonlawgroup.com

To Plaintiff Felipe:

Zorik Mooradian, Esq.
Haik Hacopian, Esq.
Mooradian Law, APC
24007 Ventura Boulevard
Suite 210
Calabasas, CA 91302
Telephone: (818) 487-1998
Facsimile: (888) 783-1030
Email: zorik@mooradianlaw.com
Email: haik@mooradianlaw.com

To Defendant Arcadia:

Kevin E. Gaut (SBN 117352)
Mitchell Silberberg & Knupp LLP
2409 Century Park East
Los Angeles, CA 90067

To Defendant One Stop:

Boris Sorsher, Esq.
Kelsey Javier, Esq.
Fisher & Phillips LLP
2050 Main Street

Suite 100
Irvine, CA 92614

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. Stay of Litigation. The Parties agree that upon the execution of this Agreement the Actions 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 CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

Plaintiffs:

Dated: 2/13/2024

By: 
ANGEL MAYORGA

Dated:

By: _____
ISABEL FELIPE

Plaintiffs' Counsel:

Dated: 2/13/2024

MOON LAW GROUP, PC

By: 
Kane Moon
Allen Feghali
Hyunjin Kim

Attorneys for Plaintiff Angel Mayorga

Suite 100
Irvine, CA 92614

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.

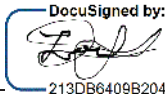
10.17. Stay of Litigation. The Parties agree that upon the execution of this Agreement the Actions shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case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

Plaintiffs:

Dated:

By: _____
ANGEL MAYORGA

Dated: 2/8/2024

By:  _____
ISABEL FELIPE

Plaintiffs' Counsel:

Dated:

MOON LAW GROUP, PC

By: _____
Kane Moon
Allen Feghali
Hyunjin Kim

Attorneys for Plaintiff Angel Mayorga

1 Dated: 2/14/2024

MOORADIAN LAW, APC

DocuSigned by:
Haik Hacopian
0546625A36C14FA...

By: _____
Zorik Mooradian
Haik Hacopian

Attorneys for Plaintiff Isabel Felipe

7 **Defendants:**

8 Dated: ARCADIA PRODUCTS, LLC

10 By: _____
11 Print Name
12
13 _____
14 Signature
15 _____
16 Title

17 Dated: . ONE STOP EMPLOYMENT SERVICES, INC

19 By: _____
20 Print Name
21 _____
22 Signature
23 _____
24 Title

1 Dated:

MOORADIAN LAW, APC

2
3 By: _____

4 Zorik Mooradian
Haik Hacopian

5 Attorneys for Plaintiff Isabel Felipe
6

7 **Defendants:**

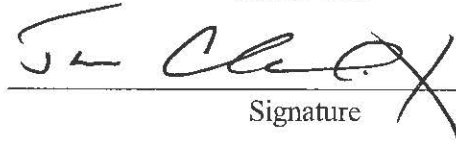
8 Dated:

9 ARCADIA PRODUCTS, LLC

10 By: _____

Jamie Chilcoff

11 _____
Print Name

12 
13 _____
Signature

14 President

15 _____
Title

16 Dated: .

17 ONE STOP EMPLOYMENT SERVICES, INC

18 By: _____

19 _____
Print Name

20 _____
Signature

21 _____
Title

1 Dated:

MOORADIAN LAW, APC

3 By: _____

Zorik Mooradian

Haik Hacopian

Attorneys for Plaintiff Isabel Felipe

7 **Defendants:**

8 Dated:

ARCADIA PRODUCTS, LLC

10 By: _____

Print Name

13 _____
Signature

15 _____
Title

16 Dated: February 14, 2024

ONE STOP EMPLOYMENT SERVICES, INC

18 By: Yesenia Dominguez

Print Name

21 *Yesenia Dominguez*
Signature

23 VP OF OPERATIONS

Title

Defendants' Counsel:

Dated: 2/20/2024

MITCHELL SILBERBERG & KNUPP LLP

By: 
Kevin Gaut

Attorneys for Defendant Arcadia Products, LLC

Dated: ___, 2024

FISHER & PHILLIPS, LLP

By: _____
Boris Sorsher

Attorneys for Defendant One Stop Employment
Services, Inc.

Defendants' Counsel:

Dated: ____

MITCHELL SILBERBERG & KNUPP LLP

By: _____

Kevin Gaut

Attorneys for Defendant Arcadia Products, LLC

Dated: February 14, 2024

FISHER & PHILLIPS, LLP

By:  _____

Boris Sorsher

Attorneys for Defendant One Stop Employment
Services, Inc.