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LOS ANGELES CONSERVATION CORPS, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES, SPRING STREET COURTHOUSE

CHRISTIAN TWOMEY, an Individual, on
behalf of himself and all others similarly
situated

Plaintiffs,

v.

LOS ANGELES CONSERVATION CORPS,
INC., a California Domestic Non-profit
Corporation; and DOES 1 through 100,
Inclusive

Defendants.

CASE NO.: 21STCV45110

[Assigned for all purposes to the Honorable
Elihu M. Berle - SSC Dept. "6"]

**JOINT STIPULATION OF PAGA
SETTLEMENT; RELEASE OF CLAIMS**

Action Filed: December 10, 2021
Trial Date: None Set

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1 This Joint Stipulation of Settlement and Release of Claims, which includes the Recitals
2 and all exhibits attached hereto (collectively, the "Settlement" or "Agreement"), is entered into by
3 and between (a) Plaintiff Christian Twomey, on behalf of himself and other similarly situated
4 and/or aggrieved employees, and as proxy for the Attorney General of the State of California
5 ("Plaintiff"), and (b) Defendant Los Angeles Conservation Corps, Inc. ("Defendant" or "LACC")
6 (collectively, the "Parties").

7 Subject to approval by the Los Angeles County Superior Court (the "Court"), this
8 Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the
9 Action (as defined below) and the Released Claims (as defined below), upon and subject to the
10 terms and conditions hereof.

11 All terms contained herein are material, unless explicitly stated otherwise.

12 I. DEFINITIONS

13 For the purposes of this Agreement only, the following terms shall be defined as set forth
14 below:

15 1.1 "Action" or "Lawsuit" mean all complaints filed in the case titled *Christian*
16 *Twomey v. Los Angeles Conservation Corps, Inc.*, Los Angeles County Superior Court, Case No.
17 21STCV45110, and initiated on December 10, 2021. The Action also includes the allegations set
18 forth in the Private Attorney General Act (PAGA) notice letter that Plaintiff sent to the California
19 Labor Workforce Development Agency ("LWDA") on January 21, 2022 (the "PAGA Notice
20 Letter"), which is incorporated into the operative First Amended Complaint ("FAC") in the
21 Action, and attached hereto as **Exhibit A**.

22 1.2 "Aggrieved Employees" or "Settlement Group" refers to all hourly, non-exempt
23 employees employed by LACC in California, at any time between January 21, 2021, to the date
24 when there are 25,309 pay periods covered by the Settlement, or the date of an entry of an order
25 approving the Settlement by the Court, whichever comes first ("PAGA Period").

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1.3 **"Approval Hearing"** and **"Approval"** refer to the hearing at which the Court will determine whether the terms of the Agreement are fair, reasonable, and adequate for the Aggrieved Employees and meet all applicable requirements for approval.

1.4 **"Attorneys' Fees"** means the Attorneys' Fees and Costs payment from the Gross Settlement Amount and approved by the Court for recoverable Attorneys' Fees and Costs associated with the litigation and resolution of the Action. It is agreed by the Parties that Plaintiff's Counsel shall request Attorneys' Fees of up to \$73,333.33 which is 33 1/3 % of the Gross Settlement Amount and Costs not to exceed \$11,214.87., supported by adequate documentation showing the amount of Attorneys' Fees and Costs sought. LACC has agreed not to oppose Plaintiff's Counsel's request for Attorneys' Fees and Costs, if made as set forth above.

1.5 **"Costs"** means Plaintiff's and the Aggrieved Employees' litigation costs to be paid from the Gross Settlement Amount and approved by the Court for costs associated with the litigation and resolution of the Action, including, but not limited to, all recoverable costs that Plaintiff and the Aggrieved Employees incur for the prosecution and litigation of the Action. Plaintiff's Counsel shall submit adequate documentation to support the amount of Costs sought. LACC has agreed not to oppose Plaintiff's Counsel's request for Costs, if made as set forth above.

1.6 **"Defense Counsel"** refers to Holger G. Besch and Eric W. May of Seyfarth Shaw LLP. For purposes of providing any notice required under this Agreement, Defense Counsel shall be notified by email at hbesch@seyfarth.com for Holger G. Besch, and emay@seyfarth.com for Eric W. May.

1.7 **"Effective Date"** refers to the date upon which both of the following have occurred: (i) approval of the Settlement is granted by the Court, or other court assuming jurisdiction of the Lawsuit, and (ii) the Court's Judgment approving the Settlement becomes Final.

1.8 **"Enhancement Award"** means the \$5,000 that Plaintiff will ask the Court to approve as an enhancement award to Plaintiff for his involvement in the Action and in exchange for Plaintiff providing a general release.

1 1.9 **"Final"** shall mean the latest of: (i) if there is an appeal of the Court's Judgment,
2 the date the Judgment is affirmed on appeal, the date of dismissal of such appeal, or the expiration
3 of the time to file a petition for writ of certiorari to the United States Supreme Court, or, (ii) if a
4 petition for writ of certiorari is filed, the date of denial of the petition for writ of certiorari, or the
5 date the Judgment is affirmed pursuant to such petition; or (iii) if no appeal is filed, the expiration
6 date of the time for filing or noticing any appeal of the Judgment.

7 1.10 .

8 1.11 **"Gross Settlement Amount"** means the maximum amount that LACC can be
9 obligated to pay under the Settlement, which is \$220,000.00, inclusive of Attorneys' Fees and
10 Costs (both those incurred to date and those to be incurred), all Individual PAGA Payments, the
11 LWDA PAGA Payment, Settlement Administration Costs, and any Enhancement Award to
12 Plaintiff. The Gross Settlement Amount shall be the total amount paid by LACC and cannot be
13 increased for any reason. The Gross Settlement Amount shall be all-in with no reversion to LACC.
14 The Gross Settlement Amount is a material term of this Agreement.

15 1.12 **"Individual PAGA Payment"** means the portion of the 25% of the Net Settlement
16 Amount allocated to each Aggrieved Employee. There shall be no need to submit any
17 documentation to receive an Individual PAGA Payment. The sum of all Individual PAGA
18 Payments shall be referred to as the "Total PAGA Payment To All Aggrieved Employees."

19 Each Individual PAGA Payment shall include payment for any claims under the
20 California Private Attorneys General Act of 2004, including, but not limited to, any theories of
21 liability and alleged California Labor Code violations that were alleged or could have been alleged
22 based on the facts asserted in Operative Complaint in this Action and/or Plaintiff's notice to the
23 Labor and Workforce Development Agency.

24 1.13 **"Judgment"** means the Final Judgment entered by the Court consistent with this
25 Agreement.

26 1.14 **"LACC"** means Los Angeles Conservation Corps, Inc., and any of its former,
27 future, and present parents, subsidiaries, divisions, and affiliates.

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1 1.15 **“LWDA PAGA Payment”** refers to the 75% of the Net Settlement Amount that
2 shall be paid to the LWDA for alleged California Labor Code violations.

3 1.16 **“Net Settlement Amount”** means the portion of the Gross Settlement Amount
4 remaining for payments to Aggrieved Employees and the LWDA, after deductions for Settlement
5 Administration Costs, Attorneys’ Fees, Costs, and any Enhancement Award to Plaintiff. The entire
6 Net Settlement Amount shall be distributed to the Aggrieved Employees and the LWDA. There
7 shall be no reversion to LACC.

8 The Net Settlement Amount shall be paid out as follows, as required by the PAGA
9 statute: 75% of it shall be paid to the LWDA (the “LWDA PAGA Payment”), and the remaining
10 25% of it (the “Total PAGA Payment To All Aggrieved Employees”) shall be paid to the
11 Aggrieved Employees on a pro rata basis based on the number of Pay Periods each worked during
12 the PAGA Period.

13 1.17 **“PAGA Period”** refers to the period from January 21, 2021 to the date when there
14 are 25,309 pay periods covered by the Settlement, or the date of entry of an order approving the
15 Settlement by the Court, whichever comes first.

16 1.18 **“Pay Periods”** means a full or partial pay period worked by an Aggrieved
17 Employee during the PAGA Period. LACC’s employment records shall be determinative for
18 calculating the number of Pay Periods that each Aggrieved Employee worked for LACC and any
19 payments under the Settlement. For purposes of calculating Pay Periods, if an Aggrieved
20 Employee was actively working on one day encompassed by a Pay Period, then the Aggrieved
21 Employee shall receive credit for working the entire Pay Period.

22 1.19 **“Plaintiff’s Counsel”** refers to Bruce Kokozyan and Alex DiBona of Kokozyan
23 Law Firm, APC. For purposes of providing any notice required under this Agreement, Plaintiff’s
24 Counsel shall be notified by email at bkokozyan@kokozyanlawfirm.com for Bruce Kokozyan, and
25 dibona@kokozyanlawfirm.com for Alex DiBona.

26 1.20 **“Released Claims”** refers to those claims defined below in this Agreement.
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1 1.21 **“Released Parties”** refers to LACC, along with any of its current, future, or former
2 affiliates, predecessors, successors, members, insurers, agents, assigns, divisions, parents,
3 subsidiaries, partnerships, joint ventures, and any other entity related to LACC; and all of their
4 current, future, and former members, directors, officers, employees, executors, fiduciaries,
5 shareholders, partners, employees, agents, insurers, attorneys, and anyone else acting for any of
6 those entities.

7 1.22 **“Settlement Administration Costs”** refer to the costs payable from the Gross
8 Settlement Amount to the Settlement Administrator for administering this Settlement (up to
9 \$11,250) and, if necessary, any such costs in excess of the amount estimated by the Settlement
10 Administrator. The Settlement Administration Costs include the following:

11 1.21.1 Printing, distributing, and mailing the Individual PAGA Payments pursuant
12 to the terms of this Agreement;

13 1.21.2 Establishing a separate employer identification number and a Qualified
14 Settlement Fund, tax reporting, making tax payments, and providing required 1099 forms;

15 1.21.3 Calculating and distributing the Individual PAGA Payments, Attorneys’
16 Fees and Costs, any Enhancement Award, and LWDA PAGA Payment;

17 1.21.4 Depositing the funds from uncashed checks with the California State
18 Controller’s Office for unclaimed property in the name of the Aggrieved Employee, or paid to any
19 other third-party fund or organization ordered by the Court; and

20 1.21.5 Providing necessary reports and declarations, as requested by the Parties or
21 the Court.

22 1.23 **“Settlement Administrator”** refers to ILYM Group, Inc.], a third-party class
23 action and PAGA settlement administrator chosen by the Parties and subsequently approved by
24 the Court to administer this Settlement. The Parties each represent that they do not have any
25 financial interest in the Settlement Administrator or otherwise have a relationship with the
26 Settlement Administrator that could create a conflict of interest.

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1 1.24 **“Settlement List”** means a list of Aggrieved Employees that LACC will compile
2 and provide to the Settlement Administrator within 15 calendar days after the Effective Date. The
3 Settlement List shall include the following information: (1) name of each Aggrieved Employee;
4 (2) the most current, known mailing address of each Aggrieved Employee; (3) the social security
5 number of each Aggrieved Employee; and (4) total number of pay periods worked by each
6 Aggrieved Employee during the PAGA Period. For purposes of compiling the Settlement List,
7 LACC’s records used for payroll purposes shall be deemed the controlling source of information.

8 1.25 **“Total PAGA Payment To All Aggrieved Employees”** means the entire 25% of
9 the Net Settlement Amount available to Aggrieved Employees

10 **II. PROCEDURAL HISTORY AND RECITALS**

11 2.1 Plaintiff worked for LACC from September 13, 2021, to November 2, 2021.

12 2.2 On December 10, 2021, Plaintiff initiated this Lawsuit in Los Angeles County
13 Superior Court. The initial Complaint set forth individual and class action claims.

14 2.3 On January 21, 2022, Plaintiff sent a letter to the LWDA giving notice of his intent
15 to pursue an individual and representative PAGA action on behalf of himself and the State of
16 California, as well as on behalf of a proposed group of aggrieved employees.

17 2.4 On May 20, 2022, the Court granted LACC’s motion to compel arbitration, and
18 stayed the case in its entirety pending resolution of the arbitration, with the exception of leave for
19 Claimant to amend the Complaint to add a PAGA claim.

20 2.5 On June 20, 2022, Plaintiff filed a First Amended Complaint (“FAC”), to add a
21 PAGA claim.

22 2.6 On August 8, 2022, Plaintiff filed a Demand for Arbitration with JAMS,
23 Arbitration Ref. No. 1210038854.

24 2.7 The Parties subsequently agreed to mediate and seek a global settlement of
25 Plaintiff’s individual claims and the representative PAGA claim.

26 2.8 In order to prepare for mediation, the Parties engaged in extensive informal
27 discovery, including LACC producing (1) all employee manuals/handbooks provided to the
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1 Aggrieved Employees during the relevant period, (2) all of LACC written policies and procedures
2 regarding timekeeping, rest periods, and pay regarding for the Aggrieved Employees during the
3 relevant period, and (3) a random sample of employee data for approximately 20% of the
4 Aggrieved Employees, including (i) daily pay records showing the start and stop time for each
5 shift based on employee time punches, (ii) daily time records showing the start and stop time for
6 meal periods based on employee time punches, and (iii) payroll records showing the hours
7 worked, regular earnings, overtime earnings, and any other payments.

8 2.9 The Parties mediated with experienced class and representative action mediator
9 Hon. Dickran M. Tevrizian (Ret.) on July 18, 2023. The mediation lasted all day and included
10 LACC's Compliance Officer and General Counsel. The Parties both accepted a mediator's
11 proposal for the Gross Settlement Amount. The Parties, Plaintiffs' Counsel, and Defense Counsel
12 also signed a Memorandum Of Understanding ("MOU"), with the intent that the MOU would be
13 fully enforceable, until superseded by this Agreement.

14 2.10 Plaintiff and LACC now wish to fully and finally settle all of the disputes and
15 differences between them, including, but not limited to, the Lawsuit, and any known or unknown
16 rights or claims that Plaintiff may have against LACC or the Released Parties. The Parties agree
17 that this Agreement reflects their good faith compromise of the claims raised in the Lawsuit, based
18 upon their assessment of the mutual risks and costs of further litigation and the assessments of
19 their respective counsel. The Parties also intend that the MOU shall be superseded by this
20 Agreement.

21 2.11 LACC denies and continues to deny all of the allegations made by Plaintiff and the
22 Aggrieved Employees in the Action, including in the PAGA Notice Letter, the initial Complaint,
23 and the FAC. LACC further denies and continues to deny that it is liable or owes damages,
24 penalties, interest, attorneys' fees, costs, wages, or other compensation or remedies with respect to
25 the alleged facts or claims asserted in the Action. LACC denies any liability or wrongdoing of any
26 kind in connection with Plaintiff's claims, and contends that, during all relevant times, it complied
27 with applicable law. Nonetheless, without admitting or conceding any liability or damages
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1 whatsoever, LACC has agreed to settle the Action on the terms and conditions set forth in this
2 Agreement, to avoid the burden, expense, and uncertainty of continuing litigating the Action.
3 Plaintiff acknowledges that the execution of this Agreement and the payment of consideration or
4 any other obligation hereunder are not and shall not be construed in any way as an admission of
5 wrongdoing or liability on the part LACC, the Released Parties, or any person or entity named in
6 or alleged in the PAGA Notice Letter, Complaint, or FAC.

7 2.12 The Parties understand and agree that this Agreement is a settlement document and
8 shall, pursuant to California Evidence Code § 1152 and/or Federal Rule of Evidence 408 and/or
9 any other similar law, be inadmissible in evidence in any proceeding, except in an action or
10 proceeding to approve the Settlement and/or interpret or enforce this Agreement. The Parties agree
11 that, to the extent permitted by law, this Agreement may be pleaded as a full and complete defense
12 to, and may be used as the basis for an injunction against any action, suit, or other proceeding that
13 may be instituted, prosecuted, or attempted in breach of this Agreement. The Parties agree that, to
14 the extent permitted by law, this Agreement may be pleaded as a full and complete defense to, and
15 may be used as the basis for an injunction against any action, suit, or other proceeding that may be
16 instituted, prosecuted, or attempted as to the Released Claims in this Agreement.

17 2.13 This Agreement is conditioned upon the Court's order approving the Settlement
18 and issuing a Judgment in this Action as envisioned by the Agreement. Upon execution of this
19 Agreement, Plaintiff's Counsel shall promptly prepare a motion for approval of the PAGA
20 settlement, which Defendant's Counsel will review and revise. The papers will include evidence
21 submitted as part of LACC's mediation brief that Plaintiff reviewed, and conceded, was part of the
22 evaluation and settlement of the case. The Parties agree that the motion for approval of the PAGA
23 settlement shall be fully finalized and fully executed by September 20, 2023 (or any other date
24 approved by the Court), and set for hearing on October 24, 2023, at 11:00 a.m. (or any other date
25 provided by the Court), pursuant to the Court's Order at the post-mediation status conference on
26 August 4, 2023. There will be no need for opposition or reply papers on condition that the Motion
27 follow this agreement..

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1 2.14 The Parties and their counsel agree to cooperate fully with each other to accomplish
2 the terms of this Agreement (including execution of documents) and to take such other action as
3 may be reasonably necessary to implement the terms of this Agreement. The Parties shall use their
4 best efforts, including all efforts contemplated by this Agreement and any other efforts that may
5 become necessary by order of the Court, or otherwise, to effectuate this Agreement and the terms
6 set forth herein, including to obtain an order approving this Settlement and to dismiss with
7 prejudice the Action and claims of Plaintiff and the Aggrieved Employees upon approval of the
8 Settlement. In the event the Parties are unable to reach agreement on the form or content of any
9 document needed to implement the Agreement, or on any supplemental provisions or actions that
10 may become necessary to effectuate the terms of this Agreement, the Parties shall first seek the
11 assistance of the mediator and then the Court to resolve such disagreement.

12 2.15 Provided that the Court's order approving the Settlement and the accompanying
13 Judgment are consistent with the terms and conditions of the Agreement, Plaintiff and the
14 Settlement Group, inclusive, hereby waive any and all rights to appeal in connection with any
15 issue in the order approving the Settlement, including, but not limited to, all rights to any post-
16 judgment proceeding and/or appellate proceeding, such as a motion to vacate or set-aside
17 judgment, a motion for new trial, and any extraordinary writ, and the order approving the
18 Settlement will become final and non-appealable at the time it is entered.

19 2.16 Should the Court not approve the Settlement as materially set forth in this
20 Agreement, the Parties agree to cooperate in good faith to modify this Agreement and obtain Court
21 approval. However, LACC shall not be required to agree to any modification of any term labeled
22 as material in this Agreement, and shall have the right to void the Agreement if the Court orders a
23 change in any material term.

24 2.17 This Agreement is contingent upon the Court approving the Settlement. LACC
25 expressly reserves its right to challenge the propriety of representative treatment of the Action,
26 should the Court not approve the Settlement or this Agreement.

1 **NOW THEREFORE**, in consideration of the covenants and agreements set forth herein,
2 and of the release and dismissal of all Released Claims, the Parties stipulate and agree to the terms
3 and provisions of this Settlement and Agreement, subject to the approval of the Court.

4 **III. SENDING INDIVIDUAL PAGA PAYMENTS TO AGGRIEVED EMPLOYEES**

5 3.1 **Settlement Administrator.** The Parties will request that the Court appoint ILYM
6 Group, Inc. as Settlement Administrator. The Parties agree that Settlement Administration Costs
7 shall not exceed \$11,250 based on a written bid received from the Settlement Administrator. All
8 disputes relating to the Settlement Administrator's performance of its duties, after good-faith
9 efforts by the Parties to first resolve such disputes, will be referred to the Court, if necessary,
10 which will have continuing jurisdiction over this Agreement until all payments and obligations
11 contemplated by this Agreement have been fully completed.

12 3.2 **Data For Settlement Administrator.** Within 15 days of the Effective Date, LACC
13 agrees to provide the Settlement Administrator solely with the full names, last known addresses,
14 social security numbers, and the number of pay periods worked during the PAGA Period for each
15 member of the Settlement Group.

16 The contact information is being provided confidentially, and the Settlement
17 Administrator shall treat the information as private and confidential and take all necessary
18 precautions to maintain the confidentiality of contact information of the Aggrieved Employees.
19 This information is to be used only to carry out the Settlement Administrator's duties as specified
20 in this Agreement. The Settlement Administrator shall return the Settlement List to LACC or
21 confirm its destruction upon completion of the Settlement Administrator's duties in administering
22 the Settlement. For purposes of compiling the Settlement List, LACC's records used for payroll
23 purposes shall be deemed the controlling source of information.

24 3.3 **Mailing Of Settlement Checks.** The Settlement Administrator shall mail the
25 checks to Aggrieved Employees in the amount of their Individual PAGA Payments. Given that the
26 Individual PAGA Payments are for civil penalties under PAGA, there shall be no deductions
27 related to wage payments. The Settlement Administrator shall send the Individual PAGA
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1 Payments to Aggrieved Employees via First Class U.S. Mail, using the most current, known
2 mailing address for each Aggrieved Employee based on information provided by LACC.

3 The Settlement Administrator, when distributing settlement checks to the
4 Aggrieved Employees, shall include a statement substantially similar to that attached hereto as
5 **Exhibit A.**

6 3.4 **No Rights To Opt-Out By Aggrieved Employees.** Given that the Settlement is for
7 payment of civil penalties under PAGA, the Aggrieved Employees shall have no right to opt-out
8 of the Settlement.

9 3.5 **Non-Delivered Individual PAGA Payments.** Any mailing returned to the
10 Settlement Administrator as undeliverable shall be sent within 10 calendar days via First Class
11 U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the
12 Settlement Administrator shall attempt to determine the correct address using a search based on
13 the National Change of Address Database maintained by the United States Postal Service to
14 update and correct any known or identifiable address changes, and it shall then perform a single
15 re-mailing via First Class U.S. Mail within 10 calendar days.

16 3.6 **Notice To The LWDA.** Plaintiff shall provide notice of the Settlement to the
17 LWDA, as provided by California Labor Code Section 2699(1)(2).

18 3.7 **Binding Effect Of Settlement.** Although some Aggrieved Employees might not
19 receive the Individual PAGA Payments due to inability to locate their current address following
20 the procedures set forth in this Agreement, such individuals shall nonetheless be bound by all of
21 the terms of this Settlement and Agreement and the Judgment.

22 **IV. COMPUTATION AND DISTRIBUTION OF SETTLEMENT PROCEEDS**

23 4.1 **Funding Of Gross Settlement Amount.** LACC shall deposit into an interest
24 bearing escrow account with the Settlement Administrator the Gross Settlement Amount within 30
25 calendar days after the Effective Date, or as otherwise directed by the Court, provided that LACC
26 shall have no obligation to fund the Gross Settlement Amount until the Effective Date.

1 4.2 **Attorneys' Fees And Costs.** Plaintiff's Counsel intends to request—and LACC
2 agrees not to oppose—that the Court approve Attorneys' Fees in an amount of up to \$73,333.33
3 which is 33 1/3 % of the Gross Settlement Amount and, shall request allowable Costs up to
4 \$11,214.87. Plaintiff's Counsel shall provide adequate documentation to support their Attorneys'
5 Fees and Costs, in whatever format that may be required by the Court. LACC shall have no
6 liability for any attorneys' fees or costs.

7 4.2.1 **Approval Of Attorneys' Fees And Costs Not Material.** The
8 Court's approval of Attorneys' Fees and/or Costs is not a material term of the Settlement or this
9 Agreement. If the Court does not approve, or approves only a lesser amount than that requested by
10 Plaintiff's Counsel for Attorneys' Fees and/or Costs, the other terms of the Settlement and this
11 Agreement shall still apply. The Court's refusal to approve the Attorneys' Fees and/or Costs
12 requested by Plaintiff's Counsel does not give Plaintiff, the Aggrieved Employees, or Plaintiff's
13 Counsel any basis to abrogate the Settlement or this Agreement. Any amount of Attorneys' Fees
14 and/or Costs requested by Plaintiff's Counsel but unapproved by the Court shall be allocated to the
15 Net Settlement Amount.

16 4.2.2 **Timing Of Payment Of Attorneys' Fees And Costs.** The Settlement
17 Administrator shall pay to Plaintiff's Counsel any approved Attorneys' Fees and Costs 30 calendar
18 days after the funding of the Gross Settlement Amount, or as otherwise directed by the Court. The
19 Settlement Administrator shall issue an IRS Form 1099 to Plaintiff's Counsel for any Attorneys'
20 Fees and Costs payment. Plaintiff's Counsel shall be solely and legally responsible for paying all
21 applicable taxes on any Attorneys' Fees and Costs payments and shall indemnify and hold
22 harmless LACC from any claim or liability for taxes, penalties, or interest arising as a result of the
23 payment.

24 4.3 **Net Settlement Amount.** The Parties will seek approval of a Net Settlement
25 Amount of at least \$119,201.80¹ to be paid from the Gross Settlement Amount. Seventy-five
26 _____

27 ¹ The Net Settlement is \$220,000.00, minus \$73,333.33.00 for attorneys' fees, minus not more
28 (footnote continued)

1 percent of the Net Settlement Amount will be paid to the LWDA consistent with California Labor
2 Code Sections 2699(i) and (j) no later than 30 calendar days after the funding of the Gross
3 Settlement Amount. The remaining 25% of the Net Settlement Amount shall be distributed to
4 Aggrieved Employees as their Individual PAGA Payments under the terms of this Agreement.

5 **4.3.1 Reduction Or Increase Of The Net Settlement Amount Not Material.**

6 The Court's reduction or increase of the Net Settlement Payment is not a material term of the
7 Settlement or this Agreement, as long as any such revision does not increase the Gross Settlement
8 Amount. If the Court approves a lesser or greater amount than that requested by this Agreement
9 for the Net Settlement Amount, the other terms of the Settlement and this Agreement shall apply.
10 The Court's reduction or increase of the Net Settlement Amount requested by this Agreement does
11 not give the Plaintiff, Plaintiff's Counsel, or the Aggrieved Employees any basis to abrogate the
12 Settlement or this Agreement.

13 **4.3.2 Individual PAGA Payments.** Aggrieved Employees shall be entitled to
14 receive an Individual PAGA Payment. The sum of all Individual PAGA Payments is called the
15 "Total PAGA Payment To All Aggrieved Employees."

16 For the PAGA Period for each Aggrieved Employee, LACC shall provide
17 to the Settlement Administrator and to Plaintiff's Counsel the data required for the Settlement List.

18 To determine the Individual PAGA Payment for each Aggrieved Employee,
19 the Settlement Administrator shall use the following formula:

- 20
- 21 • Each member of the Settlement Group shall be assigned a percentage share of the] allocated to the Total PAGA Payment To All Aggrieved Employees. The
22 percentage share shall be based upon the total number of Pay Periods the specific
23 member of the Settlement Group was employed during the PAGA Period in
comparison to the total number of Pay Periods all members of the Settlement
Group were employed during the PAGA Period.

24 Each Aggrieved Employee's total number of Pay Periods shall be
25 determined based on LACC's records. If an Aggrieved Employee works any day in a given Pay
26 _____
27 than \$11,214.87 for costs of litigation, minus not more than \$11,250 for administration costs, , and
28 minus \$5,000 for the Enhancement Award.

1 Period, the Aggrieved Employee shall be credited for the entire Pay Period. If any Aggrieved
2 Employee disputes the number of Pay Periods assigned to that Aggrieved Employee, the
3 Aggrieved Employee may produce evidence to the Settlement Administrator. Absent compelling
4 evidence rebutting LACC's records, those records will be presumed determinative. But if an
5 Aggrieved Employee produces compelling evidence to the contrary, the Parties will meet and
6 confer with the Settlement Administrator to resolve the dispute. Any dispute that cannot be
7 resolved shall be determined by the Court.

8 **4.3.3 Allocation Of Individual PAGA Payment For Tax Purposes.** The
9 Settlement Administrator will issue IRS Forms 1099 to Aggrieved Employees in connection with
10 their Individual PAGA Payments. No payroll deductions shall be made, because the payments
11 constitute civil penalties, rather than wages. The Settlement Administrator shall set up its own
12 taxpayer identification number and Qualified Settlement Fund for purposes of making the
13 Individual PAGA Payments required under this Agreement. Plaintiff and Aggrieved Employees
14 shall be solely and legally responsible for paying all applicable taxes on their respective Individual
15 PAGA Payments and shall indemnify and hold harmless LACC from any claim or liability for
16 taxes, penalties, or interest arising as a result of the payments.

17 **4.3.4 Allocation Of Individual PAGA Payments Not Material.** The Court's
18 approval of the allocation of the Individual PAGA Payments is not a material term of the
19 Settlement or this Agreement. If the Court does not approve the allocation of the Individual PAGA
20 Payments, the other terms of the Settlement and this Agreement shall apply. The Court's refusal to
21 approve the allocation for the Individual PAGA Payments requested by the Parties does not give
22 Plaintiff, the Aggrieved Employees, or Plaintiff's Counsel any basis to abrogate the Settlement or
23 this Agreement.

24 **4.3.5 Timing Of Individual PAGA Payments.** The Settlement Administrator
25 shall issue the checks constituting the Individual PAGA Payments no later than 30 calendar days
26 after the funding of the Gross Settlement Amount.

1 4.4 **Non-Reversionary Settlement For Undeliverable Or Uncashed Checks.** This
2 Settlement shall be a non-reversionary Settlement. It is possible that after all payments described
3 herein are made, some residue may remain as the result of either (1) one or more members of the
4 Settlement Group failing to cash checks mailed to them, or (2) circumstances that cannot be
5 anticipated. Any settlement checks distributing Individual PAGA Payments returned to the
6 Settlement Administrator as undeliverable shall be sent within 10 calendar days via First Class
7 U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the
8 Settlement Administrator shall attempt to determine the correct address using a search based on
9 the National Change of Address Database maintained by the United States Postal Service to
10 update and correct any known or identifiable address changes, and it shall then perform a single
11 re-mailing via First Class U.S. Mail within 10 calendar days. The amount of any Individual PAGA
12 Payments that remain undeliverable or uncashed 180 calendar days after the postmarked date of
13 the initial mailing of these payments will be deposited by the Settlement Administrator into an
14 account for the California State Controller's Office for unclaimed property in the name of the
15 Aggrieved Employee, or paid to any other third-party fund or organization ordered by the Court.
16 No part of the Net Settlement Amount shall be returned to LACC.

17 4.5 **Tax Payment Considerations.** Neither Plaintiff's Counsel nor Defense Counsel
18 intend anything contained in this Settlement or Agreement to constitute advice regarding taxes or
19 taxability, nor shall anything in this Settlement or Agreement be relied upon as such within the
20 meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended) or
21 otherwise. To the extent that this Agreement is interpreted to contain or constitute advice
22 regarding any U.S. or federal tax issue, such advice is not intended or written to be used, and
23 cannot be used, by any person for the purpose of avoiding penalties under the Internal Revenue
24 Code. LACC is not responsible for any employee tax obligations regarding the allocation of the
25 settlement payments.
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V. RELEASED CLAIMS

5.1 Released Claims By Aggrieved Employees. As a material condition of the Settlement, and in exchange for the settlement funds provided herein, upon the Effective Date, Plaintiff—on behalf of himself, every member of the Settlement Group (including each of their respective executors, administrators, representatives, agents, heirs, successors, assigns, trustees, spouses, or guardians), and the LWDA—will fully release LACC and each of the Released Parties during the PAGA Period of, any claims that were alleged or could have been alleged based on the facts asserted in the Lawsuit, irrespective of theory of liability and/or Plaintiff's notice to the LWDA. This release by Plaintiff, the LWDA, and the Aggrieved Employees includes, claims for civil penalties under PAGA based on alleged violations of California Labor Code §§ 201-203, 204, 210, 221-224, 226, 226.3, 226.7, 227.3, 233, 510, 512, 558, 558.1, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 2699, 2699.3, 2699.5, during the PAGA Period (collectively, the "Released Claims").

5.2 This release does not include any claims, that as a matter of law, may not be released.

5.3 The consideration provided to the Settlement Group in this Agreement shall be the sole relief, legal or equitable, provided for the Released Claims.

5.4 General Release By Plaintiff. Plaintiff knowingly and voluntarily agrees to an Individual Settlement Agreement and General Release, a copy of which is attached hereto as **Exhibit B**. The general release does not include a release of any claim that cannot be waived under applicable law, including, but not limited to, workers' compensation claims. .

5.5 Injunction From Pursuing Released Claims. As a material condition of this Settlement and in exchange for \$5,000 and his executed general release, Plaintiff shall not re-file his individual claims or any class action claims that were or could have been asserted based on the facts alleged in the Lawsuit. Further, Plaintiff promises never to file a lawsuit, administrative complaint, or charge of any kind with any court, governmental or administrative agency, or

1 arbitrator against LACC or the Released Parties asserting any claims that are released in this
2 Agreement, not including claims arising out of facts that occur after signing this Agreement.

3 **5.6 Plaintiff Has No Other Lawsuits Against LACC.** Plaintiff acknowledges that as
4 of the date of signing this Agreement, the only pending charge, claim, or lawsuit that he has
5 against LACC or the Released Parties is the instant Lawsuit. Plaintiff has already dismissed any
6 and all individual claims contained in the Lawsuit on behalf of himself, without prejudice.
7 Plaintiff has also already dismissed the class action claims contained in the Lawsuit, without
8 prejudice. Plaintiff represents and warrants that he will not re-file the individual claims contained
9 in the Lawsuit or the class action claims contained in the Lawsuit.

10 **5.7 Covenant Not To Sue.** A “covenant not to sue” means you promise not to sue any
11 Released Party in court either in Plaintiff’s individual capacity or as part of a representative or
12 collective action. This is different from the Release of the Released Claims above. Only upon the
13 effective date and in exchange for the settlement funds provided herein, besides releasing claims
14 covered by the Release of the Released Claims above (which is subject to a Court’s approval of
15 this Agreement), Plaintiff promises not to pursue or participate in the arbitration, litigation, or
16 resolution of any Private Attorneys General Act (“PAGA”) claim allegedly suffered by Plaintiff,
17 or any other individual, against LACC or any Released Party. Plaintiff understands, upon the
18 effective date and in exchange for the settlement funds provided herein, he would not be an
19 “aggrieved employee” and would have no standing to pursue or obtain individual relief (i.e. any
20 claim for PAGA penalties that arise out of, or are related to any Labor Code claim allegedly
21 suffered by Plaintiff) or representative relief (i.e. any claim for PAGA penalties that arise out of,
22 or are related to any Labor Code claim allegedly suffered by another person) against LACC or any
23 Released Party under the PAGA statute. Upon the Effective date and in exchange for the
24 settlement funds provided herein, Plaintiff would relinquish any right he may have to be a private
25 attorney general to pursue any PAGA claim against the Released Parties, whether based on any
26 Labor Code claim alleged suffered by himself or any other individual, and will not seek to be
27 appointed as a private attorney general in any future matter to pursue any PAGA claim against the
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1 Released Parties based on any Labor Code claim allegedly suffered by himself or any other
2 individuals. If Plaintiff violates this Paragraph, he agrees to pay all of LACC's or the Released
3 Parties' costs and expenses (including reasonable attorney's fees) related to the defense of any
4 such claims.

5 **VI. SETTLEMENT APPROVAL PROCEDURE**

6 6.1 **Approval Hearing.** Plaintiff shall prepare for submission to the Court a Motion for
7 approval of the PAGA settlement. This motion shall seek an order to approve the Settlement
8 according to the terms in this Agreement. This motion shall include the bases for the Gross
9 Settlement Amount and why the amount is reasonable in light of the facts and controlling
10 authorities pertaining to the claims alleged in the Action. The motion shall also be accompanied
11 by signed declarations by Plaintiff's Counsel discussing the risks of continued litigation and the
12 decision that the best interests of all Parties are served by the terms of this Agreement. The motion
13 shall request the entry of an Approval Order and Judgment, which shall include findings and
14 orders (a) approving the Settlement and the Agreement; (b) adjudging the terms to be fair,
15 reasonable, and adequate; (c) reciting the Released Claims in full; (d) directing that the Settlement
16 terms and provisions be carried out; and (e) retaining jurisdiction to oversee administration and
17 enforcement of the terms of this Agreement and the Court's orders.

18 Plaintiff shall prepare for the motion for approval of the settlement, and shall
19 incorporate reasonable comments and revisions from Defendant's Counsel. The Parties will have
20 the Motion fully finalized and fully executed no later than September 20, 2023. There will be no
21 opposition or reply papers on condition that the Motion follow the terms of this agreement. The
22 Parties agree that the Motion may be heard on the Court's first available hearing date, following
23 the execution of the Motion.

24 6.2 **Effect Of Failure To Obtain Approval.** If this Settlement Agreement or a
25 substantially similar settlement mutually agreed to by the Parties is not approved, the Action shall
26 proceed as if no settlement had been attempted, unless the Parties jointly agree to seek
27 reconsideration of the ruling or Court approval of a renegotiated settlement. This means that if the
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1 Court does not approve this Settlement or a substantially similar settlement mutually agreed to by
2 the Parties, then LACC, in its sole discretion, may void the individual settlement reached with
3 Plaintiff. LACC retains the right to contest whether any aspect of the Action should be maintained
4 as a representative action and to contest the merits of the claims being asserted in the Action.

5 **6.3 Motion For Attorneys' Fees And Costs.** Concurrently with the joint motion for
6 approval of the PAGA settlement, Plaintiff's Counsel shall file a motion for Court approval of
7 Attorneys' Fees in an amount of up to \$73,333.33 which is 33 1/3% of the Gross Settlement
8 Amount and Costs of \$11,214.87. Both the Attorneys' Fees and Costs shall be supported by
9 adequate documentation by Plaintiff's Counsel or as required by the Court. LACC will not oppose
10 the motion, provided it is consistent with this paragraph. LACC will not be required to support
11 such a motion.

12 **6.4 Entry Of Judgment.** At the approval hearing, the Parties shall request that the
13 Court issue Judgment in accordance with this Agreement and without further fees or costs to any
14 Party except as expressly set forth in this Agreement.

15 **6.5 Effect Of Failure To Obtain Judgment.** In the event the Court fails to enter final
16 judgment in accordance with this Agreement, or such final judgment is vacated or reversed, the
17 Action shall proceed as if no settlement had been attempted, unless the Parties jointly agree to
18 seek reconsideration or appellate review of the ruling or Court approval of a renegotiated
19 settlement. LACC retains the right to contest whether any aspect of the Action should be
20 maintained as a representative action and to contest the merits of the claims being asserted in the
21 Action.

22 **6.6 Waiver Of Appeal Rights.** By accepting this Settlement, and upon approval of the
23 Settlement being granted, Plaintiff and Plaintiff's Counsel hereby waive any and all rights they
24 may have to appeal any judgment, ruling, or order made by the Court, including, without
25 limitation, any order granting approval of this Settlement and any order dismissing the Action with
26 prejudice. This includes all rights to any post-judgment proceeding and appellate proceeding, so
27 the Judgment will become nonappealable at the time it is entered. The waiver of appeal does not
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1 include any waiver of the right to oppose any appeal, appellate proceedings, or post-judgment
2 proceedings. If an appeal is taken from the Judgment, the time for consummation of the Settlement
3 (including making payments under the Settlement) will be suspended until such time as the appeal
4 is finally resolved and the Judgment becomes final.

5 **VII. MISCELLANEOUS**

6 **7.1 No Representation By Plaintiff's Counsel Of Other Aggrieved Employees**
7 **Outside Of The Lawsuit.** Plaintiff's Counsel represent that their firm does not currently represent
8 any other Aggrieved Employees or any other individual seeking claims against LACC for
9 violations of the California Labor Code or federal wage statutes. Plaintiff's Counsel further
10 represent that their firm will not use any contact information obtained in connection with this
11 Lawsuit to solicit or otherwise communicate with the individuals whose information was obtained.
12 Nothing in this paragraph is a bar or limitation on the ability of Plaintiff's Counsel to represent an
13 Aggrieved Employee on any claim in the future that is not covered by this Agreement.

14 **7.2 Stay Of Proceedings.** The Parties agree that upon the signing of this Agreement,
15 the continuing litigation of this Action shall remain stayed and the time to bring this Lawsuit to
16 trial shall be extended pending the outcome of the settlement process. The Parties agree that the
17 deadlines imposed by CCP Section 583.310 shall be tolled during the settlement process.

18 The Parties agree that LACC shall not be required to pay more than the Gross
19 Settlement Amount under the terms of this agreement.

20 **7.3 Parties' Authority.** The signatories hereto represent that they are fully authorized
21 to enter into this Agreement and are fully authorized to bind the Parties to all terms stated herein.
22 It is agreed that Aggrieved Employees are so numerous that it is impossible or impractical to have
23 each Aggrieved Employee execute this Agreement. It is agreed that this Agreement may be
24 executed on behalf of Aggrieved Employees by Plaintiff and Plaintiff's Counsel.

25 **7.4 Increase In Pay Periods.** The terms of the Settlement, including the Gross
26 Settlement Amount, shall remain unchanged if the number of Aggrieved Employees and/or pay
27 periods changes before the Effective Date, provided that the number of pay periods does not
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1 exceed 25,309. If the number of pay periods exceeds 25,309, then the Released Claims shall run
2 through the date the pay periods hit 25,209, and the Gross Settlement Amount and all other terms
3 shall remain unchanged.

4 **7.5 Arm's Length Transaction, And A Full-Day Mediation.** The Parties have
5 arrived at this Agreement as a result of arm's length negotiations and a full-day mediation where
6 both Parties were represented by counsel.

7 **7.6 Counterparts.** This Agreement may be executed in counterparts, and when each
8 Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an
9 original, and when taken together with other signed counterparts, shall constitute one signed
10 Agreement, which shall be binding upon and effective as to all Parties.

11 **7.7 Electronic Or Scanned Signatures.** Any Party may sign and deliver this
12 Agreement by signing on the designated signature block and transmitting that signature page via
13 an attachment to an e-mail to counsel for the other Parties. Any signature made and transmitted as
14 an attachment to an e-mail for the purpose of executing this Agreement shall be deemed an
15 original signature for purposes of this Agreement and shall be binding upon the Party who
16 transmits the signature page.

17 **7.8 Binding Effect.** This Agreement shall be binding upon and inure to the benefit of
18 the respective Parties hereto, or their respective legal successors, heirs, administrators, executors,
19 assigns, and each of them.

20 **7.9 Waivers And Modifications To Be In Writing.** No waiver, modification, or
21 amendment of the terms of this Agreement, whether purportedly made before or after the Court's
22 approval of this Agreement, shall be valid or binding, unless in writing, signed by or on behalf of
23 all Parties by Plaintiff's Counsel and Defense Counsel, and then only to the extent set forth in such
24 written waiver, modification, or amendment, subject to any required Court approval. Any failure
25 by any Party to insist upon the strict performance by the other Parties of any of the provisions of
26 this Agreement shall not be deemed a waiver of future performance of the same provisions or of
27 any of the other provisions of this Agreement, and such Party, notwithstanding such failure, shall
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1 have the right thereafter to insist upon the specific performance of any and all of the provisions of
2 this Agreement. The time periods and dates provided in this Agreement with respect to giving of
3 notices and hearings are subject to Court approval and modification by the Court or by written
4 stipulation of Plaintiff's Counsel and Defense Counsel.

5 **7.10 Construction.** The determination of the terms and conditions of this Agreement
6 has been by mutual agreement of the Parties. Each party participated in the drafting of this
7 Agreement with assistance of legal counsel, and the terms and conditions of this Agreement are
8 not intended to be, and shall not be, construed against any Party by virtue of draftsmanship.

9 **7.11 Exhibits Incorporated By Reference.** The terms of this Agreement include the
10 terms set forth in any attached exhibit, which are incorporated by this reference as though fully set
11 forth herein. Any exhibit to this Agreement is an integral part of the Settlement.

12 **7.12 Captions.** The captions or headings of the sections and paragraphs of this
13 Agreement have been inserted for convenience of reference only and shall have no effect upon the
14 construction or interpretation of any part of this Agreement.

15 **7.13 Invalidity Of Any Provision.** Before declaring any provision of this Agreement
16 invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible
17 consistent with applicable precedents so as to render all provisions of this Agreement valid and
18 enforceable.

19 **7.14 Further Acts And Cooperation Among The Parties.** The Parties shall cooperate
20 fully with each other and shall use their best efforts to obtain the Court's approval of this
21 Agreement and all of its terms. Each of the Parties, upon the request of another, agrees to perform
22 such further acts and to execute and to deliver such other documents as are reasonably necessary
23 to carry out the provisions of this Agreement.

24 **7.15 No Prior Assignments Or Undisclosed Liens.** Plaintiff and Plaintiff's Counsel
25 represent and warrant that they have not assigned, transferred, conveyed, or otherwise disposed of,
26 or purported to assign, transfer, convey, or otherwise dispose of, any Released Claims or the
27 Attorneys' Fees and Costs to be paid pursuant to this Agreement. Plaintiff and Plaintiff's Counsel
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1 further represent and warrant that there are not any liens or claims against any of the amounts to be
2 paid by LACC pursuant to this Agreement. Plaintiff and Plaintiff's Counsel agree to defend, to
3 indemnify, and to hold LACC harmless from any liability, losses, claims, damages, costs, or
4 expenses, including reasonable attorneys' fees, resulting from a breach of these representations or
5 from any lien or assignment.

6 **7.16 Confidential Documents And Information.** Plaintiff's Counsel agree that they
7 will destroy all confidential documents and information provided to them by LACC within 60
8 calendar days after the completion of the administration of the Settlement. Plaintiff's Counsel
9 further agrees that none of the documents and information provided to them by LACC shall be
10 used for any purpose other than as permitted by the mediation privilege.

11 **7.17 Publicity.** Plaintiff and Plaintiff's counsel shall not publicize the Settlement on
12 their websites, in advertising/marketing materials, or on social media, or any other form of
13 publicly-accessible communication, other than filing documents with the Court.

14 Consistent with California law, nothing in any part of this Agreement limits
15 Plaintiff's rights to make a truthful disclosure of factual information related to any claim(s) he has
16 or may have alleging discrimination or harassment, failure to prevent discrimination or
17 harassment, or retaliation for reporting discrimination or harassment. Further, nothing in this
18 Agreement prevents Plaintiff from discussing or disclosing information about unlawful acts in the
19 workplace, such as harassment or discrimination or any other conduct that Plaintiff has reason to
20 believe is unlawful. Plaintiff may consult an attorney regarding this Agreement.

21 **7.18 Continuing Jurisdiction.** The Court shall retain jurisdiction over the
22 implementation of this Agreement as well as any and all matters arising out of, or related to, the
23 implementation of this Agreement and Settlement. The Court shall not have jurisdiction to modify
24 the terms of the Agreement without the consent of all of the Parties.

25 **7.19 Disputes And Arbitration.**

26 **7.20 Governing Law.** This Settlement and Agreement was made and entered into in the
27 State of California. All terms of this Agreement shall be governed by and interpreted according to
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1 the procedural and substantive laws of the State of California, even if a choice of law analysis
2 under state or federal law would dictate that another forum's law be applied.

3 **7.21 Severability.** If any non-material provision, term, section, or paragraph of this
4 Agreement is found to be invalid, illegal, or unenforceable, all remaining provisions, terms,
5 sections, or paragraphs shall continue in full force and effect and remain binding on the Parties. If
6 any provision, term, section, or paragraph of this Agreement is deemed unenforceable, such
7 provision, term, section, or paragraph shall be modified so that the unenforceable provision, term,
8 section, or paragraph is enforceable to the greatest extent possible while maintaining the objective
9 intent of the Agreement.

10 **7.22 Voluntary Agreement.** The Parties expressly declare and represent that they have
11 read the foregoing Agreement and have consulted with competent counsel regarding the meaning
12 of its provisions, terms, and conditions. The Parties further expressly declare and represent that
13 they fully understand the content and effect of this Agreement, and that they approve and accept
14 its terms and conditions, and that this Agreement is executed freely and voluntarily.

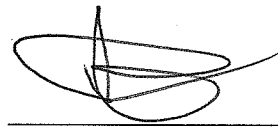
15 **7.23 Entire Agreement.** This Agreement, which includes the Definitions, Recitals, and
16 all exhibits attached hereto (including the Individual Settlement Agreement and General Release
17 attached hereto as Exhibit B and incorporated herein by this reference), constitutes the entire
18 agreement among the Parties with regard to the subject matter contained herein, and all prior and
19 contemporaneous negotiations and understandings between the Parties shall be deemed merged
20 into this Agreement. This Agreement shall also supersede the MOU executed by the Parties. No
21 statement, representation, or warranty, except as expressly set forth herein, may be part of this
22 fully-integrated contract.

23 **SO AGREED AND STIPULATED:**
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Dated: 9/15/23

KOKOZIAN LAW FIRM, APC

By: 
Bruce Kokozyan, Esq.
Alex DiBona, Esq.
Attorneys for Plaintiffs

Agreed to by Plaintiff:
9/15/2023
Dated: _____, 2023

CHRISTIAN TWOMEY
Signature: 
Christian Twomey
Print Name: _____

Dated: _____, 2023

SEYFARTH SHAW LLP

By: _____
Holger G. Besch
Eric W. May
Attorneys for Defendant

Agreed to by Defendant:
Dated: _____, 2023

LOS ANGELES CONSERVATION CORPS, INC.
Signature: _____
Print Name: _____
Title: _____

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Dated: KOKOZIAN LAW FIRM, APC

By: _____
Bruce Kokozyan, Esq.
Alex DiBona, Esq.
Attorneys for Plaintiffs

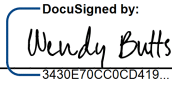
Agreed to by Plaintiff: CHRISTIAN TWOMEY

Dated: _____, 2023 Signature: _____
Print Name: _____

Dated: September 15,, 2023 SEYFARTH SHAW LLP

By: Eric May _____
Holger G. Besch
Eric W. May
Attorneys for Defendant

Agreed to by Defendant: LOS ANGELES CONSERVATION CORPS, INC.

Dated: 9/15/2023, 2023 Signature:  _____
Print Name: wendy Butts _____
Title: CEO _____