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as an aggrieved employee, and on behalf of

all other aggrieved employees

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – STANLEY MOSK COURTHOUSE

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

Plaintiff,

v.

UNISOURCE SOLUTIONS, INC., a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

CASE NO.: 22STCV13190

[Assigned to the Hon. Teresa A. Beaudet
in Dept. 50]

REPRESENTATIVE ACTION

**JOINT STIPULATION RE: PAGA
SETTLEMENT**

ACTION FILED: April 20, 2022

TRIAL DATE: None Set

1 This Joint Stipulation re: PAGA Settlement (“Settlement,” “Agreement” or “Settlement
2 Agreement”) is made by and between plaintiff Gonzalo Moreno (“Plaintiff”), individually, and
3 on behalf of the Allegedly Aggrieved Employees, on one hand; and defendant Unisource
4 Solutions, Inc. (“Defendant”), on the other hand, in the lawsuit entitled *Gonzalo Moreno v.*
5 *Unisource Solutions, Inc.*, filed in the Los Angeles County Superior Court, Case No.
6 22STCV13190. Plaintiff and Defendant shall be, at times, collectively referred to as the “Parties”.
7 This Agreement is intended by the Parties to fully, finally and forever resolve the claims as set
8 forth herein, based upon and subject to the terms and conditions of this Agreement.

9 **1. DEFINITIONS**

10 1.1. “**Action**” means the Plaintiff’s PAGA lawsuit, alleging wage and hour violations
11 against Defendant, captioned *Gonzalo Moreno v. Unisource Solutions, Inc.*, initiated on April 20,
12 2022, and pending in the Superior Court of the State of California, County of Los Angeles.

13 1.2. “**Administrator**” or “**Settlement Administrator**” means the third-party
14 administrator mutually chosen by the Parties and approved by the Court that will be responsible
15 for the administration of the Settlement. The Parties will obtain a not-to-exceed quote from the
16 mutually acceptable qualified settlement administrator for claims administration costs. The
17 Settlement Administrator mutually agreed upon by the Parties is Apex Class Action, LLC
18 (“Apex”).

19 1.3. “**Administration Expenses Payment**” means the amount the Administrator will
20 be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in
21 accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection
22 with approval of this Settlement.

23 1.4. “**Allegedly Aggrieved Employees**” or “**PAGA Employees**” means all of
24 Defendant’s current and former non-exempt employees who have worked in California during
25 the PAGA Period. The Parties agree that there is no statutory right for any PAGA Employee to
26 opt out or otherwise exclude himself or herself from the Settlement and the associated release of
27 claims and rights under PAGA.

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1.5. **“Allegedly Aggrieved Employee Data”** or **“PAGA Employee Data”** means Allegedly Aggrieved Employee data identifying information in Defendant’s possession including: (1) the Allegedly Aggrieved Employee’s full name; (2) last-known mailing address; (3) Social Security Number; and (4) first/last dates of employment. PAGA Employees worked for Defendant in California as a non-exempt employee during the PAGA Period.

1.6. **“Allegedly Aggrieved Employee Address Search”** means the Administrator’s investigation and search for current Allegedly 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 Allegedly Aggrieved Employees.

1.7. **“Court”** means the Superior Court of California, County of Los Angeles.

1.8. **“Defense Counsel”** means Leonora M. Schloss, Andrea F. Oxman and Martin P. Vigodnier of Jackson Lewis P.C.

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 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 \$450,000.00 which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8.1 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 Administration Expenses Payment.

1.11. **“Individual PAGA Payment”** means the Allegedly Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Allegedly Aggrieved Employee worked during the PAGA Period.

1.12. **“Judgment”** means the judgment entered by the Court based upon the Final Approval of this Agreement.

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 Allegedly Aggrieved Employees as Individual PAGA Payments.

1.16. **“PAGA Counsel”** means David D. Bibiyan and Vedang J. Patel of Bibiyan Law Group, Inc., the attorneys representing the Plaintiff in the 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 Action.

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

1.19. **“PAGA Period”** means the period from January 14, 2021 through April 10, 2025.

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

1.21. **“PAGA Notice”** means Plaintiff’s January 14, 2022 letter to Defendant and the LWDA 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, with allocated 25% to the Allegedly Aggrieved Employees and 75% to the LWDA in settlement of PAGA claims.

1.23. **“Plaintiff”** means Gonzalo Moreno, the named plaintiff in the Action.

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: Defendant and all its present and former parent companies, subsidiaries, divisions, related or affiliated companies, shareholders, officers,

1 directors, PAGA Employees (as defined herein), agents, attorneys, insurers, successors and
2 assigns, and any individual or entity which could be liable for any of the Released Claims, and
3 Defendant's counsel of record in the Action.

4 1.27. "**Settlement**" means the disposition of the Action effected by this Agreement and
5 the Judgment.

6 **2. RECITALS**

7 2.1. On April 20, 2022, Plaintiff commenced this Action by filing a Complaint (the
8 "Operative Complaint"), alleging causes of action against Defendant for civil penalties under
9 PAGA for the Labor Code violations alleged in the PAGA Notice. Defendant denies the
10 allegations in the Operative Complaint, denies any failure to comply with the laws identified in
11 the Operative Complaint and denies any and all liability for the causes of action alleged.

12 2.2. Pursuant to Labor Code section 2699.3, subd. (a), Plaintiff gave timely written
13 notice to Defendant and the LWDA by sending the PAGA Notice on January 14, 2022.

14 2.3. On February 10, 2025, the Parties participated in an all-day mediation presided
15 over by the Hon. Carl J. West (Ret.), which led to this Agreement to settle the Action.

16 2.4. Prior to mediation, Plaintiff obtained, through informal discovery: (1) time and
17 payroll records of approximately 30% of the estimated 166 Allegedly Aggrieved Employees from
18 January 20, 2021 through mediation date; (2) data points, including the number of Allegedly
19 Aggrieved Employees, the number of employees separated from employment and the number of
20 Pay Periods from January 20, 2021 through mediation date, and the average base hourly rate of
21 pay and the average regular hourly rate of pay; (3) all relevant policy documents of Defendant,
22 including employee handbook; and (4) Plaintiff's personnel records.

23 2.5. The Parties, PAGA Counsel and Defense Counsel represent that they are not
24 aware of any other pending matter or action asserting claims that will be extinguished or affected
25 by the Settlement.

26 **3. MONETARY TERMS**

27 3.1 **Gross Settlement Amount.** Except as otherwise provided by Paragraph 8.1
28 below, Defendant promises to pay \$450,000.00 and no more as the Gross Settlement Amount.

Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Allegedly Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

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 (1/3), which is currently estimated to be \$150,000.00 and PAGA Counsel Litigation Expenses Payment of not more than \$40,000.00. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff 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 Net Settlement Amount. 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 Fees Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assume full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and hold Defendant harmless, and indemnify Defendant from any dispute or controversy regarding any division or sharing of any of these Payments.

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1 3.2.2 **To the Administrator:** An Administrator Expenses Payment not to
2 exceed \$4,490.00 except for a showing of good cause and as approved by
3 the Court. To the extent the Administration Expenses are less or the Court
4 approves payment less than \$4,490.00, the Administrator will retain the
5 remainder in the Net Settlement Amount.

6 3.2.3 **To the LWDA and Allegedly Aggrieved Employees:** PAGA Penalties
7 in the amount of no less than \$255,510.00 to be paid from the Gross
8 Settlement Amount, with 75% (no less than \$191,632.50) allocated to the
9 LWDA PAGA Payment and 25% (no less than \$63,877.50) allocated to
10 the Individual PAGA Payments.

11 3.2.3.1 The Administrator will calculate each Individual PAGA Payment
12 by (a) dividing the amount of the Allegedly Aggrieved Employees'
13 25% share of PAGA Penalties (\$63,877.50) by the total number of
14 PAGA Period Pay Periods worked by all Allegedly Aggrieved
15 Employees during the PAGA Period and (b) multiplying the result
16 by each Allegedly Aggrieved Employee's PAGA Period Pay
17 Periods. Allegedly Aggrieved Employees assume full
18 responsibility and liability for any taxes owed on their Individual
19 PAGA Payment.

20 3.2.3.2 If the Court approves PAGA Penalties of less than the amount
21 requested, the Administrator will allocate the remainder to the Net
22 Settlement Amount. The Administrator will report the Individual
23 PAGA Payments on IRS 1099 Forms.

24 **4. SETTLEMENT FUNDING PAYMENTS**

25 4.1 **Allegedly Aggrieved Employee Pay Periods.** Based on a review of its records to
26 date, Defendant estimates there are 166 Allegedly Aggrieved Employees who worked a total of
27 16,544 PAGA Pay Periods.

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1 **4.2 Allegedly Aggrieved Employee Data.** Within 14 days of the Effective Date,
2 Defendant will deliver the Allegedly Aggrieved Employee Data to the Administrator in the form
3 of a Microsoft Excel spreadsheet. To protect Allegedly Aggrieved Employee' privacy rights, the
4 Administrator must maintain the Allegedly Aggrieved Employee Data in confidence, use the
5 Allegedly Aggrieved Employee Data only for purposes of this Settlement and for no other
6 purpose, and restrict access to the Allegedly Aggrieved Employee Data to Administrator
7 employees who need access to the Allegedly Aggrieved Employee Data to effect and perform
8 under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if
9 it discovers that the Allegedly Aggrieved Employee Data omitted employee identifying
10 information and to provide corrected or updated Allegedly Aggrieved Employee Data as soon as
11 reasonably feasible. Without any extension of the deadline by which Defendant must send the
12 Allegedly Aggrieved Employee Data to the Administrator, the Parties and their counsel will
13 expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related
14 to missing or omitted Allegedly Aggrieved Employee Data.

15 **4.3 Funding of Gross Settlement Amount.** Defendant shall fund the Gross
16 Settlement Amount by transmitting the funds to the Administrator in three (3) equal installments
17 as follows:

18 4.3.1. One third of the Gross Settlement Amount (\$150,000.00) within 60 days
19 of the Effective Date (the "First Installment");

20 4.3.2. One third of the Gross Settlement Amount (\$150,000.00) within 183 days
21 of the First Installment (the "Second Installment"); and

22 4.3.3. One third of the Gross Settlement Amount (\$150,000.00) within 183 days
23 of the Second Installment (the "Final Installment")

24 **4.4 Payments from the Gross Settlement Amount.** Within 14 days after Defendant
25 fully funds the Gross Settlement Amount, the Administrator will mail checks for all Individual
26 PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA
27 Counsel Fees Payment, and the PAGA Counsel Litigation Expenses Payment. Disbursement of
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1 the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment shall not
2 precede disbursement of Individual PAGA Payments.

3 4.4.1. The Administrator will issue checks for the Individual PAGA Payments
4 and send them to the Allegedly Aggrieved Employees via First Class U.S.
5 Mail, postage prepaid. The face of each check shall prominently state the
6 date (not less than 180 days after the date of mailing) when the check will
7 be voided. The Administrator will cancel all checks not cashed by the void
8 date. Within 14 days of receipt of Allegedly Aggrieved Employee Data,
9 the Settlement Administrator must update the recipients' mailing
10 addresses using the National Change of Address Database.

11 4.4.2. The Administrator must conduct an Allegedly Aggrieved Employee
12 Address Search for all Allegedly Aggrieved Employees whose checks are
13 returned undelivered without USPS forwarding address. Within five (5)
14 days of receiving a returned check the Administrator must re-mail checks
15 to the USPS forwarding address provided or to an address ascertained
16 through the Allegedly Aggrieved Employee Address Search. The
17 Administrator need not take further steps to deliver checks to Allegedly
18 Aggrieved Employees whose re-mailed checks are returned as
19 undelivered. The Administrator shall promptly send a replacement check
20 to any Allegedly Aggrieved Employee whose original check was lost or
21 misplaced, requested by the Allegedly Aggrieved Employee prior to the
22 void date.

23 4.4.3. For any Allegedly Aggrieved Employee whose Individual PAGA Payment
24 check is uncashed and cancelled after the void date, the Administrator shall
25 transmit the funds represented by such checks to the California Controller's
26 Unclaimed Property Fund in the name of the Allegedly Aggrieved
27 Employee.

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1 4.4.4. The payment of Individual PAGA Payments shall not obligate Defendant
2 to confer any additional benefits or make any additional payments to the
3 Allegedly Aggrieved Employees (such as 401(k) contributions or bonuses)
4 beyond those specified in this Agreement.

5 **5. RELEASES OF CLAIMS**

6 Effective on the date when Defendant fully funds the entire Gross Settlement Amount
7 Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

8 5.1. **Plaintiff's Release.** Plaintiff and his respective former and present spouses,
9 representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors,
10 and assigns generally, release and discharge Released Parties from all claims, transactions, or
11 occurrences that occurred during the PAGA Period, including, but not limited to: (a) all claims
12 that were, or reasonably could have been, alleged, based on the facts contained in the Operative
13 Complaint and the PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to
14 any claims or actions to enforce this Agreement, or to any claims for vested benefits,
15 unemployment benefits, disability benefits, social security benefits, workers' compensation
16 benefits that arose at any time, or based on occurrences outside the PAGA Period. Plaintiff
17 acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts
18 or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's
19 Release shall be and remain effective in all respects, notwithstanding such different or additional
20 facts or Plaintiff's discovery of them.

21 5.1.1. **Plaintiff's Waiver of Rights Under California Civil Code Section 1542.**

22 For purposes of Plaintiff's Release, Plaintiff expressly waives and
23 relinquishes the provisions, rights, and benefits, if any, of section 1542 of
24 the California Civil Code, which reads:

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

1 **5.2. Release of PAGA Claims:** Upon the date on which the three installment payments
2 of the Gross Settlement Amount is made by Defendant (as defined in Paragraph 4.3 above), all
3 Allegedly Aggrieved Employees are deemed to release all claims under PAGA against the
4 Released Parties, which include any claims under PAGA arising out of or related to allegations set
5 forth in any of the Complaints filed by Plaintiff against Defendant and/or any of the pre-filing
6 PAGA notices submitted by Plaintiff to the LWDA, or which could have been raised in the
7 Complaints or pre-filing PAGA notices, including without limitation, alleged violations of
8 California Labor Code sections 96, 98.6, 200, 201, 201.3, 202, 203, 204, 210, 221, 223, 226, 226.3,
9 226.7, 227.3, 232, 232.5, 246 et seq., 404, 432, 432.5, 432.6, 510, 512, 558, 1102.5, 1174, 1174.5,
10 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198.5, 2699, 2802, 2810.5, 6401, 6402, 6403,
11 6409.6, California Industrial Commission Wage Orders, Business and Professions Code sections
12 17200, 16600 and 16700, and the California Code Regulations, and including all claims for or
13 related to claims for failure to pay overtime wages, failure to pay minimum or straight time wages,
14 failure to provide meal periods, failure to provide rest periods, failure to provide accurate and
15 itemized wage statements, failure to produce records, failure to provide timely wages during
16 employment, failure to provide timely wages owed upon termination of employment, failure to
17 provide paid time off and vacation time owed upon separation of employment, failure to reimburse
18 necessary business expenditures, failure to comply with the notice requirements of Labor Code
19 section 2810.5 (i.e., the Wage Theft Protection Act of 2011), failure to provide paid sick leave,
20 failing to reimburse deposits made including uniform deposits, failure to provide all temporary
21 workers with owed wages weekly by not later than the regular payday of the following week,
22 unlawfully preventing disclosure of violations of state and federal law, unlawfully preventing
23 employees from engaging in lawful conduct during non-work hours, failure to provide suitable
24 seating, unfair competition, failure to furnish and use safety devices and safeguards which are
25 reasonably adequate to render such employment and place of employment safe and healthful,
26 failure to give notice to employees of the Covid-19 exposure, failure to provide adequate and
27 readily accessible sanitation facilities, and unlawfully requiring as a condition of employment
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1 applicants or employees to waive any right, forum, or procedure for a violation of any provision of
2 the California Fair Employment and Housing Act or the Labor Code.

3 5.3. **Release by PAGA Counsel:** PAGA Counsel release, on behalf of their present
4 and former attorneys, employees, agents, successors and assigns, the Released Parties from all
5 claims for PAGA Fees incurred in connection with the Operative Complaint and the PAGA
6 Period facts stated in the Operative Complaint and the PAGA Notice.

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

9 The Parties agree to Plaintiff's filing of a motion for approval of this Settlement.

10 6.1. **Plaintiff's Responsibilities.** Plaintiff will prepare and endeavor to deliver to
11 Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor
12 Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of
13 PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed"
14 bid for administering the Settlement and attesting to its willingness to serve; competency;
15 operative procedures for protecting the security of Allegedly Aggrieved Employee Data; amounts
16 of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts
17 relevant to any actual or potential conflicts of interest with Allegedly Aggrieved Employees or
18 the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel
19 or Defense Counsel; (iii) a signed declaration from PAGA Counsel attesting to their timely
20 transmission to the LWDA of all necessary PAGA documents (initial notices of violations (Labor
21 Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)),
22 this Agreement (Labor Code section 2699, subd. (l)(2)); and (iv) all facts relevant to any actual
23 or potential conflict of interest with Allegedly Aggrieved Employees and/or the Administrator.

24 The Notice of Settlement of PAGA Representative Action and the Approval Order shall
25 be mutually agreed upon by the Parties. Additionally, Plaintiff shall provide Defendant with the
26 opportunity to review and comment on the pleadings in connection with the motion for approval
27 of settlement, including the notice of motion, memorandum of points and authorities, and
28 declarations, at least five (5) business days prior to filing of such pleadings with the Court.

1 Because there is no statutory right for any PAGA Employee to opt out or otherwise exclude
2 himself or herself from the Settlement and the associated release of claims and rights under
3 PAGA, and further PAGA claims are subject to claim preclusion upon entry of Judgment, PAGA
4 Employees will be deemed to have released the Released PAGA Claims described in Paragraph
5 5.2 of this Agreement and will remain eligible for an Individual PAGA Payment.

6 **6.2. Responsibilities of PAGA Counsel.** PAGA Counsel are responsible for
7 expeditiously finalizing and filing the motion for approval of this Settlement after the full
8 execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion
9 and appearing in Court to advocate in favor of the motion. PAGA Counsel are responsible for
10 delivering the Court's Preliminary Approval to the Administrator.

11 **6.3. Duty to Cooperate.** If the Parties disagree on any aspect of the proposed
12 application or motion for approval of this Settlement and/or the supporting declarations and
13 documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of
14 the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement.
15 If the Court does not grant the motion for approval of this Settlement or conditions its approval
16 on any material change to this Agreement, PAGA Counsel and Defense Counsel will
17 expeditiously work together on behalf of the Parties by meeting in person or by telephone, and
18 in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

19 **7. SETTLEMENT ADMINISTRATION**

20 **7.1. Selection of Administrator.** The Parties have mutually chosen Apex to serve as
21 the Administrator and verified that, as a condition of appointment, Apex agrees to be bound by
22 this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange
23 for payment of Administration Expenses. The Parties and their Counsel represent that they have
24 no interest or relationship, financial or otherwise, with the Administrator other than a professional
25 relationship arising out of prior experiences administering settlements.

26 **7.2. Employer Identification Number.** The Administrator shall have and use its own
27 Employer Identification Number for purposes of calculating payroll tax withholdings and
28 providing reports state and federal tax authorities.

1 7.3. **Qualified Settlement Fund.** The Administrator shall establish a settlement fund
2 that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury
3 Regulation section 468B-1.

4 7.4. **Administrator Duties.** The Administrator has a duty to perform or observe all
5 tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

6 **8. ALLEGEDLY AGGRIEVED EMPLOYEE SIZE ESTIMATES and**
7 **ESCALATOR CLAUSE**

8 Based on its records, Defendant estimates that, as of the date of this Settlement
9 Agreement, there are 166 Allegedly Aggrieved Employees who worked 16,544 Pay Periods
10 during the PAGA Period.

11 8.1. Defendant represents that, as of mediation, Defendant employed approximately
12 166 putative Allegedly Aggrieved Employees who collectively worked approximately 16,544
13 pay periods during the PAGA Period. If, at the end of the PAGA Period, the actual total pay
14 periods worked by the Allegedly Aggrieved Employees during the PAGA Period exceeds this
15 figure by more than 10% (i.e., if there are 18,199 or more total pay periods), Defendant, at its
16 sole discretion, shall either: (i) increase the Gross Settlement Amount on a proportional basis for
17 those pay periods worked in excess of ten percent (10%) of the current 16,544 estimate (i.e., if
18 there is a twelve percent (12%) increase in the total pay periods, the Gross Settlement Amount
19 shall be increased by two percent (2%)), or (ii) elect to cut off the PAGA Period as of the date
20 the total pay periods worked by PAGA Employees during the PAGA Period does not exceed ten
21 percent (10%) of the 16,544 estimate (i.e., so that the total pay periods is at or below 18,199).
22 Should the number of pay periods exceed 18,199 and Defendant elect the second option,
23 Defendant must exercise its right to cut off the PAGA Period prior to the first set hearing on
24 Plaintiff’s motion for Court approval of the settlement.

25 **9. CONTINUING JURISDICTION OF THE COURT**

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

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

10. ADDITIONAL PROVISIONS

10.1. **No Admission of Liability or Representative Manageability for Other Purposes.** This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason, the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and 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 Plaintiff and Defendant, 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 Plaintiff, PAGA Counsel, Defendant 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.

///

1 10.9. **Applicable Law.** All terms and conditions of this Agreement and its exhibits will
2 be governed by and interpreted according to the internal laws of the State of California, without
3 regard to conflict of law principles.

4 10.10. **Cooperation in Drafting.** The Parties have cooperated in the drafting and
5 preparation of this Agreement. This Agreement will not be construed against any Party on the
6 basis that the Party was the drafter or participated in the drafting.

7 10.11. **Confidentiality.** Plaintiff and Plaintiff's Counsel shall not make any public
8 disclosures of any kind regarding this Settlement, including but not limited to postings on
9 Plaintiff's Counsel's website and postings on any social media sites/outlets. Plaintiff's Counsel
10 shall take all steps necessary to ensure that Plaintiff is aware of, and shall encourage Plaintiff to
11 adhere to, the restriction against any public disclosures regarding this Settlement. Plaintiff's
12 Counsel shall not include or use this Settlement for any marketing or promotional purposes, or
13 for attempting to influence Defendant's business relationships, either before or after the motion
14 for approval of settlement is filed. Following approval of this Settlement, Plaintiff and Plaintiff's
15 Counsel shall not initiate any communications with the media or third parties. If contacted by the
16 media or third parties Plaintiff and Plaintiff's Counsel shall only discuss information publicly
17 available. Plaintiff's Counsel shall take all steps necessary to ensure that Plaintiff is aware of,
18 and shall encourage Plaintiff to adhere to, the restriction against initiating any media comment.
19 Nothing herein shall restrict Plaintiff's Counsel from including publicly available information
20 regarding this Settlement in future judicial submissions regarding Plaintiff's Counsel's
21 qualifications and experience.

22 10.12. **Use of Allegedly Aggrieved Employee Data.** Information provided to PAGA
23 Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data
24 provided to PAGA Counsel by Defendants in connection with the mediation, other settlement
25 negotiations, or in connection with the Settlement, may be used only with respect to this
26 Settlement, and no other purpose, and may not be used in any way that violates any existing
27 contractual agreement, protective order, statute, or rule of court.

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1 10.13. **Headings.** The descriptive heading of any section or paragraph of this Agreement
2 is inserted for convenience of reference only and does not constitute a part of this Agreement.

3 10.14. **Calendar Days.** Unless otherwise noted, all reference to “days” in this Agreement
4 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
5 weekend or federal legal holiday, such date or deadline shall be on the first business day
6 thereafter.

7 10.15. **Notice.** All notices, demands or other communications between the Parties in
8 connection with this Agreement will be in writing and deemed to have been duly given as of the
9 third business day after mailing by United States mail, or the day sent by email or messenger,
10 addressed as follows:

11 To Plaintiff:

12 **BIBIYAN LAW GROUP, P.C.**
13 David D. Bibiyan (SBN 287811)
 david@tomorrowlaw.com
14 Vedang J. Patel (SBN 328647)
 vedang@tomorrowlaw.com
15 1460 Westwood Boulevard
 Los Angeles, California 90024
16 Tel: (310) 438-5555; Fax: (310) 300-1705

17 To Defendant:

18 Leonora M. Schloss (SBN 145142)
19 Andrea F. Oxman (SBN 252646)
 Martin P. Vigodnier (SBN 311834)
20 **JACKSON LEWIS P.C.**
 725 South Figueroa Street, Suite 2800
21 Los Angeles, California 90017-5408
 Telephone: (213) 689-0404
22 Facsimile: (213) 689-0430
 Leonora.Schloss@jacksonlewis.com
23 Andrea.Oxman@jacksonlewis.com
 Martin.vigodnier@jacksonlewis.com
24

25 10.16. **Execution in Counterparts.** This Agreement may be executed in one or more
26 counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this
27 Agreement shall be accepted as an original. All executed counterparts and each of them will be
28 deemed to be one and the same instrument if counsel for the Parties will exchange between

1 themselves signed counterparts. Any executed counterpart will be admissible in evidence to
2 prove the existence and contents of this Agreement.

3 10.17. **Stay of Litigation.** The Parties agree that upon the execution of this Agreement
4 the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further
5 agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the
6 date to bring a case to trial under CCP section 583.310 for the entire period of this settlement
7 process.

8 The Parties agree that, in the event this Settlement is not approved by the Court, or if this
9 Settlement is terminated by either Party under the provisions of this Settlement, the Parties shall
10 request that the Court reopens the proceedings within thirty (30) days.

11 10.18. **Severability.** In the event that one or more of the provisions contained in this
12 Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such
13 invalidity, illegality, or unenforceability shall in no way effect any other provision if Defendant's
14 Counsel and PAGA Counsel, on behalf of the Parties and the Allegedly Aggrieved Employees,
15 mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had
16 never been included in this Agreement.

17
18 **IT IS SO AGREED:**

19 *Gonzalo Moreno*

20 _____
Plaintiff Gonzalo Moreno

21 _____
Defendant Unisource Solutions, Inc.

22 By: _____

23 Its: _____

24 *Vedang J. Patel*

25 _____
David D. Bibiyan

26 Vedang J. Patel

27 Counsel for Plaintiff Gonzalo Moreno

28 _____
Leonora M. Schloss

Andrea F. Oxman

Martin P. Vigodnier

Counsel for Defendant Unisource Solutions,
Inc.

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 litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to 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.

The Parties agree that, in the event this Settlement is not approved by the Court, or if this Settlement is terminated by either Party under the provisions of this Settlement, the Parties shall request that the Court reopens the proceedings within thirty (30) days.

10.18. **Severability.** In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way effect any other provision if Defendant's Counsel and PAGA Counsel, on behalf of the Parties and the Allegedly Aggrieved Employees, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

IT IS SO AGREED:

Jamal Nasserdeen

Plaintiff Gonzalo Moreno

Defendant Unisource Solutions, Inc.

By: *Jamal Nasserdeen*

Its: _____

Leonora Schloss

David D. Bibiyan
Vedang J. Patel
Counsel for Plaintiff Gonzalo Moreno

Leonora M. Schloss
Andrea F. Oxman
Martin P. Vigodnier
Counsel for Defendant Unisource Solutions, Inc.