

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Serena Lopez (“Plaintiff”) and Defendant Post Alarm Systems (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s PAGA lawsuit alleging wage and hour violations against Defendant captioned *Serena Lopez, et al. v. Post Alarm Systems, et al.* initiated on April 12, 2022 and pending in Superior Court of the State of California, County of Los Angeles, Case No. 22STCV12380.
- 1.2. “Administrator” means Simpluris, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.
- 1.4. “Aggrieved Employees” all current and former non-exempt employees of Defendant who worked for Defendant in California any anytime during the PAGA Period.
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendant’s possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.
- 1.7. “Court” means the Superior Court of California, County of Los Angeles.
- 1.8. “Defense Counsel” means Amber S. Healy and Neil M. Katsuyama of Atkinson, Andelson, Loya, Ruud & Romo.
- 1.9. “Effective Date” means the date by which both of the following have occurred: (a) the Court enters a judgment or Approval Order of the PAGA Settlement and (b) the Judgement or Order is final. The Judgment or Approval Order is final as of the latest of the following occurrences: (a) the day the Court enters Judgment and/or the Approval Order, and (b) there are no timely appeals concerning the Judgment and/or Approval Order. If there are any timely appeals concerning the Judgment and/or Approval Order,

the Effective Date shall be the day after the appellate court affirms the Judgment or issues a remittitur.

- 1.10. “Gross Settlement Amount” means \$172,500.00 which is the total amount Defendant agrees to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator’s Expenses Payment.
- 1.11. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.12. “Judgment” means the judgment or order entered by the Court approving this Agreement and PAGA Settlement set forth herein.
- 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: PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement Amount will be allocated 25% to the Aggrieved Employees and 75% to LWDA in settlement of PAGA claims.
- 1.16. “PAGA Counsel” means Roman Otkupman and Nidah Farishta of Otkupman Law Firm, A Law Corporation, 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 such amounts shall not exceed \$56,925 for PAGA Counsel Fees Payment and shall not exceed \$15,000 for PAGA Counsel Litigation Expenses Payment.
- 1.18. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.19. “PAGA Period” means the period from January 10, 2021 through the date the Court grants approval of the Settlement.
- 1.20. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.21. “PAGA Notice” means Plaintiff’s January 10, 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, allocated 25% to the Aggrieved Employees (\$21,393.75) and 75% to LWDA (\$64,181.25) in settlement of PAGA claims.
- 1.23. “Plaintiff” means Serena Lopez, 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 each of its former and present directors, officers, shareholders, owners, members, managing agents, current and/or former employees, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.
- 1.27. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.28. “Defendant” means named Defendant Post Alarm Systems.

2. RECITALS.

- 2.1. On April 12, 2022, Plaintiff commenced this Action by filing a Complaint alleging one cause of action against Defendant for penalties pursuant to Labor Code section 2699(f) for violations of Labor Code sections 226.7, 512, 558, 510, 1194, 1194.2, 226(a)(e), 201-203, and 204(a)(b) (the “Operative Complaint”). Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged.
- 2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave written notice to Defendant and the LWDA by sending the PAGA Notice.
- 2.3. On July 17, 2023, the Parties participated in an all-day mediation presided over by Hon. Steven Denton, which led to this Agreement to settle the Action.
- 2.4. Prior to mediation, Plaintiff obtained, through formal and informal discovery, statistical data, including records of Defendant’s employees, which consisted of wage statements, clock in and clock out times, times taken for meal breaks, wages earned during the relevant pay periods, written policies and procedures on meal breaks, rest breaks,

overtime compensation, the number of pay periods in the PAGA Period, and the total number of aggrieved employees.

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

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Defendant agrees to pay \$172,500.00 and no more as the Gross Settlement Amount. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to 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 Approval Order:

3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 33% of the Gross Settlement (\$56,925.00) and PAGA Counsel Litigation Expenses Payment of not more than \$15,000.00. 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. Any reduction by the Court of the PAGA Counsel Fees Payment or PAGA Counsel Litigation Fees Expense Payment shall not be a material alteration of this Agreement and shall not be subject to appellate review. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

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

3.2.3. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$85,575.00 to be paid from the Gross Settlement Amount, with 75% (\$64,181.25)

allocated to the LWDA PAGA Payment and 25% (\$21,393.75) allocated to the Individual PAGA Payments.

3.2.3.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$21,393.75) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are 126 Aggrieved Employees who worked a total of 2,669 PAGA Pay Periods.

4.2. Aggrieved Employee Data. Within 30 days of the Effective Date, Defendant will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 90 days after the Effective Date.

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

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

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

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

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

5. RELEASES OF CLAIMS. Upon the Effective Date and full funding of the Gross Settlement Amount Plaintiff, PAGA Counsel, and the State of California will release claims against all Released Parties as follows:

5.1 Plaintiff's Release. Plaintiff and her respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the PAGA Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the PAGA Period. Plaintiff

acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them. Plaintiff's release under this Agreement specifically excludes the claims asserted in the action filed by Plaintiff entitled *Serena Lopez v. Post Alarm Systems*, Los Angeles County Superior Court Case No. 22STCV06079 (American Arbitration Association Case No. 01-22-0004-0998); nothing herein affects any rights or remedies that are available to Plaintiff in that case. That case is specifically and expressly carved out of this Agreement's release.

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

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

- 5.2 Release by Aggrieved Employees and the State of California. All Aggrieved Employees and the State of California are deemed to release, on behalf of itself, themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice including but not limited to, for failure to pay minimum, regular, and overtime wages, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to provide one day's rest in a seven-day workweek, failure to pay reporting time pay, failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to provide compliant and accurate wage statements, failure to maintain complete and accurate payroll records, and failure to reimburse necessary business-related expenses and costs, in violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802 and any applicable Industrial Welfare Wage Orders.

- 5.2.1 No Right to Opt-Out or Object. Because this Settlement resolves claims and actions brought pursuant to PAGA by Plaintiff acting as a proxy and as a private attorney general of and for the State of California and the LWDA, the Parties agree that no Aggrieved Employee (including Plaintiff) has the right to exclude themselves from this Settlement, regardless of whether the Aggrieved Employee cashes or otherwise receives any payment from this Settlement. Upon the Effective Date, this Settlement will preclude Aggrieved Employees from pursuing any of the Released Claims against the Released Parties. The Parties also agree that no Aggrieved Employee

(including Plaintiff) has the right to object to the terms of the Settlement Agreement.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

- 6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2))) including: (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (iv) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiff and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.
- 6.2 Responsibilities of Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than 60 days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.
- 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected Simpluris to serve as the Administrator and verified that, as a condition of appointment, Simpluris agrees to be

bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

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

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

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

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

8.1. Waiver of Right to Appeal. Provided the Judgment is consistent with the material terms and conditions of this Agreement, the Parties, their respective counsel waive all rights to appeal from the Judgment and/or Approval Order, 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 or Approval Order, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment or Approval Order becomes final, except as to matters that do not affect the amount of the Gross Settlement Amount.

9. ADDITIONAL PROVISIONS.

9.1. 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).

- 9.2. 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.
- 9.3. Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to 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.
- 9.4. 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.
- 9.5. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 9.6. No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in 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.
- 9.7. 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.
- 9.8. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties and successors of the Aggrieved Employees.
- 9.9. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 9.10. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation

of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

- 9.11. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement. The Parties and their counsel agree that they will not communicate with the press about the fact, amount, or terms of the Settlement. In addition, the Parties and their counsel agree that they will not engage in any advertising or distribute any marketing materials relating to the Settlement, including but not limited to any postings on any websites maintained by Plaintiff's Counsel. Any communication to Aggrieved Employees about the Settlement prior to Court approval of the Settlement will be limited to a statement that a settlement has been reached and the details will be communicated in a written letter to the Aggrieved Employees. However, nothing shall prevent the Parties from informing counsel purporting to represent Aggrieved Employees that the lawsuit has been resolved subject to the approval by the Court. Nothing herein restricts PAGA Counsels' required disclosures and/or submissions of information and/or documents to the LWDA in conformity with the statutory requirements of PAGA and/or at the specific direction of the Court.
- 9.12. Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendant.
- 9.13. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 9.14. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 9.15. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the day sent by e-mail provided they are addressed as follows:

To Plaintiff: roman@olfla.com
 nidah@olfla.com

To Defendant: AHealy@aalrr.com
 Neil.Katsuyama@aalrr.com

SCress@aalrr.com

9.16. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

9.17. 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.

HAVING ELECTED TO EXECUTE THIS SETTLEMENT AGREEMENT, TO FULFILL THE PROMISES, AND TO RECEIVE THE CONSIDERATION SET FORTH ABOVE, PLAINTIFFS AND DEFENDANT, FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTER INTO THIS SETTLEMENT AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date set forth below:

APPROVED AS TO FORM AND CONTENT:

Date: 12/1/2023, 2023

DocuSigned by:



Serena Lopez, Plaintiff
Individually and On Behalf of the State of California
and Aggrieved Employees

POST ALARM SYSTEMS

Date: Dec 8, 2023, 2023

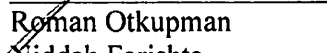


Rob Post (Dec 8, 2023 09:45 PST)

Name: Rob Post
Title: President - Post Alarm Systems

OTKUPMAN LAW FIRM, A LAW CORPORATION

Date: 12/4/23, 2023


Roman Otkupman
Niddah Farishta
Counsel for Plaintiff and the Aggrieved Employees

APPROVED AS TO FORM:

ATKINSON, ANDELSON, LOYA, RUUD & ROMO, APC

Date: December 14, 2023



Amber S. Healy
Neil M. Katsuyama
Attorneys for Defendant Post Alarm Systems

CONFIDENTIAL SETTLEMENT AND GENERAL RELEASE AGREEMENT

This Settlement and General Release Agreement (“Agreement”) is entered into by and between Serena Lopez (“Lopez” or “Plaintiff”) on the one hand, and Post Alarm Systems (“PAS”), on the other hand (collectively referred to as “the Parties”).

RECITALS

- A. Whereas, Lopez was previously employed with PAS.
- B. Whereas, Lopez has asserted claims arising out of her employment with PAS, including wage and hour violations in the matter of *Serena Lopez v. Post Alarm Systems*, American Arbitration Association (“AAA”) Case No: 01-22-0004-0998 and in *Serena Lopez v. Post Alarm Systems*, Los Angeles Superior Court Case No. 22STCV06079 (collectively, the “Action”).
- C. Whereas, Lopez has also filed a separate PAGA lawsuit against PAS for penalties under the Private Attorney General Act in the matter of *Serena Lopez, on behalf of herself and all others similarly situated, and on behalf of the general public v. Post Alarm Systems*, Los Angeles County Superior Court Case No. 22STCV12380 (the “PAGA Lawsuit”). Nothing herein affects any rights or remedies that are available to Lopez in the PAGA lawsuit, except for her individual PAGA claims that were submitted to arbitration under AAA Case No: 01-22-0004-0998.
- D. PAS denies all allegations and all liability of any kind asserted by Lopez in connection with the Action and any claims she has or could have asserted related to, arising out of, or connection in any way with her employment with PAS.
- E. Through this Agreement, and without any admission of wrongdoing or liability by PAS the Parties agree to resolve any and all claims, disputes, and controversies that have arisen or that could arise relating to Lopez’s employment with PAS, other than the claims specifically asserted in the PAGA Lawsuit.

NOW, THEREFORE, in consideration of the terms, conditions and covenants contained herein, the Parties agree as follows:

1. **Settlement Payment.** PAS shall pay to Lopez a total Settlement Payment in the amount of Twenty Thousand Dollars and Zero Cents (\$20,000.00). The Settlement Payment shall be characterized as non-wage damages, penalties and interest. Lopez agrees that she has been paid all wages, remuneration and compensation due in connection with her employment with PAS. The Settlement Payment shall be made payable to “Otkupman Law Firm Client Trust Account.” The entire amount shall be reported solely via IRS Form 1099. The Settlement Payment shall be delivered to Otkupman Law Firm at 5743 Corsa Ave., Suite 123, Westlake Village, CA 91362 no later than ninety (90) days of the Court’s approval of the settlement in the PAGA lawsuit. The term “Settlement Payment” as used herein shall refer only to the amount to be paid to Plaintiff in connection with this Agreement, this Settlement Payment excludes of

any settlement share she may receive in connection with the PAGA Lawsuit.

2. **Tax Payments and Indemnification.** Lopez agrees that Lopez shall be solely responsible for any taxes due as a result of this settlement payment and agrees to indemnify, defend, and hold harmless, PAS for any tax penalties or other charges incurred as a result of any failure on Lopez's part to pay the required taxes for such settlement payment, if any.

3. **Consideration.** Lopez understands and acknowledges that the Settlement Payment is provided solely in exchange for Lopez's execution of this Agreement and the releases and terms contained herein, and that Lopez would not be entitled to this payment without executing this Agreement.

4. **General Release of Claims.** With the exception of the claims asserted in the PAGA lawsuit, Plaintiff, individually and on behalf of her heirs, executors, administrators, representatives, attorneys, successors, and assigns knowingly and voluntarily releases, waives, forever discharges and promises not to sue or otherwise institute, or cause to be instituted, any legal or administrative proceedings of any kind against: PAS, and any and all of PAS's current and former: owners, officers, directors, managing agents, operators, managers, shareholders, partners, members, predecessors, successors, employees, trustees, affiliated or related companies—including DBAs, joint employers, joint venturers, payroll providers, insurers, re-insurers, benefits providers, benefit plan fiduciaries, attorneys, agents, employees, vendors, independent contractors, and assignees thereof (all collectively referred to as "Released Parties"), with respect to any and all liabilities, claims, demands, contracts, debts, obligations and causes of action of any nature, kind, and description, whether in law, equity or otherwise, whether or not now known or ascertained, which currently do or may exist, including, but not limited to, any matter, cause, or claim arising out of or related to facts or events occurring prior to the execution of this Agreement, and/or arising from and relating to Plaintiff's employment with PAS, including, but not limited to, any claims arising under any federal, state or local law or statute, including, but not limited to, those arising under the Age Discrimination in Employment Act of 1967, Fair Labor Standards Act, Americans with Disabilities Act, Rehabilitation Act, Title VII of the Civil Rights Act of 1964, Employee Retirement Income Security Act, National Labor Relations Act, Family and Medical Leave Act, Worker Adjustment and Retraining Notification Act, Immigration Reform and Control Act and the Immigration and Naturalization Act, California Labor Code (including but not limited to Section 132a), California Corporations Code, California Business and Professions Code, California Fair Employment and Housing Act, California Worker Adjustment and Retraining Notification Act, California Family Rights Act, Unruh Act California Constitution, (all as amended); federal and state wage and hour laws; laws of contract and tort; all claims for discrimination, harassment, retaliation, wrongful termination, emotional distress, defamation, libel, slander, invasion of privacy, unfair business practices, misrepresentation, fraud; any claim for recovery of unpaid wages, lost wages, overtime compensation, commissions, bonuses, missed meal and period premiums, benefits, medical expenses, business expenses, severance, penalties, other employment compensation; other economic and non-economic damages, penalties, liquidated damages, compensatory damages, punitive damages, injunctive relief, reinstatement, attorney's fees, costs, expenses and any other statutory or common law claims relating to employment or the recruitment therefor or the termination thereof; any claim for breach of contract, breach of the covenant of good faith and fair dealing, infliction of emotional distress, misrepresentation, invasion of privacy, malicious

prosecution; and recovery of any other type arising under federal, state or local law. This general release is not intended to affect, and does not affect, a release of any claims that may not be waived pursuant to statute or other applicable law (the "Released Claims").

This release does not apply to any claims that cannot be released as a matter of law. Nothing in this Agreement is intended to waive claims for: (i) workers' compensation benefits; (ii) unemployment insurance benefits; (iii) Consolidated Omnibus Budget Reconciliation Act ("COBRA") benefits; (iv) for vested rights under ERISA-covered employee benefit plans as applicable on the date Lopez signs this Agreement; or (v) which cannot be released by private agreement. Nothing in this Release shall be construed as a basis for interfering with Plaintiff right to file a charge with, or participate in an investigation or proceeding conducted by the EEOC, NLRB or any other state, federal, or local government entity or agency; provided, however, if the EEOC, DLSE or any other state, federal, or local government entity or agency commence an investigation, Lopez specifically waives and releases her right, if any, to recover any monetary or other benefits of any sort whatsoever arising from any such investigation and assigns her rights to recovery to PAS.

5. **Waiver of Section 1542.** Plaintiff understands and agrees that Section 4, above, applies to all claims, whether known and unknown by her, and that if she hereafter discovers facts different from or in addition to those which she now knows or believes to be true, that all of the releases, waivers, discharges, and promises not to sue or otherwise institute legal action shall be and remain effective in all respects notwithstanding such different or additional facts or the discovery of such facts. Accordingly, and with the exception of the claims asserted in the PAGA lawsuit, Lopez hereby agrees she fully and forever waives any and all rights and benefits conferred upon her by the provisions of Section 1542 of the California Civil Code which states as follows:

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

Lopez acknowledges the effect and import of this provision has been fully explained, and she is aware of its contents and legal effect. Accordingly, and with the exception of the claims asserted in the PAGA lawsuit, Lopez hereby waives and relinquishes all rights and benefits that she has or might have under section 1542 of the Civil Code of the State of California, to the full extent that she may lawfully waive all such rights and benefits pertaining to the subject matters of this Agreement.

6. **Notice of Settlement; Dismissal of Claims.** No later than 5 calendar days after payment is made by PAS, Lopez shall file a notice of dismissal with prejudice in *Serena Lopez v. Post Alarm Systems, et al.*, Los Angeles County Superior Court Case No. 22STCV06079 and in *Serena Lopez v. Post Alarm Systems*, American Arbitration Association Case No. 01-22-0004-0998, and shall promptly serve conformed copies of such dismissals upon PAS's counsel. A Notice of Settlement shall be filed with AAA no later than 5 calendar days after this Agreement is fully executed.

7. **No Filing or Assignment of Claims.** Excluding the claims specifically asserted in the PAGA Lawsuit, Lopez warrants that there has been no filing, assignment or other transfer of any interest in any claim that Lopez may have against PAS. Lopez agrees to indemnify and hold PAS harmless from any liabilities, claims, demands, damages, costs, expenses, and attorneys' fees incurred by PAS as a result of any such assignment or transfer.

8. **Covenant Not To Sue/No Other Claims/No Participation.**

8.1 To the fullest extent permitted by law, Lopez agrees that aside from the PAGA Lawsuit she has no pending or other disputes, charges or lawsuits against PAS, and she will not file, assist with the filing, initiate the filing, participate in, or instigate the filing of any other or new, lawsuit, complaint, action, or charge of any kind in any state or federal court, or become a party to any proceeding before any local, state, or federal agency asserting any claim, demand, action, cause of action or other right herein released or discharged or become a party to, or participate or recover in, any action or proceeding asserting that PAS and/or Released Parties, individually or collectively, has violated any law. This provision does not waive any right, if any, that cannot lawfully be waived by private agreement. For avoidance of doubt, Lopez represents and warrants that aside from this Action and the PAGA Lawsuit she does not have any pending or prospective claims, suits, charges, grievances or complaints against PAS or the Released Parties, nor grounds for any such claims, suits, charges, grievances, or complaints. The Parties wish to buy their peace from any and all claims of any kind by or on behalf of Lopez by entering into this Agreement. This provision does not waive any right, if any, that cannot lawfully be waived by private agreement.

8.2 This Agreement shall not be used for any other purpose, other than by a Party to this Agreement to enforce its terms, including but not limited to operate as an affirmative defense and/or bar to any future claims.

8.3 Lopez affirms that she has not been retaliated against for reporting any allegations of wrongdoing by PAS or any of its officers, directors, or employees, and which claims are expressly released by this Agreement.

8.4 Lopez further affirms that PAS's actions regarding her employment through the date her employment with PAS ended were not discriminatory based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, medical condition, age, pregnancy, denial of medical and family care leave, whistleblower complaints or reporting, or any other classification protected by law, and which claims are expressly released by this Agreement.

8.5 Lopez affirms that as of the date she signs this Agreement, she is not Medicare eligible (i.e., is not 65 years of age or older; is not suffering from end-stage renal failure; has not received Social Security Disability Insurance benefits for 24 months or longer, etc.). Nonetheless, if the Centers for Medicare & Medicaid Services (the "CMS") (this term includes any related agency representing Medicare's interests) determines that Medicare has an interest in the payment to Plaintiff under this Agreement, Plaintiff agrees to indemnify, defend, and hold PAS and/or the Released Parties harmless from any action by the CMS relating to medical expenses of Lopez. Further, Lopez agrees to waive any and all future actions against the Released Parties for any private cause of action for damages pursuant to 42 U.S.C. §

1395y(b)(3)(A).

9. **No Expectation of Future Employment/Acknowledgements.** Lopez acknowledges and agrees that she has no expectation of future employment with PAS and the Released Parties, and she has received no promises of future employment with PAS and the Released Parties. Lopez knowingly and voluntarily waives all rights she may have under federal or state law to reinstatement, re-hire, or recall of her employment with PAS and the Released Parties, and each of them. Lopez agrees that she will not knowingly seek or accept future employment with PAS or its parents, subsidiaries, and other corporate affiliates or with any successor or assign. Lopez agrees that if PAS or its parents, subsidiaries, and other corporate affiliates or any successor or assign declines to employ Lopez, they shall not be liable for any damages.

10. **No Admission of Liability.** Lopez understands that PAS wholly denies the allegations raised by Lopez against PAS in this Action, and that nothing contained herein shall be deemed to be an admission by PAS of any obligation or liability concerning the subject matter of this Agreement.

11. **Confidentiality.** Lopez understands and agrees that the terms of this Agreement are to remain strictly confidential and are to be made known only to Lopez's spouses/registered domestic partners, her attorneys, insurers, accountants, financial advisors, and/or tax preparers, and/or to government tax authorities upon request. Neither Lopez nor her spouses/registered domestic partners, accountants, financial advisors, or tax preparers will reveal, disclose, divulge, advertise, post on social media, or discuss, directly or indirectly, with any person or any entity, in public or in private, the manner in which the dispute has been resolved, the nature of the dispute, the Settlement Amount, or any terms of the settlement whatsoever. However, in response to an unsolicited inquiry about the resolution of the dispute, Lopez may state, "The matter has been resolved." Lopez further understands and expressly agrees that she will do nothing to disparage, nor make any negative statements about PAS, the Released Parties and/or any of their members, shareholders, officers, directors, parents, subsidiaries, affiliates, predecessors, successors, heirs, executors, administrators, trustees, principals, owners, beneficiaries, assigns, partners, joint venturers, joint employers, agents, managing agents, servants, employees, former employees, representatives, attorneys, and insurers, and each of them, in any communications, including but not limited to, posting or making any disparaging or negative comments on any social media platform and the internet, after the date of this Agreement. Lopez and her attorneys each understand and agree that this paragraph contains essential and material terms of this Agreement and that any breach of this paragraph is a material breach of this Agreement. Lopez further agrees that she and her attorneys shall not publicize this settlement or Agreement in any manner, even anonymously, including, without limitation, reporting to Jury Verdicts or any other reporting services. Nothing in this agreement prevents Lopez from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that she has reason to believe is unlawful.

11.1 Lopez further agrees that she and her attorneys shall not publicize this settlement or Agreement in any manner, even anonymously, including, without limitation, on their website, social media of any kind including but not limited to Twitter, Facebook, TikTok, or Instagram,

blogs, micro-blogs, vlogs or any other media, including, reporting to Jury Verdicts or any other reporting services.

11.2 In the event that Lopez causes or permits any violation of Paragraphs 11 and/or 11.1 of this Agreement, Lopez agrees to be liable to PAS for, and pay, the sum of Five Hundred Dollars and Zero Cents (\$500.00) per proven breach. Lopez acknowledges that liquidated damages under California Civil Code section 1671 are appropriate for this case because: (a) the Parties recognize that the monetary value of any damage from a proven breach of Paragraphs 11 and 11.1 of this Agreement would be impracticable and extremely difficult to determine with certainty; and (b) only by agreeing upon a liquidated damages provision can the Parties avoid the cost and delay in proving damages. The Parties further acknowledge that the amount specified in this liquidated damages provision is a reasonable estimate of what such damages might be under the circumstances that exist at the time of the execution of this Agreement. Further, if Lopez causes or permits a violation of Paragraphs 11 and/or 11.1 of this Agreement, the Parties and each of them agree that PAS and the Released Parties shall also be entitled to injunctive relief to prevent further violation(s) of this Agreement. Any limited disclosure of certain terms for the purpose of enforcing the Settlement Agreement does not impact or otherwise waive the confidentiality required under Paragraph 11 and 11.1.

11.3 Nothing in this Agreement shall be construed to prevent disclosure of confidential information as may be required by applicable law or regulation, or pursuant to the valid order of court of competent jurisdiction or an authorized government agency, provided that the disclosure does not exceed the extent of disclosure required by such law, regulation, or order. Plaintiff shall promptly provide written notice of any such order to counsel for PAS at Atkinson, Andelson, Loya, Ruud & Romo APC via e-mail at AHealy@aallrr.com.

11.4 Nothing in this Agreement prohibits or restricts Plaintiff's testimony in an administrative, legislative, or judicial proceeding, as requested by court order, subpoena, or written request from an administrative agency or the legislature, regarding alleged criminal conduct or alleged sexual harassment on the part of PAS, including its employees or agents.

11.5 Nothing in this Agreement in any way prohibits or is intended to restrict or impede Plaintiff from discussing the terms and conditions of their employment with co-workers or union representatives/exercising protected rights under Section 7 of the National Labor Relations Act ("NLRA")/exercising protected rights to the extent that such rights cannot be waived by agreement, or otherwise disclosing information as permitted by law.

12. Legal Construction.

12.1 This Agreement shall be construed without regard to the identity of the persons who drafted its various provisions; each and every provision of this Agreement shall be construed as if each of the Parties participated equally in the drafting of the same, and any rule of construction that a document is to be construed against the drafting Party shall not be applicable to this Agreement.

12.2 This Agreement shall be construed as though entered into and to be performed in the County of Los Angeles, State of California. Any lawsuit, action, petition, motion, or other

proceeding, including, but not limited to any lawsuit, action, petition, motion, or proceeding to interpret, construe, enforce, rescind, or revoke this Agreement shall be brought, venued, and conducted in the Superior Court of the State of California for the County of Los Angeles. By this Agreement, the Parties each hereby consent and submit to the jurisdiction of the Superior Court of the State of California in and for the County of Los Angeles with respect to any lawsuits, action, petition, motion, or proceeding arising out of this Agreement. The Parties further agree that this Agreement is binding and enforceable and that the Superior Court of the State of California in and for the County of Los Angeles shall have jurisdiction to enforce the terms and conditions of this Agreement.

12.3 The paragraph and section headings herein have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction.

12.4 No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision of this Agreement, whether or not similar, nor shall any waiver constitute a continuing waiver unless expressly stated in writing by the Party to be charged. In the event any one or more provisions of this Agreement shall be declared to be illegal or unenforceable, such illegality or unenforceability shall not affect the validity or the enforceability of any other provisions of this Agreement, and the illegal or invalid provisions shall be construed as limited to the minimum extent possible to cure said illegality or invalidity.

12.5 Whenever in this Agreement the context may so require, the masculine gender shall be deemed to refer to and include the feminine and neuter, and the singular shall refer to and include the plural, and vice versa.

12.6 If any provision of this Agreement is found by a court or arbitral authority of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, or enforceable only if modified, such finding shall not affect the validity of the remainder of this Agreement, which shall remain in full force and effect and continue to be binding on the Parties

13. Execution in Counterpart and Email and Facsimile Signatures. This Agreement may be executed in one or more counterparts, which shall constitute one binding agreement. Transmittal and receipt of an email or facsimile copy of this Agreement with the email or facsimile signatures shall be binding on the Parties hereto. Signature by DocuSign shall have the same force and effect as the 'wet' signatures.

14. Successors in Interest. This Agreement shall be binding upon and inure to the benefit of all agents, employees, officers, directors, shareholders, predecessors, successors, affiliates, assigns, executors, administrators, personal representatives, heirs and other successors in interest of the Parties hereto.

15. California Law to Govern; Venue in California. This Agreement shall be governed by California law. Any dispute arising under this Agreement shall be brought in Los Angeles County, California.

16. No Modification. This Agreement contains the entire agreement between the

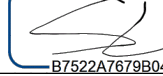
Parties and may not be altered, amended, or modified in any respect, except by a writing duly executed by Lopez and the President of PAS. All other prior agreements and understandings, oral agreements, and writings are expressly superseded hereby and are of no further force or effect.

17. **Opportunity to Consult Counsel.** Lopez agrees that Lopez has been given the opportunity to consult counsel regarding the contents of this Agreement, and that Lopez has sought the advice of counsel to the extent Lopez believes it necessary to do so prior to entering into this Agreement.

18. **Voluntary and Knowing Execution.** The Parties acknowledge that they each have the right to enter into this Agreement, and that they each enter into this Agreement knowingly and voluntarily, with full understanding of its terms.

DATED: 12/1/2023

DocuSigned by:


B7522A7679B041C...

Serena Lopez

DATED: Dec 8, 2023



Rob Post (Dec 8, 2023 09:45 PST)

Post Alarm Systems

By: Rob Post

Settlement Agreement_Plaintiff Executed

Final Audit Report

2023-12-08

Created:	2023-12-08
By:	Shawn Cress (SCress@aalrr.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAQPVesosO1ou1Efmsj3ho7nn9cpnpWu0g

"Settlement Agreement_Plaintiff Executed" History

 Document digitally presigned by DocuSign\, Inc. (enterprisesupport@docusign.com)
2023-12-01 - 10:20:07 PM GMT

 Document created by Shawn Cress (SCress@aalrr.com)
2023-12-08 - 4:54:31 PM GMT

 Document emailed to Rob Post (rpost@postalarm.com) for signature
2023-12-08 - 5:18:12 PM GMT

 Email viewed by Rob Post (rpost@postalarm.com)
2023-12-08 - 5:45:16 PM GMT

 Document e-signed by Rob Post (rpost@postalarm.com)
Signature Date: 2023-12-08 - 5:45:49 PM GMT - Time Source: server

 Agreement completed.
2023-12-08 - 5:45:49 PM GMT