

BOYAMIAN LAW, INC.

Michael H. Boyamian, SBN 256107
550 North Brand Boulevard, Suite 1500
Glendale, California 91203
T: (818) 547-5300 | F: (818) 547-5678
E-mail: michael@boyamianlaw.com

Attorneys for Plaintiff JOSE LUIS TREJO, individually
and on behalf of all others similarly situated

SUPERIOR COURT FOR THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF RIVERSIDE

JOSE TREJO, individually, and on behalf of
all others similarly situated,

Plaintiff,

vs.

ANDERSON CHARNECKY STRUCTURAL
STEEL, INCORPORATED., a California
corporation; KEVIN M. CHARNECKY, an
individual; and DOES 1 through 25, inclusive,

Defendants.

Case No. CVRI2201955

[Action Filed: May 12, 2022]

**JOINT STIPULATION OF
SETTLEMENT OF PAGA ACTION AND
RELEASE OF PAGA CLAIMS**

1 This Joint Stipulation of Settlement of PAGA Action and Release of PAGA Claims is entered
2 into by and between Plaintiff JOSE TREJO (hereinafter "Plaintiff"), in his representative capacity
3 on behalf of the State of California and fellow Aggrieved Employees, and Defendant ANDERSON
4 CHARNESKY STRUCTURAL STEEL, INC. and KEVIN M. CHARNESKY (hereinafter
5 "Defendants"):

6 **I. DEFINITIONS**

- 7 A. "Action" shall mean the case of *Jose Trejo v. Anderson Charnesky Structural Steel,*
8 *Inc.*, filed on May 12, 2022, in Riverside Superior Court, Case No. CVRI2201955.
9
10 B. "Aggrieved Employees" shall mean non-exempt hourly paid warehouse employees
11 of Defendants employed in California during the PAGA Period. Aggrieved
12 Employees will not include Defendants' administrative staff and unionized
13 employees who do not work at Defendants' premises.
14
15 C. "Agreement" or "Settlement Agreement" means this Joint Stipulation of Settlement
16 of PAGA Action and Release of PAGA Claims.
17
18 D. "Court" means the Superior Court for the State of California, County of Riverside
19 presiding over the Action.
20
21 E. "Defendants" shall mean ANDERSON CHARNESKY STRUCTURAL STEEL,
22 INCORPORATED, a California Corporation, and KEVIN CHARNESKY, an
23 individual.
24
25 F. "Effective Date" means the date upon which both of the following have occurred: (i)
26 approval of the PAGA Settlement is granted by the Court, and (ii) the Court's
27 Judgment approving the PAGA Settlement becomes Final. Final shall mean the latest
28 of: (i) if there is an appeal of the Court's Judgment, the date the Judgment is affirmed
on appeal, the date of dismissal of such appeal, or the expiration of the time to file a
petition for writ of certiorari to the United States Supreme Court or California

1 Supreme Court; (ii) if a petition for writ of certiorari is filed, the date of denial of the
2 petition for writ of certiorari, or the date the Judgment is affirmed pursuant to such
3 petition; or (iii) if no appeal is filed, the Court's Judgment approving the PAGA
4 Settlement;

5
6 G. "Employee Data" means information regarding the Aggrieved Employees that
7 Defendant will in good faith compile from its records and provide to the Settlement
8 Administrator. It shall be formatted in the manner requested by the Settlement
9 Administrator and shall include sufficient information to effectuate this settlement,
10 including but not limited to: each Aggrieved Employee's full name; last known
11 address; Social Security Number; and the number of Pay Periods worked during the
12 PAGA Period.

13
14 H. "Funding Date" shall mean the date the PAGA Fund is fully funded by Defendants
15 into the QSF in accordance with the terms of this Agreement, and which shall be in
16 accordance with Paragraph III(A) below.

17 I. "LWDA" means the California Labor and Workforce Development Agency.

18 J. "Net Settlement Amount" or "NSA" means the amount remaining from the PAGA
19 Fund after deducting the Settlement Administration Cost and the Plaintiffs' Counsel
20 Award. The NSA shall be used to satisfy Plaintiffs' claims for civil penalties arising
21 under PAGA asserted on behalf of the Aggrieved Employees and the LWDA.
22 Twenty-five percent (25%) of the NSA shall be allocated to the Aggrieved Employees
23 ("Aggrieved Employee Payment") and distributed based on the pro rata number of
24 Pay Periods worked by each Aggrieved Employee during the PAGA Period. Seventy-
25 five percent (75%) of the NSA shall be paid to the LWDA ("LWDA Payment").
26
27
28

- 1 K. "Notice of PAGA Settlement" means the notice to be provided to the Aggrieved
2 Employees by the Settlement Administrator in the form set forth as Exhibit A to this
3 Agreement.
- 4 L. "PAGA" means the California Labor Code Private Attorneys General Act of 2004,
5 Labor Code § 2698, *et seq.*
- 6 M. "PAGA Fund" means Five Hundred and Five Thousand Dollars and Zero Cents
7 (\$505,000.00), which Defendants shall pay into the QSF in connection with this
8 Settlement, inclusive of the LWDA Payment, Aggrieved Employee Payments,
9 Plaintiff's Counsel Award, Plaintiffs' Counsel's expenses, and the Settlement
10 Administration Costs.
- 11 N. "PAGA Payment Ratio" means the respective Pay Periods worked during the PAGA
12 Period for each Aggrieved Employee divided by the total of the Pay Periods for all
13 Aggrieved Employees during the PAGA Period.
- 14 O. "PAGA Period" means the period between March 30, 2021, to the earlier of the date
15 the settlement is approved by the Court, or June 30, 2023.
- 16 P. "Parties" means Plaintiff and Defendants, collectively, and "Party" shall mean either
17 Plaintiff or Defendants, individually.
- 18 Q. "Pay Period" for purposes of calculating the distribution of the Aggrieved Employee
19 Payment, as defined herein, means any bimonthly pay period in which Aggrieved
20 Employees received wages during their employment with Defendant during the
21 PAGA Period.
- 22 R. "Plaintiff" or "PAGA Representative" shall mean JOSE TREJO.
- 23 S. "Plaintiff's Counsel" shall mean Michael Boyamian of Boyamian Law, Inc. ("BL").
- 24
25
26
27
28

- 1 T. "Plaintiff's Counsel Award" means the award of attorneys' fees and reimbursement
2 of litigation expenses that the Court authorizes to be paid to Plaintiff's Counsel for
3 the services they have rendered to Plaintiff, the State of California, and the Aggrieved
4 Employees consisting of attorneys' fees not to exceed one-third (33.33%) of the
5 PAGA Fund *plus* actually incurred litigation costs up to \$20,000.00 as documented
6 by Plaintiff's Counsel's billing records. Plaintiff's Counsel's application for the
7 Plaintiffs' Counsel Award is subject to Court approval, and a reduction in attorneys'
8 fees or costs awarded by the Court is not a basis for Plaintiff to void, rescind, or
9 terminate this Agreement.
10
- 11 U. "QSF" means the Qualified Settlement Fund established, designated, and maintained
12 by the Settlement Administrator to fund the PAGA Fund.
13
- 14 V. "Released PAGA Claims" shall mean all claims for civil penalties, fees, and costs
15 under PAGA based on the facts and theories alleged in the notice letter Plaintiff sent
16 to the LWDA on March 30, 2022, and the operative Complaint filed in the Action.
17
- 18 W. "Released Parties" shall mean Defendants, and its former and present parents,
19 subsidiaries, and affiliates, and their current and former officers, directors, employees,
20 partners, shareholders, and agents, and the predecessors and successors, assigns, and
21 legal representatives of all such entities and individuals.
- 22 X. "Settlement" means the disposition of the Action pursuant to this Agreement.
- 23 Y. "Settlement Administrator" means ILYM Group Inc., 14771 Plaza Drive, Ste. L,
24 Tustin, CA 92780; Tel: 1-888-250-6810; Fax: 1-888-845-6185. The Settlement
25 Administrator establishes, designates, and maintains a QSF under Internal Revenue
26 Code section 468B and Treasury Regulation section 1.468B-1 into which the amount
27 of the PAGA Fund is deposited for the purpose of resolving the claims in the Action
28

1 on behalf of the LWDA and the Aggrieved Employees. The Settlement Administrator
2 shall maintain the funds until distribution in an account(s) segregated from the assets
3 of Defendant and any person related to Defendants. *All accrued interest shall be paid*
4 *and distributed to the Aggrieved Employees as part of their respective share of the*
5 *Aggrieved Employee Payment.* The Parties each represent that they do not have any
6 financial interest in the Settlement Administrator or otherwise have a relationship
7 with the Settlement Administrator that could create a conflict of interest.
8

9 Z. "Settlement Administration Costs" means the amount to be paid for the costs of
10 administration of the Settlement from the PAGA Fund not to exceed Four Thousand
11 Dollars (\$4,000.00).
12

13 **II. RECITALS**

14 A. On March 30, 2022, Plaintiff filed a Notice of Violations with the Labor and
15 Workforce Development Agency (LWDA) (the "PAGA Notice") and served the same
16 on Defendants.

17 B. On May 12, 2022, Plaintiff filed a Class Action Complaint against Defendant ACSS
18 in the Superior Court of the State of California, County of Riverside, Case No.
19 CVRI2201955 alleging a class action claims for Failure to Pay Compensation for
20 All Hours Worked, Failure to Pay Overtime Compensation, Failure to Pay
21 Minimum Wage, Failure to Provide Meal and Rest Periods, Failure to Furnish
22 Accurate Wage and Hour Statements, Failure to Ensure Safety in Employment,
23 Indemnification, Unfair Competition, Failure to Provide Personnel File

24 C. On July 27, 2022, Plaintiff filed a First Amended Complaint adding an additional
25 cause of action for violation of the Private Attorneys General Act (PAGA) and
26 adding Kevin M. Charnesky as an individual defendant;
27

28 D. On October 28, 2022, after the Parties uncovered that Plaintiff had signed an

1 arbitration agreement which carved out the PAGA claim, Plaintiff caused to be filed
2 and to which the Court entered an Order upon, a Request for Dismissal dismissing
3 his class claims without prejudice and leaving only a singular cause of action for
4 civil penalties under PAGA (the "PAGA Action");

5 E. Defendants deny the allegations in PAGA Action and PAGA Notice, deny any
6 failure to comply with the laws identified in in the operative complaint in the PAGA
7 Action and PAGA Notice, and denies any and all liability for any of the causes of
8 action pled and facts asserted in the Action and PAGA Notice.

9 F. On June 14, 2023, the Parties participated in an all-day mediation presided over by
10 the Hon. Carl J. West (Ret.), a highly regarded mediator of wage and hour PAGA
11 Actions.

12 G. Prior to mediation, Plaintiff's Counsel diligently investigated the claims against
13 Defendants, including any and all applicable defenses and the applicable law. This
14 investigation included, *inter alia*, the exchange of informal discovery, review of
15 numerous corporate policies and practices, and analyzing a sampling of the time and
16 payroll records for the putative class. Plaintiff's Counsel's investigation was
17 sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker*
18 *Retail, Inc.*, 48 Cal.App.4th 1794, 1801 (1998) and *Kullar v. Foot Locker Retail, Inc.*,
19 168 Cal.App.4th 116, 129-130 (2008).

20
21 H. After a full day of negotiations, the mediation concluded with a settlement wherein
22 the Parties agreed to the key terms of a settlement which was later memorialized in
23 the Memorandum of Understanding and signed by all Parties;

24
25 I. This Agreement replaces and supersedes any other agreements, understandings, or
26 representations between the Parties. This Agreement represents a compromise and
27 settlement of highly disputed claims. Nothing in this Agreement is intended or will
28

1 be construed as an admission by Defendants that the claims in the Action of Plaintiff
2 or the Aggrieved Employees have merit or that Defendants bear any liability to
3 Plaintiff or the Aggrieved Employees on those claims or any other claims, or as an
4 admission by Plaintiffs that Defendant's defenses in the Action have merit.
5

6 Based on these Recitals that are a part of this Agreement, the Parties agree as follows:

7 **III. TERMS OF AGREEMENT**

8 A. Settlement Consideration and Settlement Payments by Defendant.

- 9 1. Settlement Consideration. In full and complete settlement of the Action, and
10 in exchange for the releases set forth below, Defendant will pay the PAGA
11 Fund of Five Hundred and Five Thousand Dollars and Zero Cents
12 (\$505,000.00) within thirty (30) calendar days of the Effective Date of the
13 Settlement by depositing the funds to the QSF. The Parties agree that this is
14 a non-reversionary Settlement and that no portion of the PAGA Fund shall
15 revert to Defendants. Except as provided for in Section III(A)(2), Defendants
16 shall not be required to pay more or less than the PAGA Fund.
17
18 2. Number of Aggrieved Employees and Pay Periods. It is estimated that there
19 are approximately 146 Aggrieved Employees who worked an aggregate total
20 of 4,000 Pay Periods ("Projected Pay Periods") during the PAGA Period. In
21 regard hereto, Defendants will provide a declaration under penalty of perjury
22 confirming the number of Aggrieved Employees and Pay Periods worked by
23 the Aggrieved Employees prior to filing of the motion for PAGA Approval.
24
25 3. Settlement Payment. Defendants shall pay, via wire transfer or check, the
26 PAGA Fund to the Settlement Administrator on or before the Funding Date.
27
28

1 B. PAGA Release. As of the Funding Date, in exchange for the consideration set forth in
2 this Agreement, Plaintiff, the LWDA and the State of California shall release the
3 Defendants from the Released PAGA Claims for the PAGA Period.

4 C. Conditions Precedent: This Settlement will become final and effective only upon (1)
5 the Court entering judgment pursuant to either the Parties' Motion for Settlement
6 Approval or Joint Stipulation re: Settlement Approval, and (2) Defendants fully
7 funding the PAGA Fund.

8 D. Nullification of Settlement Agreement. If this Settlement Agreement is not approved
9 by the Court, fails to become effective, or is reversed, withdrawn, or in any way
10 prevents or prohibits Defendants from obtaining a complete resolution of the Released
11 PAGA Claims, or if Defendants fail to fully fund the PAGA Fund:

12 1. This Settlement Agreement shall be void *ab initio* and of no force or effect,
13 and shall not be admissible in any judicial, administrative, or arbitral
14 proceeding for any purpose or with respect to any issue, substantive or
15 procedural; and

16 2. None of the Parties to this Settlement will be deemed to have waived any
17 claims, objections, defenses, or arguments in the Action.

18 E. Tax Liability. Defendants make no representations as to the tax treatment or legal
19 effect of the payments called for in this Agreement. Plaintiff and the Aggrieved
20 Employees are not relying on any statement or representation by the Parties in this
21 regard. Plaintiff and Aggrieved Employees understand and agree that they will be
22 responsible for the payment of any taxes and penalties assessed on their respective
23 share of the Aggrieved Employee Payments and will be solely responsible for any
24
25
26
27
28

1 penalties or other obligations resulting from their personal tax reporting of the
2 Aggrieved Employees Payments.

3 F. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section,
4 the “acknowledging party” and each Party to this Agreement other than the
5 acknowledging party, an “other party”) acknowledges and agrees that: (1) no provision
6 of this Agreement, and no written communication or disclosure between or among the
7 Parties or their attorneys and other advisers, is or was intended to be, nor shall any
8 such communication or disclosure constitute or be construed or be relied upon as, tax
9 advice within the meaning of United States Treasury Department circular 230 (31 CFR
10 part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his,
11 her or its own, independent legal and tax counsel for advice (including tax advice) in
12 connection with this Agreement, (b) has not entered into this Agreement based upon
13 the recommendation of any other Party or any attorney or advisor to any other Party,
14 and (c) is not entitled to rely upon any communication or disclosure by any attorney
15 or adviser to any other party to avoid any tax penalty that may be imposed on the
16 acknowledging party, and (3) no attorney or adviser to any other Party has imposed
17 any limitation that protects the confidentiality of any such attorney’s or adviser’s tax
18 strategies (regardless of whether such limitation is legally binding) upon disclosure by
19 the acknowledging party of the tax treatment or tax structure of any transaction,
20 including any transaction contemplated by this Agreement.

21
22
23
24 G. Settlement Administrator. The Settlement Administrator shall be responsible for:
25 establishing and administering the QSF; calculating, processing and mailing payments
26 to Plaintiff’s Counsel, LWDA, and Aggrieved Employees; printing and mailing the
27 Notice of PAGA Settlement to the Aggrieved Employees as directed by the Court;
28

1 calculating, and distributing tax forms for the Aggrieved Employee Payments;
2 providing declaration(s) as necessary in support of approval of this Settlement; and
3 other tasks as the Parties mutually agree or the Court orders the Settlement
4 Administrator to perform. The Settlement Administrator shall keep the Parties timely
5 apprised of the performance of all Settlement Administrator responsibilities.
6

7 H. Employee Data. No later than thirty (30) calendar days after the Effective Date,
8 Defendants shall provide the Settlement Administrator with the Employee Data. The
9 Employee Data will be treated as confidential, disclosed only to the Settlement
10 Administrator, and used for settlement purposes only.

11 I. Calculation of Individual Payments to the Aggrieved Employees. Using the Employee
12 Data, the Settlement Administrator shall add up the total number of Pay Periods for all
13 Aggrieved Employees during the PAGA Period. The respective Pay Periods for each
14 Aggrieved Employee will be divided by the total Pay Periods for all Aggrieved
15 Employees, resulting in the "PAGA Payment Ratio" for each Aggrieved Employee.
16 Each Aggrieved Employee's PAGA Payment Ratio will then be multiplied by the
17 Aggrieved Employee Payment to calculate each Aggrieved Employee's estimated
18 share of the Aggrieved Employee Payment.
19

20 1. Allocation of Individual Aggrieved Employee Payments. For tax purposes,
21 individual Aggrieved Employee Payments shall be allocated and treated 100%
22 as penalties and interest. The individual Aggrieved Employee Payments shall
23 not be subject to wage withholdings and shall be reported on IRS Form 1099.
24

25 2. No Credit Toward Benefit Plans. The individual Aggrieved Employee
26 Payments made to the Aggrieved Employees under this Settlement
27 Agreement, as well as any other payments made pursuant to this Settlement
28

1 Agreement, will not be utilized to calculate any additional benefits under any
2 benefit plans to which any Aggrieved Employee may be eligible, including,
3 but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock
4 purchase plans, vacation plans, sick leave plans, PTO plans, and any other
5 benefit plan. Rather, it is the Parties' intention that this Settlement Agreement
6 will not affect any rights, contributions, or amounts to which any Aggrieved
7 Employee may be entitled under any benefit plans.
8

9 3. Mailing. Individual Aggrieved Employee Payments shall be mailed by
10 regular First-Class U.S. Mail to the Aggrieved Employees' last known mailing
11 address no later than seven (7) calendar days after receipt of the Settlement
12 Consideration as provided in paragraph III(A) above. Upon receipt of the
13 Employee Data, the Settlement Administrator will perform a search based on
14 the National Change of Address Database to update and correct any known or
15 identifiable address changes. No later than fourteen (14) calendar days after
16 receiving the Employee Data from Defendant, the Settlement Administrator
17 shall mail Individual Aggrieved Employee Payments to all Aggrieved
18 Employees via regular First-Class U.S. Mail. The Settlement Administrator
19 shall exercise its best judgment to determine the current mailing address for
20 each Aggrieved Employee. The address identified by the Settlement
21 Administrator as the current mailing address shall be presumed to be the best
22 mailing address for each Aggrieved Employee.
23

24 4. Undeliverable Aggrieved Employee Payments. Any Individual Aggrieved
25 Employee Payments returned to the Settlement Administrator as non-
26 delivered on or before the check cashing expiration deadline shall be re-mailed
27
28

1 to any forwarding address provided within seven (7) days of receiving the
2 returned notice. If no forwarding address is provided, the Settlement
3 Administrator shall promptly attempt to determine a correct address by lawful
4 use of skip-tracing, or other search using the name, address and/or Social
5 Security number of the Aggrieved Employee involved, and shall then perform
6 a re-mailing, if another mailing address is identified by the Settlement
7 Administrator. In addition, if any Individual Aggrieved Employee Payment,
8 which is addressed to any Aggrieved Employee who is currently employed by
9 Defendants, is returned to the Settlement Administrator as non-delivered and
10 no forwarding address is provided, the Settlement Administrator shall notify
11 Defendants. Defendants will request that the currently employed Aggrieved
12 Employee provide a corrected address and transmit to the Administrator any
13 corrected address provided by the Aggrieved Employee. Aggrieved
14 Employees who received a re-mailed Individual Aggrieved Employee
15 Payment shall have their check expiration deadline extended fifteen (15) days
16 from the original check expiration deadline.

- 17
18
19 5. Check Expiration Deadline. Any checks issued to Aggrieved Employees shall
20 remain valid and negotiable for one hundred and eighty (180) days from the
21 date of their issuance. If an Aggrieved Employee does not cash his or her
22 settlement check within ninety (90) days, the Settlement Administrator will
23 send a letter to such persons, advising that the check will expire after the 180th
24 day, and invite that Aggrieved Employee to request reissuance in the event the
25 check was destroyed, lost, or misplaced. In the event Aggrieved Employee
26 Payment checks have not been cashed within one hundred and eighty (180)
27
28

1 days, such funds will escheat to the State of California's Controller, to be held
2 in the name of each expired check payee, pursuant to applicable unclaimed
3 property laws. The Parties agree that this disposition results in no "unpaid
4 residue" under California Code of Civil Procedures section 384 as the entire
5 Net Settlement Amount will be paid out to Aggrieved Employees, whether or
6 not they all cash their settlement checks. Therefore, Defendants will not be
7 required to pay any interest on such amounts.
8

9 6. LWDA Payment. The Settlement Administrator shall transmit the LWDA
10 Payment to the LWDA as one lump sum payment, if by check, certified mail
11 return receipt requested to Plaintiffs' Counsel, within thirty (30) calendar days
12 of the PAGA Fund being funded in full.
13

14 7. Plaintiff's Counsel Award. Defendants understand a request by Plaintiff's
15 Counsel for attorneys' fees not to exceed one-third of the PAGA Fund
16 (currently estimated to be \$168,333.33) plus costs and expenses supported by
17 declaration not to exceed Twenty Thousand Dollars (\$20,000.00), from the
18 PAGA Fund will be made. Any portion of the requested Plaintiff's Counsel
19 Award that is not awarded to Plaintiff's Counsel shall be part of the Net
20 Settlement Amount and shall be placed in the NSA and distributed to the
21 LWDA and the Aggrieved Employees as provided in this Agreement. The
22 Settlement Administrator shall distribute and pay the Plaintiff's Counsel
23 Award to Plaintiff's Counsel from the PAGA Fund no later than fifteen (15)
24 calendar days after the PAGA Fund being funded in full. Plaintiff's Counsel
25 shall be solely and legally responsible to pay all applicable taxes on the
26 payment made pursuant to this paragraph. The Settlement Administrator shall
27
28

1 issue an IRS Form 1099 — MISC to Plaintiff's Counsel for the payments
2 made pursuant to this paragraph. In the event that the Court reduces or does
3 not approve the requested Plaintiff's Counsel Award, Plaintiff and Plaintiff's
4 Counsel shall not have the right to revoke the Settlement, or to appeal such
5 order, and the Settlement will remain binding.
6

7 8. Settlement Administration Costs. The Settlement Administrator shall be paid
8 for the costs of administration of the Settlement from the PAGA Fund. The
9 estimate of the Settlement Administration Costs is \$3,950.00. The Settlement
10 Administrator shall be paid the Settlement Administration Costs no later than
11 fifteen (15) calendar days after the PAGA Fund being funded in full.
12

13 J. Approval Motion. Plaintiff's Counsel and Plaintiff shall use best efforts to file with
14 the Court a Motion for Settlement Approval and Entering Judgment Finally
15 Approving Settlement, within sixty (60) days following the execution of this
16 Agreement.
17

18 K. Notice of Settlement to LWDA. In connection with the Motion for Approval of
19 PAGA Settlement and/or Joint Stipulation re: Settlement Approval, Plaintiff's
20 Counsel shall submit this Agreement to the LWDA pursuant to California Labor Code
21 section 2699(l)(2). Plaintiff's Counsel shall within ten (10) days after the entry of the
22 judgment or order approving this Settlement, submit the order approving the
23 Settlement to the LWDA pursuant to California Labor Code section 2699(l)(3).
24

25 N. Review of Motion for Settlement Approval. Plaintiff's Counsel will provide an
26 opportunity for Counsel for Defendants to review the Motion for Settlement Approval,
27 including the Order Granting Approval of the Settlement, and Judgment Finally
28 Approving Settlement 5 days before filing with the Court. The Parties and their

counsel will cooperate with each other and use their best efforts to affect the Court's approval of the Motion for Approval of the Settlement, and entry of Judgment.

O. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts to implement the Settlement.

P. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action, except such proceedings necessary to implement and complete the Settlement.

Q. Amendment or Modification. This Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest.

R. Entire Agreement. Except for Plaintiff's individual settlement agreement with Defendants, which resolve Plaintiff's individual claims and shall not affect this Agreement in any way, this Agreement and any attached Exhibit constitute the entire Agreement among these Parties, and no oral or written representations, warranties or inducements have been made to any Party concerning this Agreement or its Exhibit other than the representations, warranties and covenants contained and memorialized in this Agreement and its Exhibit.

S. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement and 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 required to effectuate the terms of this Agreement. The person signing this Agreement on behalf of Defendants represents and warrants that he/she is authorized to sign this Agreement on behalf of Defendant. Plaintiff represents and warrants that he is authorized to sign this Agreement and that he has not assigned any claim, or part of a claim, covered by this Settlement to a third-party.

- 1 T. No Public Comment: The Parties and their counsel agree that they will not issue any
2 press releases, initiate any contact with the press, respond to any press inquiry, or have
3 any communication with the press about the fact, amount, or terms of the Settlement
4 Agreement. Plaintiff's Counsel further agrees not to use the Settlement Agreement or
5 any of its terms for any marketing or promotional purposes. Nothing herein will restrict
6 Plaintiff's Counsel from including publicly available information regarding this
7 settlement in future judicial submissions regarding Plaintiff's Counsel's qualifications
8 and experience. Further, Plaintiff's Counsel will not include, reference, or use the
9 Settlement Agreement for any marketing or promotional purposes, either before or
10 after the Motion for Settlement Approval is filed.
11
12 U. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure
13 to the benefit of, the successors or assigns of the Parties, as previously defined.
14
15 V. California Law Governs. All terms of this Agreement and the Exhibit and any disputes
16 shall be governed by and interpreted according to the laws of the State of California.
17
18 W. Counterparts. This Agreement may be executed in one or more counterparts by
19 facsimile, electronic signature, or email which for purposes of this Agreement shall be
20 accepted as an original. All executed counterparts and each of them shall be deemed
21 to be one and the same instrument. Any executed counterpart will be admissible in
22 evidence to prove the existence and contents of this Agreement.
23
24 X. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this Settlement
25 is a fair, adequate, and reasonable settlement of this Action and have arrived at this
26 Settlement after extensive arms-length negotiations, taking into account all relevant
27 factors, present and potential.
28

1 Y. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with
2 respect to the interpretation, implementation, and enforcement of the terms of this
3 Agreement and all orders and judgments entered in connection therewith, and the
4 Parties and their counsel submit to the jurisdiction of the Court for purposes of
5 interpreting, implementing, and enforcing the settlement and all orders and judgments
6 entered in connection with this Agreement.
7

8 Z. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,
9 the Court shall first attempt to construe the provisions valid to the fullest extent
10 possible consistent with applicable precedents so as to define all provisions of this
11 Agreement valid and enforceable.
12

13 AA. No Admissions by the Parties. Plaintiffs have claimed and continue to claim that the
14 Released PAGA Claims have merit and give rise to liability on the part of Defendant.
15 Defendant contends that the Released PAGA Claims have no merit and do not give
16 rise to liability. This Agreement is a compromise of disputed claims. Nothing
17 contained in this Agreement and no documents referred to and no action taken to carry
18 out this Agreement may be construed or used as an admission by or against the
19 Defendant or Plaintiffs or Plaintiffs' Counsel as to the merits or lack thereof of the
20 claims asserted. Other than as may be specifically set forth herein, each Party shall be
21 responsible for and shall bear its/his own attorney's fees and costs.
22
23
24
25
26
27
28

IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFF:

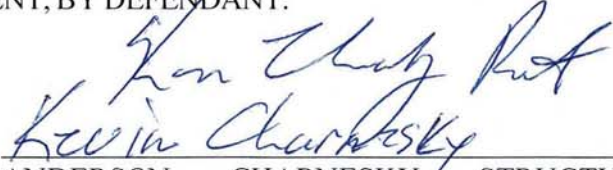
DATED: 7/26/2023

DocuSigned by:

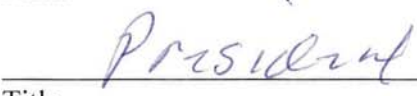
E0F79A8245564FA...
JOSE TREJO

IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANT:

DATED: 7/27/23


ANDERSON CHARNESKY STRUCTURAL
STEEL, INC.


Name


Title

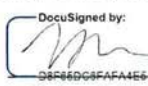
DATED: 7/27/23


KEVIN CHARNESKY

IT IS SO AGREED AS TO FORM BY COUNSEL:

DATED: 7/26/2023

BOYAMIAN LAW, INC.

By: 
Michael H. Boyamian
Attorneys for Plaintiff and the Aggrieved
Employees

DATED: 7/26/2023

DAUGHERTY LORDAN LLP

By: 
Anne M. Turner, Esq.
John Wu, Esq.
Yuri Yang, Esq.
Attorneys for Defendants