

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Marissa Garcia (“Garcia”) (“Plaintiff”) and Defendant Wintrust Mortgage, a division of Barrington Bank & Trust Company, N.A. (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as a “Party.”

1. DEFINITIONS.

- 1.1. “Action” means Plaintiff’s lawsuit alleging wage and hour violations against Defendant captioned *Garcia v. Wintrust Mortgage* initiated on May 24, 2022, and pending in the Superior Court of the State of California, County of San Diego (Case No. 37-2022-00019649-CU-OE-CTL).
- 1.2. “Administrator” means the neutral entity the Parties will agree 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. “PAGA Group Member Address Search” means the Administrator’s investigation and search for current PAGA Group Member 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 PAGA Group Members.
- 1.5. “PAGA Group Member Data” means PAGA Group Member identifying information in Defendant’s possession including the PAGA Group Member’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.6. “PAGA Group Member” means all non-exempt employees who worked for Defendant in the State of California during the PAGA Period.
- 1.7. “Complaint” means the complaint filed on May 24, 2022, in this Action.
- 1.8. “Court” means the Superior Court of California, County of San Diego.
- 1.9. “Defense Counsel” means Jason S. Campbell and Zarouhi Papazyan of Winston & Strawn LLP.
- 1.10. “Effective Date” means the date by which both of the following have occurred: (a) the Court enters Judgment on the Settlement Approval Order and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (i) if there is an appeal of the Court’s Judgement, the date the order and judgement approving the settlement are affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for writ of certiorari; (ii) if a petition for writ of

certiorari is filed, the date of denial of the petition for writ of certiorari, or the date the order and judgment approving the settlement are affirmed pursuant to such petition; or (iii) if no appeal is filed, the expiration date of the time for filing or noticing any appeal of the order approving the settlement and/or entry of judgment.

- 1.11. “Gross Settlement Amount” means \$410,000.00, 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.
- 1.12. “Individual PAGA Payment” means each PAGA Group Member’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the PAGA Group Member worked during the PAGA Period.
- 1.13. “Judgment” means the judgment entered by the Court based upon the Settlement Approval Order.
- 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. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled under Labor Code section 2699, subd. (i).
- 1.16. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to PAGA Group Members as Individual PAGA Payments.
- 1.17. “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.18. “PAGA Counsel” or “Plaintiff’s Counsel” means Alex Asil Mashiri of the Mashiri Law Firm, APC and Tamim Jami of The Jami Law Firm P.C.
- 1.19. “PAGA Notice” means Plaintiff’s March 17, 2022 written noticed submitted by PAGA Counsel on behalf of Plaintiff and the PAGA Group Members to the LWDA, with a copy sent to Defendant via U.S. Certified Mail, pursuant to California Labor Code section 2699.3, in which Plaintiff provided notice of the specific provisions of the California Labor Code alleged to have been violated by Defendant, including the facts and theories to support the alleged violations.
- 1.20. “PAGA Pay Period” means any Pay Period during which a PAGA Group Member recorded time worked for Defendant on at least one day during the PAGA Period.

- 1.21. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the PAGA Group Member and 75% to LWDA in settlement of PAGA claims.
- 1.22. “PAGA Period” means the period from March 17, 2021 through the earlier of the date the Court grants approval of this Settlement or July 12, 2024.
- 1.23. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698 *et seq.*).
- 1.24. “Released PAGA Claims” means the claims being released by Plaintiff, PAGA Group Members, and PAGA Counsel and as described in Paragraph 5 below.
- 1.25. “Released Parties” means: Defendant, its parent or subsidiary corporations; each of its present, former, or future owners, officers, directors, shareholders, partners, employees, insurers, successors, predecessors, contractors, assigns, and managing agents; any and all agents, legal representatives and/or attorneys of all of the foregoing entities and individuals and any entities that Plaintiff and/or any PAGA Group Member may assert are joint employers with Defendant.
- 1.26. “Settlement Approval Order” means the order from the Court granting approval of the Settlement.
- 1.27. “Settlement” or “Settlement Agreement” means the agreement to settle the claims as set forth and embodied in this Agreement.

2. RECITALS.

- 2.1. On May 24, 2022, Plaintiff commenced this Action against Defendant by filing a Complaint for civil penalties pursuant to PAGA based on purported Labor Code violations (“Complaint”). Plaintiff’s Complaint claims that Defendant: failed to pay all overtime wages; failed to provide compliant meal periods; failed to provide accurate sick leave accrual and pay; failed to pay all vested vacation hours; failed to issue accurate itemized wage statements; and failed to timely pay wages.
- 2.2. The Complaint is the operative Complaint in the Action (hereinafter “Operative Complaint”).
- 2.3. Defendant denies the allegations asserted in any Complaint filed or that may be filed in the Action, denies any failure to comply with the laws identified in any complaint filed or that will be filed in the Action, and denies any and all liability for the causes of action alleged therein.
- 2.4. On May 13, 2024, the Parties participated in an all-day mediation presided over by Steve Serratore, which led to this Agreement to settle the representative claims asserted in the Action.
- 2.5. The Parties have also agreed to settle all claims Plaintiff has against Defendant (known and unknown), including claims for direct Labor Code violations. The terms

of said settlement are memorialized in an agreement separate and apart from this Agreement ("Individual Agreement"). Plaintiff is entitled to receive an Individual PAGA Payment as a PAGA Group Member separate from and in addition to the amount set forth in the Individual Agreement.

- 2.6. Prior to mediation, Plaintiff obtained, (a) Defendant's workplace policies and procedures relevant to the claims asserted in the Action and (b) data regarding the PAGA Group Members to conduct an exposure analysis (including an estimate of the number of PAGA Group Members; an estimate of the number of pay periods through the date of mediation; and a random sample of available time data and corresponding pay records for 10% of the PAGA Group Members).
- 2.7. 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.
- 2.8. There has been no determination of the merits of the Action or Defendant's defenses thereto. However, in order to avoid additional cost and the uncertainty of litigation, the Parties desire to resolve the released claims (as set forth in Paragraph 5) as of the date of the execution of this Settlement Agreement.

3. TERMS.

- 3.1. Gross Settlement Amount. Defendant promises to pay \$410,000.00 and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.2 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring PAGA Group Members 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 its Settlement Approval Order:
 - 3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 1/3 of the Gross Settlement Amount (\$136,666.67) and PAGA Counsel Litigation Expenses Payment of not more than \$20,000.00. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will report 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 the Released Parties harmless, and indemnifies the Released Parties, from any dispute or controversy regarding any division or sharing of any of these Payments.

- 3.2.2. To the Administrator: An Administrator Expenses Payment not to exceed \$3,950.00 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 \$3,950.00, the Administrator will allocate the remainder to the Net Settlement Amount.
- 3.2.3. To the LWDA and PAGA Group Members: PAGA Penalties in the amount of \$249,383.33 to be paid from the Gross Settlement Amount, with 75% (\$187,037.50) allocated to the LWDA PAGA Payment and 25% (\$62,345.83) 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 PAGA Group Members' 25% share of PAGA Penalties (\$62,345.83) by the total number of PAGA Pay Periods and (b) multiplying the result by each PAGA Group Member's PAGA Pay Periods. PAGA Group Members assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
 - 3.2.3.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1. PAGA Group Member Data. Within 30 calendar days of the Settlement Approval Order and Judgment, Defendant will deliver the PAGA Group Member Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect PAGA Group Member privacy rights, the Administrator must maintain the PAGA Group Member Data in confidence, use the PAGA Group Member Data only for purposes of this Settlement and for no other purpose, and restrict access to the PAGA Group Member Data to Administrator employees who need access to the PAGA Group Member Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the PAGA Group Member Data omitted employee identifying information and to provide corrected or updated PAGA Group Member Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the PAGA Group Member 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 PAGA Group Member Data.

- 4.2. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 15 calendar days after the Effective Date.
- 4.3. Payments from the Gross Settlement Amount. Within 7 calendar 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 Expenses Payment. Subject to Court approval, a cover letter explaining the Settlement shall accompany the Individual PAGA Payments. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.
- 4.3.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the PAGA Group Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 calendar days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
- 4.3.2. The Administrator must conduct a PAGA Group Member Address Search for all PAGA Group Members whose checks are returned undelivered without USPS forwarding address. Within 7 calendar 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 PAGA Group Member Address Search. The Administrator need not take further steps to deliver checks to PAGA Group Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any PAGA Group Member whose original check was lost or misplaced, requested by the PAGA Group Member prior to the void date.
- 4.3.3. For any PAGA Group Member 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 PAGA Group Member.
- 4.3.4. The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to the PAGA Group Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS.

- 5.1. Effective on the date when Defendant fully funds the entire Gross Settlement Amount, all PAGA Group Members shall be deemed to release the Released Parties from any and all claims, known or unknown, for civil penalties under California Labor Code section 2698 *et seq.* (PAGA) that: were asserted in the Operative Complaint filed in

the Action and/or Plaintiff's letter(s) to the LWDA; and/or that could have been reasonably asserted in the Operative Complaint filed in the Action and/or any of Plaintiff's letter(s) to the LWDA based on or related to the facts and/or allegations in any complaint filed in the Action and/or Plaintiff's letter(s) to the LWDA (including any subsequently amended complaints or letters). This release includes, but is not limited to, claims for PAGA civil penalties premised on: California Labor Code sections 201, 202, 203, 204, 210, 226, 226(a), 226(a)(1)-(a)(9), 226.3, 226.7, 227.3, 246, 246(b), 246(l), 248.5, 510, 512, 558, 558.1, 1194, 1197, 1197.1, 1198, and all applicable IWC Wage Orders; minimum wages; overtime, including all claims related to the calculation thereof; pay for all hours worked/compensation due for services; off-the-clock work; calculation of the regular rate of pay; meal periods; rest periods; meal and/or rest period premiums, including all claims related to the calculation thereof; accrual and payment of vacation, including all claims related to the calculation thereof; accrual and payment of sick leave, including all claims related to the calculation thereof; wage statements; timeliness of wages; payment of wages at termination; maintaining accurate and complete records; and any and all attorneys' fees related to any of the foregoing. The release shall run through the earlier of the date the Court grants approval of this Settlement or July 12, 2024.

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 motion for approval for review and comment no later than five business days before filing; (ii) a draft proposed Settlement Approval Order and entry of Judgment; and a "not to exceed" bid from the Administrator
- 6.2. Responsibilities of PAGA 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 Settlement Approval Order and Judgment 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 and diligently 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 and diligently

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 will jointly select a qualified third-party settlement administrator to serve as the Administrator and will verify that, as a condition of appointment, the administrator 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 will 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, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

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

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 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 Steve Serratore 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.
- 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 maximum extent permitted by law, the Parties shall keep the financial terms of the Settlement confidential through the date of approval, except as necessary to obtain Court approval, communicate with the California Labor & Workforce Development Agency, and effectuate the terms of the Settlement. Plaintiff's counsel agrees not to file a press release regarding the Settlement, respond to press/media inquiries regarding the Settlement (except to refer the person inquiring to the court file), or otherwise publicize the terms of this Settlement. This provision does not apply to court filings or for the limited purposed of allowing Plaintiff's Counsel to prove adequacy as counsel in other unrelated actions by referring to any information in the public record regarding this Settlement. 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.
- 9.12. Use and Return of PAGA Group Member 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 PAGA Group Member Data received from Defendant unless, prior to the Administrator's payment of all Settlement Funds, Defendant makes a written request to PAGA Counsel for the return, rather than the destructions, of PAGA Group Member Data.
- 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 third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Alex Asil Mashiri
MASHIRI LAW FIRM, APC
11251 Rancho Carmel Drive, #500694
San Diego, CA 92150

Tamim Jami
THE JAMI LAW FIRM P.C.
9750 Mira Mar Road, #210
San Diego, CA 92126

To Defendant:

Jason S. Campbell
Zarouhi Papazyan
WINSTON & STRAWN LLP
333 S. Grand Avenue, 38th Floor
Los Angeles, CA 90071

- 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, including amending the operative pleading. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

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

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

Dated: 07/25/2024

By: 
Marissa Garcia
Individually and on behalf of the State of California
and PAGA Group Members

Dated: _____

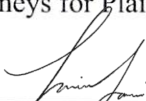
By: _____
Name: Cindy Stuyvesant
Title: Assistant General Counsel

APPROVED AS TO FORM:

Dated: 07-25-2024

By: 
Alex Asil Mashiri, Esq.
MASHIRI LAW FIRM, APC
Attorneys for Plaintiff

Dated: July 25, 2024

By: 
Tamim Jami, Esq.
THE JAMI LAW FIRM P.C.
Attorneys for Plaintiff

Dated: August 12, 2024

By: 
Jason S. Campbell, Esq.
WINSTON & STRAWN LLP
Attorneys for Defendant Wintrust Mortgage, a division
of Barrington Bank & Trust Company, N.A.

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

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

Dated: _____

By: _____

Marissa Garcia
Individually and on behalf of the State of California
and PAGA Group Members

Dated: August 2, 2024

By:  _____

Name: Cindy Stuyvesant
Title: Assistant General Counsel

APPROVED AS TO FORM:

Dated: _____

By: _____

Alex Asil Mashiri, Esq.
MASHIRI LAW FIRM, APC
Attorneys for Plaintiff

Dated: _____

By: _____

Tamim Jami, Esq.
THE JAMI LAW FIRM P.C.
Attorneys for Plaintiff

Dated: _____

By: _____

Jason S. Campbell, Esq.
WINSTON & STRAWN LLP
Attorneys for Defendant Wintrust Mortgage, a division
of Barrington Bank & Trust Company, N.A.