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and PRESTIGE ENTERPRISE SERVICE, INC.*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

FERNANDO SILVA, an individual;

Plaintiff,

v.

PRESTIGE PROTECTIVE SERVICES, INC.,
a California Corporation; PRESTIGE
ENTERPRISE SERVICE, INC., a California
Corporation; SHENODA BERNABA, an
individual; and DOES 1 through 20, inclusive;

Defendants.

Case Number: 22STCV24224

[Honorable Upinder S. Kalra; Department 51]

**STIPULATION BY ALL PARTIES FOR
ORDER APPROVING SETTLEMENT
PURSUANT TO CALIFORNIA LABOR
CODE PRIVATE ATTORNEYS' GENERAL
ACT AND ENTERING JUDGMENT**

*[Filed concurrently with Declaration of Sarkis
Sirmabekian, Esq.; and [Proposed] Order]*

Complaint Filed: July 27, 2022

Trial Date: January 29, 2024

Plaintiff FERNANDO SILVA ("Plaintiff") and Defendants PRESTIGE PROTECTIVE SERVICES, INC.; PRESTIGE ENTERPRISE SERVICE, INC., and SHENODA BERNABA ("Defendants") (collectively, "the Parties"), by and through their respective counsel of record, hereby stipulate as follows:

DEFINITIONS

1. "Action" means the Plaintiff's PAGA lawsuit alleging wage and hour violations against PRESTIGE, Case No. 22STCV24224 initiated on July 27, 2022 and pending in Superior Court of the State of California, County of Los Angeles.
2. "Administrator" means Phoenix Settlement Administrators, the neutral entity the Parties have agreed to appoint to administer the Settlement.
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.
4. "Aggrieved Employee" means a person employed by PRESTIGE in California and classified as a current and former non-exempt employee who worked for PRESTIGE during the PAGA Period.
5. "Court" means the Superior Court of California, County of Los Angeles.
6. "Defense Counsel" means Law Offices of Dean G Thompson.
7. "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) the day the Court enters Judgment "Aggrieved Employees' Counsel" means Sarkis Sirmabekian, Esq. of Sirmabekian Law Firm, PC.
8. "Gross Settlement Amount" means \$250,000.00 which is the total amount PRESTIGE agrees to pay under the PAGA Settlement Agreement. 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. This amount is in addition to an individual settlement separately entered into between the parties to resolve Plaintiff's individual claims.
9. "Judgment" means the judgment entered by the Court based upon the Final Approval.

- 1 10. "LWDA" means the California Labor and Workforce Development Agency, the agency
2 entitled, under Labor Code section 2699, subd. (i).
- 3 11. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under
4 Labor Code section 2699, subd. (i).
- 5 12. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments
6 in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA
7 Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and
8 the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees
9 as Individual PAGA Payments.
- 10 13. "PAGA Counsel" means Sirmabekian Law Firm, PC, the attorneys representing the Plaintiff
11 in the Action.
- 12 14. "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the
13 amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and
14 expenses, respectively, incurred to prosecute the Action.
- 15 15. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for
16 PRESTIGE for at least one day during the PAGA Period.
- 17 16. "PAGA Period" means the period from May 23, 2021 to through the date the Court enters the
18 order granting final approval of the PAGA settlement.
- 19 17. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 20 18. "PAGA Notice" means Plaintiffs May 11, 2022 letter to PRESTIGE and the LWDA providing
21 notice pursuant to Labor Code section 2699.3, subd. (a).
- 22 19. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross
23 Settlement Amount, allocated 25% to the Aggrieved Employees (\$38,916.67) and the 75% to
24 LWDA (\$116,750.00) in settlement of PAGA claims.
- 25 20. "Plaintiff" means Fernando Silva, the named plaintiff in the Action.
- 26 21. "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.
- 27 22. "Released PAGA Claims" means the claims being released by the Plaintiff and PAGA Counsel
28 and as described in Paragraph 5 of the PAGA Settlement.

1 23. "Released Parties" means: PRESTIGE and each of its former and present directors, officers,
2 shareholders, owners, attorneys, insurers, predecessors, successors, and assigns.

3 24. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

4 **RECITALS**

5 **WHEREAS**, the PAGA Settlement Agreement was fully executed on September 7, 2023, by
6 and between plaintiff Fernando Silva ("Plaintiff") and defendant Prestige Protective Services, Inc.;
7 Prestige Enterprise Service, Inc., a California Corporation; and Shenoda Bernaba (collectively,
8 "PRESTIGE"). The Agreement refers to Plaintiff and PRESTIGE collectively as "Parties," or
9 individually as "Party."

10 **WHEREAS**, on or about May 11, 2022, Plaintiff by and through Plaintiff's counsel, sent a
11 notice to the California Labor Workforce Development Agency ("LWDA") and Defendants (the
12 "PAGA Notice") alleging that Defendants engaged in violations of the California Labor Code and
13 California Wage Orders, seeking civil penalties pursuant to the California Labor Code Private
14 Attorneys' General Act ("PAGA"). Pursuant to Labor Code section 2699.3, subd. (a), Plaintiff gave
15 timely written notice to PRESTIGE and the LWDA by sending the PAGA Notice.

16 **WHEREAS**, on or about July 27, 2022, Plaintiff commenced this Action by filing a
17 Complaint alleging causes of action against PRESTIGE for California wage and hour claims,
18 PAGA, penalties, interest. The July 27, 2022 Complaint is the operative complaint in the Action
19 (the "Operative Complaint.>"). PRESTIGE denies the allegations in the Operative Complaint,
20 denies any failure to comply with the laws identified in in the Operative Complaint and denies
21 any and all liability for the causes of action alleged. *See PAGA Settlement Agreement § 2.1.*

22 **WHEREAS**, on or about July 25, 2023, the Parties participated in an all-day mediation
23 presided over by Hon. Peter D. Lichtman, Esq. which led to this Agreement to settle the Action.
24 *Id. at §2.3.*

25 **WHEREAS**, The Parties, PAGA Counsel and Defense Counsel represent that they are
26 not aware of any other pending matter or action asserting claims that will be extinguished or
27 affected by the Settlement. *Id. at §2.5.*
28

1 **WHEREAS**, The PAGA Period is defined as the period from May 23, 2021 to through the
2 date the Court enters the order granting final approval of the PAGA settlement. (the “Approval Date”).
3 *Id. at §1.18.*

4 **WHEREAS**, based on a review of its records to date, PRESTIGE estimates there are 154
5 Aggrieved Employees who worked a total 2,050 of PAGA Pay Periods. *Id. at §4.1*

6 **WHEREAS**, Defendants vigorously dispute and deny the allegations and various causes of
7 action asserted in the Action, including, without limitation, Plaintiff’s individual claims and the
8 Aggrieved Employees’ claim for civil penalties pursuant to PAGA;

9 **WHEREAS**, the Parties engaged in an informal exchange of documents and information
10 including Defendants’ financial records. The Parties have also conducted extensive independent
11 investigation and evaluations of the claims and defenses in this matter. Both Plaintiff’s counsel and
12 Defendants’ counsel have significant experience litigating and resolving the type of wage-and-hour
13 claims alleged in the Action, including claims for civil penalties under PAGA;

14 **WHEREAS**, according to the PAGA Settlement Agreement, Plaintiff’s “PAGA Claims” are
15 defined as any and all claims for civil penalties pursuant to PAGA based on the allegations in
16 Plaintiff’s Complaints and/or PAGA Notices, broadly construed, including, but not limited to, civil
17 penalties based on or arising from California Labor Code Sections 98.6, 200, 201, 201.5, 202, 203,
18 204, 205.5, 206, 206.5, 208, 210, 215, 216, 218.5, 221, 223, 224, 225.5, 226, 226(a)(1), 226(a)(5),
19 226(a)(8), 226(a)(9), 226(c), 226(e)(1), 226(f), 226.3, 226.6, 226.7, 226.8, 227.3, 233 *et seq.*, 246,
20 247, 432.5, 450, 500, 510, 512, 512(a), 551, 552, 553, 558, 558(a)(3), 558.1, 1102.5, 1174, 1174.5,
21 1175, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.2, 1198, 1198.5, 1198.5(k), 1199, 1776, 2698 *et seq.*,
22 2699.3(c)(1), 2699(i), 2802 and 2810.5 *et seq.*, California Code of Civil Procedure Section 1021.5,
23 3294, California Constitution Article I § 8, Government Code Section 12926.1, 12940 *et seq.*,
24 12940(h) *et seq.*, 12940(m), 12940(n), 12945.2, 12945.2(c)(3)(C), 12965(b), 12965(c) California
25 Business and Professions Code Section 17200 *et seq.*, and the California Wage Orders, whether known
26 or unknown, suspected or unsuspected, concealed or hidden, that were alleged in the Action and/or
27 the PAGA Notice, or that could have been alleged in the Action and/or PAGA Notices, which Plaintiff
28 and any Aggrieved Employee have or had at any time through and including the Approval Date,

1 against any of the Releasees identified in the PAGA Settlement Agreement. A true and correct copy
2 of the PAGA Settlement Agreement is attached hereto as “**EXHIBIT A**”, and its defined terms are
3 hereby incorporated by reference.

4 **WHEREAS**, California Labor Code Section 2699(l)(2) requires that this Court review and
5 approve any settlement pursuant to PAGA.

6 **WHEREAS**, the Parties recognize that the issues presented in the Action are likely only to be
7 resolved with extensive and costly discovery, pretrial and trial proceedings, and that further litigation
8 will cause inconvenience, distraction, disruption, delay and expense disproportionate to the potential
9 benefits of litigation. The Parties agree that it reflects their good faith compromise of the claims raised
10 in the Action, based upon their assessment of the mutual risks and costs of further litigation and the
11 assessments of their respective counsel.

12 **WHEREAS**, the parties agree to fully cooperate to obtain approval of the settlement, pursuant
13 to the terms set forth herein. The Parties also pledge their good faith effort and fair dealing in providing
14 assistance and assent to a final Joint Stipulation for Settlement (or similar long-form Settlement
15 Agreement), and in effectuating the terms of the settlement of Plaintiff’s representative claims asserted
16 in the Action.

17 **WHEREAS**, the Parties have concurrently submitted a copy of this PAGA Stipulation and
18 PAGA Settlement Agreement to the LWDA in accordance with Labor Code Section 2699(l)(2), and a
19 proof of service to the LWDA is attached hereto.

20 **WHEREAS**, in addition to individual settlements separately agreed upon between the Parties
21 and Rene Delgado Lopez, PRESTIGE promises to pay \$250,000.00 and no more as the Gross
22 Settlement Amount. PRESTIGE has no obligation to pay the Gross Settlement Amount prior to the
23 deadline stated in Paragraph 6.1 of this Agreement. The Administrator will disburse the entire Gross
24 Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a
25 condition of payment. None of the Gross Settlement Amount will revert to PRESTIGE. *Id. at §3.1.*

26 **WHEREAS**, The Administrator will make and deduct the following payments from the Gross
27 Settlement Amount, in the amounts specified by the Court in the Final Approval, as follows: *Id. at*
28 *§3.2.*

- 1 i. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 33.33% which
2 is currently estimated to be \$83,333.33 and PAGA Counsel Litigation Expenses
3 Payment of not more than \$8,000.00. PRESTIGE will not oppose requests for Court
4 approval of these payments provided that they do not exceed these amounts. Plaintiff
5 and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees
6 Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA
7 Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than
8 the amounts requested, the Administrator will allocate the remainder to the Net
9 Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any
10 other Plaintiffs Counsel arising from any claim to any portion any PAGA Counsel Fee
11 Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will
12 pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using
13 one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability
14 for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation
15 Expenses Payment and holds PRESTIGE harmless, and indemnifies PRESTIGE, from
16 any dispute or controversy regarding any division or sharing of any of these Payments.
17 *Id. at §3.2.1.*
- 18 ii. To the Administrator: An Administrator Expenses Payment not to exceed \$3,000.00
19 except for a showing of good cause and as approved by the Court. To the extent the
20 Administration Expenses are less or the Court approves payment less than \$3,000.00,
21 the Administrator will retain the remainder in the Net Settlement Amount. A true and
22 correct copy of a quote from the settlement administrator Phoenix is attached hereto as
23 **“EXHIBIT B”**. *Id. at §3.2.2.*
- 24 iii. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of
25 \$155,666.67 to be paid from the Gross Settlement Amount, with 75% (\$116,750.00)
26 allocated to the LWDA PAGA Payment and 25% (\$38,916.67) allocated to the
27 Individual PAGA Payments. *Id. at §3.2.3.*
- 28

1 aa. The Administrator will calculate each Individual PAGA Payment by (a) dividing
2 the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$38,916.67)
3 by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees
4 during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's
5 PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and
6 liability for any taxes owed on their Individual PAGA Payment. *Id. at §3.2.3.1.*

7 bb. If the Court approves PAGA Penalties of less than the amount requested, the
8 Administrator will allocate the remainder to the Net Settlement Amount. The
9 Administrator will report the Individual PAGA Payments on IRS 1099 Forms. *Id. at*
10 *§3.2.3.2.*

11 **WHEREAS**, Plaintiff agrees that counsel for Plaintiff will notify the LWDA of the settlement
12 at the same time the settlement is submitted to the Court for approval, seek approval of the settlement,
13 and perform any and all statutory tasks as required by law.

14 **WHEREAS**, the Parties further agree that should the Court deny approval of the settlement
15 based on the allocation, the Parties agree to re-negotiate in good faith in an effort to obtain approval
16 of the settlement.

17 **WHEREAS**, Effective on the date when PRESTIGE fully funds the entire Gross Settlement
18 Amount Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

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

1 facts or law different from, or in addition to, the facts or law that Plaintiff now knows or
2 believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain
3 effective in all respects, notwithstanding such different or additional facts or Plaintiffs
4 discovery of them. *Id. at §5.1*

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

9 **A general release does not extend to claims that the creditor**
10 **or releasing party does not know or suspect to exist in his or**
11 **her favor at the time of executing the release, and that if**
12 **known by him or her would have materially affected his or her**
13 **settlement with the debtor or Released Party. *Id. at §5.1.1.***

14 B. Release by Aggrieved Employees: All Aggrieved Employees are deemed to release, on
15 behalf of themselves and their respective former and present representatives, agents,
16 attorneys, heirs, administrators, successors, and assigns, the Released Parties from all
17 claims for PAGA penalties that were alleged, or reasonably could have been alleged, based
18 on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice. *Id. at*
19 *§5.2*

20 C. Release by PAGA Counsel: PAGA Counsel release on behalf of their present and former
21 attorneys, employees, agents, successors and assigns the Released Parties from all claims
22 for PAGA Fees incurred in connection with the Operative Complaint and the PAGA Period
23 facts stated in the Operative Complaint and the PAGA Notice. *Id. at §5.3.*

24 **WHEREAS**, based on a review of its records to date, PRESTIGE estimates there are 154
25 Aggrieved Employees who worked a total 2,050 of PAGA Pay Periods. *Id. at §4.1*

26 **WHEREAS**, within 15 days, PRESTIGE will simultaneously deliver the Aggrieved Employee
27 Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved
28 Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in

1 confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other
2 purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need
3 access to the Aggrieved Employee Data to effect and perform under this Agreement. PRESTIGE has
4 a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee
5 Data omitted employee identifying information and to provide corrected or updated Aggrieved
6 Employee Data as soon as reasonably feasible. Without any extension of the deadline by which
7 PRESTIGE must send the Aggrieved Employee Data to the Administrator, the Parties and their
8 counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues
9 related to missing or omitted Aggrieved Employee Data. *Id. at §4.2.*

10 **WHEREAS**, PRESTIGE shall fully fund the Gross Settlement Amount by transmitting the
11 funds to the Administrator no later than 14 days after the Effective Date. *Id. at §4.3.*

12 **WHEREAS**, within 14 days after PRESTIGE funds the Gross Settlement Amount, the
13 Administrator will mail checks for all Individual PAGA Payments, the L WDA PAGA Payment, the
14 Administration Expenses Payment, the PAGA Counsel Expenses Payment. Disbursement of the
15 PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA
16 Payments. *Id. at §4.4.*

17 **WHEREAS**, discovery is stayed in the Action while the Parties work toward settlement and
18 court approval of the settlement. The Parties shall submit stipulations of settlement within 30 days of
19 execution of a full and complete settlement agreement, which fully executed settlement agreement
20 should occur within 45 days of the settlement.

21 **WHEREAS**, the Parties agree that this PAGA Settlement is not evidence that the operative
22 complaint filed in the Action by Plaintiff has any merit, nor does it constitute an admission of any
23 wrongdoing by Defendants. Defendants do not admit to liability or to the suitability of this case for
24 representative litigation other than for purposes of settlement. This PAGA Settlement will not be
25 deemed admissible in any other proceeding or in this proceeding other than to effectuate this
26 settlement. If the Court does not grant approval of this settlement, then the Parties revert to their
27 previous positions and Defendants will contend that a representative action is not appropriate.
28

1 **WHEREAS**, the Parties to this PAGA Settlement are represented by competent counsel, and
2 they have had an opportunity to consult with counsel. The Parties to this PAGA Settlement agree that
3 it reflects their good faith compromise of the claims raised in the Action, based upon their assessment
4 of the mutual risks and costs of further litigation and the assessments of their respective counsel.

5 **WHEREAS**, the Parties agree that this PAGA Settlement is confidential (except for purposes
6 of enforcement) and that no Party will communicate with or to anyone the settlement or anything to
7 do with the settlement, including, but not limited, to the issuance of any press release nor other public
8 or non-public representation regarding the settlement other than as necessary to obtain Court approval
9 and effectuate the terms of the settlement. The Parties and their counsel agree that they will not initiate
10 or have any contact with the press, respond to any press inquiry, or have any communication with the
11 press about this case.

12 **WHEREAS**, the Parties intend that this PAGA Settlement shall be fully enforceable and
13 binding upon all Parties, and that it shall be admissible and subject to disclosure in any proceeding to
14 enforce its terms under Code of Civil Procedure section 664.6 and any other applicable statute or law,
15 notwithstanding the mediation confidentiality provisions that otherwise might apply under local,
16 federal and state law.

17 **WHEREAS**, the Parties agree that the subsequent filing of a Joint Stipulation of Settlement
18 (or similar Settlement Agreement) is for settlement purposes only and if, for any reason, the settlement
19 is not approved, the Joint Stipulation of Settlement and this PAGA Settlement will be of no force or
20 effect.

21 **WHEREAS**, the Defendants shall not authorize or knowingly permit any disparaging or
22 critical statements in reference to Plaintiff's employment with Defendants. In response to requests for
23 employment verification, Defendants will only provide (i) dates of Plaintiff's employment and (ii)
24 position.

25 The Parties shall not make any disparaging or critical statement about, relating or pertaining
26 to, or otherwise involving each other.

27 **WHEREAS**, the Parties agree to jointly prepare and file an application or motion for approval
28 of this Settlement.

WHEREAS, 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. (1)(1)), this Agreement (Labor Code section 2699, subd. (1)(2)); (iv) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (v) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiff and PAGA 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.

WHEREAS, this Court shall retain jurisdiction to enforce the terms of the PAGA Settlement Agreement pursuant to California Code of Civil Procedure Section 664.6; and

NOW THEREFORE, the Parties jointly request that the Court approve the PAGA Settlement set forth in the PAGA Settlement Agreement and enter judgment accordingly to its terms.

[SIGNATURE PAGE FOLLOWS]

1 DATED: September 19, 2023

SIRMABEKIAN LAW FIRM, PC

2
3 By:

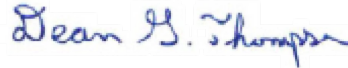


4 Sarkis Sirmabekian, Esq.
5 Attorney for Plaintiff

6 DATED: September 19, 2023

LAW OFFICES OF DEAN G THOMPSON

7
8 By:



9 Dean G. Thompson, Esq.
10 Attorney for Defendants

EXHIBIT A

[MODEL] PAGA SETTLEMENT AGREEMENTⁱ

This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Fernando Silva (“Plaintiff”) and defendant Prestige Protective Services, Inc.; Prestige Enterprise Service, Inc., a California Corporation; and Shenoda Bernaba (collectively, “PRESTIGE”). The Agreement refers to Plaintiff and PRESTIGE collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s PAGA lawsuit alleging wage and hour violations against PRESTIGE, Case No. 22STCV24224 initiated on July 27, 2022 and pending in Superior Court of the State of California, County of Los Angeles.
- 1.2. “Administrator” means Phoenix Settlement Administrators, 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 Employee” means [e.g., a person employed by PRESTIGE in California and classified as a current and former non- exempt employee who worked for PRESTIGE during the PAGA Period].
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in PRESTIGE’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 Law Offices of Dean G Thompson.
- 1.9. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) the day the Court enters Judgment.

“Gross Settlement Amount” means \$250,000.00 which is the total amount PRESTIGE agrees to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement

Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator's Expenses Payment.

- 1.10. "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.
- 1.11. "Judgment" means the judgment entered by the Court based upon the Final Approval.
- 1.12. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.13. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.14. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.
- 1.15. "PAGA Counsel" means Sirmabekian Law Firm, PC, the attorneys representing the Plaintiff in the Action.
- 1.16. "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.
- 1.17. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for PRESTIGE for at least one day during the PAGA Period.
- 1.18. "PAGA Period" means the period from May 23, 2021 to through the date the Court enters the order granting final approval of the PAGA settlement.ⁱⁱ
- 1.19. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.20. "PAGA Notice" means Plaintiff's May 11, 2022 letter to PRESTIGE and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.21. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$38,916.67) and the 75% to LWDA (\$116,750.00) in settlement of PAGA claims.
- 1.22. "Plaintiff" means Fernando Silva, the named plaintiff in the Action.
- 1.23. "Approval Order" means the proposed Court Order Granting Approval of PAGA

Settlement.

- 1.24. “Released PAGA Claims” means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5 below.
- 1.25. “Released Parties” means: PRESTIGE and each of its former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, and assigns.
- 1.26. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS.

- 2.1. On July 27, 2022, Plaintiff commenced this Action by filing a Complaint alleging causes of action against PRESTIGE for California wage and hour claims, PAGA, penalties, interest. The July 27, 2022 Complaint is the operative complaint in the Action (the “Operative Complaint.”)]. PRESTIGE 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 timely written notice to PRESTIGE and the LWDA by sending the PAGA Notice.
- 2.3. On July 25, 2023,
- ☒ the Parties participated in an all-day mediation presided over by Hon. Peter D. Lichtman, Esq. which led to this Agreement to settle the Action.
- ☐ _____ (describe alternative means of negotiation) _____.
- 2.4. Prior to ☒ mediation ☐ negotiating the Settlement, Plaintiff obtained, through ☐ formal ☒ informal discovery, payroll records, wage statements, and Plaintiff’s personnel file _____.
- 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. In addition to individual settlements separately agreed upon between the Parties and Rene Delgado Lopez, PRESTIGE promises to pay \$250,000.00 and no more as the Gross Settlement Amount. PRESTIGE has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 6.1 of this Agreement.ⁱⁱⁱ 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 PRESTIGE.

- 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 33.33% which is currently estimated to be \$83,333.33 and PAGA Counsel Litigation Expenses Payment of not more than \$8,000.00. PRESTIGE will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel 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 PRESTIGE harmless, and indemnifies PRESTIGE, 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 \$3,000.00 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 \$3,000.00, 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 \$155,666.67 to be paid from the Gross Settlement Amount, with 75% (\$116,750.00) allocated to the LWDA PAGA Payment and 25% (\$38,916.67) 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 (\$38,916.67) 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. 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. Aggrieved Employee Pay Periods. Based on a review of its records to date, PRESTIGE estimates there are 154 Aggrieved Employees who worked a total 2,050 of PAGA Pay Periods.
- 4.2. Aggrieved Employee Data. Within [15] days, PRESTIGE will simultaneously 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. PRESTIGE 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 PRESTIGE 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. PRESTIGE shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than [14] days after the Effective Date.
- 4.4. Payments from the Gross Settlement Amount. Within [14] days after PRESTIGE funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment 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. 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. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

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

5.1 Plaintiff's Release. Plaintiff and his or 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.

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:

All Aggrieved Employees are deemed to release, on behalf of 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.

5.3 Release by PAGA Counsel:

PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Fees incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

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)); (iv) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (v) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiff and PAGA 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 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 [30] 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 Phoenix Settlement Administrators to serve as the Administrator and verified that, as a condition of appointment, Phoenix Settlement Administrators 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. AGGRIEVED EMPLOYEE SIZE ESTIMATES [and ESCALATOR CLAUSE]

Based on its records, PRESTIGE estimates that, as of the date of this Settlement Agreement, (1) there are 41 Aggrieved Employees who worked 612 Pay Periods during the PAGA Period.^{iv}

9. 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.

- 9.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be

suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10. ADDITIONAL PROVISIONS.

- 10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by PRESTIGE that any of the allegations in the Operative Complaint have merit or that PRESTIGE has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that PRESTIGE'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, PRESTIGE reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest PRESTIGE's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).
- 10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and PRESTIGE, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 10.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 10.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, PRESTIGE nor Defense

Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

- 10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.9 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.
- 10.10 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.
- 10.11 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.
- 10.12 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 PRESTIGE 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 PRESTIGE unless, prior to the Administrator's payment of all Settlement Funds, PRESTIGE makes a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.
- 10.13 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.
- 10.14 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.
- 10.15 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

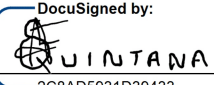
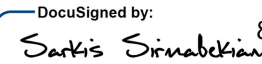
given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff: Sarkis Sirmabekian (SBN 278588)
SIRMABEKIAN LAW FIRM, PC
3435 Wilshire Blvd., Suite 1710
Los Angeles, California 90010
Telephone: 818.473.5003
Facsimile: 818.476.5619
E-mail: contact@slawla.com

To PRESTIGE: Dean G Thompson (SBN 248528)
Law Ofc Dean G Thompson
4193 Flat Rock Dr, Blg 200 Ofc 242
Riverside, CA 92505-7113
Telephone: 213-278-9685
E-mail: dean@thompsonlaborlaw.com

10.16 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.

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

DocuSigned by:  8/23/2023 2C8AD5931D39433... <u>Fernando Silva</u> For Plaintiff		_____ <u>Shenoda Bernaba</u> For PRESTIGE	
DocuSigned by:  8/22/2023 84764C6AA169454 <u>Sarkis Sirmabekian, Esq.</u> Counsel For Plaintiff		_____ <u>Dean G Thompson, Esq.</u> Counsel For PRESTIGE	

given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

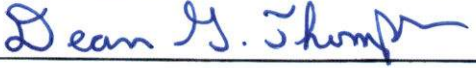
To Plaintiff: Sarkis Sirmabekian (SBN 278588)
SIRMABEKIAN LAW FIRM, PC
3435 Wilshire Blvd., Suite 1710
Los Angeles, California 90010
Telephone: 818.473.5003
Facsimile: 818.476.5619
E-mail: contact@slawla.com

To PRESTIGE: Dean G Thompson (SBN 248528)
Law Ofc Dean G Thompson
4193 Flat Rock Dr, Bldg 200 Ofc 242
Riverside, CA 92505-7113
Telephone: 213-278-9685
E-mail: dean@thompsonlaborlaw.com

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DocuSigned by:
 JINTANA 8/23/2023
2C8AD5931D39433
Fernando Silva For Plaintiff
DocuSigned by:
Sarkis Sirmabekian 8/22/2023
84764C5AA163454
Sarkis Sirmabekian, Esq. Counsel For Plaintiff

 9/7/23
Shenoda Bernaba For PRESTIGE
 9/7/23
Dean G Thompson, Esq. Counsel For PRESTIGE

ⁱThis Form PAGA Settlement Agreement has been approved by the Court, the complex litigation judges and a 2022 Ad Hoc Wage and Hour Committee co-chaired by Judge David Cunningham and Judge Amy Hogue and comprised of 16 attorneys who regularly represent plaintiffs and defendants in wage and hour cases. It was drafted for settlements of single plaintiff PAGA claims against a single employer (PRESTIGE). The parties will need to revise this form if there are multiple Plaintiffs or multiple Defendants. For settlements of wage and hour class actions that include PAGA claims, please use the Form Class Action and PAGA Settlement Agreement and Class Notice.

ⁱⁱ See endnote ii above. THE COURT ASKS ALL COUNSEL USING THIS MODEL AGREEMENT TO ATTACH A REDLINED VERSION TO THEIR MOTIONS OR APPLICATIONS FOR APPROVAL SO THAT THE COURT CAN EASILY SEE EXACTLY HOW THE PARTIES HAVE MODIFIED THIS MODEL AGREEMENT.

ⁱⁱⁱ The Parties are free to negotiate a payment plan structure, if appropriate, and payment deadlines may fall earlier as necessary thereto.

^{iv} Insert negotiated terms, if any, addressing the possibility that PRESTIGE's estimates of the number of Aggrieved Employees or Pay Periods turn out to be understated such as an ADR clause imposing a duty to engage in good faith negotiations or mediation or an "escalator" clause memorializing PRESTIGE's promise to increase the Gross Settlement Amount in an agreed upon proportion to the percentage by which the calculated number of Aggrieved Employees or Pay Periods exceeds PRESTIGE's estimates.

EXHIBIT B



CASE ASSUMPTIONS

Class Members	150
Opt Out Rate	N/A
Opt Outs Received	
Total Class Claimants	150
Subtotal Admin Only	\$3,000.00

Not-to-Exceed Total \$3,000.00

For 150 Class Members

Pricing Good for Scope of Estimate Only

July 26, 2023

Case: Silva v. Prestige PAGA Administration wLanguage

Phoenix Contact: Jodey Lawrence

Contact Number: 949.566.1455

Email: Jodey@phoenixclassaction.com

Requesting Attorney: Sarkis Sirmabekian

Firm: Sirmabekian Law Firm

Contact Number: (818) 473-5003

Email: sarkis@slawla.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PSA will need to adjust this Estimate accordingly. Estimate is based on 150 Class Members. PSA assumes class data will be sent in Microsoft Excel or other usable format with no or reasonable additional formatting needed. A rate of \$150 per hour will be charged for any additional analysis or programming.

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$150.00	1	\$150.00
Programming Database & Setup	\$150.00	1	\$150.00
Toll Free Setup*	\$39.70	1	\$39.70
Call Center & Long Distance	\$2.00	13	\$26.00
NCOA (USPS)	\$50.00	1	\$50.00
Language Translation	\$200.00	1	\$200.00
Total			\$615.70

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Check & Postage

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$125.00	1	\$125.00
Data Merge & Duplication Scrub	\$0.25	150	\$37.50
Notice and Check Packet	\$2.00	150	\$300.00
Estimated Postage (up to 1 oz.)*	\$0.64	150	\$96.00
Total			\$558.50

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$100.00	1	\$100.00
Skip Tracing Undeliverables	\$2.00	23	\$45.00
Remail Notice Packets	\$2.00	23	\$45.00
Estimated Postage	\$0.58	23	\$13.05
Programming Undeliverables	\$50.00	1	\$50.00
Total			\$253.05

Database Programming

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$135.00	1	\$135.00
Case Manager	\$135.00	1	\$135.00
Total			\$270.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$100.00	1	\$100.00
Disbursement Review	\$100.00	1	\$100.00
Programming Manager	\$100.00	1	\$100.00
QSF Bank Account & EIN	\$50.00	1	\$50.00
Check Run Setup & Printing	\$135.00	1	\$135.00
Total			\$485.00

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Supervisor	\$125.00	1	\$125.00
Remail Undeliverable Checks (Postage Included)	\$1.50	29	\$42.75
Case Associate	\$50.00	1	\$50.00
Reconcile Uncashed Checks	\$25.00	1	\$25.00
Conclusion Reports	\$100.00	1	\$100.00
Case Manager Conclusion	\$75.00	1	\$75.00
Final Reporting & Declarations	\$75.00	1	\$75.00
QSF Annual Tax Reporting * (State Tax Reporting Included)	\$325.00	1	\$325.00
Total			\$817.75

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibility.

Estimate Total: \$3,000.00



TERMS AND CONDITIONS

Provisions: The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

Data Conversion and Mailing: The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

Claims: PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality.

Payment Terms: All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

Tax Reporting Requirements

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.
2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.
3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.
4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.
5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.

PROOF OF SERVICE
(§ 1013a, 2015.5 C.C.P.)

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I am a citizen of the United States of America; I am over the age of eighteen years and not a party to the within entitled action; my business address is: 3435 Wilshire Boulevard, Suite 1710, Los Angeles, California 90010.

On the below-indicated date, I served the following document:

STIPULATION BY ALL PARTIES FOR ORDER APPROVING SETTLEMENT PURSUANT TO CALIFORNIA LABOR CODE PRIVATE ATTORNEYS' GENERAL ACT AND ENTERING JUDGMENT

on the interested parties in said action by placing:

___X___ a true and correct copy,

and addressed as set forth on the attached Service List and delivered by one or more of the means set forth below:

☒ **BY ELECTRONIC SERVICE IN LIEU OF SERVICE BY MAIL, EXPRESS MAIL, OVERNIGHT DELIVERY, OR FACSIMILE TRANSMISSION:** In accordance with California Code of Civil Procedure section 1010.6, I caused the document to be sent to the person(s) below at the e-mail address(es) listed below.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

EXECUTED: <u>September 27, 2023</u> At Los Angeles, California	<u>Grigor Gregg Sirmabekhian</u> Grigor Gregg Sirmabekhian
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[SERVICE LIST ON THE FOLLOWING PAGE]

SERVICE LIST

Dean G. Thompson, Esq. [SBN 248528]
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4193 Flat Rock Drive, Building 200, Office 242
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Email: *dean@thompsonlaborlaw.com*

Attorney for Defendants PRESTIGE PROTECTIVE SERVICES, INC., PRESTIGE ENTERPRISE SERVICE, INC., and SHENODA BERNABA

Labor and Workforce Development Agency
("LWDA")

Department of Industrial Relations
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, California 94612

Labor and Workforce Development Agency: filed/served online at:
<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>