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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE – RIVERSIDE HISTORIC COURTHOUSE

HARMONY MEJIA, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

ANGEL VIEW, INC., a California
Corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No. CVRI2500350

*Assigned for all purposes to the Hon.
Harold W. Hopp, Dept. 1*

PAGA SETTLEMENT AGREEMENT

Complaint filed: January 23, 2025

Trial date: None set

1 This PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff
2 Harmony Mejia (“Plaintiff”) and Defendant Angel View, Inc. (“Defendant”). The Agreement
3 refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

4 **1. DEFINITIONS.**

5 1.1 “Action” means the Plaintiff’s PAGA lawsuit alleging wage and hour violations
6 against Defendant captioned *Harmony Mejia v. Angel View, Inc., et al.*, Case No. CVRI2500350
7 initiated on January 23, 2025, and pending in the Court.

8 1.2 “Address Search” means the Administrator’s investigation and search for current
9 Aggrieved Employee mailing addresses using all reasonably available sources, methods and
10 means including, but not limited to, the National Change of Address database, skip traces, and
11 direct contact by the Administrator with Aggrieved Employees.

12 1.3 “Administrator” means Phoenix Settlement Administrators, the neutral entity the
13 Parties have agreed to appoint to administer the Settlement.

14 1.4 “Administration Expenses” means the amount the Administrator will be paid from the
15 Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the
16 Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this
17 Settlement.

18 1.5 “Aggrieved Employees” means all non-exempt employees who worked for Defendant
19 in California during the PAGA Period.

20 1.6 “Aggrieved Employee Data” means Aggrieved Employee identifying information in
21 Defendant’s possession including the Aggrieved Employee’s name, last-known mailing address,
22 Social Security number and number of Pay Periods.

23 1.7 “Approval Order” means the Court’s order granting approval of the Settlement.

24 1.8 “CMO” means the Court’s April 18, 2025 PAGA Case Management Order #1.

25 1.9 “Court” means the Superior Court of California, County of Riverside.

26 1.10 “Defendant” means named Defendant Angel View, Inc.

27 1.11 “Defense Counsel” means David B. Mulé and Jana B. FitzGerald of FitzGerald &
28 Mulé LLP.

1.12 “Effective Date” means the date on which the Court enters a Judgment on its Approval Order of the PAGA Settlement.

1.13 “Gross Settlement Amount” means \$200,000, which is the total amount Defendant agrees to pay under the Settlement, except as provided herein. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees, PAGA Counsel Expenses, PAGA Service Award, and Administration Expenses.

1.14 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 35% the PAGA Penalties calculated according to the number of Pay Periods worked during the PAGA Period.

1.15 “Judgment” means the judgment entered by the Court based upon the Approval Order.

1.16 “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699(i).

1.17 “LWDA PAGA Payment” means the 65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (m).

1.18 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: LWDA PAGA Payment, PAGA Service Award, PAGA Counsel Fees, PAGA Counsel Expenses, and Administration Expenses. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.

1.19 “PAGA Counsel” means John G. Yslas, Jose Maria D. Patino, Jr., Brian Louis, and Roger Ricardez of Wilshire Law Firm, the attorneys representing Plaintiff in the Action.

1.20 “PAGA Counsel Fees” and “PAGA Counsel Expenses” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

1.21 “PAGA Period” means the period from January 23, 2024 through the date of approval of the Settlement by the Court; provided, however, that if Defendant elects under the Escalator Clause, the PAGA Period shall instead run from January 23, 2024, through the date on which the number of Covered Pay Periods reaches 20,046. The PAGA Period is January 23, 2024, through the Effective Date, or, at Defendant’s election per Paragraph 5 of the MOU, through the date

when Pay Periods reach 20,046.

1.22 “PAGA” means the Private Attorneys General Act (Lab. Code § 2698, *et seq.*) (West 2025).

1.23 “PAGA Notice” means Plaintiff’s January 23, 2025 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.24 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 35% to the Aggrieved Employees and 65% to the LWDA in settlement of PAGA claims.

1.25 “PAGA Service Award” means the payment to Plaintiff for initiating the Action and providing services in support of the Action on behalf of the State and other Aggrieved Employees, as well as undertaking the risk of liability for attorneys’ fees and expenses in the event Plaintiff was unsuccessful in the prosecution of the Action. Pursuant to Section D.5 of the CMO, the amount of any Service Award shall be supported by Plaintiff’s declaration. establishing: (a) the services performed in furtherance of the Action; (b) the time expended performing those services; (c) the risks assumed and benefits received in prosecuting the Action; (d) any adverse consequences suffered; (e) any expenses incurred; and (f) any other PAGA case, pending or closed, in which Plaintiff served as the named plaintiff.

1.26 “Pay Period” means any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.27 “Plaintiff” means Harmony Mejia, the named plaintiff in the Action.

1.28 “Released PAGA Claims” means the claims being released by Plaintiff and PAGA Counsel as described in Paragraph 5 below.

1.29 “Released Parties” means only Defendant and its former and present directors, officers, employees, and agents.

1.30 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS.

2.1 On January 23, 2025, Plaintiff commenced this Action by filing a class action

1 complaint on behalf of herself and a putative class of current and former non-exempt employees
2 who worked for Defendant in California since January 23, 2021 (“Class Action”). The complaint
3 alleges against Defendant the following causes of action: 1) failure to pay minimum and straight
4 time wages; 2) failure to pay overtime wages; 3) failure to provide meal periods; 4) failure to
5 authorize and permit rest periods; 5) failure to timely pay final wages at termination; 6) failure to
6 provide accurate itemized wage statements; 7) failure to indemnify employees for expenditures;
7 and 8) unfair business practices under the Unfair Competition Law (“UCL”), Bus. & Prof. Code
8 § 17200, *et seq.*

9 2.2 On or around February 5, 2025, Defendant produced an arbitration agreement with a
10 class action waiver. After meeting and conferring in good faith, the Parties agreed that Plaintiff
11 would dismiss the Class Action and submit her individual claims to arbitration. Plaintiff’s
12 representative PAGA claims were stayed pending completion of arbitration before the Hon. Peter
13 Wilson (Ret.) of Signature Resolution, and the Parties engaged in discovery regarding Plaintiff’s
14 individual claims.

15 2.3 On April 1, 2025, Plaintiff filed a First Amended Complaint (“FAC”) adding a cause
16 of action for failure to produce records and a cause of action seeking civil penalties under PAGA.

17 2.4 Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave timely written
18 notice to Defendant and the LWDA by sending the PAGA Notice.

19 2.5 On April 16, 2025, the Court granted Plaintiff’s request to dismiss her individual
20 claims and all class claims without prejudice.

21 2.6 The FAC is the operative complaint in the Action (the “Operative Complaint”).
22 Defendant denies the allegations in the Operative Complaint, denies any failure to comply with
23 the laws identified in in the Operative Complaint and denies any and all liability for the causes of
24 action alleged.

25 2.7 On May 13, 2026, the Parties participated in an all-day mediation presided over by
26 Eric Steinert, Esq., which led to this Agreement to resolve the Action in its entirety.

27 2.8 Before mediation, Plaintiff obtained, through informal discovery, Plaintiff’s personnel
28 file, Aggrieved Employees’ timekeeping and payroll records, and Defendant’s written policies in

effect during the PAGA Period, including employee handbooks.

2.9 The Parties, Class Counsel, and Defense Counsel represent that they are not aware of any other pending matters or actions asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

3.1 Gross Settlement Amount. Defendant promises to pay \$200,000 and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount before the deadline stated in Paragraph 4.3. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

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

3.2.1 To Plaintiff: A PAGA Service Award of not more than \$10,000 (in addition to any Individual PAGA Payment to which Plaintiff is entitled as an Aggrieved Employee), subject to Court approval supported by Plaintiff's declaration. Defendant will not oppose Plaintiff's request for a PAGA Service Award that does not exceed this amount. If the Court approves a PAGA Service Award less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the PAGA Service Award using an IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the PAGA Service Award.

3.2.2 To PAGA Counsel: PAGA Counsel Fees of not more than one-third, which is currently estimated to be \$66,666.67, and PAGA Counsel Expenses of not more than \$15,000. Any request for attorney's fees or costs shall be supported by a declaration stating the total hours spent, work performed, reasonableness of the fee, evidence of hours, and detailed costs, as required by CMO Section D(3). Defendant will not oppose requests for these payments provided they do not exceed these amounts.

1 Plaintiff and/or Class Counsel may seek Court approval of a PAGA Counsel Fees and
2 PAGA Counsel Expenses. In support of the PAGA Counsel Expenses, PAGA Counsel
3 must submit a cost ledger listing each expense incurred during the Action. If the Court
4 approves PAGA Counsel Fees or PAGA Counsel Expenses less than the amount
5 requested, the Administrator will allocate the remainder to the Net Settlement Amount
6 available to aggrieved employees. Released Parties shall have no liability to PAGA
7 Counsel or any other Plaintiff's counsel arising from any claim to any portion of any
8 PAGA Counsel Fees and/or PAGA Counsel Expenses. The Administrator will pay
9 PAGA Counsel Fees and PAGA Counsel Expenses using one or more IRS Form 1099.
10 PAGA Counsel assumes full responsibility and liability for taxes owed on PAGA
11 Counsel Fees and PAGA Counsel Expenses and holds Defendant harmless, and
12 indemnifies Defendant, from any dispute or controversy regarding any division or
13 sharing of any of these payments.

14 3.2.3 To the Administrator: An Administration Expenses not to exceed \$5,750 except
15 for a showing of good cause and as approved by the Court. To the extent the
16 administration expenses are less than or the Court approves payment less than \$5,750,
17 the Administrator will retain the remainder in the Net Settlement Amount.

18 3.2.4 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of
19 \$102,583.33 to be paid from the Gross Settlement Amount, with 65% (\$66,679.16)
20 allocated to the LWDA PAGA Payment and 35% (\$35,904.17) allocated to Individual
21 PAGA Payments.

22 3.2.4.1 The Administrator will calculate each Individual PAGA Payment by (a)
23 dividing the amount of the Aggrieved Employees' 35% share of PAGA
24 Penalties (\$35,904.17) by the total number of PAGA Periods worked by all
25 Aggrieved Employees during the PAGA Period and (b) multiplying the result
26 by each Aggrieved Employee's PAGA Periods. Aggrieved Employees assume
27 full responsibility and liability for any taxes owed on their Individual PAGA
28 Payment. One hundred percent (100%) of each Individual PAGA Payment will

be considered penalties, and the Administrator will report Individual PAGA Payments on IRS 1099 Forms.

3.2.4.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 PAGA Pay Periods. Based on a review of its records to date, Defendant estimates there are 614 Aggrieved Employees who worked a total of 20,046 Pay Periods.

4.1.1 If the total number of Pay Periods as of the end of the PAGA Period exceeds the above figure by more than 10% (i.e., exceeds 22,050), then Defendant shall have the option either to: (i) increase the Gross Settlement Amount by a proportionate amount for each additional pay period beyond the 10% threshold (i.e., if the number of Pay Periods is 11% greater than 22,050 Pay Periods, then the Gross Settlement Amount shall increase by 1%); or (ii) end the PAGA Period on the date that the total number of Pay Periods reaches, but does not exceed, 22,050. For purposes of subsection (i), the Parties agree that the Gross Settlement Amount provides full compensation for 20,046 Pay Periods, and no increase shall apply to that amount. Any increase shall be calculated using a fixed per-Pay Period rate equal to the Gross Settlement Amount divided by 22,050 (the 10% threshold) Pay Periods, which shall serve as a fixed denominator and shall not be adjusted based on the actual number of Pay Periods. Each Pay Period in excess of 22,050 shall increase the Gross Settlement Amount by that fixed per-Pay Period rate. Defendant must notify PAGA Counsel and the Administrator of its election within 7 days after receiving the final Aggrieved Employee Data from the Administrator.

4.2 Aggrieved Employee Data. Within 30 days of the Effective Date, Defendant will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' 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

1 to Administrator employees who need access to effect and perform under this Agreement.
2 Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the
3 Aggrieved Employee Data omitted employee identifying information and to provide corrected or
4 updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the
5 deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the
6 Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or
7 otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

8 4.3 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement
9 Amount by transmitting the funds to the Administrator no later than 45 days after the Effective
10 Date.

11 4.4 Payments from the Gross Settlement Amount. Within 14 days after Defendant funds
12 the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA
13 Payments, the LWDA PAGA Payment, Administration Expenses, PAGA Counsel Fees, PAGA
14 Counsel Expenses and the PAGA Service Award. Disbursement of PAGA Counsel Fees, PAGA
15 Counsel Expenses, and the PAGA Service Award shall not precede disbursement of Individual
16 PAGA Payments.

17 4.4.1 The Administrator will issue checks for the Individual PAGA Payments and
18 send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The
19 face of each check shall prominently state the date (not less than 180 days after the
20 date of mailing) when the check will be voided. The Administrator will cancel all
21 checks not cashed by the void date. Before mailing any checks, the Administrator must
22 update the recipients' mailing addresses using the National Change of Address
23 Database.

24 4.4.2 The Administrator must conduct an Address Search for all Aggrieved
25 Employees whose checks are returned undelivered without a United States Postal
26 Service ("USPS") forwarding address. Within 7 days of receiving a returned check the
27 Administrator must re-mail the check to the USPS forwarding address provided or to
28 an address ascertained through the Address Search. The Administrator need not take

1 further steps to deliver checks to Aggrieved Employees whose re-mailed checks are
2 returned as undelivered. The Administrator shall promptly send a replacement check
3 to any Aggrieved Employee whose original check was lost or misplaced, as requested
4 by the Aggrieved Employee before the void date.

5 4.4.3 For any Aggrieved Employee whose Individual PAGA Payment check is
6 uncashed and cancelled after the void date, the Administrator shall transmit the funds
7 represented by such check to the California Controller's Unclaimed Property Fund in
8 the name of the Aggrieved Employee.

9 4.4.4 The payment of Individual PAGA Payments shall not obligate Defendant to
10 confer any additional benefits or make any additional payments to Aggrieved
11 Employees (such as 401(k) contributions or bonuses) beyond those specified in this
12 Agreement.

13 **5. RELEASES OF CLAIMS.**

14 5.1 Plaintiff's Release. In consideration of Plaintiff's Service Award, and the other terms
15 and conditions of the Settlement, as of the Effective Date, Plaintiff and Plaintiff's respective
16 former and present representatives, agents, attorneys (including PAGA Counsel), administrators,
17 successors, and assigns generally, release and discharge the Released Parties from all claims,
18 transactions, or occurrences arising during the PAGA Period that were, or reasonably could have
19 been, alleged, based on the facts contained in the Operative Complaint and/or the PAGA Notice,
20 including, but not limited to, claims arising under California Labor Code sections 201-204, 210,
21 218.5, 226, 226.2, 226.3, 226.7, 246, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2698
22 *et seq.*, 2800, and 2802, the Industrial Welfare Commission Wage Order, and any resulting claim
23 for attorneys' fees and costs. Plaintiff's Release does not extend to any claims or actions to
24 enforce this Agreement or to any claims for vested benefits, unemployment benefits, disability
25 benefits, social security benefits, or workers' compensation benefits that arose at any time or
26 based on occurrences outside the PAGA Period. Plaintiff acknowledges that Plaintiff may
27 discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or
28 believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective

1 in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.
2 Plaintiff also expressly waives the provisions, rights, and benefits, if any, of section 1542 of the
3 California Civil Code, which reads as follows:

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

8 ("Plaintiff's Release").

9 5.2 Released PAGA Claims: As of the Effective Date, Plaintiff, acting solely in her
10 capacity as a representative of the State under PAGA, and on behalf of the LWDA, releases all
11 claims for civil penalties that could have been sought by the Labor Commissioner for the
12 violations alleged in the PAGA Notice and/or to the extent they are alleged in the Operative
13 Complaint, including claims arising under California Labor Code sections 201-204, 210, 218.5,
14 226, 226.2, 226.3, 226.7, 246, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2698 *et*
15 *seq.*, 2800, and 2802, the Wage Orders, and any resulting claim for attorneys' fees and costs (the
16 "Released PAGA Claims"). Plaintiff does not release any other aggrieved employee's claims for
17 wages or damages.

18 **6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.** Within 30 days
19 after this agreement is fully executed, Plaintiff will prepare and file a motion for approval of this
20 Settlement ("Motion"), pursuant to Section D of the CMO. Plaintiff agrees to work with
21 Defendant in good faith to incorporate its comments on or edits to the Motion, which Defendant
22 will not oppose.

23 6.1 Plaintiff's Responsibilities. At least 7 days before filing, Plaintiff will prepare and
24 deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement
25 under Labor Code section 2699, subdivision (f)(2), including: (i) a draft Approval Order; (ii) a
26 signed declaration from the Administrator attaching its "not to exceed" bid for administering the
27 Settlement and attesting to its willingness to serve; competency; operative procedures for
28 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 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 (Lab. Code, §2699, subd. (1)(1)), and the Agreement (Lab. Code, § 2699, subd. (1)(2)); and (iv) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their declarations, Plaintiff and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Defendant's Responsibilities. Defendant agrees to provide a declaration in support of the Motion to PAGA Counsel at least seven (7) days prior to the deadline to file the Motion.

6.3 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the stipulation 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 Approval Order to the Administrator.

6.4 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 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 by meeting in good faith, in person or by telephone, 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 the 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. For purposes of the Motion, Plaintiff shall disclose the competitive bids obtained from multiple proposed administrators.

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 to 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 under U.S. Treasury Regulation section 468B-1.

7.4 Administrator Duties. The Administrator has a duty to perform all tasks to be performed by the Administrator set forth 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 and PAGA Counsel Expenses, 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 Net Settlement Amount.

1 **9. ADDITIONAL PROVISIONS.**

2 9.1 No Admission of Liability. This Agreement represents a compromise and settlement
3 of highly disputed claims. Nothing in this Agreement is intended or should be construed as an
4 admission by Defendant that any of the allegations in the Operative Complaint have merit or that
5 Defendant has any liability for any claims asserted; nor is it intended or should be construed as
6 an admission by Plaintiff that Defendant's defenses in the Action have merit. Defendant denies
7 that it has engaged in any unlawful activity, has failed to comply with the law in any respect, has
8 any liability to anyone under the claims asserted in the Action, or that the claims asserted in the
9 Action can proceed on a representative basis. The Parties agree that representative treatment is
10 for purposes of this Settlement only. If for any reason the Court does not approve this Settlement,
11 Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the
12 right to contest Defendant's defenses. The Settlement, this Agreement, and the Parties'
13 willingness to settle the Action will have no bearing on, and will not be admissible in connection
14 with, any litigation (except for proceedings to enforce or effectuate the Settlement and this
15 Agreement). Furthermore, whether or not the Judgment becomes Final, nothing in the Settlement,
16 this Agreement, any document, statement, proceeding, or conduct related to the Settlement or the
17 Agreement, or any reports or accounting of those matters, will be (i) construed as, offered or
18 admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to
19 Defendant or the Released Parties, including, but not limited to, evidence of a presumption,
20 concession, indication, or admission by any of the Released Parties of any liability, fault,
21 wrongdoing, omission, concession, or damage; or (ii) disclosed, referred to, or offered in evidence
22 against Defendant or any of the Released Parties, in any further proceeding in the Action or any
23 other civil, criminal, or administrative action or proceeding except for purposes of effectuating
24 the Settlement pursuant to this Agreement.

25 9.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
26 together with its attached exhibits shall constitute the entire agreement between the Parties
27 relating to the Settlement, superseding any and all oral representations, warranties, covenants or
28 inducements made to or by any Party.

1 9.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and
2 represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate
3 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate
4 its terms, and to execute any other documents reasonably required to effectuate the terms of this
5 Agreement including any amendments to this Agreement.

6 9.4 Cooperation. The Parties and their counsel will cooperate with each other and use their
7 best efforts in good faith to implement the Settlement by, among other things, modifying the
8 Settlement Agreement and submitting supplemental evidence and supplementing points and
9 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
10 or content of any document necessary to implement the Settlement, or on any modification of the
11 Agreement that may become necessary to implement the Settlement, the Parties will seek the
12 assistance of a mediator or the Court for resolution.

13 9.5 No Prior Assignments. The Parties separately represent and warrant that they have not
14 directly or indirectly assigned, transferred, encumbered or purported to assign, transfer or
15 encumber to any person or entity any portion of any liability, claim, demand, action, cause of
16 action or right released and discharged by the Party in this Settlement.

17 9.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant, nor Defense Counsel
18 are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be
19 relied upon as such within the meaning of United States Treasury Department Circular 230 (31
20 CFR Part 10, as amended) or otherwise.

21 9.7 Modification of Agreement. This Agreement, and all parts of it, may be amended,
22 modified, changed or waived only by an express written instrument signed by all Parties or their
23 successors-in-interest and approved by the Court.

24 9.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure
25 to the benefit of, the successors of each of the Parties.

26 9.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be
27 governed by and interpreted according to the laws of the State of California, without regard to
28 conflict of law principles.

1 9.10 Cooperation in Drafting. The Parties have cooperated in drafting and preparing this
2 Agreement. This Agreement will not be construed against any Party on the basis that the Party
3 was the drafter or participated in the drafting.

4 9.11 Confidentiality. To the extent permitted by law, all agreements made and orders
5 entered during the Action and in this Agreement relating to the confidentiality of information
6 shall survive the execution of this Agreement. In addition, Plaintiff and PAGA Counsel agree not
7 to issue any press or other media releases or talk to the press or media regarding the Settlement,
8 and PAGA Counsel agree not to publicize the Settlement on their website or social media.
9 Furthermore, prior to filing the Motion, Plaintiff and PAGA Counsel will not communicate
10 regarding the Settlement with anyone other than family members, clients, Aggrieved Employees,
11 financial advisors, retained experts, and vendors related to settlement administration. If, before
12 filing the Motion, Plaintiff or PAGA Counsel disclose to any unauthorized party (a) that a
13 settlement has been reached or (b) any of the terms of the Settlement except as required by law
14 or to effect the Settlement, Defendant may rescind the Settlement, rendering it null and void.

15 9.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA
16 Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the PAGA
17 Data provided to PAGA Counsel by Defendant in connection with the mediation, other settlement
18 negotiations, or the Settlement, may be used only with respect to this Settlement, and for no other
19 purpose, and may not be used in any way that violates any existing contractual agreement, statute
20 or the California Rules of Court. Not later than 90 days after the Administrator discharges its
21 obligation to pay out all Settlement funds, Plaintiff shall destroy all paper and electronic versions
22 of Aggrieved Employee Data received from Defendant unless, prior to the Administrator's
23 payment of all Settlement funds, Defendant makes a written request to PAGA Counsel for the
24 return, rather than the destruction, of Aggrieved Employee Data.

25 9.13 Headings. The descriptive heading of any section or paragraph of this Agreement is
26 inserted for convenience of reference only and does not constitute a part of the Agreement.

27 9.14 Calendar Days. Unless otherwise noted, all references to "days" in this Agreement
28 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: John G. Yslas
john.yslas@wilshirelawfirm.com
Jose Maria D. Patino, Jr.
jose.patino@wilshirelawfirm.com
Brian Louis
brian.louis@wilshirelawfirm.com
Roger Ricardez
roger.ricardez@wilshirelawfirm.com
WILSHIRE LAW FIRM
660 S. Figueroa St., Sky Lobby
Los Angeles, CA 90017
Telephone: (213) 381-9988

To Defendant: **FITZGERALD & MULÉ LLP**
David B. Mulé
dmule@fitzgeraldmulelaw.com
Jana B. FitzGerald
jfitzgerald@fitzgeraldmulelaw.com
74770 Highway 111, Suite 205
Indian Wells, CA 92211
Tel: (760) 325-5055

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.

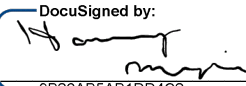
9.17 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure section

583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

By the Parties:

PLAINTIFF

Dated: 7/30/2026

DocuSigned by:

9B26AB5AB1DD4C2...
Harmony Mejia

DEFENDANT

Dated: _____

Angel View, Inc.

By: _____

Position: _____

Approved by counsel:

Dated: 7/29/2026

WILSHIRE LAW FIRM

By: 
John G. Yslas
Jose Maria D. Patino, Jr.
Brian Louis
Roger Richardez

Attorneys for Plaintiff HARMONY MEJIA

DATED:

FITZGERALD & MULÉ LLP

By: _____
David B. Mulé
Jana B. FitzGerald

Attorneys for Defendant ANGEL VIEW, INC.

583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

By the Parties:

PLAINTIFF

Dated: _____

Harmony Mejia

DEFENDANT

Dated: July 30, 2026

Patti Park

Angel View, Inc.

By: Patti Park

Position: Executive Director

Approved by counsel:

Dated:

WILSHIRE LAW FIRM

By: _____

John G. Yslas

Jose Maria D. Patino, Jr.

Brian Louis

Roger Richardez

Attorneys for Plaintiff HARMONY MEJIA

DATED:

FITZGERALD & MULÉ LLP

By: _____

David B. Mulé

Jana B. FitzGerald

Attorneys for Defendant ANGEL VIEW, INC.