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on behalf of herself and all others aggrieved

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Attorneys for Defendant, MW BHCC LLC

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

CELIA QUINTERO, an individual and on
behalf of all others similarly situated,

Plaintiff,

v.

MW BHCC LLC a California limited liability
company d.b.a. GRIFFIN CLUB LOS
ANGELES; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO: 22STCV24561
RELATED TO CASE NO. 22STCV32539

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Settlement,” “Agreement” or “Settlement Agreement”) is made by and between plaintiff Celia Quintero (“Plaintiff”), individually and on behalf of the Aggrieved Employees; and defendant MW BHCC, LLC. (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS

1.1. “PAGA Action” means Plaintiff’s PAGA lawsuit alleging wage and hour violations against Defendant captioned *Quintero v. MW BHCC, LLC*, Case No. 22STCV32539 in the Superior Court of the State of California, County of Los Angeles.

1.2. “Administrator” means Apex Class Action, LLC, 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 a person employed by Defendant in California and classified as a non-exempt, hourly-paid employee who worked for Defendant during the PAGA Period.

1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendant’s possession including the Aggrieved Employee’s name, last-known mailing address, Social Security Number, and the dates of employment (i.e., hire dates, and, if applicable, re-hire date(s) and/or separation date(s)).

1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employees’ mailing addresses using all reasonably available sources, methods and means, including, but not limited to, the National

1 Change of Address database, skip traces and direct contact by the Administrator with Aggrieved
2 Employees.

3 **1.7. “Court”** means the Superior Court of California, County of Los Angeles.

4 **1.8. “Defense Counsel”** means Orlando Arellano and Kristel Haddad of Jackson
5 Lewis P.C.

6 **1.9. “Effective Date”** means the date by when both of the following have occurred:

7 (a) the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the
8 Judgment is final. The Judgment is final on the day the Court enters Judgment.

9 **1.10. “Gross Settlement Amount”** means Two Hundred and Ninety Thousand Dollars
10 (\$290,000.00), which is the total amount Defendant agrees to pay under the settlement except as
11 provided in Paragraph 8.1 below. The Gross Settlement Amount will be used to pay Individual
12 PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel
13 Litigation Expenses Payment, and the Administrator’s Expenses Payment.

14 **1.11. “Individual PAGA Payment”** means the Aggrieved Employee’s pro rata share
15 of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved
16 Employee worked during the PAGA Period.

17 **1.12. “Judgment”** means the judgment entered by the Court based upon the Final
18 Approval.

19 **1.13. “LWDA”** means the California Labor and Workforce Development Agency, the
20 agency entitled, under Labor Code section 2699, subd. (i).

21 **1.14. “LWDA PAGA Payment”** means the 75% of the PAGA Penalties paid to the
22 LWDA under Labor Code section 2699, subd. (i).

23 **1.15. “Net Settlement Amount”** means the Gross Settlement Amount, less the
24 following payments in the amounts approved by the Court: Individual PAGA Payments, the
25 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.

1.16. “Operative Complaint” means Plaintiff’s complaint in the PAGA Action.

1.17. “PAGA Counsel” means David D. Bibiyan, and Vedang J. Patel of Bibiyan Law Group, P.C. The term “PAGA Counsel” shall be used synonymously with the term “Plaintiff’s Counsel.”

1.18. “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.

1.19. “PAGA Pay Period” or “Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant during the PAGA Period, based on hire dates, termination dates (if applicable) and re-hire dates (if applicable).

1.20. “PAGA Period” means the period from July 29, 2021 through the date of Approval of this Settlement.

1.21. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).

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

1.23. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Net Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to LWDA in settlement of PAGA claims.

1.24. “PAGA Representative” means Plaintiff, the named plaintiff in the Action.

1.25. “PAGA Representative Service Payment” means the payment to the PAGA Representative for initiating the Action and providing services in support of the Action.

1.26. “Plaintiff” means Celia Quintero, the named plaintiff in the Action.

1 **1.27. “Approval Order”** means the proposed Court Order Granting Approval of
2 PAGA Settlement.

3 **1.28. “Released PAGA Claims”** means the claims being released by the Plaintiff and
4 PAGA Counsel and as described in Paragraph (5) below.

5 **1.29. “Released Parties”** means the Defendant MW BHCC, LLC, and each of its
6 former and present directors, officers, shareholders, owners, members, attorneys, insurers,
7 predecessors, successors, assigns, subsidiaries and affiliates.

8 **1.30. “Settlement”** means the disposition of the Action effected by this Agreement and
9 the Judgment.

10 **1.31. “Defendant”** means the named Defendant, MW BHCC, LLC.

11 **2. RECITALS**

12 **2.1.** On July 29, 2022, Plaintiff commenced this action by filing a putative Class
13 Action Complaint in the Los Angeles Superior Court (Case No. 22STCV24561) (the “Class
14 Action”).

15 **2.2.** On July 29, 2022, Plaintiff filed with the LWDA and served on Defendant a notice
16 under Labor Code section 2699.3 stating Plaintiff intended to serve as a proxy of the LWDA to
17 recover civil penalties on behalf of Aggrieved Employees for alleged Labor Code violations
18 (“PAGA Notice”).

19 **2.3.** On October 4, 2022, Plaintiff filed a separate PAGA Complaint against Defendant
20 for the violations of the Labor Code as alleged in the PAGA Notice (Case No. 22STCV32539)
21 (the “PAGA Action”).

22 **2.4.** On December 20, 2023, the Parties participated in an initial mediation with
23 Michael J. Loeb on a class and PAGA basis. The mediation was unsuccessful.

24 **2.5.** On February 2, 2024, the Court related the Class Action and the PAGA Action
25 making the Class Action the lead case.

1 **2.6.** On April 22, 2024, the Court granted Defendant’s motions to compel arbitration
2 related to both the Class Action and the PAGA Action. As a result of the Court’s order, the class
3 action claims were dismissed and Plaintiff was required to arbitrate both his individual wage
4 claims, and his individual PAGA claim, staying the remaining PAGA claims of other allegedly
5 aggrieved employees.

6 **2.7.** On November 27 ,2024, the Parties participated in an all-day mediation on a
7 PAGA-only basis presided over by Gig Kyriacou, which was successful and lead to the present
8 settlement of this case on a PAGA basis only.

9 **2.8.** Prior to mediation, Defendant agreed to informally produce the following: (1)
10 employee handbooks and applicable policies in effect during the PAGA Period; (2) a 10%
11 sampling of time and payroll records; and (3) all documents related to Plaintiff’s employment
12 with Defendant. Based on these records and in consultation with expert consultants, Plaintiff’s
13 counsel was able to extrapolate all pertinent data through the second mediation, including number
14 of Aggrieved Employees, number of Pay Periods, number of shifts worked, the number of meal
15 period violations, the number of rest period violations, the number of Aggrieved Employees
16 eligible for wage statement penalties and waiting time penalties, among others.

17 **2.9.** The Parties, PAGA Counsel and Defense Counsel represent that they are not
18 aware of any other pending matter or action asserting claims that will be extinguished or affected
19 by the Settlement.

20 **3. MONETARY TERMS**

21 **3.1. Gross Settlement Amount.** Except as otherwise provided by Paragraph 8.1
22 below, Defendant promises to pay \$290,000.00 and no more as the Gross Settlement Amount.
23 Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in
24 Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement
25

1 Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of
2 payment. None of the Gross Settlement Amount will revert to Defendant.

3 **3.2. Payments from the Gross Settlement Amount.** The Administrator will make
4 and deduct the following payments from the Gross Settlement Amount, in the amounts specified
5 by the Court in the Final Approval:

6 **3.2.1 To PAGA Counsel:** A PAGA Counsel Fees Payment of not more than 1/3
7 of the Gross Settlement Amount which is currently estimated to be
8 \$96,666.67 and PAGA Counsel Litigation Expenses Payment of not more
9 than \$50,000.00. Defendant will not oppose requests for Court approval of
10 these payments provided that they do not exceed these amounts unless, in
11 the event of a material breach of this Agreement by Defendant, Plaintiff is
12 required to move the Court for enforcement of this Agreement. Plaintiff
13 and/or PAGA Counsel will file an application or motion for PAGA
14 Counsel Fees Payment and PAGA Litigation Expenses Payment. If the
15 Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel
16 Litigation Expenses Payment less than the amounts requested, the
17 Administrator will allocate the remainder to the Net Settlement Amount.
18 Released Parties shall have no liability to PAGA Counsel or any other
19 Plaintiff's Counsel arising from any claim to any portion any PAGA
20 Counsel Fees Payment and/or PAGA Counsel Litigation Expenses
21 Payment. The Administrator will pay the PAGA Counsel Fees Payment
22 and PAGA Counsel Litigation Expenses Payment using one or more IRS
23 1099 Forms. PAGA Counsel assumes full responsibility and liability for
24 taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel
25 Litigation Expenses Payment and holds Defendant harmless, and

1 indemnifies Defendant, from any dispute or controversy regarding any
2 division or sharing of any of these Payments.

3 **3.2.2 To the Administrator:** An Administrator Expenses Payment not to
4 exceed \$5,990.00 except for a showing of good cause and as approved by
5 the Court. To the extent the Administration Expenses are less or the Court
6 approves payment less than \$5,990.00 the Administrator will retain the
7 remainder in the Net Settlement Amount.

8 **3.2.3 To the LWDA and Aggrieved Employees:** PAGA Penalties in the
9 amount of \$137,343.33 to be paid from the Gross Settlement Amount, with
10 75% (\$103,007.50) allocated to the LWDA PAGA Payment and 25%
11 (\$34,335.83) allocated to the Individual PAGA Payments.

12 **3.2.3.1** The Administrator will calculate each Individual PAGA Payment
13 by (a) dividing the amount of the Aggrieved Employees' 25% share
14 of PAGA Penalties (\$34,335.83) by the total number of PAGA
15 Period Pay Periods worked by all Aggrieved Employees during the
16 PAGA Period and (b) multiplying the result by each Aggrieved
17 Employee's PAGA Period Pay Periods. Aggrieved Employees
18 assume full responsibility and liability for any taxes owed on their
19 Individual PAGA Payment.

20 **3.2.3.2** If the Court approves PAGA Penalties of less than the amount
21 requested, the Administrator will allocate the remainder to the Net
22 Settlement Amount. The Administrator will report the Individual
23 PAGA Payments on IRS 1099 Forms.

24 **4. SETTLEMENT FUNDING PAYMENTS**

1 **4.1. Aggrieved Employee Pay Periods.** Based on a review of its records to date,
2 Defendant estimated there were 300 Aggrieved Employees who worked a total of 8,258 PAGA
3 Pay Periods from the beginning of the PAGA Period until mediation on November 27, 2024.

4 **4.2. Aggrieved Employee Data.** Within twenty-one (21) days, Defendant will
5 simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a
6 Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator
7 must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data
8 only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved
9 Employee Data to Administrator employees who need access to the Aggrieved Employee Data
10 to effect and perform under this Agreement. Defendant has a continuing duty to immediately
11 notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee
12 identifying information and to provide corrected or updated Aggrieved Employee Data as soon
13 as reasonably feasible. Without any extension of the deadline by which Defendant must send the
14 Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously
15 use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or
16 omitted Aggrieved Employee Data.

17 **4.3. Funding of Gross Settlement Amount.** Defendant shall fully fund the Gross
18 Settlement Amount by transmitting the funds to the Administrator no later than forty-five
19 (45)calendar days after the Effective Date.

20 **4.4. Payments from the Gross Settlement Amount.** Within fourteen (14) days after
21 Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all
22 Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment,
23 the PAGA Counsel Litigation Expenses Payment. Disbursement of the PAGA Counsel Litigation
24 Expenses Payment and PAGA Representative Service Payment shall not precede disbursement
25 of Individual PAGA Payments.

1 **4.4.1.** The Administrator will issue checks for the Individual PAGA Payments
2 and send them to the Aggrieved Employees via First Class U.S. Mail,
3 postage prepaid. The face of each check shall prominently state the date
4 (not less than 180 days after the date of mailing) when the check will be
5 voided. The Administrator will cancel all checks not cashed by the void
6 date. Before mailing any checks, the Settlement Administrator must update
7 the recipients' mailing addresses using the National Change of Address
8 Database.

9 **4.4.2.** The Administrator must conduct an Aggrieved Employee Address Search
10 for all Aggrieved Employees whose checks are returned undelivered
11 without USPS forwarding address. Within 3 days of receiving a returned
12 check, the Administrator must re-mail checks to the USPS forwarding
13 address provided or to an address ascertained through the Aggrieved
14 Employee Address Search. The Administrator need not take further steps
15 to deliver checks to Aggrieved Employees whose re-mailed checks are
16 returned as undelivered. The Administrator shall promptly send a
17 replacement check to any Aggrieved Employee whose original check was
18 lost or misplaced, requested by the Aggrieved Employee prior to the void
19 date.

20 **4.4.3.** For any Aggrieved Employee whose Individual PAGA Payment check is
21 uncashed and cancelled after the void date, the Administrator shall
22 transmit the funds represented by such checks to the California Controller's
23 Unclaimed Property Fund in the name of the Aggrieved Employee.

24 **4.4.4.** The payment of Individual PAGA Payments shall not obligate Defendant
25 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 Defendant fully fund the entire Gross Settlement Amount, Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

5.1. 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 facts stated in the Operative Complaint and the PAGA Notice.

5.2. 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

1 conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any
2 financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed
3 declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all
4 necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)),
5 Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code
6 section 2699, subd. (l)(2)); (iv) a redlined version of the parties' Agreement showing all
7 modifications made to the Model Agreement ready for filing with the Court; and (v) all facts
8 relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the
9 Administrator. In their Declarations, Plaintiff and PAGA Counsel shall aver that they are not
10 aware of any other pending matter or action asserting claims that will be extinguished or
11 adversely affected by the Settlement.

12 **6.2. Responsibilities of PAGA Counsel.** PAGA Counsel is responsible for
13 expeditiously finalizing and filing the application or motion for approval of this Settlement after
14 the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the
15 motion. Defense Counsel is responsible appearing in Court to advocate in favor of the motion.
16 PAGA Counsel is also responsible for delivering the Court's Preliminary Approval to the
17 Administrator.

18 **6.3. Duty to Cooperate.** If the Parties disagree on any aspect of the proposed
19 application or motion for approval of this Settlement and/or the supporting declarations and
20 documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of
21 the Parties by meeting and conferring, and in good faith, to resolve the disagreement. If the Court
22 does not grant the motion for approval of this Settlement or conditions its approval on any
23 material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work
24 together on behalf of the Parties by meeting and conferring, and in good faith, to modify the
25 Agreement and otherwise satisfy the Court's concerns.

1 **7. SETTLEMENT ADMINISTRATION**

2 **7.1. Selection of Administrator.** The Parties have jointly selected Apex Class Action,
3 LLC to serve as the Administrator and verified that, as a condition of appointment, Apex Class
4 Action, LLC agrees to be bound by this Agreement and to perform, as a fiduciary, all duties
5 specified in this Agreement in exchange for payment of Administration Expenses. The Parties
6 and their Counsel represent that they have no interest or relationship, financial or otherwise, with
7 the Administrator other than a professional relationship arising out of prior experiences
8 administering settlements.

9 **7.2. Employer Identification Number.** The Administrator shall have and use its own
10 Employer Identification Number for purposes of calculating payroll tax withholdings and
11 providing reports state and federal tax authorities.

12 **7.3. Qualified Settlement Fund.** The Administrator shall establish a settlement fund
13 that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury
14 Regulation section 468B-1.

15 **7.4. Administrator Duties.** The Administrator has a duty to perform or observe all
16 tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

17 **8. AGGRIEVED EMPLOYEE SIZE ESTIMATES and ESCALATOR**
18 **CLAUSE**

19 Based on its records, Defendant estimate that, as of the date of this Settlement Agreement
20 there are 300 Aggrieved Employees who worked 8,258 Pay Periods during the PAGA Period.

21 **8.1 Increase in the Gross Settlement Amount.** 23. Defendant represents that
22 there are approximately 313 employees who worked no more than 8,258 Pay Periods during the
23 PAGA Period. In the event the number of Pay Periods worked during the PAGA Period increases
24 by more than 10%, i.e., more than 9,083 total Pay Periods worked, then, at Defendant’s election,
25 either: (1) the Gross Settlement Amount shall be increased proportionally by the number of Pay

Periods worked in excess of 9,083 multiplied by the Pay Period Value. The Pay Period Value shall be calculated by dividing the Gross Settlement Amount by 8,258; or (2) the PAGA period shall end on the date the number of pay periods reaches 9,083. The Parties agree that the Pay Period Value amounts to \$35.12 per Pay Period (\$290,000/ 8,258 Pay Periods). Thus, for example, should there be 9,084 Pay Periods in the PAGA Period, and Defendant elects option (1) above then the Gross Settlement Amount shall be increased by \$35.12 ((9,084 Pay Periods – 9,083 Pay Periods) x \$35.12/Pay Periods.). Defendant shall provide the PAGA Data to the Settlement Administrator no later than 21 days prior to the approval hearing on Plaintiff’s motion for approval of the PAGA settlement. Defendant shall make the above election no later than seven days after receiving sufficient information the number of Pay Periods has exceeded 9,083, otherwise, Defendant will be presumed to have chosen option (1).

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

1 and the Judgment becomes final, except as to matters that do not affect the amount of the Net
2 Settlement Amount.

3 **10. ADDITIONAL PROVISIONS**

4 **10.1. No Admission of Liability or Representative Manageability for Other**
5 **Purposes.** This Agreement represents a compromise and settlement of highly disputed claims.
6 Nothing in this Agreement is intended or should be construed as an admission by Defendant that
7 any of the allegations in the Operative Complaint have merit or that Defendant have any liability
8 for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that
9 Defendant' defenses in the Action have merit. 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 reserve 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 Parties' willingness to
13 settle the Action will have no bearing on, and will not be admissible in connection with, any
14 litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

15 **10.2. Integrated Agreement.** Upon execution by all Parties and their counsel, this
16 Agreement together with its attached exhibits shall constitute the entire agreement between the
17 Parties relating to the Settlement, superseding any and all oral representations, warranties,
18 covenants, or inducements made to or by any Party.

19 **10.3. Attorney Authorization.** PAGA Counsel and Defense Counsel separately
20 warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take
21 all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement
22 to effectuate its terms, and to execute any other documents reasonably required to effectuate the
23 terms of this Agreement including any amendments to this Agreement.

1 **10.4. Cooperation.** The Parties and their counsel will cooperate with each other and
2 use their best efforts, in good faith, to implement the Settlement by, among other things,
3 modifying the Settlement Agreement, submitting supplemental evidence and supplementing
4 points and authorities as requested by the Court. In the event the Parties are unable to agree upon
5 the form or content of any document necessary to implement the Settlement, or on any
6 modification of the Agreement that may become necessary to implement the Settlement, the
7 Parties will seek the assistance of a mediator and/or the Court for resolution.

8 **10.5. No Prior Assignments.** The Parties separately represent and warrant that they
9 have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer,
10 or encumber to any person or entity and portion of any liability, claim, demand, action, cause of
11 action, or right released and discharged by the Party in this Settlement.

12 **10.6. No Tax Advice.** Neither Plaintiff, PAGA Counsel, Defendant nor Defense
13 Counsel are providing any advice regarding taxes or taxability, nor shall anything in this
14 Settlement be relied upon as such within the meaning of United States Treasury Department
15 Circular 230 (31 CFR Part 10, as amended) or otherwise.

16 **10.7. Modification of Agreement.** This Agreement, and all parts of it, may be
17 amended, modified, changed, or waived only by an express written instrument signed by all
18 Parties or their representatives, and approved by the Court.

19 **10.8. Agreement Binding on Successors.** This Agreement will be binding upon, and
20 inure to the benefit of, the successors of each of the Parties.

21 **10.9. Applicable Law.** All terms and conditions of this Agreement and its exhibits will
22 be governed by and interpreted according to the internal laws of the state of California, without
23 regard to conflict of law principles.

1 **10.10. Cooperation in Drafting.** The Parties have cooperated in the drafting and
2 preparation of this Agreement. This Agreement will not be construed against any Party on the
3 basis that the Party was the drafter or participated in the drafting.

4 **10.11. Confidentiality.** To the extent permitted by law, all agreements made, and orders
5 entered during Action and in this Agreement relating to the confidentiality of information shall
6 survive the execution of this Agreement.

7 **10.12. Use and Return of Aggrieved Employee Data.** Information provided to PAGA
8 Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data
9 provided to PAGA Counsel by Defendant in connection with the mediation, other settlement
10 negotiations, or in connection with the Settlement, may be used only with respect to this
11 Settlement, and no other purpose, and may not be used in any way that violates any existing
12 contractual agreement, statute, or rule of court.

13 **10.13. Headings.** The descriptive heading of any section or paragraph of this Agreement
14 is inserted for convenience of reference only and does not constitute a part of this Agreement.

15 **10.14. Calendar Days.** Unless otherwise noted, all reference to “days” in this Agreement
16 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
17 weekend or federal legal holiday, such date or deadline shall be on the first business day
18 thereafter.

19 **10.15. Notice.** All notices, demands or other communications between the Parties in
20 connection with this Agreement will be in writing and deemed to have been duly given as of the
21 third business day after mailing by United States mail, or the day sent by email or messenger,
22 addressed as follows:

23 **To Plaintiff:**

24 BIBIYAN LAW GROUP, P.C.
25

1 1460 Westwood Boulevard
2 Los Angeles, California 90024

3 **To Defendant:**

4 JACKSON LEWIS P.C.
5 725 South Figueroa Street, Suite 2500
6 Los Angeles, California 90017-5408

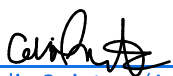
7 **10.16. Execution in Counterparts.** This Agreement may be executed in one or more
8 counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this
9 Agreement shall be accepted as an original. All executed counterparts and each of them will be
10 deemed to be one and the same instrument if counsel for the Parties will exchange between
11 themselves signed counterparts. Any executed counterpart will be admissible in evidence to
12 prove the existence and contents of this Agreement.

13 **10.17. Stay of Litigation.** The Parties agree that upon the execution of this Agreement
14 the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further
15 agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the
16 date to bring a case to trial under CCP section 583.310 for the entire period of this settlement
17 process.

18 **10.18. Severability.** In the event that one or more of the provisions contained in this
19 Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such
20 invalidity, illegality, or unenforceability shall in no way effect any other provision if Defendant'
21 Counsel and PAGA Counsel, on behalf of the Parties and the Aggrieved Employees, mutually
22 elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been
23 included in this Agreement.

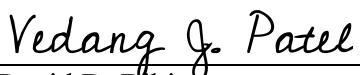
24 **IT IS SO AGREED:**

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Celia Quintero (Apr 30, 2025 16:46 PDT)

For Plaintiff, Celia Quintero

For Defendant, MW BHCC, LLC.


David D. Bibiyan
Vedang J. Patel
Counsel for Plaintiff

Kristel Haddad
Orlando Arellano
Counsel for Defendant