

## [MODEL] PAGA SETTLEMENT AGREEMENT<sup>i</sup>

This PAGA Settlement Agreement ("Agreement") is made by and between plaintiffs Maria Lopez and Dominga Vargas ("Plaintiffs") and defendants Maidpro Los Angeles, LLC, Inc. ("Maidpro Los Angeles, LLC"), Ron Ledwin, and Paola Ledwin (collectively "Defendants"). The Agreement refers to Plaintiffs and Defendants collectively as "Parties," or individually as "Party."

### 1. DEFINITIONS.

- 1.1. "Action" means the Plaintiffs' PAGA lawsuit alleging wage and hour violations against Defendants, captioned *MARIA LOPEZ and DOMINGA VARGAS, v. MAIDPRO LOS ANGELES, LLC, RON LEDWIN, PAOLA LEDWIN, and DOES 1 through 20, inclusive*, initiated on September 26, 2022 and pending in Superior Court of the State of California, County of Los Angeles, Case No. 22STCV25309.
- 1.2. "Aggrieved Employee" means current/former non-exempt employees of Maidpro Los Angeles, LLC in the State of California during the PAGA Period.
- 1.3. "Aggrieved Employee Data" means Aggrieved Employee identifying information in Maidpro Los Angeles, LLC's possession including the Aggrieved Employee's name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.4. "Court" means the Superior Court of California, County of Los Angeles.
- 1.5. "Defense Counsel" means Martin Dack and Dack Law Group.
- 1.6. "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.
- 1.7. "Gross Settlement Amount" means \$125,000 which is the total amount Defendants agree 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, and the \$115,000 to Plaintiffs and their counsel for Plaintiffs' individual claims in Paragraph 3 below ("Individual Settlement").
- 1.8. "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.
- 1.9. "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 entitled, under Labor Code section 2699, subd. (i).
- 1.11. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.12. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: LWDA PAGA Payment, and Individual Settlement. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.
- 1.13. "PAGA Counsel" means Eli Banayan of the Bana Legal Group, PC, and Matthew Rabban of the Law Offices of Matthew Rabban, APC, the attorneys representing the Plaintiffs in the Action.
- 1.14. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Maidpro Los Angeles, LLC for at least one day during the PAGA Period."
- 1.15. "PAGA Period" means the period from July 21, 2021 through the date of an order approving Plaintiff's motion for preliminary approval.
- 1.16. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698, et seq.).
- 1.17. "PAGA Notice" means Plaintiff's July 21, 2022 letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.18. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$2,500.00) and the 75% to LWDA (\$7,500.00) in settlement of PAGA claims.
- 1.19. "Plaintiffs" means Maria Lopez and Dominga Vargas, the named plaintiffs in the Action.
- 1.20. "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.21. "Released PAGA Claims" means the claims being released by the Plaintiffs and PAGA Counsel and as described in Paragraph 5 below.
- 1.22. "Released Parties" means: (1) Maidpro Los Angeles, LLC and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates; (2) Ron Ledwin (also known by Ronald Ledwin), and his respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns

generally; and (3) Paola Ledwin, and her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally.

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

1.24. "Maidpro Los Angeles, LLC" means named Defendant Maidpro Los Angeles, LLC, Inc.

## 2. RECITALS.

2.1. On August 5, 2022, Plaintiffs commenced this Action by filing a Complaint (and First Amended Complaint filed September 26, 2022) alleging causes of action against Defendants for: (1) Failure To Provide Meal and Rest Periods [Cal. Lab. Code §§226.7, 512]; (2) Failure To Pay All Wages Due Upon Termination: Waiting Time Penalties [Cal. Lab. Code§ 201-203]; (3) Failure To Pay All Wages Earned [Cal. Lab. Code§ 201-202, 218,218.5, 1194, 1194.2, 1198]; (4) Failure to Reimburse Employee Expenses [Cal. Lab. Code §2802; (5) Failure To Pay Overtime Wages [Cal. Lab. Code § 510, 21.5, AND 1194]; (6) Failure To Issue Accurate Itemized Wage Statements [Cal. Lab. Code § 226,226.3]; (7) Failure To Timely Produce Personnel File [Cal. Lab. Code§ 1198.5]; (8) Violations Of California's Unfair Competition Act [Bus. & Prof. Code § 17200 et seq.]; (9) Failure to Pay Minimum Wage [Cal. Lab. Code §1197]; (10) Private Attorney General Act. The Amended Complaint is the operative complaint in the Action (the "Operative Complaint"). Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in in the Operative Complaint and deny any and all liability for the causes of action alleged.

2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiffs gave timely written notice to Defendants and the LWDA by sending the PAGA Notice.

2.3. Between May 19, 2023 and June 19, 2023,

☒ the Parties participated in an all-day mediation presided over by Barry M. Appel which led to this Agreement to settle the Action.

☐ the Parties engaged in direct negotiation between counsel which led to this Agreement to settle the Action.

2.4. Prior to ☒ mediation ☐ negotiating the Settlement, Plaintiff obtained, through

☒ formal ☒ informal discovery, Plaintiffs' personnel records, including their wage statements and attendance records, information on Plaintiffs' meal and rest breaks, information on the purported size of the PAGA class, and Maidpro Los Angeles, LLC' policies and procedures.

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. Except as otherwise provided by Paragraph 9 below, Maidpro Los Angeles, LLC promises to pay \$ 125,000 and no more as the Gross Settlement Amount. Maidpro Los Angeles, LLC has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 6.1 of this Agreement. Maidpro Los Angeles, LLC 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 Maidpro Los Angeles, LLC.
- 3.2. Payments from the Gross Settlement Amount. Maidpro Los Angeles, LLC 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 the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$10,000 to be paid from the Gross Settlement Amount, with 75% (\$7,500) allocated to the LWDA PAGA Payment and 25% (\$2,500) allocated to the Individual PAGA Payments. Maidpro Los Angeles, LLC will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$2,500) 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.
  - 3.2.2. To Plaintiffs and Their Counsel: Defendant shall issue a check made payable to "Law Offices of Matthew Rabban, Client Trust Account" in the amount of \$115,000, representing the Gross Settlement Amount, less the \$2,500 that Defendants shall pay to the Aggrieved Employees, as set forth in Section 3.2.2.1, and the \$7,500 that Defendants shall pay to the LWDA (LWDA PAGA Payment). The \$115,000 payment encompasses Plaintiffs' individual claims (which are alleged to be approximately \$200,000.00), as well as PAGA counsels' attorneys' fees and costs. 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 Maidpro Los Angeles, LLC harmless, and indemnifies Maidpro Los Angeles, LLC, from any dispute or controversy regarding any division or sharing of any of these Payments. With respect to the above referenced amount of \$115,000, it is estimated that legal costs will be approximately \$5,000, and the remaining \$110,000 shall be apportioned to the Plaintiffs, with approximately \$55,000 being apportioned to each Plaintiff.
    - 3.2.2.1. If the Court approves PAGA Penalties of less than the amount requested, Maidpro Los Angeles, LLC 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, Maidpro Los Angeles, LLC estimates there are 29 Aggrieved Employees who worked a total of 840 PAGA Periods.

4.2. Payments from the Gross Settlement Amount. Within 30 days of the Effective Date, Maidpro Los Angeles, LLC will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, and Individual Settlement Payment.

4.4.1. Maidpro Los Angeles, LLC 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, Maidpro Los Angeles, LLC must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. Maidpro Los Angeles, LLC must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 10 days of receiving a returned check Maidpro Los Angeles, LLC must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. Maidpro Los Angeles, LLC need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. Maidpro Los Angeles, LLC 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, Maidpro Los Angeles, LLC 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 Maidpro Los Angeles, LLC 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.** Fifteen (15) days after the Effective Date, Plaintiffs and PAGA Counsel will release claims against all Released Parties as follows:

5.1 Plaintiffs' Release. Plaintiffs and their 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 their employment, 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 ("Plaintiffs' Release"); (b) any and all claims, liabilities, causes of action, damages, costs, attorneys' fees, expenses, and compensation whatsoever, of whatever kind or nature, in law, equity or otherwise, whether known or unknown, vested or contingent, suspected or unsuspected, that Plaintiffs may now have, have ever had, or hereafter may have relating directly or indirectly to the allegations in the Action, including, but not limited to, claims for wages, back pay, front pay, reinstatement, damages, or benefits, claims arising under the California Civil Code, the IWC Wage Orders, California Business & Professions Code §§ 17200 et seq., California Labor Code and any and all state or local statutes, ordinances, or regulations, as well as all claims arising under federal, state, or local law involving any tort, employment contract (express or implied), public policy, wrongful discharge, or any other claim.

Plaintiffs' 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, Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

5.1.1 Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish 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 attorneys

fees and 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, STIPULATION, OR APPLICATION FOR APPROVAL OF SETTLEMENT.** The Parties agree to jointly prepare and file an application, stipulation, or motion for approval of this Settlement.

- 6.1 Plaintiffs' Responsibilities. Plaintiffs 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 a draft proposed Order Granting Approval of PAGA Settlement; (ii) In their Declarations, Plaintiffs 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 Responsibilities of PAGA Counsel and Defendants. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the stipulation, 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. Defense Counsel and Defendants shall promptly provide any necessary declarations and evidence with respect to the PAGA class to the extent such paperwork is necessary for court approval, including but not limited to evidence of paystubs for other PAGA class members, necessary declarations including declarations as to class size and the extent of the violations, if any, to the extent necessary to obtain approval of the PAGA settlement by the court.
- 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, except in the event that the Court's concern is that the Individual Settlement is to be reduced and additional moneys are to be paid to the LWDA and Aggrieved Employees. If so, this settlement will be null and void.

**7. SETTLEMENT ADMINISTRATION.**

- 7.1 Given the small number of Aggrieved Employees, the Parties have elected to have Maidpro Los Angeles, LLC administer the Settlement Sum.

**8. AGGRIEVED EMPLOYEE SIZE ESTIMATES [and ESCALATOR CLAUSE]**  
Based on its records, Defendants estimate that, as of the date of this Settlement

Agreement, (1) there are 29 Aggrieved Employees who worked 840 Pay Periods during the PAGA Period.

9. **CONTINUING JURISDICTION OF THE COURT.** Within 15 days after the Effective date, Plaintiffs will file a Request for Dismissal of the Entire Action with prejudice. The Parties agree that, after entry of Dismissal, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement, (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 Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendants' 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, Defendants reserve all available defenses to the claims in the Action, and Plaintiffs reserve the right to contest Defendants' 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 Plaintiffs and Defendants, 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 Plaintiffs, PAGA Counsel, Defendants 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.

The Parties agree that the terms and provisions of this Agreement were made and entered into in strict confidence and must remain confidential. The Parties promise that they shall not disclose or offer to disclose, and have not disclosed the fact of this Settlement Agreement, any of the terms or provisions of this Agreement (including the consideration given), or the negotiations leading to this Agreement to any person or entity, including, but not limited to, any current, former or future employee of Maidpro Los Angeles, LLC,

or to any member of the print, electronic or other media. The sole exceptions to the obligations under this Paragraph are (a) a disclosure required by law (such as to a governmental and/or regulatory agency or tribunal as required), (b) to enforce any obligations under this Agreement, or (c) a disclosure to the Party's current spouse, attorneys and/or financial advisors, who will be advised of the confidential nature of this Agreement and must agree to be bound by its terms. The Parties agree that any disclosure of the terms of this Agreement by the Party's legal counsel, tax advisor, or current spouse/domestic partner shall constitute a material breach of the Agreement. The Parties agree that this confidentiality provision is an express and absolute condition of this Agreement, is bargained for consideration for this Agreement and is not a mere recital, and that any violation of the terms and conditions of this confidentiality provision shall constitute a material breach of this Agreement. If a Party breaches this provision by making any statement to the print, electronic or other media or on a publicly-available forum, the other Party may choose to respond to the statement(s) made by providing accurate information, and any such response will not be deemed to be a breach of this Agreement.

Nothing in this Paragraph prohibits Plaintiffs from disclosing factual information relating to their claims they filed in the case described above. And, nothing in this Paragraph regarding confidentiality, or in any other part of this Agreement waives or limits a Party's right under California law to testify truthfully in an administrative, legislative or judicial proceeding if required or requested to attend the proceeding pursuant to a valid court order, subpoena or written request.

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 Defendants in connection with the 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, Plaintiffs shall destroy all paper and electronic versions of Aggrieved Employee Data received from Maidpro Los Angeles, LLC unless, prior to the Maidpro Los Angeles, LLC's payment of all Settlement Funds, Maidpro Los Angeles, LLC makes a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.

- 10.12 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.
- 10.13 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.

- 10.14 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 Plaintiffs: Law Offices of Matthew Rabban, APC, 401 Wilshire Blvd., 12<sup>th</sup> Floor PH, Santa Monica, CA 90401. [mattrabban@hotmail.com](mailto:mattrabban@hotmail.com)

To Defendants: Martin Dack, Dack Law Group, 2601 Main Street, #1200, Irvine, CA 92614. [mdack@dacklaw.com](mailto:mdack@dacklaw.com)

- 10.15 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.

- 10.16 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.

- 10.17 Attorneys' Fees and Costs. The Parties agree that except as otherwise stated herein, they shall bear their own respective costs and attorney's fees, including but not limited to attorneys' fees, in connection with the Action, and the negotiation and execution of this Agreement. Enforcement of This Agreement. In any future litigation instituted concerning the enforcement, interpretation, or effect of this Agreement, including any action for breach, the prevailing party will be entitled to recovery of the reasonable attorney's fees and costs incurred.

10.18

MARIA LOPEZ

10/24/2023  
Dated: \_\_\_\_\_

  
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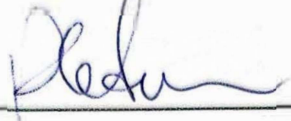
DOMINGA VARGAS

10/23/2023  
Dated: \_\_\_\_\_

  
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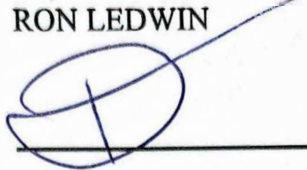
Dated: 11/7/2023

MAIDPRO LOS ANGELES, LLC



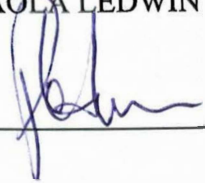
RON LEDWIN

Dated: 11/7/23



PAOLA LEDWIN

Dated: 11-7-23



LAW OFFICES OF MATTHEW RABBAN, APC

Dated: October 25, 2023



BANA LEGAL GROUP, P.C.

Dated: October 25, 2023

*Eli Banayan*

DACK LAW GROUP

Dated: November 9, 2023

*Martin Dack*