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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

MATTHEW JAMES EASTON, an individual
and on behalf of all others similarly situated,

Plaintiff,

v.

SUNSET TOWER MANAGEMENT LLC., a
California corporation; and DOES 1 through
100, inclusive,

Defendants,

CASE NO.: 22STCV34112

[Assigned for all purpose to the Hon. Laura
A. Seigle, in Dept. 17]

REPRESENTATIVE ACTION

**JOINT STIPULATION RE: PAGA
SETTLEMENT**

Action Filed: October 21, 2022
Trial Date: None Set

1 This Joint Stipulation re: PAGA Settlement (“Settlement,” “Agreement,” or “Settlement
2 Agreement”) is made by and between plaintiff Matthew James Easton (“Plaintiff”), individually
3 and on behalf of the Aggrieved Employees, on one hand; and defendant Sunset Tower
4 Management LLC (“Defendant”), on the other hand, in the lawsuit entitled *Matthew James*
5 *Easton v. Sunset Tower Management LLC*, pending in the Los Angeles County Superior Court,
6 Case No. 22STCV34112 (the “Action”). Plaintiff and Defendant shall be, at times, collectively
7 referred to as the “Parties.” This Agreement is intended by the Parties to fully, finally, and forever
8 resolve the claims as set forth herein, based upon and subject to the terms and conditions of this
9 Agreement.

10 **1. DEFINITIONS**

11 1.1. “**Action**” means the Plaintiff’s lawsuit alleging civil penalties under California
12 Private Attorneys’ General Act of 2004, against the Defendant, captioned *Matthew James Easton*
13 *v. Sunset Tower Management LLC*, Case No. 22STCV34112, initiated on October 21, 2022, and
14 pending in Superior Court of the State of California, County of Los Angeles.

15 1.2. “**Administrator**” means ILYM Group, Inc. (“ILYM”), the neutral entity the
16 Parties have agreed to appoint to administer the Settlement.

17 1.3. “**Administration Expenses Payment**” means the amount the Administrator will
18 be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in
19 accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection
20 with approval of this Settlement.

21 1.4. “**Aggrieved Employees**” means all persons currently or formerly employed by
22 Defendant in the State of California, as hourly-paid, non-exempt employees during the PAGA
23 Period.

24 1.5. “**Aggrieved Employee Data**” means Aggrieved Employee identifying
25 information in Defendant’s possession including the Aggrieved Employee’s name, last-known
26 mailing address, Social Security number, hire date(s), termination date(s) (as applicable), and re-
27 hire date(s) (as applicable).

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1 1.6. **“Aggrieved Employee Address Search”** means the Administrator’s
2 investigation and search for current Aggrieved Employee mailing addresses using all reasonably
3 available sources, methods and means including, but not limited to, the National Change of
4 Address database, skip traces, and direct contact by the Administrator with Aggrieved
5 Employees.

6 1.1. **“Approval Order”** means the proposed Court Order Granting Approval of the
7 PAGA Settlement.

8 1.2. **“Court”** means the Superior Court of California, County of Los Angeles.

9 1.3. **“Defendant”** means Sunset Tower Management LLC.

10 1.4. **“Defense Counsel”** means Dana Kravetz and Amanda K. Monroe of Michelman
11 & Robinson, LLP.

12 1.5. **“Effective Date”** means the date by when both of the following have occurred:
13 (a) the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the
14 Judgment is final. The Judgment is final on the day the Court enters Judgment.

15 1.6. **“Gross Settlement Amount”** means Three Hundred Seventy-Five Thousand
16 Dollars (\$375,000.00), which is the total maximum amount Defendant agrees to pay under the
17 Settlement. The Gross Settlement Amount will be used to pay Individual PAGA Payments to the
18 Aggrieved Employees, the PAGA Representative Service Payment, the LWDA PAGA Payment,
19 PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the
20 Administrator’s Expenses Payment.

21 1.7. **“Individual PAGA Payment”** means the Aggrieved Employee’s pro rata share
22 of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved
23 Employee worked during the PAGA Period.

24 1.8. **“Judgment”** means the judgment entered by the Court based upon the Approval
25 Order.

26 1.9. **“LWDA”** means the California Labor and Workforce Development Agency, the
27 agency entitled, under Labor Code section 2699, subd. (i).

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

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

1.12. **“Operative Complaint”** means the First Amended Complaint filed in the Action.

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

1.14. **“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.”

1.15. **“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, as described in paragraph 3.2.1 below.

1.16. **“PAGA Notice”** means Plaintiff’s August 29, 2022, letter to Defendant and the LWDA, providing notice pursuant to Labor Code section 2699.3, subd. (a).

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

1.18. **“PAGA Period”** means the period from August 29, 2021, through December 18, 2024, or the date on which the total PAGA Pay Period count reaches 10,400 Pay Periods, whichever occurs earlier.

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

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1.20. **“PAGA Representative Service Payment”** means the payment to Plaintiff for providing services in support of the Action and providing a broader release.

1.21. **“Plaintiff”** means Matthew James Easton, the named plaintiff in the Action.

1.22. **“Released PAGA Claims”** means the claims being released by the Plaintiff, the PAGA Aggrieved Employees, and PAGA Counsel and as described in Paragraph 5 below.

1.23. **“Released Parties”** means Defendant, and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries and affiliates, including but not limited to Jeffrey Klein.

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

2. **RECITALS**

2.1. On August 29, 2022, Plaintiff filed with the LWDA and served on Defendant the PAGA Notice, stating Plaintiff intended to serve as a proxy of the LWDA to recover civil penalties on behalf of other non-exempt, hourly-paid employees for various alleged Labor Code violations (“PAGA Notice”).

2.2. On October 21, 2022, Plaintiff filed his Class Action Complaint for wage and hour violations against Defendant in the Superior Court of the State of California, County of Los Angeles, Case No. 22STCV34112, alleging: (1) failure to pay overtime wages; (2) failure to pay minimum wages; (3) failure to provide meal periods; (4) failure to provide rest periods; (5) waiting time penalties; (6) wage statement violations; (7) failure to timely pay wages; (8) failure to indemnify; (9) violation of Labor Code § 227.3; and (10) unfair competition (the “Action”).

2.3. On February 7, 2023, Plaintiff filed a First Amended Complaint in the Action, alleging additional claims for civil penalties under California Private Attorneys’ General Act of 2004, against Defendant, alleging Labor Code violations as set forth in the PAGA Notice. The First Amended Complaint in the Action is the Operative Complaint.

2.4. On June 15, 2023, the Court in the Action entered an Order granting Defendant’s Motion to Compel Arbitration of the class-wide claims on an individual basis and Stay Proceedings except as to Plaintiff’s PAGA claims.

1 2.4 On December 18, 2024, the parties participated in an all-day mediation presided
2 over by Todd Smith, Esq., which, after further post-mediation discussions with the assistance of
3 Mr. Smith, led to this Agreement to settle the Action on a PAGA basis only.

4 2.4. Prior to mediation, Plaintiff obtained, through informal discovery: (1) a sampling
5 of time and payroll records for all Aggrieved Employees over the PAGA Period; (2) all employee
6 handbooks and written wage and hour policies that were in effect during the PAGA Period; (3)
7 and Plaintiff's Personnel file maintained by Defendant.

8 2.5. The Parties, PAGA Counsel, and Defense Counsel represent that they are not
9 aware of any other pending matter or action asserting claims that will be extinguished or affected
10 by the Settlement.

11 3. **MONETARY TERMS**

12 3.1. **Gross Settlement Amount.** Defendant promises to pay \$375,000.00 and no more
13 as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement
14 Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will
15 disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees
16 to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert
17 to Defendant.

18 3.2. **Payments from the Gross Settlement Amount.** The Administrator will make
19 and deduct the following payments from the Gross Settlement Amount, in the amounts specified
20 by the Court in the Final Approval:

21 3.2.1 **To the Plaintiff:** For the purposes of this Settlement only, the Parties
22 agree that Plaintiff will receive a PAGA Representative Service Payment
23 in the amount of \$20,000.00, in addition to any Individual PAGA
24 Payment Plaintiff is entitled to receive as a Participating Class Member.
25 Defendant will not oppose Plaintiff's request for a PAGA Representative
26 Service Payment that does not exceed this amount. As part of the motion
27 for PAGA Counsel Fees Payment and PAGA Litigation Expenses
28 Payment, Plaintiff will seek Court approval for the PAGA Representative

1 Service Payment. If the Court approves the PAGA Representative Service
2 Payment in an amount less than the amount requested, the Administrator
3 will retain the remainder in the Net Settlement Amount. The
4 Administrator will pay the PAGA Representative Service Payment using
5 IRS Form 1099. Plaintiff assumes full responsibility and liability for
6 employee taxes owed on the PAGA Representative Service Payment.

7 3.2.1. **To PAGA Counsel:** A PAGA Counsel Fees Payment of not more than
8 one-third (1/3) of the Gross Settlement Amount, subject to escalation
9 pursuant to section 8.1 of this Agreement and approval by the Court, which
10 is currently estimated to be \$125,000.00 and PAGA Counsel Litigation
11 Expenses Payment of not more than \$20,000.00. Defendant will not
12 oppose requests for Court approval of these payments provided that they
13 do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an
14 application or motion for PAGA Counsel Fees Payment and PAGA
15 Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees
16 Payment and/or a PAGA Counsel Litigation Expenses Payment less than
17 the amounts requested, the Administrator will allocate the remainder to the
18 Net Settlement Amount. Released Parties shall have no liability to PAGA
19 Counsel or any other Plaintiff's Counsel arising from any claim to any
20 portion any PAGA Counsel Fees Payment and/or PAGA Counsel
21 Litigation Expenses Payment. The Administrator will pay the PAGA
22 Counsel Fees Payment and PAGA Counsel Expenses Payment using one
23 or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and
24 liability for taxes owed on the PAGA Counsel Fees Payment and the
25 PAGA Counsel Litigation Expenses Payment and hold Defendant
26 harmless, and indemnify Defendant, from any dispute or controversy
27 regarding any division or sharing of any of these Payments. There will be
28 no additional charge of any kind to Aggrieved Employees or request for

1 additional consideration from Defendant for such work unless, Defendant
2 materially breaches this Agreement, including any term regarding funding,
3 and further efforts are necessary from PAGA Counsel to remedy said
4 breach, including, without limitation, moving the Court to enforce the
5 Agreement.

6 3.2.2. **To the Administrator:** An Administrator Expenses Payment not to
7 exceed \$3,850.00 except for a showing of good cause and as approved by
8 the Court. To the extent the Administration Expenses are less, or the Court
9 approves payment less than \$3,850.00, the Administrator will retain the
10 remainder in the Net Settlement Amount.

11 3.2.3. **To the LWDA and Aggrieved Employees:** The Net Settlement Amount
12 allocated to the PAGA Penalties will be distributed 75% to the LWDA
13 PAGA Payment and 25% to the Individual PAGA Payments. PAGA
14 Penalties in the amount of no less than \$206,150.00 to be paid from the
15 Gross Settlement Amount, with 75% (no less than \$154,612.50) allocated
16 to the LWDA PAGA Payment and 25% (no less than \$51,537.50)
17 allocated to the Individual PAGA Payments.

18 3.2.3.1. The Administrator will calculate each Individual PAGA Payment
19 by (a) dividing the amount of the Aggrieved Employees' 25%
20 share of PAGA Penalties (no less than \$51,537.50) by the total
21 number of PAGA Period Pay Periods worked by all Aggrieved
22 Employees during the PAGA Period and (b) multiplying the
23 result by each Aggrieved Employee's PAGA Period Pay Periods.
24 Aggrieved Employees assume full responsibility and liability for
25 any taxes owed on their Individual PAGA Payment.

26 3.2.3.2. If the Court approves PAGA Penalties of less than the amount
27 requested, the Administrator will allocate the remainder to the Net
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Settlement Amount. The Administrator will report the Individual
PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING PAYMENTS

4.1. **Aggrieved Employee Pay Periods.** Based on a review of its records to date, Defendant estimates there are 260 Aggrieved Employees who worked a total of 10,400 PAGA Pay Periods during the relevant PAGA Period.

4.2. **Aggrieved Employee Data.** Within 14 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 to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3. **Funding of Gross Settlement Amount.** Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 21 days after the Effective Date.

4.4. **Payments from the Gross Settlement Amount.** Within 14 days after Defendant fully funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Litigation Fees Payment, the PAGA Counsel Expenses Payment, and the PAGA Representative Service Payment. Disbursement of the PAGA Counsel Litigation Fees Payment

1 and PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual
2 PAGA Payments.

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

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

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

27 4.4.4. The payment of Individual PAGA Payments shall not obligate Defendant
28 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 funds the entire Gross Settlement Amount, Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

5.1. **Plaintiff's Release.** Plaintiff and his or her respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the PAGA Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice, both as to wages and penalties, ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.1.1. **Plaintiff's Waiver of Rights Under California Civil Code Section 1542.**

For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

5.2. **Release of PAGA Claims:** For the duration of the PAGA Period, and to the extent permitted by law, the LWDA and the State of California, by and through Plaintiff as an agent

1 and proxy of the LWDA, release the Released Parties from all claims for PAGA penalties that
2 were alleged, or reasonably could have been alleged, based on the facts stated in the Operative
3 Complaint and the PAGA Notice, including, but not limited to, claims for PAGA penalties
4 pursuant to Labor Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699 in connection with
5 alleged violations of Labor Code sections Labor Code sections 200, 201, 202, 203, 204, 210, 226,
6 226.3, 256, 432, 510, 512, 558, 1174, 1194, 1197, 1198.5, 2802, and 2810.3, and 2810.5.

7 **5.3. Release by PAGA Counsel:** PAGA Counsel release, on behalf of their present
8 and former attorneys, employees, agents, successors and assigns, the Released Parties from all
9 claims for PAGA Fees incurred in connection with the Operative Complaint and the PAGA
10 Period facts stated in the Operative Complaint and the PAGA Notice.

11 **6. MOTION OR APPLICATION FOR APPROVAL OF**
12 **SETTLEMENT**

13 The Parties agree to jointly prepare and file an application or motion for approval of this
14 Settlement (“Motion for Approval”). Specifically, Defense Counsel shall be provided reasonable
15 time, and no less than five business days, to review and approve the proposed application or
16 motion for approval of this Settlement. Further, the hearing on the application or motion for
17 approval of this Settlement shall be set for a mutually agreeable date, and counsel agree to meet
18 and confer regarding the same.

19 **6.1. Plaintiff’s Responsibilities.** Plaintiff will prepare and deliver to Defense Counsel
20 all documents necessary for obtaining approval of this Settlement under Labor Code Section
21 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement;
22 (ii) a signed declaration from the Administrator attaching its “not to exceed” bid for administering
23 the Settlement and attesting to its willingness to serve; competency; operative procedures for
24 protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data
25 breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential
26 conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any
27 financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed
28 declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all

1 necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)),
2 Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code
3 section 2699, subd. (l)(2)); and (iv) all facts relevant to any actual or potential conflict of interest
4 with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiff and PAGA
5 Counsel shall aver that they are not aware of any other pending matter or action asserting claims
6 that will be extinguished or adversely affected by the Settlement.

7 **6.2. Responsibilities of PAGA Counsel.** PAGA Counsel and Defense Counsel are
8 jointly responsible for expeditiously finalizing and filing the application or Motion for Approval
9 of this Settlement after the full execution of this Agreement and, if necessary, obtaining a prompt
10 hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA
11 Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

12 **6.3. Duty to Cooperate.** If the Parties disagree on any aspect of the proposed
13 application or Motion for Approval of this Settlement and/or the supporting declarations and
14 documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of
15 the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement.
16 If the Court does not grant the Motion for Approval of this Settlement or conditions its approval
17 on any material change to this Agreement, PAGA Counsel and Defense Counsel will
18 expeditiously work together on behalf of the Parties by meeting and conferring, and in good faith,
19 to modify the Agreement and otherwise satisfy the Court's concerns.

20 **7. SETTLEMENT ADMINISTRATION**

21 **7.1. Selection of Administrator.** The Parties have jointly selected ILYM to serve as
22 the Administrator and verified that, as a condition of appointment, ILYM agrees to be bound by
23 this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange
24 for payment of Administration Expenses. The Parties and their Counsel represent that they have
25 no interest or relationship, financial or otherwise, with the Administrator other than a professional
26 relationship arising out of prior experiences administering settlements.

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1 7.2. **Employer Identification Number.** The Administrator shall have and use its own
2 Employer Identification Number for purposes of calculating payroll tax withholdings and
3 providing reports state and federal tax authorities.

4 7.3. **Qualified Settlement Fund.** The Administrator shall establish a settlement fund
5 that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury
6 Regulation section 468B-1.

7 7.4. **Administrator Duties.** The Administrator has a duty to perform or observe all
8 tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

9 **8. AGGRIEVED EMPLOYEE SIZE ESTIMATES**

10 Based on their records, Defendant estimates that, as of the date of this Settlement
11 Agreement, there are 260 Aggrieved Employees who worked 10,400 Pay Periods during the
12 PAGA Period.

13 **9. CONTINUING JURISDICTION OF THE COURT**

14 The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the
15 Parties, Action, and the Settlement, under CCP Section 664.6, solely for purposes of (i) enforcing
16 this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii)
17 addressing such post-Judgment matters as are permitted by law.

18 9.1. **Waiver of Right to Appeal.** Provided the Judgment is consistent with the terms
19 and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and
20 PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel waive all
21 rights to appeal from the Judgment, including all rights to post-judgment and appellate
22 proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary
23 writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such
24 motions, writs or appeals. If another party appeals the Judgment, the Parties’ obligations to
25 perform under this Agreement will be suspended until such time as the appeal is finally resolved
26 and the Judgment becomes final, except as to matters that do not affect the amount of the Net
27 Settlement Amount.

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1 **9.2. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment.**
2 If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a
3 material modification of this Agreement (including, but not limited to, the scope of release to be
4 granted by Aggrieved Employees), this Agreement shall be null and void. The Parties shall
5 nevertheless expeditiously work together in good faith to address the appellate court's concerns
6 and try to obtain approval of the Settlement and entry of Judgment, sharing, on a 50-50 basis,
7 any additional Administration Expenses reasonably incurred after remittitur. An appellate
8 decision to vacate, reverse, or modify the Court's award of any payments to PAGA Counsel shall
9 not constitute a material modification of the Judgment within the meaning of this paragraph, as
10 long as the Gross Settlement Amount remains unchanged.

11 **10. ADDITIONAL PROVISIONS**

12 **10.1. No Admission of Liability or Representative Manageability for Other**
13 **Purposes.** This Agreement represents a compromise and settlement of highly disputed claims.
14 Nothing in this Agreement is intended or should be construed as an admission by Defendant that
15 any of the allegations in the Operative Complaint or PAGA letter have merit or that Defendant
16 has any liability for any claims asserted; nor should it be intended or construed as an admission
17 by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that
18 representative treatment is for purposes of this Settlement only. If, for any reason the Court does
19 not approve this Settlement, Defendant reserves all available defenses to the claims in the Action,
20 and Plaintiff reserves the right to contest Defendant's defenses. The Settlement, this Agreement
21 and Parties' willingness to settle the Action will have no bearing on, and will not be admissible
22 in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement
23 and this Agreement).

24 **10.2. Integrated Agreement.** Upon execution by all Parties and their counsel, this
25 Agreement together with its attached exhibits shall constitute the entire agreement between the
26 Parties relating to the Settlement, superseding any and all oral representations, warranties,
27 covenants, or inducements made to or by any Party.

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1 **10.3. Attorney Authorization.** PAGA Counsel and Defense Counsel separately
2 warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take
3 all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement
4 to effectuate its terms, and to execute any other documents reasonably required to effectuate the
5 terms of this Agreement including any amendments to this Agreement.

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

13 **10.5. No Prior Assignments.** The Parties separately represent and warrant that they
14 have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer,
15 or encumber to any person or entity and portion of any liability, claim, demand, action, cause of
16 action, or right released and discharged by the Party in this Settlement.

17 **10.6. No Tax Advice.** Neither Plaintiff, PAGA Counsel, Defendant nor Defense
18 Counsel are providing any advice regarding taxes or taxability, nor shall anything in this
19 Settlement be relied upon as such within the meaning of United States Treasury Department
20 Circular 230 (31 CFR Part 10, as amended) or otherwise.

21 **10.7. Modification of Agreement.** This Agreement, and all parts of it, may be
22 amended, modified, changed, or waived only by an express written instrument signed or agreed
23 to by all Parties or their representatives, and approved by the Court. Plaintiff and Defendant
24 expressly agree that should the Parties agree to amend, modify, change, or waive this Agreement,
25 or any part of it, Class Counsel and Defense Counsel are authorized to submit to the Court any
26 amendments of this Agreement, amended Agreements, or amendments to the Agreement, on
27 behalf of the Parties once fully executed, which includes, but is not limited to, authorization of
28 the use of signatures previously provided by the Parties.

1 10.8. **Agreement Binding on Successors.** This Agreement will be binding upon, and
2 inure to the benefit of, the successors of each of the Parties.

3 10.9. **Applicable Law.** All terms and conditions of this Agreement and its exhibits will
4 be governed by and interpreted according to the internal laws of the state of California, without
5 regard to conflict of law principles.

6 10.10. **Cooperation in Drafting.** The Parties have cooperated in the drafting and
7 preparation of this Agreement. This Agreement will not be construed against any Party on the
8 basis that the Party was the drafter or participated in the drafting.

9 10.11. **Confidentiality.** To the extent permitted by law, all agreements made, and orders
10 entered during Action and in this Agreement relating to the confidentiality of information shall
11 survive the execution of this Agreement.

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

18 10.13. **Headings.** The descriptive heading of any section or paragraph of this Agreement
19 is inserted for convenience of reference only and does not constitute a part of this Agreement.

20 10.14. **Calendar Days.** Unless otherwise noted, all reference to “days” in this Agreement
21 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
22 weekend or federal legal holiday, such date or deadline shall be on the first business day
23 thereafter.

24 10.15. **Notice.** All notices, demands or other communications between the Parties in
25 connection with this Agreement will be in writing and deemed to have been duly given as of the
26 third business day after mailing by United States mail, or the day sent by email or messenger,
27 addressed as follows:

28 ///

To Plaintiff:

BIBIYAN LAW GROUP, P.C.

David D. Bibiyan (SBN 287811)

david@tomorrowlaw.com

Vedang J. Patel (SBN 328647)

vedang@tomorrowlaw.com

1460 Westwood Boulevard

Los Angeles, California 90024

Telephone: (310) 438-5555; Facsimile: (310) 300-1705

To Defendant: **MICHELMAN & ROBINSON, LLP**

Dana Kravetz

dkravetz@mrlp.com

Amanda K. Monroe

amonroe@mrlp.com

10880 Wilshire Blvd., 19th Floor

Los Angeles, CA 90024

Office Phone Number: (310) 299-5500

10880 Wilshire Blvd., 19th Floor

Los Angeles, CA 90024

Office Phone Number: (310) 299-5500

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

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

10.18. **Severability.** In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way effect any other provision if Defendant's Counsel and PAGA Counsel, on behalf of the Parties and the Aggrieved Employees, mutually

elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

IT IS SO AGREED:

Matthew Easton

03/11/2026

Plaintiff Matthew James Easton

For Defendant Sunset Tower Management
LLC

By: _____

Its: _____



03/11/2026

David D. Bibiyan

Vedang J. Patel

Counsel for Plaintiff Matthew James Easton

Dana A. Kravetz

Amanda K. Monroe

Counsel for Defendant Sunset Tower
Management LLC

elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

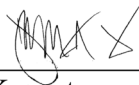
IT IS SO AGREED:

Plaintiff Matthew James Easton

Signed by:

B8E42A2986014FB...
For Defendant Sunset Tower Management
LLC
By: Jeff Klein
Its: manager

David D. Bibiyan
Vedang J. Patel
Counsel for Plaintiff Matthew James Easton



Dana A. Kravetz
Amanda K. Monroe
Counsel for Defendant Sunset Tower
Management LLC