

AEGIS LAW FIRM, PC

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Attorneys for Plaintiff HILARIO PASPE CRUZ,
individually and on behalf of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

HILARIO PASPE CRUZ, as an individual,
and on behalf of all similarly situated
persons,

Plaintiff,

v.

FIRST AMERICAN DATA TREE, LLC, a
limited liability company; FIRST
AMERICAN FINANCIAL
CORPORATION, a corporation; and
DOES 1 through 20, inclusive,

Defendants.

Case No.: 30-2015-00822510-CU-OE-CXC-102

Assigned to Hon. William Claster

**SUPPLEMENTAL DECLARATION OF
JESSICA L. CAMPBELL PURSUANT TO
CALIFORNIA RULES OF COURT, RULE
3.770**

1 I, Jessica L. Campbell, declare that:

2 1. I am an attorney at law, duly licensed and entitled to practice in the State of
3 California. I am an Associate at Aegis Law Firm, PC, attorney of record for Plaintiff HILARIO
4 PASPE CRUZ ("Plaintiff"). As such, I have personal knowledge of the matters set forth herein
5 and, if called as a witness, could and would competently testify thereto under oath.

6 2. I am experienced and knowledgeable in employment litigation and class action
7 litigation. I am familiar with the potential issues and pitfalls for both parties in litigation of this
8 nature based on my experience in similar actions.

9 3. This action was filed on November 25, 2015 as a proposed class action against
10 defendants FIRST AMERICAN DATA TREE, LLC and FIRST AMERICAN FINANCIAL
11 CORPORATION for failure to pay overtime wages, failure to provide meal periods, failure to
12 permit rest breaks, failure to pay all wages due upon termination, pay stub violations, and unfair
13 business practices based on the alleged misclassification of employees as exempt from certain wage
14 and hour requirements. Plaintiff filed his First Amended Complaint ("FAC") on January 7, 2016,
15 adding claims for penalties under the Private Attorneys General Act of 2004, Labor Code §§ 2698,
16 *et seq.* ("PAGA").

17 4. The parties stipulated to dismiss defendant FIRST AMERICAN FINANCIAL
18 CORPORATION, which the Court granted on April 7, 2016.

19 5. Defendant FIRST AMERICAN DATA TREE, LLC ("Defendant") produced
20 information indicating that the proposed class lacks numerosity and Plaintiff's job duties were fairly
21 unique, making it unlikely that a class or PAGA action would be appropriate. Accordingly, Mr.
22 Cruz has agreed to dismiss his class action and PAGA claims without prejudice.

23 6. Plaintiff also filed an individual complaint with the Department of Fair Employment
24 and Housing ("DFEH") alleging discrimination and retaliation, DFEH No. 627831-259370. The
25 parties reached a confidential individual settlement regarding Plaintiff's DFEH claims, which
26 includes front and back pay.

27 7. Plaintiff is not receiving direct consideration for his dismissal of class or PAGA
28 claims, but he has reached an individual settlement of his DFEH case against Defendant, which

1 includes payment for a release of back pay and front pay. A true and correct copy of the Confidential
2 Settlement Agreement is attached hereto as **Exhibit A**.

3 8. Pursuant to California Rule of Court 3.770(c), notice of the dismissal need not be
4 provided to the putative class. The dismissal of the class action and PAGA claims is without
5 prejudice. No class has been certified and no notice of pendency of this action has been provided
6 to putative class members. Furthermore, it is my opinion that the dismissal of this class action
7 without notice to the class members would not prejudice any putative class members or aggrieved
8 employees. I am not aware of any putative class member or aggrieved employee foregoing filing
9 their own claims in reliance on the pendency of this case. Therefore, I believe this action may be
10 dismissed without notice to the class members.

11
12 I declare under penalty of perjury of the laws of the State of California, that the foregoing
13 is true and correct. Executed on November 7, 2017 at Irvine, California.

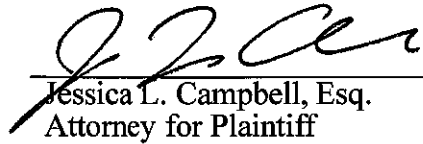
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16 Jessica L. Campbell, Esq.
17 Attorney for Plaintiff
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EXHIBIT A

CONFIDENTIAL SETTLEMENT AGREEMENT
AND GENERAL RELEASE OF ALL CLAIMS

This Confidential Settlement Agreement and General Release of All Claims ("Settlement Agreement") is entered into by and between Hilario Paspe Cruz ("Plaintiff") on the one hand and First American Data Tree, LLC ("First American" or "Defendant") on the other hand. The term "Party" or "Parties" as used herein shall refer to Plaintiff, Defendant or both, as may be appropriate.

1. **Recitals.** This Settlement Agreement is made with reference to the following facts:

(a) Plaintiff was an employee of Defendant First American from December 27, 2011 to November 2, 2015;

(b) On October 27, 2016, Plaintiff filed a charge against Defendant with the California Department of Fair Employment and Housing, DFEH Case No. 627831-259370("DFEH Complaint"). On October 27, 2016, the DFEH issued a Notice of Case Closure and Right to Sue;

(c) On January 7, 2016, Plaintiff filed an action concerning his employment with Defendant in the Superior Court of the State of California, County of Orange (Case No. 30-2015-00822510-CU-OE-CXC). In the Action, Plaintiff asserts the following causes of action: (1) Failure to Pay Overtime Wages; (2) Failure to Provide Meal Periods ; (3) Failure to Permit Rest Breaks ; (4) Failure to Pay Wages Upon Separation of Employment and Within the Required Time ; (5) Failure to Furnish Accurate Wage Statements ; (6) Violation of California Business & Professions Code §17200; and (7) Enforcement of Labor Code §2698, et seq;

(d) There has been no determination on the merits of the Action but, in order to avoid additional cost and the uncertainty of litigation, the Parties desire to resolve any and all claims, known and unknown, asserted and unasserted, which Plaintiff has or may have against the Released Parties (as defined in Section 6(a) below) as of the date of execution of this Settlement Agreement.

2. **Nonadmission of Wrongdoing.** The Parties agree that neither this Settlement Agreement nor the furnishing of the consideration for this Settlement Agreement shall be deemed or construed at any time for any purpose as an admission by the Released Parties of wrongdoing or evidence of any liability or unlawful conduct of any kind.

3. **Consideration/Indemnification for Tax Consequences.**

(a) In consideration for signing this Settlement Agreement and complying with its terms, and provided Plaintiff does not subsequently revoke this Settlement Agreement within the allotted time, Plaintiff will be paid the total gross sum of NINETY SEVEN THOUSAND DOLLARS AND ZERO CENTS (\$97,000.00) which Defendant will pay on behalf of the Released Parties:

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(1) as compensation for alleged lost wages, the gross sum of FIFTY THOUSAND, EIGHT HUNDRED AND FORTY SEVEN DOLLARS AND SEVENTY TWO CENTS (\$50,847.72), said amount to be reported by on an IRS Form W-2 as appropriate; and

(2) the sum of FORTY-SIXTHOUSAND, ONE HUNDRED AND FIFTY TWO DOLLARS AND TWENTY EIGHT CENTS (\$46,152.28), made payable to "AEGIS LAW FIRM, PC," said amount to be reported on IRS Form 1099's as "gross proceeds paid to an attorney" at Item 14;

4. **No Consideration Absent Execution of this Agreement.** Plaintiff understands and agrees that Plaintiff would not receive the consideration specified in Section 3(a) above, except for Plaintiff's execution of this Settlement Agreement and the fulfillment of the promises contained herein.

5. **Disbursal of Settlement Funds/Dismissal of Action.**

(a) Provided Plaintiff does not revoke this Settlement Agreement within the allotted time and within 30 calendar days from the date Loeb & Loeb, LLP ("Defense Counsel") receives all of the following: (i) the Settlement Agreement bearing the dates and signatures of Plaintiff and Plaintiff's Counsel; (ii) an original fully-executed Request for Dismissal with prejudice as to the individual causes of action and dismissal without prejudice as to the class and PAGA causes of action; and (iii) fully-executed Requests for the Taxpayer Identification Number and Certification (IRS Form W-9) for both Plaintiff and Plaintiff's Counsel, shall make available to Plaintiff's Counsel the sums described more fully in Section 3(a) above. If the date by which the payment described more fully herein is to be made available to Plaintiff's Counsel falls on a Saturday, Sunday or legal holiday in the State of California, then the date said payment shall be made available to Plaintiff's Counsel shall be the next following day which is not a Saturday, Sunday or legal holiday in the State of California. Plaintiff may request a change to his Employee's Withholding Allowance Certificate (IRS Form W-4) by calling First American's Service Center number at 866-908-6962.

(b) Defense Counsel shall maintain custody of the original fully-executed Request for Dismissal of the Action. Defense Counsel agrees not to file the Request for Dismissal until confirmation of Plaintiff's Counsel's receipt of the settlement sums set forth in Section 3(a) above. Thereafter, Defense Counsel shall have the authority to immediately file the Request for Dismissal with the Court. No Party shall claim to be the prevailing party in the Action.

6. **General Release, Claims Not Released and Related Provisions.**

(a) **General Release of Claims.** Plaintiff, individually and on behalf of Plaintiff's heirs, executors, administrators, representatives, attorneys, successors and assigns knowingly and voluntarily releases and forever discharges Defendant, including, but not limited to its parent corporation, affiliates, subsidiaries, divisions, predecessors, insurers, successors and



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assigns, and their current and former employees, attorneys, officers, directors and agents thereof, both individually and in their business capacities (collectively, the "Released Parties"), to the full extent permitted by law, of and from any and all claims, known and unknown, asserted and unasserted, which Plaintiff has or may have against the Released Parties as of the date of execution of this Settlement Agreement including, but not limited to, any alleged violation of:

- Title VII of the Civil Rights Act of 1964;
- The Civil Rights Act of 1991;
- Sections 1981 through 1988 of Title 42 of the United States Code, as amended;
- The Employee Retirement Income Security Act of 1974 ("ERISA") (as modified below);
- The Immigration Reform and Control Act;
- The Americans with Disabilities Act of 1990;
- The Age Discrimination in Employment Act of 1967 ("ADEA");
- The Workers Adjustment and Retraining Notification Act;
- The Occupational Safety and Health Act;
- The Sarbanes-Oxley Act of 2002;
- The Fair Credit Reporting Act;
- The Family and Medical Leave Act;
- The Equal Pay Act;
- The Genetic Information Nondiscrimination Act of 2008;
- California Family Rights Act – Cal. Gov't Code § 12945.2;
- California Fair Employment and Housing Act – Cal. Gov't Code § 12900 et seq.;
- California Unruh Civil Rights Act – Cal. Civ. Code § 51 et seq.;
- Statutory Provisions Regarding the Confidentiality of AIDS Information – Cal. Health & Safety Code § 120775 et seq.;
- California Confidentiality of Medical Information Act – Cal. Civ. Code § 56 et seq.;
- California Parental Leave Law – Cal. Lab. Code § 230.7 et seq.;



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- California Apprenticeship Program Bias Law – Cal. Lab. Code § 3070 et seq.;
- California Equal Pay Law – Cal. Lab. Code § 1197.5;
- California Whistleblower Protection Law – Cal. Lab. Code § 1102.5;
- California Military Personnel Bias Law – Cal. Mil. & Vet. Code § 394;
- Statutory Provision Regarding California Family and Medical Leave – Cal. Lab. Code § 233;
- Statutory Provisions Regarding California Electronic Monitoring of Employees – Cal. Lab. Code § 435;
- The California Occupational Safety and Health Act, as amended, California Labor Code § 6300 et seq., and any applicable regulations thereunder;
- California Obligations of Investigative Consumer Reporting Agencies Law – Cal. Civ. Code § 1786.10 et seq.;
- California Political Activities of Employees Law – Cal. Lab. Code § 1101 et seq.;
- California Domestic Violence Victim Employment Leave Law – Cal. Lab. Code § 230.1;
- California Court Leave Law – Cal. Lab. Code § 230;
- Those other provisions of the California Labor Code that lawfully may be released;
- Los Angeles AIDS-Based Discrimination Ordinance, Los Angeles Municipal Ordinance §45.80 et seq.;
- Any other federal, state or local civil or human rights law or any other federal, state or local law, regulation or ordinance;
- Any public policy, contract, tort or common law; or
- Any basis for recovering costs, fees or other expenses including attorneys' fees incurred in these matters.

(b) **Claims Not Released.** Plaintiff is not waiving any rights Plaintiff may have to: (i) Plaintiff's own vested accrued employee benefits under Defendant's health, welfare or retirement benefits plans as of the date of execution of this Settlement Agreement, if any; (ii) benefits or rights to seek benefits under applicable workers' compensation (except as to claims under Labor Code sections 132a and 4553) or unemployment insurance or indemnification statutes, if any; (iii) pursue claims which by law cannot be waived by signing



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this Settlement Agreement; (iv) enforce this Settlement Agreement; or (v) challenge the validity of this Settlement Agreement.

(c) **Government Agencies.** Nothing in this Settlement Agreement prohibits or prevents Plaintiff from filing a charge with or participating, testifying or assisting in any investigation, hearing whistleblower action or other proceeding before any federal, state or local government agency (*e.g.*, EEOC, DFEH, NLRB, SEC, *etc.*), nor does anything in this Settlement Agreement preclude, prohibit or otherwise limit, in any way, Plaintiff's rights and abilities to contact, communicate with, report matters to or otherwise participate in any whistleblower program administered by any such agencies. However, to the maximum extent permitted by law, Plaintiff agrees that if such an administrative claim is made, Plaintiff shall not be entitled to recover any individual monetary relief or other individual remedies.

(d) **Collective/Class Action Waiver.** If any claim is not subject to release, to the extent permitted by law, Plaintiff waives any right or ability to be a class or collective action representative or to otherwise participate in any putative or certified class, collective or multi-party action or proceeding based on such a claim in which Defendant or any of the other Released Parties identified in this Settlement Agreement is a party.

7. **Waiver of California Civil Code section 1542.** To effect a full and complete general release as described above, Plaintiff expressly waives and relinquishes all rights and benefits of section 1542 of the Civil Code of the State of California, and does so understanding and acknowledging the significance and consequence of specifically waiving section 1542. Section 1542 of the Civil Code of the State of California states as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

Thus, notwithstanding the provisions of section 1542, and to implement a full and complete release and discharge of the Released Parties, Plaintiff expressly acknowledges this Settlement Agreement is intended to include in its effect, without limitation, all claims Plaintiff does not know or suspect to exist in Plaintiff's favor at the time of signing this Settlement Agreement, and that this Settlement Agreement contemplates the extinguishment of any such claims. Plaintiff warrants Plaintiff has read this Settlement Agreement, including this waiver of California Civil Code section 1542, and that Plaintiff has consulted with or had the opportunity to consult with counsel of Plaintiff's choosing about this Settlement Agreement and specifically about the waiver of section 1542, and that Plaintiff understands this Settlement Agreement and the section 1542 waiver, and so Plaintiff freely and knowingly enters into this Settlement Agreement. Plaintiff further acknowledges that Plaintiff later may discover facts different from or in addition to those Plaintiff now knows or believes to be true regarding the matters released or described in this Settlement Agreement, and even so Plaintiff agrees that the releases and agreements contained in this Settlement Agreement shall remain effective in all respects notwithstanding any later discovery of any different or additional facts. Plaintiff expressly assumes any and all risk of



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any mistake in connection with the true facts involved in the matters, disputes or controversies released or described in this Settlement Agreement or with regard to any facts now unknown to Plaintiff relating thereto.

8. Acknowledgements and Affirmations.

(a) Plaintiff affirms that Plaintiff has not filed or caused to be filed any claim, complaint or action against any of the Released Parties in any forum or form, other than the DFEH Complaint and the Action and that Plaintiff presently is not a party to any claim, complaint or action against any of the Released Parties in any forum or form, other than the Action.

(b) Plaintiff further affirms that Plaintiff has been paid or has received all compensation, wages, bonuses, commissions and benefits which are due and payable as of the date of execution of this Settlement Agreement, except as alleged in the Action and which claims are expressly released in Section 6(a) above.

(c) Plaintiff also affirms that Plaintiff has no further known workplace injuries or occupational diseases and that Plaintiff has been granted or has not been denied any leave to which Plaintiff was entitled under the Family and Medical Leave Act, the California Family Rights Act or disability accommodation laws, except as alleged in the Action and which claims are expressly released in Section 6(a) above.

9. Limited Disclosure.

(a) Plaintiff agrees that Plaintiff will not publicize or disclose or cause or knowingly permit or authorize the publicizing or disclosure of the fact of this Settlement Agreement, the contents of this Settlement Agreement or of the negotiations leading up to it, or of the basis for any claims or allegations which were or could have been made against the Released Parties which concern and are within the scope of this Settlement Agreement (hereafter collectively referred to as "Confidential Information") to any person, firm, organization or entity of any and every type, public or private, for any reason, at any time, without the prior written consent of Defendant unless otherwise compelled by operation of law. The Parties acknowledge their intention that the provisions of this Section 9 create no liability for disclosures made: (i) prior to Plaintiff's execution of this Settlement Agreement; (ii) by persons from public information released prior to Plaintiff's execution of this Settlement Agreement; (iii) pursuant to Sections 16(b) or 16(c) below to enforce the terms of this Settlement Agreement; or (iv) as otherwise compelled by operation of law. Plaintiff and Plaintiff's Counsel further acknowledge that no disclosures shall be made to any publication or reporting service regarding settlements and verdicts.

(b) The foregoing notwithstanding, Plaintiff and Plaintiff's Counsel acknowledge the confidentiality provisions of this Section 9 constitute a material inducement to Defendant to enter into this Settlement Agreement and represent that they have not directly or



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indirectly disclosed any Confidential Information to any third party prior to Plaintiff's execution of this Settlement Agreement.

(c) Plaintiff is permitted to disclose Confidential Information to Plaintiff's spouse, children, health care providers, tax advisors and attorneys with whom Plaintiff chooses to consult regarding Plaintiff's consideration of this Settlement Agreement. However, each such person to whom Plaintiff discloses Confidential Information shall be bound to the confidentiality provisions hereof and any disclosure of Confidential Information by any such person so informed shall constitute a breach by Plaintiff of Section 9(a) above. Plaintiff also is permitted to disclose Confidential Information to any federal, state or local government agency. In response to inquiries from third parties concerning the status of this dispute or which would require the disclosure of Confidential Information, Plaintiff and Plaintiff's Counsel only will state that the dispute has been resolved and that they cannot talk about it.

(d) It is agreed that in the event of a breach of the provisions of this Section 9 by Plaintiff, it would be impractical or extremely difficult to fix actual damages to Defendant. Therefore, Plaintiff agrees that in the event of such a breach, Plaintiff shall pay to Defendant, as liquidated damages, and not as penalty, the sum of ONE THOUSAND DOLLARS AND ZERO CENTS (\$1,000.00), per breach which represents reasonable compensation to Defendant for the loss incurred because of such a breach.

10. Return of Company Property/Information; Pre-Existing Agreements.

(a) Plaintiff acknowledges and agrees to comply with First American's Confidential Information and Inventions Agreement as provided to plaintiff during his employment.

(b) The undertakings set forth in this Section 10 shall survive the termination of this Settlement Agreement or other arrangements contained in this Settlement Agreement.

11. Neutral Reference. Plaintiff shall direct any verbal or written inquiries made by any prospective employers exclusively to First American's third party vendor, The Work Number, at (800) 367-5690; code number 10653. The Work Number is authorized by First American to provide verification of Plaintiff's dates of employment and last position held with First American.

12. Consideration and Revocation Periods - Notice.

(a) Plaintiff acknowledges that Plaintiff already has attained the age of 40 and understands that this is a full release of all existing claims whether currently known or unknown including, but not limited to, claims for age discrimination under the Age Discrimination in Employment Act.

(b) Plaintiff further acknowledges that Plaintiff has been advised to consult with an attorney of Plaintiff's own choosing before signing this Settlement Agreement, in



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which Plaintiff waives important rights, including those under the Age Discrimination in Employment Act.

(c) By executing this Settlement Agreement, Plaintiff also acknowledges that Plaintiff has been afforded at least 21 calendar days to consider the meaning and effect of this Settlement Agreement and to discuss the contents and meaning of this Settlement Agreement, as well as the alternatives to signing this Settlement Agreement, with an attorney of Plaintiff's choosing, and has done so. Plaintiff agrees that the 21-day consideration period began on the date this Settlement Agreement first was delivered to Plaintiff and that if Defendants change any of the terms of the offer contained in this Settlement Agreement (whether the changes are material or not), the 21-day consideration period shall not be restarted but shall continue without interruption.

(d) Plaintiff understands that the releases contained in this Settlement Agreement do not extend to any rights or claims that Plaintiff has under the Age Discrimination in Employment Act that first arise after execution of this Settlement Agreement.

(e) If Plaintiff signs this Settlement Agreement before the 21-day consideration period expires, the seven-day revocation period (described in Section 12(f) below) immediately shall begin. If Plaintiff signs this Settlement Agreement before the 21-day consideration period expires, Plaintiff agrees that Plaintiff knowingly and voluntarily has accepted the shortening of the 21-day consideration period and that Defendants have not promised Plaintiff anything or made any representations that are not contained in this Settlement Agreement. In addition, if Plaintiff signs this Settlement Agreement before the 21-day consideration period expires, Plaintiff acknowledges and affirms that Defendants have not threatened to withdraw or alter the offer contained in this Settlement Agreement prior to the expiration of the 21-day consideration period.

(f) Plaintiff may revoke this Settlement Agreement for a period of seven calendar days following the date Plaintiff executes this Settlement Agreement. Any revocation during this period must be submitted in writing and state, "I hereby revoke my acceptance of our Settlement Agreement and General Release of All Claims." The revocation must be mailed to Patrick N. Downes, Loeb & Loeb, LLP, 10100 Santa Monica Blvd., Suite 2200, Los Angeles, California 90067, and postmarked within seven calendar days after Plaintiff's execution of this Settlement Agreement. The foregoing notwithstanding, this Settlement Agreement shall not become effective and enforceable until the seven-day revocation period has expired.

13. **No Transfer/Assignment of Claims.** Plaintiff warrants and represents that Plaintiff has not assigned or transferred or purported to assign or transfer to any person or entity all or any part of or any interest in any claim released under this Settlement Agreement. Plaintiff and Plaintiff's Counsel agree that they solely are responsible for the satisfaction of any assignment or lien to any lien holder and will indemnify and hold the Released Parties harmless against any liens, damages, penalties, fines, fees, assessments, taxes or attorneys' fees that may



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be imposed against or incurred by any of the Released Parties as a result of the actions of any lien holder or any lien claimant or any taxing authority or any court in relation to any interest which any third party may have in any claim which Plaintiff is releasing under this Settlement Agreement or any interest in any of the proceeds paid to Plaintiff or Plaintiff's Counsel under this Settlement Agreement.

14. **Waiver of Reemployment.** Plaintiff acknowledges that because of circumstances unique to Plaintiff, *inter alia*, irreconcilable differences, Plaintiff shall not apply in the future for employment or re-employment with Defendant or its present or future divisions, affiliated, related, successor, parent or subsidiary companies. Plaintiff further agrees that Defendant and its present or future divisions, affiliated, related, successor, parent or subsidiary companies shall not be liable for any damages now or in the future because one of them refuses to employ Plaintiff for any reason whatsoever.

15. **Liens and Attorneys' Fees/Indemnification.**

(a) Plaintiff acknowledges Plaintiff solely is responsible for any liens made in connection with any services performed on Plaintiff's behalf by any attorney, consultants, expert witnesses or healthcare providers. Each Party solely is responsible for any fees and costs he, she or it has incurred including, but not limited to, fees for attorneys, consultants and expert witnesses. Despite the fact a portion of the gross sum set forth in Section 3(a) above is being paid to Plaintiff's Counsel, Plaintiff acknowledges that none of the Released Parties are responsible for the payment of any fees incurred on behalf of Plaintiff in connection with the prosecution of the Action.

(b) Plaintiff acknowledges and agrees that Plaintiff will indemnify the Released Parties for any and all costs any of them incur as a result of any claims made by any attorneys, consultants, expert witnesses, healthcare providers or other third parties to recover monies from the amounts payable to Plaintiff or Plaintiff's Counsel under this Settlement Agreement.

16. **Governing Law and Interpretation.**

(a) This Settlement Agreement shall be governed and conformed in accordance with the laws of the State of California provided, however, that parol evidence shall not be admissible to alter, vary or supplement the term of this Settlement Agreement. Should any provision of this Settlement Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable, excluding the general release language, such provision immediately shall become null and void, leaving the remainder of this Settlement Agreement in full force and effect.

(b) In the event of a breach of any provision of this Settlement Agreement, any Party may institute an action specifically to enforce any term or terms of this Settlement Agreement or seek damages for breach. However, the Party instituting such an action



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must take steps to file this Settlement Agreement or any documents setting forth the terms of this Settlement Agreement with the court under seal.

(c) It is the intent of the Parties, pursuant to Evidence Code sections 1122(a)(1) and 1123, that all of the terms of this Settlement Agreement shall be admissible and may be disclosed under seal to a court of law and shall be enforceable and binding upon them in a court of law.

17. **Amendment.** This Settlement Agreement may not be modified, altered or changed except in writing and signed by both Parties wherein specific reference is made to this Settlement Agreement.

18. **Miscellaneous.**

(a) This Settlement Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which, taken together shall constitute the same instrument. A signature made on a faxed or electronically mailed copy of the Settlement Agreement or a signature transmitted by facsimile or electronic mail shall have the same effect as the original signature.

(b) The section headings used in this Settlement Agreement are intended solely for convenience of reference and shall not in any manner amplify, limit, modify or otherwise be used in the interpretation of any of the provisions hereof.

(c) This Settlement Agreement was the result of negotiations between the Parties and their respective counsel. In the event of vagueness, ambiguity or uncertainty, this Settlement Agreement shall not be construed against the Party preparing it, but shall be construed as if both Parties prepared it jointly.

(d) If Plaintiff or Defendant fail to enforce this Settlement Agreement or to insist on performance of any term, that failure does not mean a waiver of that term or of the Settlement Agreement. The Settlement Agreement remains in full force and effect anyway.

19. **Entire Agreement.** This Settlement Agreement sets forth the entire agreement between the Parties hereto regarding the subject matter of this Settlement Agreement, and fully supersedes any prior agreements or understandings between the Parties hereto regarding the subject matter of this Settlement Agreement. Plaintiff acknowledges that Plaintiff has not relied on any representations, promises or agreements of any kind made to Plaintiff in connection with Plaintiff's decision to accept this Settlement Agreement, except for those set forth in this Settlement Agreement.

**HAVING ELECTED TO EXECUTE THIS SETTLEMENT AGREEMENT,
TO FULFILL THE PROMISES AND TO RECEIVE THE CONSIDERATION SET
FORTH IN SECTION 3(a) ABOVE, PLAINTIFF FREELY AND KNOWINGLY, AND
AFTER DUE CONSIDERATION, ENTERS INTO THIS SETTLEMENT AGREEMENT
INTENDING TO WAIVE, SETTLE AND RELEASE ALL CLAIMS PLAINTIFF HAS**



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Approved as to form and content.

AEGIS LAW FIRM, PC

Executed on September 10/19, 2017

By:


JESSICA L. CAMPBELL, ESQ.

Attorneys for Plaintiff

LOEB & LOEB, LLP

Executed on September _____, 2017

By:

PATRICK N. DOWNES, ESQ.

Attorneys for Defendant

DEFENDANT FIRST AMERICAN DATA TREE, LLC



Approved as to form and content.

AEGIS LAW FIRM, PC

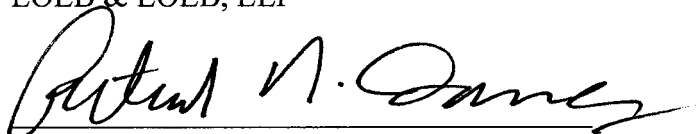
Executed on September _____, 2017

By: _____
JESSICA L. CAMPBELL, ESQ.

Attorneys for Plaintiff

LOEB & LOEB, LLP

Executed on ^{October}~~September~~ 19, 2017

By: 
PATRICK N. DOWNES, ESQ.

Attorneys for Defendant

DEFENDANT FIRST AMERICAN DATA TREE, LLC

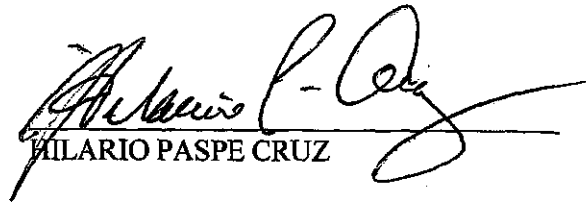
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**OR MIGHT HAVE AGAINST THE RELEASED PARTIES AS OF THE DATE OF
EXECUTION OF THIS SETTLEMENT AGREEMENT.**

**IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily
executed this Settlement Agreement as of the date set forth below:**

Executed on ^{October} September 19, 2017


HILARIO PASPE CRUZ

DEFENDANT FIRST AMERICAN DATA TREE, LLC

Executed on September _____, 2017

By:

SHELLEY ORCUTT, ESQ.
SR. EMPLOYMENT LAW COUNSEL

OR MIGHT HAVE AGAINST THE RELEASED PARTIES AS OF THE DATE OF
EXECUTION OF THIS SETTLEMENT AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily
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Executed on September _____, 2017

HILARIO PASPE CRUZ

DEFENDANT FIRST AMERICAN DATA TREE, LLC

Executed on ^{October} September 19, 2017

By:



SHELLEY ORCUTT, ESQ.
SR. EMPLOYMENT LAW COUNSEL

EXHIBIT A

October 19, 2017

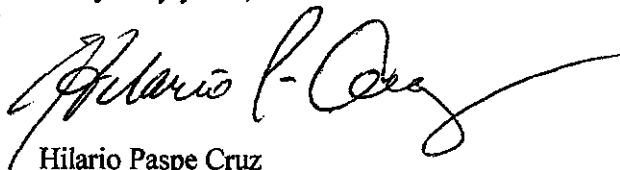
Patrick N. Downes, Esq.
LOEB & LOEB, LLP
10100 Santa Monica Blvd., Suite 2200
Los Angeles, California 90067

Re: Hilario Paspe Cruz v. First American Data Tree, LLC et al.
Orange County Superior Court Case No. 30-2015-00822510-CU-OE-CXC

Dear Mr. Downes:

On October 19, 2017, I signed a Confidential Settlement Agreement and General Release of All Claims ("Settlement Agreement") in the above-referenced action. More than seven (7) calendar days have elapsed since I executed the above-mentioned Settlement Agreement. I have not revoked my acceptance or execution of that Settlement Agreement and hereby reaffirm my acceptance of that Settlement Agreement up through the date of this letter.

Very truly yours,

A handwritten signature in black ink, appearing to read "Hilario P. Cruz", with a long, sweeping horizontal stroke extending to the right.

Hilario Paspe Cruz