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 on behalf of himself and all others similarly aggrieved

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF STANISLAUS**

ERIK C. MCLAREN, an individual, on
 behalf of himself and others similarly
 situated,

Plaintiff,

vs.

TOTAL PCS SOLUTIONS, INC., a
 California corporation; and DOES 1 through
 50, inclusive,

Defendants.

Case No.: CV-22-004069

CLASS AND REPRESENTATIVE ACTION

Assigned for All Purposes To:
 Hon. Sonny S. Sandhu
 Dept.: 24

PAGA SETTLEMENT AGREEMENT

1 This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Erik
2 C. McLaren (“Plaintiff”) and defendant Total PCS Solutions, Inc. (“Defendant”). The Agreement
3 refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

4 **1. DEFINITIONS.**

5 1.1. “Action” means the Plaintiff’s PAGA lawsuit alleging wage and hour violations
6 against Defendant captioned *Erik C. McLaren v. Total PCS Solutions, Inc.*, Stanislaus County
7 Superior Court Case No. CV-22-004069, initiated on September 9, 2022 and pending in Superior
8 Court of the State of California, County of Stanislaus.

9 1.2. “Administrator” means Apex Class Action LLC, the neutral entity the Parties have
10 agreed to appoint to administer the Settlement.

11 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid
12 from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance
13 with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of
14 this Settlement.

15 1.4. “Aggrieved Employee” means all current and former non-exempt employees of
16 Defendant in California who worked during the PAGA Period.

17 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in
18 Defendant’s possession including the Aggrieved Employee’s name, last-known mailing address,
19 Social Security number, and number of PAGA Pay Periods.

20 1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and
21 search for current Aggrieved Employee mailing addresses using all reasonably available sources,
22 methods and means including, but not limited to, the National Change of Address database, skip
23 traces, and direct contact by the Administrator with Aggrieved Employees.

24 1.7. “Court” means the Superior Court of California, County of Stanislaus.

25 1.8. “Defense Counsel” means Larry Kazanjian and Dayra Juarez of Palmer Kazanjian
26 Wohl Hodson, LLP.

27 1.9. “Effective Date” means the date by when both of the following have occurred: (a) the
28 Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the Judgment is

final. The Judgment is final as of the later of the following occurrences: (a) the day the Court enters Judgment; and (b) the day the Court enters its Order Granting Approval to this PAGA Settlement.

1.10. "Gross Settlement Amount" means \$325,000.00, which is the total amount Defendant agrees to pay to settle the PAGA Representative Action under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the payment for Plaintiff's general release, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator's Expenses Payment.

1.11. "Individual PAGA Payments" means the Aggrieved Employees' pro rata shares of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.

1.12. "Judgment" means the judgment entered by the Court based upon the Approval Order.

1.13. "LWDA" means the California Labor and Workforce Development Agency, as set forth in Labor Code section 2699, subd. (i).

1.14. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.15. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: payment for Plaintiff's general release, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, the Administration Expenses Payment, and the LWDA PAGA Payment. The resulting Net Settlement Amount is used to pay Individual PAGA Payments to Aggrieved Employees on a *pro rata* basis.

1.16. "PAGA Counsel" means David Yeremian of David Yeremian & Associates, Inc., and Emil Davtyan, Alvin B. Lindsay, Enoch J. Kim, and Rose Sorial of D.Law, Inc., the attorneys representing the Plaintiff in the Action.

1.17. "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees

and expenses, respectively, incurred to prosecute the Action.

1.18. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.19. "PAGA Period" means the period from September 9, 2021 through September 12, 2024.

1.20. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698, *et seq.*).

1.21. "PAGA Notice" means Plaintiff's PAGA Notice letter to Defendant and the LWDA submitted on September 9, 2022 (LWDA-CM-924212-22) providing notice pursuant to Labor Code section 2699.3, subd. (a).

1.22. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$_____) and 75% to the LWDA (\$_____) in settlement of PAGA claims.

1.23. "Plaintiff" means Erik C. McLaren, the named plaintiff in the Action.

1.24. "Approval Order" means the Court Order Granting Approval of the PAGA Settlement.

1.25. "Released PAGA Claims" means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5 below.

1.26. "Released Parties" means: Defendant and each of its former and present directors, officers, managing agents, shareholders, owners, members, attorneys, employees, managers, insurers, predecessors, successors, assigns, subsidiaries, parent companies, and affiliated entities and individuals.

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

1.28. "Defendant" means the named defendant, Total PCS Solutions, Inc.

2. RECITALS.

2.1. On September 9, 2022, Plaintiff commenced this Action by filing a Class Action Complaint alleging causes of action on behalf of all similarly situated employees against Defendant for: (1) Failure to Pay Minimum Wages and for all hours worked; (2) Failure to Pay

1 Wages and Overtime Under Labor Code § 510; (3) Meal Period Liability Under Labor Code §
2 226.7; (4) Rest-Break Liability Under Labor Code § 226.7; (5) Violation of Labor Code § 226(a);
3 (6) Violation of Labor Code § 204; (7) Violation of Labor Code § 203; (8) Violation of Labor
4 Code §§ 432.5, 206.5; (9) Violation of Labor Code § 2802; and (10) Violation of Business &
5 Professions Code § 17200 et seq. On November 14, 2022, Plaintiff filed a First Amended Class
6 Action Complaint to add a cause of action under PAGA.

7 2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice
8 to Defendant and the LWDA by sending and submitting the PAGA Notice on September 9, 2022
9 (LWDA-CM-924212-22).

10 2.3. On September 12, 2024, the Parties participated in an all-day mediation presided over
11 by the Honorable Thierry Patrick Colaw (Ret.), which led to this Agreement to settle the Action.

12 2.4. Prior to mediation, Plaintiff obtained, through informal discovery, the production of
13 relevant policy, timekeeping, and related documents along with numbers of aggrieved employees
14 and other data to provide the Parties' counsel with sufficient information on their claims and
15 defenses to discuss potential penalty exposure and good faith bases for reduction. In other words,
16 negotiations were at arms' length and facilitated by a respected third-party neutral mediator.

17 2.5. The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of
18 any other pending matter or action asserting claims that will be extinguished or affected by the
19 Settlement.

20 **3. MONETARY TERMS.**

21 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below,
22 Defendant promises to pay \$325,000.00 and no more as the Gross Settlement Amount. Defendant
23 has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 6.1
24 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without
25 asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of
26 the Gross Settlement Amount will revert to Defendant.

1 3.2. Payments from the Gross Settlement Amount. The Administrator will make and
2 deduct the following payments from the Gross Settlement Amount, in the amounts specified by
3 the Court in the Approval Order:

4 3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 33% of the
5 \$325,000.00 Gross Settlement Amount, which is currently estimated to be \$108,333.00, and a
6 PAGA Counsel Litigation Expenses Payment of not more than \$15,000.00. Defendant will not
7 oppose requests for Court approval of these payments provided that they do not exceed these
8 amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel
9 Fees Payment and PAGA Litigation Expenses Payment in connection with the filing of the Joint
10 Stipulation for Settlement Approval or Motion for PAGA Settlement Approval. If the Court
11 approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment
12 less than the amounts requested, the Administrator will allocate the remainder to the Net
13 Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other
14 Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fees Payment and/or
15 PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel
16 Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA
17 Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees
18 Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendant harmless, and
19 indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any
20 of these Payments.

21 3.2.2. To Plaintiff Erik C. McLaren: Plaintiff will receive a payment of \$10,000 subject to
22 a separate general release of all claims.

23 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$7,000.00
24 except for a showing of good cause and as approved by the Court. To the extent the
25 Administration Expenses are less or the Court approves payment of less than \$5,000.00, the
26 Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$_____ to be paid from the Gross Settlement Amount, with 75% (%_____) allocated to the LWDA PAGA Payment and 25% (\$_____) allocated to the Individual PAGA Payments.

3.2.4.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties 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.

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

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are 700 Aggrieved Employees who worked 12,000 pay periods during the PAGA Period. In the event that the total PAGA Period Pay Periods increases by more than 10% such that the total PAGA Period Pay Periods is more than 13,200, either the Gross Settlement Amount will increase proportionately by the Pay Periods worked in excess of 13,200 multiplied by the Pay Period value (calculated by dividing the Gross Settlement Amount by 13,200) or Defendant may elect to change the last day of the PAGA Period to the date on which the total PAGA Period Pay Periods is 13,200 or less.

4.2. Aggrieved Employee Data. Within 30 days of executing this agreement, 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 14 days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendant 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 Fees Payment, and the PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. After 180 days from the date of mailing, the uncashed checks will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, as 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 canceled after the void date, the Administrator shall transmit the funds 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 Defendant 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 on behalf of the State and the Aggrieved Employees will release claims against all Released Parties as follows:

5.1 Plaintiff's Release. Plaintiff and his respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, irrevocably release and discharge Released Parties from all claims, damages, penalties, liabilities, fees (including attorney's fees), costs, transactions, or occurrences that occurred at any time up through the date of this Agreement, including, but not limited to: all claims that were, or reasonably could have been, alleged, based on the facts contained in the Complaint and the PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to: (1) any claims or actions to enforce this Agreement, (2) any individual non-wage and hour claims that Plaintiff may have, (3) any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time, or (4) any claims 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

1 suspect to exist in his or her favor at the time of executing the release, and that if known by him or
2 her would have materially affected his or her settlement with the debtor or Released Party.”

3 5.2 Release by Aggrieved Employees:

4 All Aggrieved Employees are deemed to release, on behalf of themselves and their
5 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
6 and assigns, the Released Parties from all claims for PAGA Penalties that were alleged, or
7 reasonably could have been alleged, based on the PAGA Period facts stated in the Complaint and
8 the PAGA Notice.

9 5.3 Release by PAGA Counsel:

10 PAGA Counsel releases on behalf of their present and former attorneys, employees,
11 agents, successors and assigns the Released Parties from all claims for PAGA Fees incurred in
12 connection with the Complaint and the PAGA Period facts stated in the Complaint and the PAGA
13 Notice.

14 **6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.**

15 The Parties agree that Plaintiff will prepare and file an application or motion or stipulation
16 for approval of this Settlement.

17 6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all
18 documents necessary for obtaining approval of this Settlement under Labor Code Section 2699,
19 subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a
20 signed declaration from the Administrator attaching its “not to exceed” bid for administering the
21 Settlement and attesting to its willingness to serve; competency; operative procedures for
22 protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data
23 breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential
24 conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any
25 financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration
26 from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary
27 PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative
28 Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699,

1 subd. (l)(2)); and (iv) all facts relevant to any actual or potential conflict of interest with
2 Aggrieved Employees and/or the Administrator. In their Declaration, PAGA Counsel shall aver
3 that they are not aware of any other pending matter or action asserting claims that will be
4 extinguished or adversely affected by the Settlement.

5 6.2 Responsibilities of PAGA Counsel. PAGA Counsel is responsible for finalizing and
6 filing the application or motion or stipulation for approval of this Settlement after the full
7 execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and
8 appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering
9 the Court's approval documents to the Administrator.

10 6.3 Duty to Cooperate. If the Court does not grant the motion for approval of this
11 Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel
12 and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in
13 person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the
14 Court's concerns.

15 7. SETTLEMENT ADMINISTRATION.

16 7.1 Selection of Administrator. The Parties have jointly selected Apex Class Action LLC
17 to serve as the Administrator and verified that, as a condition of appointment, it agrees to be bound
18 by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in
19 exchange for payment of Administration Expenses. The Parties and their Counsel represent that
20 they have no interest or relationship, financial or otherwise, with the Administrator other than a
21 professional relationship arising out of prior experiences administering settlements.

22 7.2 Employer Identification Number. The Administrator shall have and use its own
23 Employer Identification Number for purposes of calculating payroll tax withholdings and
24 providing reports to state and federal tax authorities.

25 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that
26 meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation
27 section 468B-1.
28

1 7.4 Administrator Duties. The Administrator has a duty to perform or observe all tasks to
2 be performed or observed by the Administrator contained in this Agreement or otherwise.

3 **8. AGGRIEVED EMPLOYEE SIZE ESTIMATES**

4 Based on its records, Defendant estimates that, as of the date of this Settlement, there are
5 700 Aggrieved Employees who worked 12,000 Pay Periods during the PAGA Period.

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

7 The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the
8 Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or
9 Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-
10 Judgment matters as are permitted by law.

11 9.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
12 conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA
13 Counsel Litigation Expenses Payment, the Parties and PAGA Counsel waive all rights to appeal
14 from the Judgment, including all rights to post-judgment and appellate proceedings, the right to
15 file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The
16 waiver of appeal does not include any waiver of the right to oppose such motions, writs, or
17 appeals. If another party appeals the Judgment, the Parties' obligations to perform under this
18 Agreement will be suspended until such time as the appeal is finally resolved and the Judgment
19 becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

20 **10. ADDITIONAL PROVISIONS.**

21 10.1 No Admission of Liability or Representative Manageability for Other Purposes. This
22 Agreement represents a compromise and settlement of highly disputed claims. Nothing in this
23 Agreement is intended or should be construed as an admission by Defendant that any of the
24 allegations in the Operative Complaint have merit or that Defendant has any liability for any
25 claims asserted; nor should it be intended or construed as an admission by Plaintiff that
26 Defendant's defenses in the Action have merit. The Parties agree that representative treatment is
27 for purposes of this Settlement only. If, for any reason, the Court does not approve this Settlement,
28 Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the

1 right to contest Defendant's defenses. The Settlement, this Agreement, and the Parties' willingness
2 to settle the Action will have no bearing on, and will not be admissible in connection with, any
3 litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

4 10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this
5 Agreement together with its attached exhibits shall constitute the entire agreement between the
6 Parties relating to the Settlement, superseding any and all oral representations, warranties,
7 covenants, or inducements made to or by any Party. Provided, however, that this Agreement does
8 not supersede or replace the Separate Individual Settlement Agreement.

9 10.3 Attorney Authorization. PAGA Counsel and Defense Counsel warrant and represent
10 that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action
11 required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its
12 terms, and to execute any other documents reasonably required to effectuate the terms of this
13 Agreement including any amendments to this Agreement.

14 10.4 Cooperation. The Parties and their counsel will cooperate with each other and use
15 their best efforts, in good faith, to implement the Settlement by, among other things, modifying the
16 Settlement Agreement, submitting supplemental evidence and supplementing points and
17 authorities as requested by the Court. In the event the Parties are unable to agree upon the form or
18 content of any document necessary to implement the Settlement, or on any modification of the
19 Agreement that may become necessary to implement the Settlement, the Parties will seek the
20 assistance of a mediator and/or the Court for resolution.

21 10.5 No Prior Assignments. The Parties separately represent and warrant that they have not
22 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
23 encumber to any person or entity and portion of any liability, claim, demand, action, cause of
24 action, or right released and discharged by the Party in this Settlement.

25 10.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant nor Defense Counsel
26 are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be
27 relied upon as such within the meaning of United States Treasury Department Circular 230 (31
28 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 the Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

10.12 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 Defendant or Defense Counsel in connection with the mediation, other 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, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendant unless, prior to the Administrator's payment of all Settlement Funds, Defendant makes a written request to PAGA Counsel for the return, rather than the destruction, of Aggrieved Employee Data.

10.13 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.

10.14 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.

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

To Plaintiff:

D.LAW, INC.
Emil Davtyan
Emil@d.law
Alvin B. Lindsay
a.lindsay@d.law
Enoch J. Kim
e.kim@d.law
Rose Sorial
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To Defendant:

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Dayra Juarez
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djuarez@pkwhlaw.com
2277 Fair Oaks Blvd., Ste. 455
Sacramento, CA 95825
Telephone: (916) 442-3552
Facsimile: (916) 640-1521

10.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (*e.g.*, DocuSign or Adobe Sign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of

1 them will be deemed to be one and the same instrument if counsel for the Parties will exchange
2 between themselves signed counterparts. Any executed counterpart will be admissible in evidence
3 to prove the existence and contents of this Agreement.

4 10.17 Stay of Litigation. The Parties agree that upon the execution of this Agreement the
5 litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further
6 agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the
7 date to bring a case to trial under CCP section 583.310 for the period from which this Agreement
8 is fully executed through the date upon which one Party, including through its counsel, delivers
9 written notice to the other Party, including to its counsel, that it will no longer proceed with the
10 settlement process.

11
12 IT IS SO AGREED.

Signed by:



Date: 12/18/2024

89ECC3178640489...

14 Plaintiff Erik C. McLaren

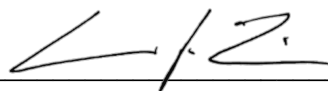
17 Date: _____

18 Defendant Total PCS Solutions, Inc.

19 By: _____

20 Its: _____

21 D.LAW, INC.
22 DAVID YEREMIAN & ASSOCIATES, INC.

23 By 

Date: 1/7/2025

24 Emil Davtyan
25 David Yeremian _____
26 Alvin B. Lindsay
27 Enoch J. Kim
28 Rose Sorial
Attorneys for Plaintiff

PALMER KAZANJIAN WOHL HODSON, LLP

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By  _____

Date: January 6, 2025

Larry Kazanjian
Dayra Juarez
Attorneys for Defendant

1 them will be deemed to be one and the same instrument if counsel for the Parties will exchange
2 between themselves signed counterparts. Any executed counterpart will be admissible in evidence
3 to prove the existence and contents of this Agreement.

4 10.17 Stay of Litigation. The Parties agree that upon the execution of this Agreement the
5 litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further
6 agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the
7 date to bring a case to trial under CCP section 583.310 for the period from which this Agreement
8 is fully executed through the date upon which one Party, including through its counsel, delivers
9 written notice to the other Party, including to its counsel, that it will no longer proceed with the
10 settlement process.

11
12 IT IS SO AGREED.

13 Signed by:
14 Erik McLaren Date: 12/18/2024
89EGG3178640489...

15 Plaintiff Erik C. McLaren

16
17 Nasser Othman Date: 12-20-24

18 Defendant Total PCS Solutions, Inc.

19 By: Nasser Othman
20 Its: Secretary - Officer

21 D.LAW, INC.
22 DAVID YEREMIAN & ASSOCIATES, INC.

23 By _____ Date: _____

24 Emil Davtyan
25 David Yermian _____
26 Alvin B. Lindsay
27 Enoch J. Kim
28 Rose Sorial
Attorneys for Plaintiff

28 PALMER KAZANJIAN WOHL HODSON, LLP