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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

HISTORIC COURT HOUSE

IGNACIO CONTRERAS, individually, and on
behalf of all aggrieved employees,

Plaintiff,

vs.

PARTNERS PERSONNEL – MANAGEMENT
SERVICES, LLC, a Delaware limited liability
company; 220 LABORATORIES, LLC, a
California limited liability company; and DOES
1 through 50, inclusive,

Defendants.

Case Number: CVRI2205626

[Assigned for all purposes to the Honorable
Harold W. Hopp, Department 1]

**STIPULATION AND AGREEMENT FOR
PAGA REPRESENTATIVE ACTION
SETTLEMENT**

Action Filed: December 28, 2022
Trial Date: None Set

1 **LITTLER MENDELSON P.C.**
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7 N/K/A PLZ. CORP. D/B/A PLZ CORP. OF DELAWARE (ERRONEOUSLY SUED AS 220
LABORATORIES, LLC)
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1 This Stipulation and Agreement for Settlement of this representative action pursuant to the
2 Private Attorneys General Act (“PAGA”) is made and entered into by and between plaintiff Ignacio
3 Contreras (“Plaintiff”), defendant PLZ Corp. d/b/a PLZ Corp. of Delaware (erroneously sued as 220
4 Laboratories, LLC) (“PLZ Corp.”), and defendant Partners Personnel – Management Services, LLC
5 (“Partners Personnel”) (collectively referred to as “Defendants” and jointly referred to as “Parties”),
6 and is made in compromise of disputed claims. The Parties agree that the above-entitled
7 representative action shall be settled on the terms and conditions set forth in this Stipulation, subject
8 to the approval of the Court pursuant to Section 2699(l) of the California Labor Code Private
9 Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.* (“PAGA”).

10 **DEFINITIONS**

11 1. “**Action**” means and refers to *Ignacio Contreras v. Partners Personnel –*
12 *Management Services, LLC, et al.*, Case No. CVRI2205626, which is currently pending in the
13 County of Riverside Superior Court.

14 2. “**Aggrieved Employees**” means all non-exempt employees who performed work for
15 Defendants at the 220 Labs Riverside Facility any time from October 24, 2021, through the date of
16 approval of the PAGA settlement.

17 3. The terms “**Agreement**,” “**Settlement**,” and “**Settlement Agreement**” mean this
18 Stipulation and Agreement for Settlement of this PAGA Representative Action, which the Parties
19 acknowledge sets forth all material terms and conditions of the Settlement between them, and which
20 is subject to Court approval pursuant to Section 2699(l) of the California Labor Code Private
21 Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.*

22 4. “**Court**” means the County of Riverside Superior Court.

23 5. “**Defendants**” means PLZ Corp. d/b/a PLZ Corp. of Delaware (erroneously sued as
24 220 Laboratories, LLC), and Defendant Partners Personnel – Management Services, LLC,
25 collectively.

26 6. “**PLZ Corp.**” means Defendant PLZ Corp. d/b/a/ PLZ Corp. of Delaware
27 (erroneously sued as 220 Laboratories, LLC).

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1 7. **“Partners Personnel – Management Services, LLC”** means Defendant Partners
2 Personnel.

3 8. **“Effective Date”** means the first date upon which all of the following have occurred:
4 (i) the Court has granted approval of the Settlement Agreement, (ii) the Court has entered Final
5 Judgment by dismissing the entire action with prejudice, and (iii) the Court’s order granting approval
6 of the Settlement Agreement and entry of Final Judgment has become final and is no longer
7 appealable. For purposes of this Settlement Agreement, “becomes final and is no longer appealable”
8 shall mean the later of: (a) the day after the last date by which a notice of appeal to the applicable
9 Court of Appeal of the order and judgment approving this Settlement may be timely filed and none
10 is filed (i.e., 61 days from notice of entry of judgment); (b) if an appeal is filed, and the appeal is
11 finally disposed of by ruling, dismissal, denial, or in any other manner that confirms the validity of
12 the order and judgment, the day after the last date for filing a request for further review of the order
13 and judgment approving this Settlement passes, and no further review is requested; or (c) if an appeal
14 is filed and the order approving this Settlement is affirmed and further review of the order is
15 requested, the day after the review is finally resolved and the order and judgment approving this
16 Settlement is affirmed. In the event that: (i) the Court does not approve the Settlement Agreement
17 as provided herein; or (ii) the Effective Date does not occur for any other reason, then this Settlement
18 Agreement, and any documents generated to bring it into effect, will be null and void, and the Parties
19 will be returned to their respective positions. The Effective Date cannot occur, and Defendants will
20 not be obligated to fund this Settlement, until and unless there is no possibility of an appeal or further
21 appeal that could potentially prevent this Settlement Agreement from becoming final and binding.

22 9. **“Final Order and Judgment”** means the proposed order granting approval of the
23 Settlement and entering Judgment, in a form substantially similar to that attached to this Agreement
24 as Exhibit A.

25 10. **“General Release Payment”** means the amount the Court authorizes to be paid to
26 Plaintiff, up to \$7,000, as compensation for Plaintiff’s general release of all claims Plaintiff may
27 have, or may have had, against Defendants, including those under Section 1542 of the California
28 Civil Code.

1 11. **“Gross Settlement Amount”** means a maximum total of \$475,000.00, which
2 includes all payments owing as a result of this Agreement, including: the Net Settlement Fund;
3 Representative Plaintiff’s General Release Payment; Settlement Administration Costs; and PAGA
4 Counsel Attorneys’ Fees and Costs as awarded by the Court.

5 12. **“LWDA Payment”** means a payment to the California Labor Workforce and
6 Development Agency in an amount equal to 75% of the PAGA Payment Amount.

7 13. **“Net Settlement Fund”** and **“PAGA Payment Amount”** mean the Gross Settlement
8 Amount less all of the following: PAGA Counsel’s Attorneys’ Fees and Costs, Representative
9 Plaintiff’s General Release Payment, and Settlement Administration Costs. It is comprised of the
10 LWDA Payment and the PAGA Aggrieved Employee Payment.

11 14. **“Operative Complaint”** means Plaintiff PAGA Complaint on file in this Action.

12 15. **“PAGA Aggrieved Employee Payment”** means a payment of 25% of the PAGA
13 Payment Amount, which the Parties have agreed to pay the Aggrieved Employees out of the Gross
14 Settlement Amount in connection with the settlement of the PAGA Claim.

15 16. **“PAGA Claim”** means the claim for civil penalties under the California Labor Code
16 Private Attorneys General Act of 2004 (Cal. Lab. Code sections 2698 *et seq.*, “PAGA”) alleged in
17 the Action.

18 17. **“PAGA Counsel”** means Scott Ernest Wheeler and Justin Wheeler of the Law Office
19 of Scott Ernest Wheeler.

20 18. **“PAGA Period”** means October 24, 2021, through the date of approval of the PAGA
21 Settlement.

22 19. **“Parties”** means Plaintiff, PLZ Corp. and Partners Personnel.

23 20. **“Released Claims”** means all claims for PAGA penalties that were alleged, or
24 reasonably could have been alleged, based on the PAGA Period facts stated in the Operative
25 Complaint and the PAGA notice dated October 13, 2022, including the following alleged violations
26 of the Labor Code: (1) failure to provide required meal periods (Labor Code sections 226.7, 512,
27 and 558); (2) failure to provide required rest breaks (Labor Code sections 226.7 and 512); (3) failure
28 to pay overtime wages (Labor Code sections 510, 558, 1194, and 1198); (4) failure to pay minimum

wages (Labor Code sections 200, 203, 226, 1194, 1197, and 1197.1); (5) failure to timely pay wages during employment (Labor Code sections 204 and 210); (6) failure to pay wages due to discharged or quitting employees (Labor Code sections 201-203); (7) failure to furnish accurate itemized wage statements (Labor Code sections 226 and 226.3); (8) failure to maintain required records (Labor Code sections 226, 1174, and 1174.5); (9) failure to provide suitable resting facilities; (10) failure to indemnify for necessary expenditures incurred in discharge of duties (Labor Code section 2802); (11) failure to provide suitable seating; (12) failure to provide supplemental COVID-19 sick leave (Labor Code sections 248.2 and 248.6); and (13) failure to pay all accrued vacation wages at termination (Labor Code section 227.3).

21. **“Released Parties”** means Defendants, and any current or former parent, subsidiary, affiliate, predecessor or successor entities of PLZ Corp. doing business as PLZ Corp. of Delaware, PLZ Corp. doing business as PLZ California, Plaze, Inc., PLZ Aeroscience Corporation, 220 Laboratories, Inc. and 220 Laboratories, LLC, and all officers, directors, employees and agents thereof.

22. **“Representative Plaintiff”** or **“Plaintiff”** means Plaintiff Ignacio Contreras.

23. **“Settlement Administrator”** shall mean ILYM Group, Inc., or a neutral third-party administrator chosen by the Parties, subject to approval by the Court.

24. **“The 220 Labs Riverside Facility”** means the facilities and any operations located at 2375 3rd Street, Riverside, California 92507 and 2321 3rd Street, Riverside, California 92507, 3201 Franklin Ave., Riverside, California 92507, 1751 Spruce Street, Riverside, California, 3601 Jurupa Street, Ontario, California, 91761 and any other facilities where Defendants’ operations occur that are related to Defendants operations at the preceding addresses.

RECITALS

25. On October 13, 2022, Plaintiff sent a PAGA Notice to the Labor and Workforce Development Agency (“LWDA”), with a copy to Defendants.

26. On December 28, 2022, Plaintiff filed a Complaint in the County of Riverside Superior Court, in a case styled *Ignacio Contrera v. Partners Personnel – Management Services, LLC, et al.*, Case Number: CVRI2205626 (the “Action”).

1 27. The Action asserts a PAGA Claim for civil penalties and seeks an award of
2 reasonable attorneys' fees and costs.

3 28. The Parties have conducted a thorough investigation into the facts of the Action and
4 have informally exchanged extensive data and information, as well as pertinent documents, relating
5 to the underlying alleged violations. After attending a full-day mediation with Hon. Amy D. Hogue,
6 Jud. Ret., the Parties reached the Settlement, which each Party believes is fair, reasonable, and
7 adequate and in the best interests of the State of California (the Labor and Workforce Development
8 Agency) and the allegedly Aggrieved Employees. The Parties understand, acknowledge, and agree
9 that this Settlement Agreement constitutes a compromise of Representative Plaintiff's and the
10 Aggrieved Employees' PAGA Claim, and that it is the desire and intention of the Parties to
11 effectuate a final and complete resolution of the PAGA Claim that the Representative Plaintiff and
12 the Aggrieved Employees have against Defendants or any persons or companies affiliated with
13 Defendants.

14 29. The Parties enter into this Settlement Agreement on a conditional basis. In the event
15 the Effective Date does not occur for any reason, this Settlement Agreement will be deemed null
16 and void *ab initio* and will be of no force or effect whatsoever, and will not be referred to or utilized
17 for any purpose whatsoever.

18 30. Defendants deny all of the claims in the Action, and do not waive, but rather
19 expressly reserve, all rights to challenge all such claims and allegations upon all legal, procedural
20 and factual grounds should this Settlement Agreement not become final. This Settlement
21 Agreement reflects a compromise reached to end litigation.

22 31. The Parties stipulate and agree to the following terms of this Settlement Agreement
23 with the intent that this Agreement finally disposes of the Action with prejudice.

24 **TERMS AND CONDITIONS**

25 **Settlement Payments and Calculation of Claims.** Subject to Court approval and the
26 conditions specified in this Agreement, and in consideration of the mutual covenants and promises
27 set forth in this Agreement, Defendants agree to pay their respective share of the Gross Settlement
28 Amount of \$475,000. For the avoidance of doubt, Defendants shall not be required to pay any

1 amount over \$475,000 for this Settlement. The following table summarizes the anticipated
2 allocation of the Gross Settlement Amount:

3 **Gross Settlement Amount of \$475,000 Is Broken Down As Follows:**

- 4
- PAGA Counsel Attorneys' Fees not to exceed **\$158,175**
 - PAGA Counsel Costs not to exceed **\$11,604.57**
 - Up to **\$7,000.00** for Named Plaintiff's General Release Payment
 - Settlement Administration Costs, not to exceed **\$7,850**
 - **\$290,370.43** for the PAGA Payment Amount (Net Settlement Fund)
 - **\$217,777.82** for the LWDA Payment
 - **\$72,590** for the PAGA Aggrieved Employee Payment
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9 32. **Settlement Escalator.** It is currently estimated that Aggrieved Employees worked
10 30,315 PAGA Pay Periods from October 24, 2021 to June 20, 2023 for Partners Personnel and 4,566
11 PAGA Pay Periods from October 13, 2021 through August 16, 2023 for PLZ. Plaintiff will provide
12 Defendants with ten (10) days' notice of his intent to file a Motion for Approval of the PAGA
13 Settlement or Stipulation and Order Requesting Approval of the PAGA Settlement. If the total
14 number of PAGA Pay Periods identified up to the date that Plaintiff seeks Court approval of the
15 PAGA Settlement is more than ten percent (10%) greater than 34,881 PAGA Pay Periods, the Gross
16 Settlement Amount will be increased on a pro rata basis according to the number of additional
17 PAGA Pay Periods worked by all Aggrieved Employees in excess of ten percent (10%) with respect
18 to the total number of PAGA Pay Periods worked by all of the Aggrieved Employees. For example,
19 if the number of PAGA Pay Periods is 38,718, which is 11% greater than 34,881, then the Gross
20 Settlement Amount will be increased by 1%. In the alternative, if the number of PAGA Pay Periods
21 exceeds 38,369, then Defendants may opt to adjust the PAGA Period such that the number of PAGA
22 Pay Periods does not exceed 38,369. The Parties agree that any increase to the Gross Settlement
23 Amount made pursuant to this provision will increase the applicable attorneys' fees payable to
24 Plaintiff's counsel such that the attorneys' fees will remain one-third of the adjusted Gross
25 Settlement Amount.

26 33. **Apportionment of Gross Settlement Amount.** The Parties agree, subject to Court
27 approval and the conditions specified in this Agreement, that the Gross Settlement Amount shall be
28 apportioned as follows:

1 a. Settlement Administration Fees and Costs: The fees and costs associated
2 with settlement administration (*e.g.*, preparing and mailing payments to the Aggrieved Employees,
3 tax documentation, etc.) (the “Settlement Administration Costs”) will be paid from the Gross
4 Settlement Amount and are estimated to be \$7,850. The Parties agree to use ILYM Group, Inc. as
5 the Settlement Administrator.

6 b. PAGA Counsel’s Attorneys’ Fees and Costs: The Parties agree that, subject
7 to the Court’s review and approval, PAGA Counsel will be paid from the Gross Settlement Fund an
8 amount that is up to one third of the Gross Settlement Amount for attorneys’ fees of One-Hundred
9 and Fifty-Eight Thousand and One Hundred and Seventy-Five Dollars (\$158,175), plus actual
10 litigation costs not to exceed \$11,604.57.

11 c. Representative Plaintiff’s General Release Payment: The Parties agree that,
12 subject to the Court’s review and approval, Representative Plaintiff will receive a \$7,000.00 General
13 Release Payment, which will be paid from the Gross Settlement Fund.

14 d. Net Settlement Fund/PAGA Payment Amount: After deducting PAGA
15 Counsel’s Attorneys’ Fees and Costs, Settlement Administration Costs, and Representative
16 Plaintiff’s General Release Payment from the Gross Settlement Amount, the remaining amount will
17 comprise the Net Settlement Fund/PAGA Payment Amount. The Net Settlement Fund/PAGA
18 Payment Amount is comprised of the LWDA Payment and the PAGA Aggrieved Employee
19 Payment. The Net Settlement Fund of approximately \$290,370.43 shall be allocated 75% to the
20 LWDA Payment, which is estimated to total \$217,777.82 (\$290,370.43 x 75%). The remaining
21 25% of the Net Settlement Fund, estimated to total \$72,592.61 (\$290,370.43 x 25%), shall be
22 allocated to the PAGA Aggrieved Employee Payment to be paid to the Aggrieved Employees on a
23 *pro rata* basis as noted below, which shall be referred to as each Aggrieved Employee’s “Individual
24 PAGA Payment.”

25 Example:

26 Aggrieved Employee A was actively employed during the PAGA Period for 25 pay periods.
27 All Aggrieved Employees were actively employed a combined total of 34,000 pay periods during

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1 the PAGA Period. Aggrieved Employee A's Individual PAGA Payment would be calculated as
2 follows:

3 ▶ 25 pay periods for Aggrieved Employee A ÷ 34,000 total pay periods for all
4 Aggrieved Employees = 0.0735%.

5 ▶ Aggrieved Employee A is entitled to an Individual PAGA Payment in an amount that
6 is 0.0735% of the PAGA Aggrieved Employee Payment.¹

7 e. Taxes and Reporting: The Individual PAGA Payments will be treated as non-
8 wage income to the Aggrieved Employees and reported by the Settlement Administrator on IRS
9 Form 1099.

10 34. **Release by Plaintiff and State of California on behalf of the Aggrieved**
11 **Employees.**

12 a. Terms Of Release: Upon the Effective Date, Plaintiff, the State of California
13 and all Aggrieved Employees are deemed to release, on behalf of themselves and their respective
14 former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns,
15 the Released Parties of any of the Released Claims Released Claims as defined in paragraph 20.

16 35. **General Release by Representative Plaintiff.**

17 a. Terms of Release: Representative Plaintiff, on behalf of himself and on behalf
18 of his current, former, and future heirs, executors, administrators, attorneys, agents, and assigns,
19 releases the Released Parties from any and all claims, demands, rights, liabilities, and/or causes, of
20 any form whatsoever, any common law or statutory torts, any federal, state or governmental
21 constitution, statute, regulation or ordinance, and any claim for wages, tips or any other
22 compensation or benefit, arising under federal, state or local laws, rules, or regulations, whether
23 known or unknown, unforeseen, unanticipated, unsuspected or latent, that have been or could have
24 been asserted by Representative Plaintiff, or his heirs, successors and/or assigns, whether directly,
25 indirectly, representatively, derivatively or in any other capacity, arising at any time prior to the date
26 that the court grants approval of the settlement.

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¹ The Individual PAGA Payment will be rounded to the nearest penny with .5 rounded up.

1 b. California Civil Code Section 1542: Upon the Effective Date, the
2 Representative Plaintiff will be deemed to have, and by operation of the Final Order and Judgment
3 will have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions,
4 rights, and benefits of section 1542 of the California Civil Code which provides as follows:

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

8 c. No Other Actions. The Representative Plaintiff is deemed by operation of
9 the Final Order and Judgment to have agreed not to sue or otherwise make any claim against any of
10 the Released Parties based upon any action, event, or occurrence prior to the date he signs this
11 Settlement Agreement.

12 36. **Request for Final Order and Judgment.**

13 a. Upon execution of this Agreement, the Representative Plaintiff shall
14 promptly file a motion or application with the Court requesting approval of this Settlement by
15 submitting a proposed Final Order and Judgment, in a form substantially similar to Exhibit A.

16 b. The Representative Plaintiff shall not file the motion or application
17 requesting final approval or final judgment with the Court until Defendants have reviewed and
18 approved it, which approval will not be unreasonably withheld.

19 c. On the date Representative Plaintiff files the motion or application discussed
20 in this Paragraph, Plaintiff will also submit to the LWDA a notice of the Settlement enclosing a
21 copy of the Settlement Agreement. Plaintiff’s notice of the Settlement to the LWDA will comply
22 with the notice requirements of PAGA.

23 37. **Settlement Funding.**

24 a. Upon the Court entering the Final Order and Judgment, and within sixty (60)
25 days after the Effective Date, the Settlement Administrator shall send Defendants’ counsel
26 electronic wiring instructions to fund the Gross Settlement Fund.

27 b. Within thirty (30) days after the Effective Date, Defendants shall transfer by
28 wire the Gross Settlement Amount to the Settlement Administrator (the “Funding Date”).

1 c. Within fourteen (14) calendar days of receiving the Gross Settlement Amount
2 and this information, the Settlement Administrator will make all payments provided under this
3 settlement including: (1) payment of attorneys' fees and costs to Plaintiff's counsel, (2) the General
4 Release payment to Plaintiff, (3) payment to the LWDA for PAGA penalties, (4) payment to
5 Aggrieved Employees, and (5) payment to the Settlement Administrator. With respect to payments
6 to Aggrieved Employees, the Settlement Administrator shall send by first-class mail, at their last
7 known address, the court-approved notice of this settlement, and their payment. The Settlement
8 Administrator will skip trace and re-mail all returned, undelivered mail within ten (10) days of
9 receiving notice that a notice was undeliverable.

10 38. **PAGA List.**

11 a. Within thirty (30) days after the Effective Date, Defendants will provide the
12 Settlement Administrator, with the following information for each Aggrieved Employee which shall
13 be formatted as a Microsoft Excel spreadsheet or Microsoft Word Document: (1) full name; (2)
14 social security number; (3) last known address; (4) last known telephone number; and (5) number
15 of Pay Periods for worked by each Aggrieved Employee during the PAGA period and/or
16 information to make this determination for each Aggrieved Employee. ("PAGA List").

17 39. **List of Individual Settlement Amounts.**

18 a. Within 20 days after the Settlement Administrator receives the PAGA List,
19 the Settlement Administrator will provide to PAGA Counsel and Defendants' counsel a Proceeds
20 List reflecting the Individual PAGA Payment for each Aggrieved Employee ("Proceeds List"). The
21 Proceeds List provided to PAGA Counsel will not include the Aggrieved Employees' names, social
22 security numbers or contact information.

23 40. **PAGA Payments to Aggrieved Employees.**

24 a. On the Payment Date, the Settlement Administrator will mail to each
25 Aggrieved Employee, via first-class United States Mail, the following: (a) the PAGA Settlement
26 Notice in English and Spanish, attached as Exhibit B to this Agreement; and (b) their Individual
27 PAGA Payment (collectively, the "PAGA Packet").

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1 b. Prior to mailing, the Settlement Administrator will update all addresses using
2 the National Change of Address System (NCOA). In the event that a PAGA Packet is returned to
3 the Settlement Administrator with a forwarding address, the Settlement Administrator will re-send
4 the PAGA Packet to the forwarding address identified. If no forwarding address is provided, then
5 the Settlement Administrator will promptly conduct a “standard search,” sometimes called, “Skip
6 Trace” or “Credit Header” searches, to locate a better address. If a better address is found, the
7 Settlement Administrator will promptly re-send the PAGA Packet. If a better address is not found
8 or the PAGA Packet is ultimately returned without a forwarding address, neither the Settlement
9 Administrator, Defendants, or PAGA Counsel shall be required to take further action. If the
10 undeliverable PAGA Packet is for a currently employed aggrieved employee, the Settlement
11 Administrator shall contact Defendants, which will then make all reasonable efforts to obtain the
12 Aggrieved Employee’s current mailing address within seven (7) calendar days and provide it to the
13 Settlement Administrator.

14 c. Aggrieved Employees shall have 180 calendar days after the date the PAGA
15 Packet is mailed to them to cash their settlement payment checks. If any Aggrieved Employee’s
16 check is not cashed within that period, the settlement payment check will be voided and a stop-
17 payment will be issued. Neither Defendants, Defendants’ counsel, Plaintiff, nor PAGA Counsel
18 will have any liability for lost or stolen settlement payment checks, forged signatures on settlement
19 payment checks, unauthorized negotiation of settlement payment checks, or failure to timely cash a
20 settlement payment check within the 180 day period.

21 d. Any unpaid cash residue or unclaimed Aggrieved Employee funds, plus any
22 accrued interest that has not otherwise been distributed pursuant to order of the Court, shall be
23 transmitted to the California State Controller’s Office Unclaimed Property Division in the name of
24 the Aggrieved Employee.

25 41. **Payments of General Release Payment, Attorneys’ Fees and Costs, and the**
26 **LWDA Settlement Payment.**

27 a. On the Payment Date, the Settlement Administrator will pay from the Gross
28 Settlement Fund the Representative Plaintiff’s General Release Payment as awarded by the Court.

1 The payment will be made by sending to PAGA Counsel a check payable to “Ignacio Contreras” in
2 the amount of the Court-approved General Release Payment. This payment is conditional upon
3 PAGA Counsel providing Defendants’ counsel with a completed Form W-9 for the Representative
4 Plaintiff.

5 b. On the Payment Date, the Settlement Administrator will pay from the Gross
6 Settlement Fund to PAGA Counsel its Court-approved Attorneys’ Fees and Costs. Such payment
7 is conditional upon PAGA Counsel providing the Settlement Administrator with a completed Form
8 W-9.

9 c. On the Payment Date, the Settlement Administrator will pay the LWDA
10 Payment from the Net Settlement Fund by issuing a check in the approximate amount of
11 \$217,777.82 payable to “California Labor and Workforce Development Agency.”

12 42. **Deadlines.**

13 a. If any deadline specified in this Agreement falls on a Saturday, Sunday, or
14 Court holiday, the deadline will be automatically extended to the next regular business day. Unless
15 specified otherwise, all references to “days” shall mean calendar days.

16 43. **Enforcement and Continuing Jurisdiction of the Court.**

17 a. Pursuant to the Parties agreement, this Settlement Agreement will be
18 approved by the Court and will be enforceable by the Court pursuant to California Code of Civil
19 Procedure section 664.6. Even after the entry of the Final Order and Judgment, this Court will have
20 and retain continuing jurisdiction over the Action and over all Parties and the Aggrieved Employees,
21 to the fullest extent necessary or convenient to enforce and effectuate the terms and intent of this
22 Settlement Agreement and all matters provided for in it, and to interpret it.

23 44. **Mutual Full Cooperation.**

24 a. The Parties will fully cooperate with each other to accomplish the terms of
25 this Settlement Agreement, including, but not limited to, execution of such documents and taking
26 such other action as may be reasonably necessary or convenient to implement it.

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1 45. **Non-Admission of Liability.**

2 a. The Parties enter into this Agreement to resolve the dispute that has arisen
3 between them and to avoid the burden, expense and risk of continued litigation. In entering into this
4 Agreement, Defendants do not admit, and specifically deny, that they have violated any federal,
5 state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any
6 other applicable laws, regulations or legal requirements; violated or breached any duty; engaged in
7 any misrepresentation or deception; or engaged in any other unlawful conduct with respect to the
8 Action. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations
9 connected with it, shall be construed as an admission or concession by Defendants of any such
10 violations or failures to comply with any applicable law. Except as necessary in a proceeding to
11 enforce the terms of this Agreement, this Agreement and its terms and provisions shall not be offered
12 or received as evidence in any action or proceeding to establish any liability or admission on the
13 part of Defendants or to establish the existence of any condition constituting a violation of, or a non-
14 compliance with, federal, state, local or other applicable law.

15 46. **Effective Date of Defendants' Obligations Under This Agreement.**

16 a. Defendants' obligations under this Settlement Agreement will become final
17 and effective only upon the occurrence of the Effective Date. In the event that any of the conditions
18 specified in this Settlement Agreement are not satisfied, or in the event that this Settlement does not
19 obtain approval of the Court for any reason, all matters covered by this Agreement will be null and
20 void. In such event, neither this Agreement nor any negotiations leading to this Settlement will be
21 used or construed by or against any Party as a determination, admission, or concession of any issue
22 of law or fact in the litigation; and the Parties do not waive, and instead expressly reserve, their
23 respective rights regarding the prosecution and defense of the Action, including all available
24 defenses and affirmative defenses, and to challenge any claim, as if this Settlement Agreement never
25 existed.

26 47. **Nullification.**

27 a. If: (1) the Court should for any reason fail to enter the Final Order and
28 Judgment; or (2) the Court's Final Order and Judgment is reversed or modified as to any material

term as defined above, or declared or rendered void as to any material term as defined above, then (a) the Settlement Agreement shall become null and void; (b) the Parties will revert to their respective positions immediately prior to reaching the settlement; and (c) Defendants will be responsible for any Settlement Administration Costs.

48. **Invalidation.**

a. Invalidation of any material term of this Settlement Agreement will invalidate this Agreement in its entirety unless the Parties subsequently agree in writing that the remaining provisions will remain in full force and effect.

49. **No Publicity.**

a. Plaintiff and his counsel agree that the terms of this Settlement Agreement (including, but not limited to, the Gross Settlement Amount), the negotiations leading to the execution of this Settlement Agreement, and the Settlement Agreement itself, shall not be discussed with or publicized or promoted to the media (including, without limitation, legal periodicals and publications such as "Jury Verdicts," or disclosure of the Settlement Agreement on any web site of Plaintiff's counsel), or the public at large, without the advance written consent of Defendants. Notwithstanding the foregoing, Plaintiff and his counsel (1) may tell the public in general only that certain claims "have been resolved by the Parties," and (2) may disclose the terms of the Settlement Agreement (a) in appropriate filings with the Court in this case; (b) where required by law (e.g., income tax returns); (c) Plaintiff's counsel may refer to the Action for purposes of class or representative counsel qualifications; and (d) to accountants or other tax professionals for the purpose of preparing tax returns.

50. **Entire Agreement.**

a. This Settlement Agreement constitutes the entire integrated agreement between the Parties relating to the Action, and no oral representations, warranties, or inducements have been made to any party concerning this Settlement Agreement other than the representations, warranties, and covenants contained and memorialized in this Settlement Agreement.

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1 51. **Authorization to Act.**

2 a. PAGA Counsel warrants and represents that they are authorized by the
3 Representative Plaintiff, and counsel of record for Defendants warrants that they are authorized by
4 Defendants, to take all appropriate action required or permitted to be taken by such Parties pursuant
5 to this Settlement Agreement to effectuate its terms, and to execute any other documents required
6 to effectuate the terms of this Settlement Agreement, except for any documents, including but not
7 limited to this Settlement Agreement, that are required to be executed by the Parties.

8 52. **Modification Only in Writing Subject to Court Approval.**

9 a. This Settlement Agreement may be amended or modified only by a written
10 instrument signed by all Parties or their successors in interest and approved by the Court.

11 53. **Binding on Successors.**

12 a. This Settlement Agreement is binding upon and will inure to the benefit of
13 the Parties to this Agreement, as well as their respective attorneys, past, present, and future
14 predecessors, successors, shareholders, officers, directors, employees, agents, trustees,
15 representatives, administrators, fiduciaries, assigns, insurers, executors, partners, parent
16 corporations, subsidiaries, and related or affiliated entities.

17 54. **No Prior Assignments.**

18 a. The Aggrieved Employees are deemed by operation of the Final Order and
19 Judgment to represent, covenant, and warrant that they have not directly or indirectly assigned,
20 transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any
21 portion of any liability, claim, demand, cause of action, or rights released and discharged by this
22 Agreement.

23 55. **Governing Law.**

24 a. All terms of this Settlement Agreement will be governed by and interpreted
25 according to the laws of the State of California, without giving effect to conflicts of laws principles.

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1 56. **Counterparts.**

2 a. This Settlement Agreement may be executed in one or more counterparts.
3 All executed counterparts and each of them will be deemed to be one and the same instrument.
4 Counsel for the Parties will exchange among themselves any signed counterparts.

5 57. **Headings for Convenience Only.**

6 a. The descriptive headings of any paragraphs or sections of this Settlement
7 Agreement are inserted for convenience of reference only and do not constitute a part of this
8 Settlement Agreement.

9 58. **Construction of This Agreement.**

10 a. The Parties agree that the terms and conditions of this Settlement Agreement
11 are the result of arms-length negotiations between the Parties and that this Settlement Agreement
12 will not be construed in favor of or against any Party by reason of the extent to which any Party, or
13 his or its counsel participated in the drafting of this Agreement. This Settlement Agreement
14 constitutes the entire agreement between the Parties. Except as expressly provided in this
15 Agreement, this Settlement Agreement has not been executed in reliance upon any other oral or
16 written representations or terms and no such extrinsic oral or written representations or terms will
17 modify, vary, or contradict the terms of this Settlement Agreement. In entering this Settlement
18 Agreement, the Parties explicitly recognize California Civil Code section 1625 and California Code
19 of Civil Procedure section 1856(a), which provide that a written agreement is to be construed
20 according to its terms and may not be varied or contradicted by extrinsic evidence. The
21 Representative Plaintiff and Defendants had available to them the advice and assistance of
22 independent counsel. As such, neither Representative Plaintiff nor Defendants may claim that any
23 ambiguity in this Settlement Agreement should be construed against the other.

24 59. **Corporate Signatories.**

25 a. Any person executing this Settlement Agreement or any related document on
26 behalf of a corporate signatory warrants and promises for the benefit of all Parties that such person
27 has been duly authorized by such corporation to execute this Settlement Agreement or any related
28 document.

1 60. **Representation by Counsel.**

2 a. All of the Parties hereto acknowledge that they have been represented by
3 counsel throughout all negotiations that preceded the execution of this Settlement Agreement and
4 that this Agreement has been executed with the consent and advice of counsel.

5 61. **Attorneys' Fees and Costs.**

6 a. Except as otherwise provided in this Agreement, the Parties will bear
7 responsibility for their own attorneys' fees and costs, taxable or otherwise, incurred by them or
8 arising out of this Action and will not seek reimbursement thereof from any Party to this Settlement
9 Agreement. In the event of a proven breach of this Agreement, the breaching party will be required
10 to pay the prevailing Party's reasonable attorneys' fees and costs incurred in enforcing this
11 Agreement.

12 Dated: _____

13 Dated: 11/7/2023

14 Dated: 11/9/2023

By: _____
Ignacio Contreras

By: **Christian Moro**
Partners Personnel – Management Services, LLC

Name: Christian Moro

Title: Counsel

By: _____
PLZ Corp. d/b/a PLZ California (erroneously
sued in the Action as 220 Laboratories, LLC

Name: Joseph Donado

Title: Senior Counsel

23 **AS TO FORM ONLY:**

24 DATED: November ____, 2023

LAW OFFICE OF SCOTT ERNEST WHEELER

By: _____
SCOTT ERNEST WHEELER

Attorneys for Plaintiff and the other Aggrieved
Employees

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MEDINA McKELVEY LLP

Dated: November 7, 2023

By: _____
TIMOTHY B. NELSON
KYLE W. OWEN

Attorneys for Defendant, PARTNERS PERSONNEL
- MANAGEMENT SERVICES, LLC

LITTLER MENDELSON P.C.

Dated: November 9, 2023

By:  _____
GREGORY G. ISKANDER
TIMOTHY M. WOJCIK

Attorneys for Defendant, PLZ Corp. d/b/a PLZ
California (erroneously sued in the Action as 220
Laboratories, LLC)