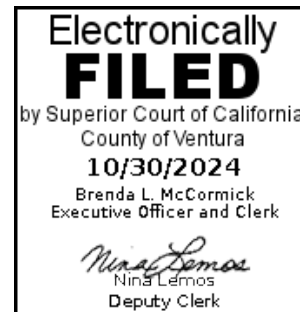




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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF VENTURA**

YOMAIRA QUINTERO, an individual;

Plaintiff,

vs.

HANGMAN PRODUCTS, INC.; JAMES MILTON
GALLIEN and DOES 1 through 20, inclusive;

Defendants.

Case Number: 56-2022-00572415-CU-OE-VTA

**STIPULATION BY ALL PARTIES FOR
ORDER APPROVING SETTLEMENT
PURSUANT TO CALIFORNIA LABOR
CODE PRIVATE ATTORNEYS'
GENERAL ACT AND ENTERING
JUDGMENT**

[Filed concurrently with [Proposed] Order]

Plaintiff YOMAIRA QUINTERO ("Plaintiff") and Defendants HANGMAN PRODUCTS, INC. and JAMES MILTON GALLIEN ("Defendants"), by and through their respective counsel of record, hereby stipulate as follows:

1 **WHEREAS**, on or about November 17, 2022, Plaintiff by and through Plaintiff’s counsel, sent
2 a notice to the California Labor Workforce Development Agency (“LWDA”) and Defendants (the
3 “PAGA Notice”) alleging that Defendants engaged in violation of the California Labor Code and
4 California Wage Orders, seeking civil penalties pursuant to the California Labor Code Private
5 Attorneys’ General Act (“PAGA”);

6 **WHEREAS**, on or about November 17, 2022, Plaintiff filed a Complaint in the California
7 Superior Court for the County of Ventura entitled Yomaira Quintero v. Hangman Products, Inc., et al.
8 (the “Action”) alleging individual employment claims;

9 **WHEREAS**, this Settlement is entered into by and between Plaintiff, on behalf of themselves
10 and “Aggrieved Employees” (defined below), on the one hand, and Defendants on the other hand, to
11 memorialize the essential terms of the settlement of Plaintiff’s representative claim asserted in the
12 Action.

13 **WHEREAS**, this Settlement becomes enforceable upon its execution by the signatories set
14 forth below. The Parties agree to enter into a long-form, Joint Stipulation for Settlement (or similar
15 long-form Settlement Agreement) that contains the terms set forth in this Settlement and more specific
16 information and procedures as required by law. Nonetheless, the Parties intend that the terms set forth
17 herein in this Settlement are fully enforceable by the Ventura Superior Court upon motion of any Party.

18 **WHEREAS**, on or about November 17, 2022, Plaintiff filed a Complaint, alleging the
19 following causes of action: (1) Violation of The Private Attorneys General Act, California Labor Code
20 § 2698 et seq. (“PAGA”).

21 **WHEREAS**, for purposes of Plaintiff representative claims under PAGA, and for purposes of
22 the Action (as defined below) and this PAGA Agreement, the alleged aggrieved individuals
23 (“Aggrieved Employees”) are defined by Plaintiff to be current and former non-exempt hourly
24 employees who worked at least one pay period, who worked for the Defendants in the State of
25 California during the PAGA Period. The PAGA Period is defined to be from November 17, 2021
26 through the date this Court approves the settlement described herein (the “PAGA Settlement”) and
27 enters judgment pursuant to the terms of the PAGA Settlement (the “Effective Date”);
28

1 **WHEREAS**, Defendants vigorously dispute and deny the allegations and various causes of
2 action asserted in the Action, including, without limitation, Plaintiff's and the Aggrieved Employees'
3 claim for civil penalties pursuant to PAGA;

4 **WHEREAS**, the Parties engaged in an informal exchange of documents and information. The
5 Parties have also conducted extensive independent investigation and evaluations of the claims and
6 defenses in this matter. Both Plaintiff's counsel and Defendants' counsel have significant experience
7 litigating and resolving the type of wage-and-hour claims alleged in the Action, including claims for
8 civil penalties under PAGA;

9 **WHEREAS**, according to the PAGA Settlement Agreement, Plaintiff's "Released PAGA
10 Claims" are defined as any and all claims, rights, demands, liabilities and causes of action for civil
11 penalties under the PAGA asserted, or that could have been asserted in the Complaint, and/or PAGA
12 Notice, including but not limited to those under California Labor Code §§ 201, 202, 203, 204, 206,
13 206.5, 210, 216, 218.6, 221, 223, 224, 225.5, 226, 226.3, 226.7, 246, 256, 432.5, 450, 510, 512, 558,
14 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698 et seq., 2802, and the California
15 Wage Orders sections 3, 4, 7, 9, 11, 12, 20 and a California Civil Code 1542 release as to those
16 sections, that arose during the PAGA Period, based on the factual allegations pled in the operative
17 complaint. A true and correct copy of the PAGA Settlement Agreement is attached hereto as **Exhibit**
18 **A**, and its defined terms are hereby incorporated by reference;

19 **WHEREAS**, California Labor Code Section 2699(l)(2) requires that this Court review and
20 approve any settlement pursuant to PAGA;

21 **WHEREAS**, the Parties recognize that the issues presented in the Action are likely only to be
22 resolved with extensive and costly discovery, pretrial and trial proceedings, and that further litigation
23 will cause inconvenience, distraction, disruption, delay and expense disproportionate to the potential
24 benefits of litigation. The Parties have taken into account the risk and uncertainty of the outcome
25 inherent in any litigation;

26 **WHEREAS**, based on their own independent investigations and evaluations, the Parties and
27 their respective counsel are of the opinion that the settlement of the Released PAGA Claims on the
28 terms set forth in the PAGA Settlement Agreement are fair, reasonable and adequate and is in the best

1 interests of the Parties, the LWDA, and Aggrieved Employees in light of all known facts and
2 circumstances and the risks inherent in litigation;

3 **WHEREAS**, the Parties recognize that this Court may, pursuant to California Labor Code
4 Section 2699(e)(2), award a lesser amount than the maximum civil penalty amount permitted under
5 PAGA if, based on the facts and circumstances of the particular case, to do otherwise would result in
6 an award that is unjust, arbitrary and oppressive, or confiscatory;

7 **WHEREAS**, Plaintiff has provided a copy of this Joint Stipulation and the proposed PAGA
8 Settlement Agreement to the LWDA in accordance with Labor Code Section 2699(l)(2), and a proof
9 of service to the LWDA is attached hereto as **Exhibit B**;

10 **WHEREAS**, the Parties have mutually agreed upon an Explanatory Letter, attached hereto as
11 **Exhibit C**;

12 **WHEREAS**, the settlement administration quote from ILYM Group, Inc. is attached hereto as
13 **Exhibit D**;

14 **WHEREAS**, in consideration of the terms and conditions set forth in the PAGA Settlement
15 Agreement, the Parties agree to be bound to the terms and conditions set forth in the PAGA Settlement
16 Agreement, including that:

17 Upon expiration of the appeal period after the Effective Date, the Company shall pay the total
18 sum of Thirty-Five Thousand One Hundred Eighteen Dollars (\$35,118.00) on account of disputed and
19 alleged civil penalties, i.e. the PAGA Gross Settlement Amount (“PGSA”). The PGSA shall be
20 distributed as follows:

21 A. One-third (1/3) of the “PGSA, \$11,706.00, plus \$1,000.00 for costs, totaling
22 \$12,706.00, shall be paid to Plaintiff’s counsel Sirmabekian Law Firm PC, for attorney’s fees and
23 costs incurred on the PAGA claims; and, \$2,650.00 shall be paid to the Settlement Administrator.

24 B. The remaining balance after deducting the amount being paid to Plaintiff’s
25 counsel for attorney’s fees, costs and expenses on the PAGA claims, \$19,762.00 (the “PAGA Net
26 Settlement Amount” or “PNSA”), shall be classified for tax purposes as civil penalties (“Civil Penalty
27 Allocation”), unless otherwise required by law, and shall be distributed as follows:
28

1 i. Seventy-Five Percent (75%) of the Civil Penalty Allocation,
2 \$14,821.50, shall be paid to the LWDA, which represents civil penalties payable to the LWDA under
3 the PAGA, Labor Code section 2698, *et seq.*;

4 ii. Twenty Five Percent (25%) of the Civil Penalty Allocation, \$4,940.50,
5 (the “Aggrieved Employee Amount”) shall be paid to the Aggrieved Employees, pursuant to Labor
6 Code § 2699(i), divided amongst Aggrieved Employees based on each Aggrieved Employee’s
7 respective number of pay periods worked for Defendant in California during the PAGA Period.

8 **WHEREAS**, Plaintiff agrees that counsel for Plaintiff will notify the LWDA of the settlement
9 at the same time the settlement is submitted to the court for approval, seek approval of the settlement,
10 and perform any and all statutory tasks as required by law.

11 **WHEREAS**, the Parties further agree that should the Court deny approval of the settlement
12 based on the allocation of the PGSA (the “PAGA Gross Settlement Amount”) or PNSA, the Parties
13 agree to re-negotiate in good faith in an effort to obtain approval of the settlement.

14 **WHEREAS**, upon Court approval of the PAGA Settlement and performance of the payment
15 obligations therein, Plaintiff and Aggrieved Employees will fully and finally release and discharge
16 Defendants and their former, present and future owners, parents, and subsidiaries, and all of their
17 current, former and future spouse(s), children, officers, directors, members, managers, employees,
18 consultants, partners, shareholders, joint ventures, affiliated or related entities, agents, predecessors,
19 successors, assigns, accountants, insurers, legal representatives, other representatives of any kind, and
20 related parties (“Released Parties”), from all claims, rights, demands, liabilities and causes of action
21 for civil penalties under the PAGA asserted, or that could have been asserted in the Complaint,
22 including, but not limited to, those under California *Labor Code* §§ 201, 202, 203, 204, 206, 206.5,
23 210, 216, 218.6, 221, 223, 224, 225.5, 226, 226.3, 226.7, 246, 256, 432.5, 450, 510, 512, 558, 1174,
24 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698 *et seq.*, 2802, Wage Order sections 3,
25 4, 7, 9, 11, 12, 20, and a California *Civil Code* § 1542 release as to those sections, that arose during
26 the PAGA Period, based on the factual allegations pled in the operative complaint in the Action.
27 (“Released PAGA Claims”).
28

1 **WHEREAS**, Defendants shall separately pay \$85,000.00 to Plaintiff Yomaira, in exchange
2 for Plaintiff's: (i) release of their individual claims in the Action, and (ii) complete and general release
3 and waiver of known and unknown claims under Civil Code section 1542, except as may be prohibited
4 by law, such as claims for workers' compensation benefits. The parties have executed a separate
5 settlement agreement with respect to Plaintiff's individual claims.

6 **WHEREAS**, Plaintiff has sole responsibility for all tax consequences of payments.

7 **WHEREAS**, Defendants represent that they have employed Aggrieved Employees within
8 2940 Pay Periods from the beginning of the PAGA Period through present. If as of the date of court
9 approval, the number of Pay Periods exceeds 2940 by more than ten percent (10%) (i.e., the number
10 of Pay Periods exceeds 2950 by 295 or more Pay Periods), then the amount of the Gross Settlement
11 Amount shall correspondingly increase in proportion to the increased percentage. For example, if such
12 increase in Pay Periods worked by Aggrieved Employees 25% over, then the PAGA Settlement
13 Amount shall increase by 15%. Alternatively, Defendants may choose to have the PAGA release
14 period end on the date when the 10% is reached.

15 **WHEREAS**, Defendants will provide Aggrieved Employees' information (names, addresses,
16 social security numbers, and number of pay periods worked for Defendants in California during the
17 PAGA Period) to the Settlement Administrator to assist the settlement process within Fifteen (15) days
18 of the court signing the approval order (the "Effective Date").

19 **WHEREAS**, No later than Forty-Five (45) days from the Effective Date, Defendants shall
20 fund the Gross Settlement Amount into an account established by the Settlement Administrator, for
21 administration and distribution in accordance with this Settlement Agreement and the Court's orders.

22 **WHEREAS**, the Parties agree that ILYM Group, Inc., shall be the Settlement Administrator.
23 The Settlement Administrator shall distribute payments for all Individual PAGA Payments, the
24 Plaintiff's Payment, the LWDA PAGA Payment, the Administration Expenses Payment, and the
25 PAGA Counsel Expenses Payment within Fourteen (14) calendar days after receipt of the Gross
26 Settlement Amount from Defendants.

27 **WHEREAS**, Prior to mailing the Explanatory Letter, the Settlement Administrator shall check
28 the addresses provided in the Aggrieved Employees List using the United States Postal Service's

1 National Change of Address database, and update the addresses for known address changes. Should
2 any of the mailings to the Aggrieved Employees of their Cover Letter and Individual PAGA Payments
3 be returned as undeliverable within fourteen (14) calendar days of mailing, the Settlement
4 Administrator will have seven (7) calendar days after it receives the returned undeliverable mail to
5 search for a more current address for the Aggrieved Employee (via a skip trace or other reasonable
6 method) and re-mail the Cover Letter and Individual PAGA Payments to any alternative or updated
7 address obtained by the Settlement Administrator.

8 **WHEREAS**, each Aggrieved Employee will be issued one check for his or her Individual
9 PAGA Payment which will expire one hundred and eighty (180) calendar days from the date the
10 checks are issued by the Settlement Administrator. After the 180 day-period, the Settlement
11 Administrator shall cancel all checks that have not been cashed or deposited and remit funds associated
12 with such canceled checks to the State Controller's Office, Unclaimed Property Division in the name
13 associated with each Aggrieved Employee whose Individual PAGA Payment checks are canceled.

14 Subject to the Court's approval and order based upon this Stipulation, the Parties shall
15 bear their own respective costs and attorneys' fees, except as otherwise provided in the PAGA
16 Settlement Agreement.

- 17 1. **NOW THEREFORE**, the Parties jointly request that the Court approve the PAGA
18 Settlement set forth in the PAGA Settlement Agreement and enter judgment
19 accordingly to its terms
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28

1 DATED: Oct 21, 2024

SIRMABEKIAN LAW FIRM PC

2
3
4 By:



5 SARKIS SIRMABEKIAN

6 Attorney for Plaintiff

7
8 LIGHTGABLER, LLP

9 DATED: October 21, 2024

10
11 By:



12 JAMIE N. STEIN
13 CHANCELLOR D. NOBLES
14 Attorneys for Defendants

EXHIBIT A

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made by and between Plaintiff, Yomaira Quintero ("Plaintiff"), and Defendants, Hangman Products, Inc. and James Milton Gallien (collectively, "Defendants"). The Agreement refers to Plaintiff and Defendants collectively as "Parties," or individually as "Party."

1 DEFINITIONS.

- 1.1. "Action" means Plaintiff's lawsuit alleging wage and hour violations against Defendants captioned *Yomaira Quintero v. Hangman Products, Inc.*, et al., Case No. 56-2022-00572415-CU-OE-VTA, initiated on November 17, 2022 in the Superior Court of the State of California, County of Ventura.
- 1.2. "Administrator" means ILYM Group, Inc., the neutral entity the Parties agreed to appoint to administer the Settlement.
- 1.3. "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with approval of this Settlement.
- 1.4. "Aggrieved Employee(s)" means all California past and present hourly-paid, non-exempt employees of Defendant employed at any time from November 17, 2021 to the date the Court approves this Agreement.
- 1.5. "Aggrieved Employee Data" means Aggrieved Employee identifying information in Defendant Hangman's possession including the Aggrieved Employee's name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.6. "Aggrieved Employee Address Search" means the Administrator's investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.
- 1.7. "Court" means the Superior Court of California, County of Ventura.
- 1.8. "Defense Counsel" means Jamie N. Stein and Chancellor D. Nobles of LightGabler LLP.
- 1.9. "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the Judgment is final. The Judgment is final as of the day the Court enters Judgment.

- 1.10. "Gross Settlement Amount" means Thirty Five Thousand One Hundred and Eighteen Dollars and Zero Cents (\$35,118.00) which is the total amount Defendants agree to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator's Expenses Payment.
- 1.11. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.12. "Judgment" means the judgment entered by the Court based upon the Final Approval.
- 1.13. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under 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: Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.
- 1.16. "PAGA Counsel" means Sarkis Sirmabekian of Sirmabekian Law Firm, PC, 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 November 17, 2021 to the date the Court approves this Agreement.
- 1.20. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.21. "PAGA Notice" means Plaintiff's November 17, 2022 letter to Defendant and the LWDA 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 the 75% to LWDA in settlement of PAGA claims.

- 1.23. "Plaintiff" means Yomaira Quintero, the named plaintiff in the Action.
- 1.24. "Approval Order" means the proposed Court Order Granting Approval of 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: Defendants, including Defendants' joint employers, owners, officers, directors, shareholders, agents, assigns, attorneys, insurers, agents, independent contractors, employees, predecessors, successors, parents, subsidiaries, affiliated entities, related entities, spouses, heirs, or other representatives of any kind, and related parties.
- 1.27. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.
- 1.28. "Defendants" means named Defendant Hangman Products, Inc. and Defendant James Milton Gallien.

2 RECITALS.

- 2.1 On November 17, 2022, Plaintiff commenced this Action by filing a Complaint alleging various wage-and-hour claims against Defendants. On January 25, 2023, Plaintiff filed a First Amended Complaint that alleges the following claims against Defendants: violation of Private Attorneys General Act ("PAGA"), failure to pay minimum wage, failure to compensate for all hours worked, failure to pay overtime compensation, failure to pay rest period compensation, failure to pay meal period compensation, failure to furnish accurate wage and hour statements, failure to pay wages upon discharge, statutory penalties, failure to indemnify and illegal deductions from wages and unfair compensation. The FAC is the operative complaint in the Action (the "Operative Complaint.") Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in in the Operative Complaint, and deny any and all liability for the causes of action alleged.
- 2.2 Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice dated November 17, 2022.
- 2.3 On July 22, 2024, the Parties participated in mediation presided over by Mark Lemke, which led to this Agreement to settle the Action.

- 2.4 Prior to mediation, Plaintiff obtained, through informal discovery, policy documents, sample time and pay records, and data points related to the Aggrieved Employees ("PAGA Data").
- 2.5 The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3 MONETARY TERMS.

- 3.1 Gross Settlement Amount. Defendants promise to pay \$35,118.00 and no more as the Gross Settlement Amount. Defendants have no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.
- 3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:
 - 3.2.1 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 1/3 of the Gross Settlement Amount which is currently estimated to be \$11,706.00 and PAGA Counsel Litigation Expenses Payment of not more than \$1,000. Defendants will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment, and Defendants agree to doing so via a Joint Stipulation. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2 To the Administrator: An Administrator Expenses Payment not to exceed \$2,650.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$2,650.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.3 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$35,118.00 less the PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Plaintiff's payment, and Administrator Expenses Payment as approved by the Court, are to be paid from the Gross Settlement Amount, with 75% allocated to the LWDA PAGA Payment and 25% allocated to the Individual PAGA Payments.

3.2.3.1 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.

3.2.3.2 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 1099 Forms.

4 SETTLEMENT FUNDING AND PAYMENTS.

4.1 Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendants estimate there are approximately 27 Aggrieved Employees who worked a total of approximately 2940 PAGA Pay Periods.

4.2 Aggrieved Employee Data. Within 15 days of when the Court signs the Approval Order, Defendant will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' 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.** Defendants shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 45 days after the Effective Date.
- 4.4 **Payments from the Gross Settlement Amount.** Within 14 days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the Plaintiff's Payment, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.
- 4.4.1 Prior to disbursement of any funds, the Administrator will provide a disbursement summary of the calculations for the Plaintiff's Payment, the LWDA PAGA Payment, the Administration Expenses Payment and the PAGA Counsel Expenses Payment for review and approval by PAGA Counsel and Defense Counsel.
- 4.4.2 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. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
- 4.4.3 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, requested by the Aggrieved Employee prior to the void date.
- 4.4.4 For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

4.4.5 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 Defendants fully fund the entire Gross Settlement Amount, Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

5.1 Plaintiff's Release. Subject to the terms of the separately and concurrently executed individual settlement agreement, Plaintiff and her respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the PAGA Period, including, but not limited to, all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint in the Action and the PAGA Notice, which includes the California Labor Code Private Attorneys General Act of 2004 (PAGA) claims based on Defendant's alleged failure to pay minimum and overtime wages, failure to provide meal periods, failure to authorize and permit rest periods, failure to maintain accurate records for hours worked and meal periods, failure to timely pay wages, failure to provide accurate wage statements, failure to indemnify for necessary business expenses, and all other claims and allegations made or which could have reasonably been made in the Action based on the facts and allegations pled in the operative Complaint and PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads: A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

- 5.2 Release by Aggrieved Employees: All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.
- 5.3 Release by PAGA Counsel: PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Fees incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

6 MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. The Parties agree to jointly prepare and file a stipulation, application, or motion for approval of this Settlement.

- 6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (iv) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiff and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.
- 6.2 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the stipulation, application, or motion for approval of this Settlement no later than 60 days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Preliminary Approval Order to the Administrator.
- 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will

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

7 SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected ILYM to serve as the Administrator and verified that, as a condition of appointment, ILYN agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 7.4 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8 AGGRIEVED EMPLOYEE SIZE ESTIMATES. Based on its records, Defendants estimate that, as of the date of this Settlement Agreement, (1) there are approximately 27 Aggrieved Employees who worked approximately 2,940 Pay Periods during the PAGA Period. If as of the date of Court Approval of the PAGA Settlement, the number of Pay Periods worked by the Aggrieved employees exceeds 2,940 by more than ten (10%) (i.e., 295 or more Pay Periods) then the amount of the Gross Settlement Amount shall correspondingly increase in proportion to the increased percentage. For example, if such increase in Pay Periods worked by Aggrieved Employees is 25% over 2,940 (3,675), then the PAGA Settlement Amount shall increase by 15% (to \$40,385.70). Alternatively, Defendant may choose to have the PAGA release period end on the date when the total workweek count reaches 3,234.

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

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

10 ADDITIONAL PROVISIONS.

- 10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).
- 10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document

necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

- 10.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 10.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 10.11 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 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 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 destructions, 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:

Sarkis Sirmabekian
Sirmabekian Law Firm, PC
2600 W Olive Avenue, Suite 549
Burbank, California 91505

To Defendants:

Jamie N. Stein
Chancellor D. Nobles
LightGabler LLP
760 Paseo Camarillo, Suite 300
Camarillo, CA 93010

- 10.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 10.17 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

ACCEPTANCE BY PLAINTIFF:

Date: 9/6/2024

Signed by:

F004564AEA00476...
By: _____
Yomaira Quintero, Plaintiff

Date: 9/5/2024

SIRMABEKIAN LAW FIRM, PC

DocuSigned by:

847C4C6AA160454...
By: _____
Sarkis Sirmabekian
Attorneys for Plaintiff

ACCEPTANCE BY DEFENDANTS:

HANGMAN PRODUCTS, INC.

Date: _____

By: _____
James Milton Gallien, on behalf of
Hangman Productions, Inc.

Date: _____

By: _____
_____, on behalf of
Hangman Productions, Inc.

LIGHTGABLER, LLP

Date: _____

By: _____
Jamie N. Stein
Chancellor D. Nobles
Attorneys for Defendants

Date: _____

By: _____
Yomaira Quintero, Plaintiff

SIRMABEKIAN LAW FIRM, PC

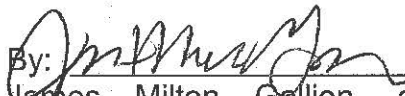
Date: _____

By: _____
Sarkis Sirmabekian
Attorneys for Plaintiff

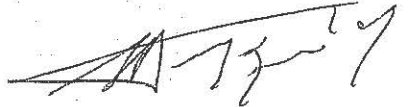
ACCEPTANCE BY DEFENDANTS:

HANGMAN PRODUCTS, INC.

Date: 9/13/2024

By: 
James Milton Gallien, on behalf of
Hangman Productions, Inc.

Date: 9/20/2024

By: 
Steve Alan Kumetz, on behalf of Hangman
Productions, Inc.

LIGHTGABLER, LLP

Date: 9/24/2024

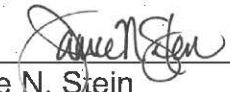
By: 
Jamie N. Stein
Chancellor D. Nobles
Attorneys for Defendants

EXHIBIT B



Thank you for your Proposed Settlement Submission

1 message

DIR PAGA Unit <no-reply@formassembly.com>

Wed, Oct 30, 2024 at 12:32 PM

To: contact@slawla.com

10/30/2024 12:32:17 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT C

Re: NOTICE OF SETTLEMENT

**YOMAIRA QUINTERO v. HANGMAN PRODUCTS, INC., et al.
Superior Court of California for the County of Ventura
Case Number: 56-2022-00572415-CU-OE-VTA**

Date: [REDACTED]

SIMID
Name
Address

Dear **Name:**

A settlement was reached between Plaintiff Yomaira Quintero (“Plaintiff”) and Defendants Hangman Products, Inc., and James Milton Gallien (“Defendants”) (collectively the “Parties”) in *Yomaira Quintero v. Hangman Products, Inc., et al.*, filed in the Superior Court of California for the County of Ventura, case number: 56-2022-00572415-CU-OE-VTA (the “Action”). On [REDACTED], the Superior Court of California for the County of Ventura issued an Order approving the Settlement, which was brought pursuant to the Private Attorneys General Act (“PAGA”). An action under PAGA is an enforcement action in which an aggrieved employee acts as a private attorney general to collect penalties from employers. In reaching this settlement, Defendants made no admission of liability and denied the truth of the allegations in the Action. However, to avoid additional expense, inconvenience, and interference with Defendants’ business operations, the Parties have concluded that it is in the best interests of the Parties to settle.

This settlement affects certain employees and former employees of Defendants. You are receiving this Notice of Settlement because you worked for Defendants at some point from November 17, 2021 through [REDACTED] (the date the Court approved the PAGA Settlement and entered a final order and/or Judgment) (“PAGA Period”). Pursuant to the Settlement, enclosed is a check for your share of a portion of the civil penalties. This check will remain valid for 180 days from the date of issuance. If you do not cash your check within 180 days of issuance, the funds will be deposited by the Settlement Administrator with the California State Controller to be deposited in the Unclaimed Property Fund in your name. If you are still employed by Defendants, your decision to cash the check will not affect your employment.

Payment of this settlement includes a release of any and all claims pursuant to the *California Labor Code § 2698*, which were alleged based on the facts in the operative Complaint or notice for the California Labor Workforce Development Agency (“LWDA”) on behalf of Plaintiff and all aggrieved employees during the PAGA Period. The release includes all claims, rights, demands, liabilities and causes of action that arose during the period from November 17, 2021 through [REDACTED], for civil penalties under the PAGA, based on the allegations pled by Plaintiff in the Action: (1) Violation of The Private Attorneys General Act of 2004 (“PAGA”); (2) Failure to Pay Minimum Wage; (3) Failure to Compensate for All Hours Worked (4) Failure to

Pay Overtime Compensation; (5) Failure To Pay Rest Period Compensation; (6) Failure To Pay Meal Period Compensation; (7) Failure To Furnish Accurate Wage and Hour Statements; (8) Failure to Pay Wages Upon Discharge; (9) Statutory Penalties; (10) Failure to Indemnify and Illegal Deductions From Wages; including any related claims for attorneys' fees, costs, penalties or interest resulting there from, during the PAGA Period). This release only waives, and is limited to, the aggrieved employees' rights to collect civil penalties under PAGA (2698 *et seq.*).

If you have any questions, you can contact ILYM Group, Inc., the Settlement Administrator, at 1. XXX.XXX.XXXX.

EXHIBIT D

Case Name: TBDv8224

Friday, August 2, 2024

Requesting Attorneys Name:
E-Mail:
ILYM Contact:
E-Mail:
Contact Number:

Angela Cooper
acooper@lightgablerlaw.com
Lisa Mullins
Lisa@ilymgroup.com
714.878.8836

Estimate For Administrative Solutions: PAGA

KEY ASSUMPTIONS	
Total Number of Aggreived Employees	27
Estimated Percentage of Remails	15%
Certified Spanish Translation	No
ILYM Group Static Website	No
NCOA	Yes
Case Duration (Years)	1

Summary Estimate: ILYM Group Fees & Expenses

Case Startup:	\$287.50
Distribution (Includes EIN, Bank Acct * /QSF Setup):	\$2,142.50
Case Conclusion:	\$220.00
Total ILYM Fees & Expenses:	\$2,650.00

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Case Name: TBDv8224

Friday, August 2, 2024

Requesting Attorneys Name: Angela Cooper

Activity	Rate Type	Unit Cost	Volume	Amount
CASE STARTUP				
Initial Setup - <i>Import and Formatting of Data*</i>	Hourly	\$150.00	1	\$150.00
Project Manager (Case notification and maintenance)	Hourly	\$120.00	1	\$120.00
NCOA	Flat Rate	\$10.00	1	Waived
Toll-Free Call Center	Flat Rate	\$17.50	1	\$17.50

**ILYM assumes that data will be in a standard format. Client will be notified immediately if not in standard format to correct data or ILYM can convert to standard format @ \$150.00 per hour.*

Subtotal \$287.50

DISTRIBUTION (Includes EIN, Bank Acct /QSF Setup)*				
Distribution Setup & Management	Hourly	\$150.00	1	\$150.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	1	\$125.00
Notice, Check, Stub & Release - (including 1099)	Per Check	\$1.50	27	\$40.50
USPS First Class 1oz Postage	Per Piece	\$0.60	27	\$16.20
Remails (Forward/Skip Trace Undeliverables)	Per Piece	\$2.00	5	\$10.80
Preparation of Taxes	Hourly	\$150.00	2	\$300.00
Annual Filing of Tax Return	Per Year	\$1,500.00	1	\$1,500.00

**Additional Bank fees may apply*

Subtotal \$2,142.50

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	\$100.00	1	\$100.00
Declaration	Hourly	\$120.00	1	\$120.00

Subtotal \$220.00

Total ILYM Fees & Expenses: \$2,650.00

Terms and Conditions

All services to be provided by ILYM Group, Inc. (hereinafter, "ILYM") to Client shall be subject to the following terms and conditions:

Services: Subject to the terms hereof, ILYM agrees to provide the Client with Administration Services (hereinafter, "services") as specified in the Proposal provided to Client to which these Terms and Conditions are attached. The estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make provision for any services or class members/size not delineated in the request for proposal or stipulations. Such services do not in any way constitute legal services or advice. ILYM is performing its services as an Independent Contractor and neither it nor its employees shall be deemed to be employees of the Client.

Mailing and Data Conversion: ILYM's database administration assumes the Client will provide complete data that includes all information required to send notifications and complete the administration process. Data must be provided in a complete, consistent, standardized electronic format. ILYM's standard format is Microsoft Excel, however, ILYM may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by ILYM on a time and materials basis, according to ILYM's Standard Rates.

Charges for Services: Charges to the Client for services shall be on a time and materials basis at our prevailing rates, as the same may change from time to time. Any fee estimates set forth in the proposal are estimates only, based on information provided by Client to ILYM. Actual fees charged by ILYM to Client may be greater or less than such estimate, and Client shall be responsible for the payment of all such charges and expenses in accordance with Section 5 hereof. Charges incurred related to resolving post distribution withholdings and related corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Client to the extent that funds are received from the taxing authorities offset these charges. ILYM may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

Indemnification: Client will indemnify and hold ILYM (and the officers, employees, affiliates and agents harmless against any Losses incurred by ILYM, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by ILYM in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by ILYM pursuant to Client's instructions.

Payment of Charges: ILYM reserves the right to request payment of postage charges and 50% of the final administration charges at the start of the case. ILYM bills are due upon receipt unless otherwise negotiated and agreed to with the Client. In the event settlement terms provide that ILYM is to be paid out of the Settlement Fund, ILYM will request that Counsel endeavor to make alternate payment arrangements for ILYM charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the Settlement Account is funded by, or no later than the time of disbursement. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement, do not affect the Client's liability to ILYM for payment of services. Services are not provided on a contingency fee basis.

Confidentiality: ILYM maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Client data provided to ILYM by Client in connection herewith. Should ILYM ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Client, ILYM will promptly notify the Client, unless prohibited by applicable law. The Client shall have the option to (1) provide legal representation at the Client's expense to avoid such access or (2) promptly reimburse ILYM for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If ILYM is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, ILYM will not be liable for breach of said obligation.

Data Rights: ILYM does not convey nor does the Client obtain any right in the programs, system data, or materials utilized or provided by ILYM in the ordinary course of business in the performance of this Agreement.

Document Retention: Unless directed otherwise in writing by Client, ILYM will destroy undeliverable mail on the effective date of the settlement or the date that the disposition of the case is no longer subject to appeal or review, whichever is later. ILYM will maintain claim forms and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later.

Limitation of damages: ILYM is not responsible to the Client for any special, consequential or incidental damages incurred by Client. Any liability of ILYM to the Client shall not exceed the total amount billed to the Client for the particular services that give rise to any loss.

Termination: The services to be provided under this Agreement may be terminated, at will by the Client upon at least 30 calendar days' prior written notice to ILYM. The Client's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. ILYM may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Client is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Client.

Notice: Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier service to the responsible officer or principal of ILYM or the Client, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.

Force Majeure: To the extent performance by ILYM of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond ILYM's reasonable control, then such performance shall be excused and this Agreement, at ILYM's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

Waiver of Rights: No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in a signed writing.

Jurisdiction: The parties hereto submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby waive any objection to the laying of venue of any such suit, action or proceeding in the Court.

Entire Agreement: These terms and conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.

PROOF OF SERVICE
(§ 1013a, 2015.5 C.C.P.)

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I am a citizen of the United States of America; I am over the age of eighteen years and not a party to the within entitled action; my business address is: 2600 W. Olive Ave., Suite 549, Burbank, California 91505.

On the below-indicated date, I served the following document:

**STIPULATION BY ALL PARTIES FOR ORDER APPROVING SETTLEMENT
PURSUANT TO CALIFORNIA LABOR CODE PRIVATE ATTORNEYS' GENERAL ACT
AND ENTERING JUDGMENT**

on the interested parties in said action by placing:

___X,___ a true and correct copy,

and addressed as set forth on the attached Service List and delivered by one or more of the means set forth below:

☒ **BY ELECTRONIC SERVICE IN LIEU OF SERVICE BY MAIL, EXPRESS MAIL, OVERNIGHT DELIVERY, OR FACSIMILE TRANSMISSION:** In accordance with California Code of Civil Procedure section 1010.6, I caused the document to be sent to the person(s) above at the e-mail address(es) listed below.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

EXECUTED: October 30, 2024
At Los Angeles, California

Grigor Gregg Sirmabekhian
Grigor Gregg Sirmabekhian

SERVICE LIST

LightGabler 760 Paseo Camarillo, Suite 300 Camarillo, California 93010 Email: jstein@lightgablerlaw.com Email: cnobles@lightgablerlaw.com Email: acooper@lightgablerlaw.com <i>Attorneys for Defendants</i>	Labor and Workforce Development Agency ("LWDA") Department of Industrial Relations Attn. PAGA Administrator 1515 Clay Street, Ste. 801 Oakland, California 94612 https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html
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