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Attorneys for Defendant

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

MICHAEL SCHOENFELD, individually, and
 on behalf of all others similarly situated,

Plaintiff,

v.

COOLSYS LIGHT COMMERCIAL
 SOLUTIONS, INC., a California corporation;
 and DOES 1 through 10, inclusive

Defendants.

Case No.: 37-2022-00051676-CU-OE-CTL

[Hon. Matthew Braner, Dept. C-60]

PAGA SETTLEMENT AGREEMENT

Complaint filed: December 27, 2022
 Trial date: Not set

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff MICHAEL SCHOENFELD (“Plaintiff”) and defendant COOLSYS LIGHT COMMERCIAL SOLUTIONS, LLC¹ (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendant captioned *Michael Schoenfeld v. CoolSys Light Commercial Solutions, Inc.* initiated on December 27, 2022 and pending in Superior Court of the State of California, County of San Diego.
- 1.2. “Administrator” means Phoenix Class Action Administration Solutions, the neutral entity the Parties have 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 the Settlement.
- 1.4. “Aggrieved Employee” means all persons employed by Defendant as hourly-paid or non-exempt employees in the State of California during the PAGA Period (defined as December 24, 2021 through the Effective Date of this Agreement).
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendant’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

¹ Defendant’s correct name is “CoolSys Light Commercial Solutions, LLC.” Defendant is a Delaware limited liability company—*i.e.*, not “CoolSys Light Commercial Solutions, Inc., a California corporation” as erroneously named in Plaintiff’s complaint.

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 San Diego.

1.8. “Defense Counsel” means Greenberg Traurig, LLP.

1.9. “Effective Date” means the date the Court enters an Order approving the PAGA settlement

1.10. “Gross Settlement Amount” means \$392,500.00 which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below. 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.

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 Order granting Approval of the Settlement.

1.13. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code § 2699(i).

1.14. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code § 2699(i).

1.15. “PAGA Counsel” means Moon Law Group, PC, the attorneys representing Plaintiff in the Action.

1.16. “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.

1.17. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.18. “PAGA Period” means the period from December 24, 2021 until and including the Effective Date of this Agreement.

- 1.19. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).
- 1.20. “PAGA Notice” means Plaintiff’s December 24, 2022 letter to Defendant and the LWDA providing notice pursuant to Labor Code § 2699.3(a).
- 1.21. “PAGA Penalties” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The total amount of PAGA Penalties will be paid to the LWDA as the LWDA PAGA Payment and Aggrieved Employees as Individual PAGA Payments..
- 1.22. “Plaintiff” means Michael Schoenfeld, the named plaintiff in the Action.
- 1.23. “Approval Order” means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.24. “Released PAGA Claims” means the claims being released as described in Paragraph 5 below.
- 1.25. “Released Parties” means Defendant, and any of its predecessors, successors, subsidiaries, parents, and affiliates as defined by Corporations Code § 150, and each of its supervisory/managerial employees, managing agents, managers, shareholders, directors, and/or officers.
- 1.26. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.27. “Defendant” means named Defendant CoolSys Light Commercial Solutions, LLC.

2. RECITALS.

- 2.1. On December 27, 2022, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendant for failure to pay minimum and regular rate wages, failure to pay overtime compensation, failure to provide meal periods, failure to authorize and provide rest breaks, failure to timely pay final wages at termination, failure to provide accurate itemized wage statements, and unfair business practices. On April 14, 2023, Plaintiff filed a First Amended Complaint alleging an additional cause of action against

Defendant for civil penalties under the Private Attorneys General Act (“PAGA”). The First Amended Complaint is the operative complaint in the Action (the “Operative Complaint.”) Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged.

2.2. Pursuant to Labor Code § 2699.3(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.

2.3. On July 8, 2024, the Parties participated in an all-day mediation presided over by Steven Rottman, Esq., which led to this Agreement to settle the Action.

2.4. Prior to mediation, Plaintiff obtained, through informal discovery, electronic time records, pay records, policy documents and data about the Aggrieved Employees.

3. **MONETARY TERMS.**

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay \$392,500.00 and no more as the Gross Settlement Amount. Defendant has 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 Defendant.

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 PAGA Approval:

3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of up to one-third of the Gross Settlement Amount which is currently estimated to be \$130,833.33 and a PAGA Counsel Litigation Expenses Payment of not more than \$18,000.00. Defendant will not oppose requests for these payments provided that it does 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. 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 PAGA Penalties. 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 Defendant harmless, and indemnifies Defendant, 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 \$15,000.00 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 \$15,000.00, the Administrator will retain the remainder as PAGA Penalties.

3.2.3. To the LWDA and Aggrieved Employees: PAGA Penalties 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. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms, to the extent required by law.

1 **4. SETTLEMENT FUNDING AND PAYMENTS.**

2 4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant
3 estimates there are approximately 350 Aggrieved Employees who worked a total 14,000
4 PAGA Pay Periods.

5 4.2. Aggrieved Employee Data. Within 14 days after this Agreement is fully executed,
6 Defendant will deliver the Aggrieved Employee Data to the Administrator in the form of a
7 Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the
8 Administrator must maintain the Aggrieved Employee Data in confidence, use the
9 Aggrieved Employee Data only for purposes of this Settlement and for no other purpose,
10 and restrict access to the Aggrieved Employee Data to Administrator employees who need
11 access to the Aggrieved Employee Data to effect and perform under this Agreement.
12 Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that
13 the Aggrieved Employee Data omitted employee identifying information and to provide
14 corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without
15 any extension of the deadline by which Defendant must send the Aggrieved Employee
16 Data to the Administrator, the Parties and their counsel will expeditiously use best efforts,
17 in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted
18 Aggrieved Employee Data.

19 4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement
20 Amount on the later of 10 months after July 19, 2024 (*i.e.*, May 19, 2025), or 14 days after
21 the Effective Date.

22 4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the
23 Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA
24 Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA
25 Counsel Fee Payment, and the PAGA Counsel Litigation Expenses Payment.
26 Disbursement of the PAGA Counsel Fee Payment and the PAGA Counsel Litigation
27 Expenses Payment shall not precede disbursement of Individual PAGA Payments.

28 4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send

1 them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The
2 face of each check shall prominently state the date (not less than 180 days after the
3 date of mailing) when the check will be voided. The Administrator will cancel all
4 checks not cashed by the void date. Before mailing any checks, the Settlement
5 Administrator must update the recipients' mailing addresses using the National
6 Change of Address Database.

7 4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all
8 Aggrieved Employees whose checks are returned undelivered without USPS
9 forwarding address. Within 7 days of receiving a returned check the Administrator
10 must re-mail checks to the USPS forwarding address provided or to an address
11 ascertained through the Aggrieved Employee Address Search. The Administrator
12 need not take further steps to deliver checks to Aggrieved Employees whose re-
13 mailed checks are returned as undelivered. The Administrator shall promptly send
14 a replacement check to any Aggrieved Employee whose original check was lost or
15 misplaced, requested by the Aggrieved Employee prior to the void date.

16 4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed
17 and cancelled after the void date, the funds will, pursuant to Unclaimed Property
18 laws, be directed to the California State Controller's Office in the name of the
19 Aggrieved Employee who did not cash the check.

20 4.4.4. The payment of Individual PAGA Payments shall not obligate Defendant to confer
21 any additional benefits or make any additional payments to the Aggrieved
22 Employees (such as 401(k) contributions or bonuses) beyond those specified in this
23 Agreement.

24
25 **5. RELEASES OF CLAIMS.**

26 Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiff and
27 PAGA Counsel will release claims against all Released Parties as follows:
28

5.1. Plaintiff's Release.

5.1.1. Scope of Plaintiff's Release for Purposes of This Agreement. Upon tender of the Gross Settlement Amount to the settlement administrator, the State of California, and anyone purporting to act on its behalf, including Plaintiff, will release all claims for civil penalties under PAGA, based on the facts and Labor Code sections alleged in Plaintiff's PAGA letter. The release will be as to the Released Parties. ("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. 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.

5.1.2. Plaintiff's Waiver of Rights Under California Civil Code § 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of Section 1542 of the California Civil Code, which reads:

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

5.2. Release of PAGA Claim: Upon tender of the Gross Settlement Amount to the settlement administrator, the State of California, and anyone purporting to act on its behalf, will release all claims for civil penalties under PAGA, based on the facts and Labor Code sections alleged in Plaintiff's PAGA letter. The release will be as to the Released Parties.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.

The Parties agree to jointly prepare and file an 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; 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 application or motion for approval of this Settlement no later than 45 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 Order granting approval 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 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 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 Phoenix Class Action Administration Solutions to serve as the Administrator and verified that, as a condition of appointment, Phoenix Class Action Administration Solutions 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 § 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 and ESCALATOR CLAUSE

Based on its records, Defendant estimates that, as of the date of this Settlement Agreement, there are approximately 350 Aggrieved Employees who worked 14,000 Pay Periods during the PAGA Period. If the number of actual pay periods during the PAGA period increases more than 10%, or 1,400 pay periods, Defendant will increase the Gross Settlement Amount by a pro-rata dollar value equal to the number of pay periods in excess of 15,400 pay periods. Alternatively, the Defendant at its sole discretion can elect to end the PAGA Period on the day when the pay periods total 15,400 without any additional payments.

1 **9. CONTINUING JURISDICTION AND WAIVER OF RIGHT TO APPEAL.**

2 9.1. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the
3 Court will retain jurisdiction over the Parties, Action, and the Settlement solely for
4 purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement
5 administration matters, and (iii) addressing such post-Judgment matters as are permitted by
6 law.

7 9.2. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
8 conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and
9 PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel waive
10 all rights to appeal from the Judgment, including all rights to post-judgment and appellate
11 proceedings, the right to file motions to vacate judgment, motions for new trial,
12 extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the
13 right to oppose such motions, writs or appeals. If another party appeals the Judgment, the
14 Parties' obligations to perform under this Agreement will be suspended until such time as
15 the appeal is finally resolved and the Judgment becomes final, except as to matters that do
16 not affect the amount of the amount of PAGA Penalties.

17
18 **10. ADDITIONAL PROVISIONS.**

19 10.1. No Admission of Liability or Representative Manageability for Other Purposes. This
20 Agreement represents a compromise and settlement of highly disputed claims. Nothing in
21 this Agreement is intended or should be construed as an admission by Defendant that any
22 of the allegations in the Operative Complaint have merit or that Defendant has any liability
23 for any claims asserted; nor should it be intended or construed as an admission by Plaintiff
24 that Defendant's defenses in the Action have merit. The Parties agree that representative
25 treatment is for purposes of this Settlement only. If, for any reason the Court does not
26 approve this Settlement, Defendant reserves all available defenses to the claims in the
27 Action, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement,
28 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:

Kane Moon
kmoon@moonlawgroup.com
H. Scott Leviant
hsleviant@moonlawgroup.com
Mariam Ghazaryan
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To Defendant:

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Priya E. Singh
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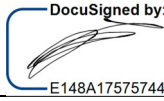
10.16. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement

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 Code of Civil Procedure § 583.330 to extend the date to bring a case to trial under Code of Civil Procedure § 583.310 for the entire period of this settlement process.

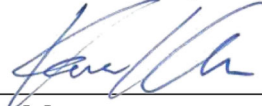
Plaintiff: 10/1/2024

Dated: October __, 2024

By:  E148A17575744CB...
Michael Schoenfeld

Plaintiff's Counsel:

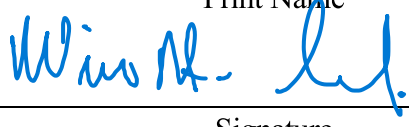
Dated: October 1, 2024

MOON LAW GROUP, PC
By: 
Kane Moon
H. Scott Leviant
Mariam Ghazaryan
Attorneys for Plaintiff

Defendant:

Dated: October 4, 2024

COOLSYS LIGHT COMMERCIAL SOLUTIONS, LLC.

By: William H. Schmidt, Jr.
Print Name

Signature
Executive Vice President, General Counsel, and Secretary
Title

Defendant's Counsel:

Dated: October 11, 2024

GREENBERG TRAURIG, LLP

By: 

Ellen Bronchetti

Priya Singh

Khushpreet Choumwer

Attorneys for Defendant