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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

ROSA O. SAGASTUME, an individual;

Plaintiff,

vs.

ANGELO HH COMPANY LLC, a California
Limited Liability Company; RICHARD
SHERMAN, an individual; and DOES 1 through
100, inclusive;

Defendants.

CASE NO.: 23STCV08360

Assigned to: *Honorable Jill Feeney, Dept. 78*

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

Complaint Filed: April 14, 2023

1 Plaintiff ROSA O. SAGASTUME (“Plaintiff”) and Defendants ANGELO HH COMPANY
2 LLC and RICHARD SHERMAN (“Defendants”) (collectively, “the Parties”), by and through their
3 respective counsel of record, hereby stipulate as follows:

4 **DEFINITIONS**

5 A. “Action” means the civil action titled *ROSA O. SAGASTUME vs. ANGELO HH*
6 *COMPANY LLC, et al.* (the “Action”), filed by Plaintiff on February 14, 2023, and pending in the Los
7 Angeles Superior Court, LASC Case No. 23STCV08360.

8 B. “Agreement” or “Settlement Agreement” means the arm’s-length settlement agreement
9 reached between the Parties as set forth in this Private Attorneys General Act Settlement Agreement
10 and Release, and the terms, conditions, and requirements set forth therein, including any attached
11 exhibits.

12 C. “Complaint” means the Complaint filed by Plaintiff in the Action, and all amendments
13 thereto.

14 D. “Court” means the Superior Court for the State of California, County of Los Angeles.

15 E. “Covered Period” means the period of time from January 18, 2022 through the date the
16 Judge signs the Joint Stipulation Approval Order.

17 F. “Defendants” means the Defendants in this Action: ANGELO HH COMPANY LLC,
18 a California Limited Liability Company, RICHARD SHERMAN, Manager of Angelo HH Company
19 LLC, an individual.

20 G. “Effective Date” means and refers to the date by which all of the following have
21 occurred: (1) the Court has signed and entered the Joint Stipulation Approval Order (as defined below),
22 and (2) the Defendants have fully funded the Settlement.

23 H. “Defense Counsel” means Gerald L. Sauer and Sonya D. Goodwin of SAUER &
24 WAGNER LLP.

25 I. “Individual Settlement” means the settlement of Plaintiff ROSA O. SAGASTUME’s
26 personal and individual claims against Defendants which are not included in the PAGA Released
27 Claims (defined below) between the Parties, and which were brought in the Action, and the settlement
28 agreement in connection thereto.

1 J. "Judgment" means the Order Granting Approval of Settlement and dismissing this
2 Action, with prejudice.

3 K. "LWDA" means the California Labor and Workforce Development Agency.

4 L. "LWDA Payment" means the portion of the payment from the Total Settlement
5 Amount (defined below) to be paid to the LWDA under the Settlement Agreement

6 M. "Net Settlement Amount" means the amount from the Total Settlement Amount that is
7 available for distribution as Settlement Shares to PAGA Settlement Group Members and as the LWDA
8 Payment after deduction for (i) the Plaintiff's Individual Payment, (ii) the Plaintiff's Counsel Fees and
9 Expenses Payment, and (iii) the Settlement Administrator's fees and expenses. If any Settlement
10 Share check is not timely cashed by a Settlement Group Member, that share will be sent to the
11 California State Controllers' Office Unclaimed Property Fund in the name of the Settlement Group
12 Member.

13 N. "PAGA" means the Private Attorneys General Act of 2004, California *Labor Code*
14 section 2698, *et seq.*

15 O. "PAGA Released Claims" means and refers to claims for civil penalties under the
16 PAGA, California *Labor Code* § 2698, *et seq.*, that are based upon or arise from the factual allegations
17 in the operative Complaint in the Action and/or Plaintiff's PAGA notice to the LWDA, arising during
18 the Covered Period, including, for the failure to properly pay all minimum wages, overtime wages,
19 provide lawful meal periods or compensation in lieu thereof, authorize or permit lawful rest breaks or
20 provide compensation in lieu thereof, provide accurate itemized wage statements, timely pay all wages
21 during employment and upon separation of employment, failure to reimburse business expenses,
22 misclassification of employees as independent contractors, and for violation of and/or based on
23 California *Labor Code* §§ 201, 202, 203, 204, 206, 216, 218.6, 221, 226, 226.3, 226.7, 226.8, 432.5,
24 450 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1197, 1198, 1199, and 2802 and all claims for
25 attorneys' fees and costs in connection therewith.

26 P. "PAGA Settlement Group Members" means, based upon Defendants' representation
27 to Plaintiff, the approximately 11 current and former aggrieved employees of Defendants in California
28 during the Covered Period.

1 Q. “Plaintiff” means the plaintiff in the Action, ROSA O. SAGASTUME.

2 R. “Plaintiff’s Counsel” means Sarkis Sirmabekian, Esq., of Sirmabekian Law Firm, PC.

3 S. “Released Parties” means Defendants, past, present, or future affiliates, related entities,
4 parents, subsidiaries, owners, members, partners, officers, directors, board members, managers,
5 supervisors, employees, co-employers, predecessors, successors, assigns, agents, shareholders,
6 investors, insurers, and legal representatives, and any and all other persons or entities who have at any
7 time acted with their authority or on their behalf (such related persons or entities are hereafter
8 collectively referred to as the “Defendant Affiliates”).

9 T. “Plaintiff’s Individual Payment” means the Plaintiff’s individual settlement amount to
10 compensate her for her individual claims and attorneys’ fees and costs.

11 U. “Settlement” means the Parties’ agreement, as detailed herein, to dispose of the Action
12 and all other claims, demands, rights, promises, covenants, actions, suits, causes of action, obligations,
13 debts, expenses, administration costs, damages, civil penalties fines, interest, injuries, compensation,
14 judgments, orders, and liabilities alleged in, arising from or related to the Action.

15 V. “Settlement Administrator” means Phoenix Administrators.

16 W. “Settlement Share” means the portion of the Net Settlement Amount allocable to each
17 PAGA Settlement Group Member as provided by the Agreement.

18 X. “Total Settlement Amount” means the total amount to be paid by Defendants as
19 provided in the Settlement Agreement. The Total Settlement Amount is Eighty-Five Thousand
20 Dollars and Zero Cents (\$85,000.00). The Total Settlement Amount will cover (i) all Settlement
21 Shares to PAGA Settlement Group Members, (ii) the LWDA Payment, (iii) the Plaintiff’s Individual
22 Payment, (iv) the Plaintiff’s Counsel Fees and Expenses Payment, and (v) the Settlement
23 Administrator’s fees and expenses.

24 **WHEREAS**, on or about January 18, 2023, Plaintiff, by and through Plaintiff’s counsel, sent
25 a notice to the LWDA and all Defendants (the “PAGA Notice”) alleging that Defendants engaged in
26 violations of the California *Labor Code* and California Wage Orders, seeking civil penalties pursuant
27 to the PAGA.

28 **WHEREAS**, attached as **Exhibit 1** is a true and correct copy of the Parties’ PAGA Settlement;

1 **WHEREAS**, on or about February 14, 2023, Plaintiff filed the Action alleging individual
2 employment claims under the California *Labor Code* and a representative claim under the PAGA.

3 **WHEREAS**, the Settlement was entered into on July 27, 2023 by and between Plaintiff, on
4 behalf of herself and the PAGA Settlement Group Member, on the one hand, and Defendants on the
5 other hand, to memorialize the essential terms of the settlement of Plaintiff's representative claims
6 asserted in the Action.

7 **WHEREAS**, on or about February 14, 2023, Plaintiff filed a Complaint, alleging the following
8 causes of action: (1) Violation of the PAGA; (2) Failure to Pay Minimum Wage; (3) Failure to
9 Compensate for All Hours Worked (4) Failure to Pay Overtime Compensation; (5) Failure To Pay
10 Rest Period Compensation; (6) Failure To Meal Period Compensation; (7) Failure to Furnish
11 Accurate Itemized Wage Statements; (8) Failure to Pay Wages Upon Discharge; (9) Statutory
12 Penalties; (10) Failure to Indemnify and Illegal Deductions From Wages; and (11) Unfair Competition.

13 **WHEREAS**, the Settlement Agreement represents a compromise and settlement of highly
14 disputed claims. Nothing in the Settlement Agreement is intended or will be construed as an admission
15 by Defendants that Plaintiff's claims in the Action have merit or that they have any liability to Plaintiff
16 or the PAGA Settlement Group Members on those claims, or as an admission by Plaintiff that
17 Defendants' defenses in the Action have merit.

18 **WHEREAS**, nothing in The Settlement Agreement nor the acts to be performed or judgments
19 to be entered pursuant to the terms of the Settlement shall be construed to be an admission by Plaintiff
20 that her claims do not have merit or by Defendants of any liability or wrongdoing as to Plaintiff, the
21 PAGA Settlement Group Member, or any other person. Defendants specifically disclaim any such
22 liability or wrongdoing. Defendants deny the allegations in the Action and specifically deny that any
23 of them have committed any misconduct, statutory or regulatory violation, wrongdoing, or any other
24 actionable conduct of any kind. The Parties have entered into this Settlement with the intention to
25 avoid further disputes and litigation with the attendant inconvenience, expenses, and risks. This
26 Settlement and any related court documents or orders are not and may not be cited or admitted as
27 evidence of liability.

28 ///

1 **WHEREAS**, based on their own independent investigations and evaluations, the Parties and
2 their respective counsel are of the opinion that the settlement of the PAGA Claims on the terms set
3 forth in the PAGA Settlement Agreement are fair, reasonable, and adequate and is in the best interests
4 of the Parties, the LWDA, and PAGA Settlement Group Members in light of all known facts and
5 circumstances and the risks inherent in litigation;

6 **WHEREAS**, there are a total of 11 PAGA Settlement Group Members (current and former),
7 who worked approximately 364 pay periods from January 19, 2022 until present.

8 **WHEREAS**, the PAGA Settlement Group Members shall receive their Settlement Share with
9 a notice in the form attached to **Exhibit 2** of this Stipulation.

10 **WHEREAS**, in consideration of the terms and conditions set forth in the Settlement
11 Agreement, the Parties agree to be bound to the terms and conditions set forth in the Settlement
12 Agreement, including that:

13 Within thirty (30) calendar days, after the Approval Date, the Company shall pay the
14 total sum of Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) (the “PAGA Settlement
15 Sum”) on account of disputed and alleged civil penalties as follows:

16 A. One-third (1/3) of the PAGA Settlement Sum, \$8,333.33, shall be paid to
17 Plaintiff’s counsel, Sirmabekian Law Firm PC, for attorneys’ fees and up to \$2,000.00 for
18 actual costs incurred on the PAGA claims, and a \$2,500.00 Claims Administrator fee to be
19 deducted in an amount to be determined. Plaintiff’s counsel will provide executed W9 Forms
20 from Plaintiff and Plaintiff’s counsel; and

21 B. The remaining balance after deducting the amount being paid to Settlement
22 Administrator and for Plaintiff’s counsel for attorneys’ fees and costs is \$12,166.67 (the “Net
23 Settlement Amount”), and shall be classified for tax purposes as civil penalties (“Civil Penalty
24 Allocation”) for the PAGA Settlement Group Members, unless otherwise required by law, and
25 shall be distributed as follows:

26 i. Seventy-Five Percent (75%) of the Civil Penalty Allocation, \$9,125.00,
27 shall be paid to the LWDA, which represents civil penalties payable to the LWDA
28 under the PAGA, *Labor Code* section 2698, *et seq.*; and

1 ii. Twenty-Five Percent (25%) of the Civil Penalty Allocation, \$3,041.67,
2 (the “Aggrieved Employee Amount”) shall be paid to the PAGA Settlement Group
3 Members, pursuant to *Labor Code* section 2699(i), divided amongst PAGA Settlement
4 Group Members based on each PAGA Settlement Group Member’s respective number
5 of pay periods worked for Defendants in California during the Covered Period.

6 Phoenix Settlement Administrators shall be the Settlement Administrators. Payments of the
7 Total Settlement Amount shall be deposited with the Claims Administrator within 45 days of the Court
8 signing and entering this Joint Stipulation and Order. Payments to PAGA Settlement Group Members,
9 the LWDA, Plaintiff, and Plaintiff’s Counsel shall be made by the Settlement Administrator within 15
10 days of the payment by Defendants. All checks to the PAGA Settlement Group Members will be sent
11 by the Settlement Administrator to each PAGA Settlement Group Member’s last known address on
12 file with Defendants and shall remain valid and negotiable for 180 days from the date of their issuance
13 to the PAGA Settlement Group Member. If any checks are returned as undeliverable, the Settlement
14 Administrator shall make reasonable efforts to obtain an updated address and reissue a check to that
15 PAGA Settlement Group Member. All funds not claimed within 180 days of the initial mailing shall
16 be directed to the State Controller’s Office under the Unclaimed Property Statutes in the name(s) of
17 the individual(s) who did not cash his or her check(s). Under no circumstances will Defendants pay
18 any more than the Settlement Amount. The entire Settlement Amount shall be paid on a 1099 basis.
19 Each PAGA Settlement Group Member shall be responsible for their own taxes, if any.

20 **WHEREAS**, Defendants shall separately pay \$60,000.00 (which will come out of the Total
21 Settlement Amount) for Plaintiff’s individual claims in exchange for Plaintiff’s: (i) complete and
22 general release and waiver of known and unknown claims under *Civil Code* section 1542, except as
23 may be prohibited by law, such as claims for workers’ compensation benefits. Payment shall be
24 deposited with the Claims Administrator within 30 days of the Court signing and entering this Joint
25 Stipulation and Approval.

26 **WHEREAS**, the Parties will cooperate in seeking approval of the Settlement from the Court.
27 Should the Court decline to approve the PAGA Settlement, the Settlement Agreement will be deemed
28 voidable by any Party to the Agreement, but the Parties agree to work in good faith to restructure the

1 allocation of the Settlement Amount in a manner acceptable to the Court and reasonable and acceptable
2 to the Parties.

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4 **WHEREAS**, based on their own independent investigations and evaluations, the Parties and
5 their respective counsel are of the opinion that the settlement for the consideration and on the terms
6 set forth in this Settlement is fair, reasonable, and adequate and is in the best interests of the Plaintiff,
7 the PAGA Settlement Group Members, the LWDA, and Defendants in light of all known facts and
8 circumstances and the risks inherent in litigation, including the potential appellate issues. Further,
9 Plaintiff's counsel believes that the settlement amount entered into is in the best interests of the PAGA
10 Settlement Group Members and that the settlement for each PAGA Settlement Group Member is fair,
11 reasonable, and adequate, given the inherent risk of litigation.

12 **WHEREAS**, the Parties agree that upon the Court's approval of the Settlement, Plaintiff will
13 file a dismissal with prejudice of any court action as to all parties and all causes of action, or
14 administrative proceeding, which is pending and the Parties shall bear their own costs and attorney
15 fees, if necessary.

16 **WHEREAS**, the Parties agree that after the Agreement is signed and delivered by all Parties
17 and their counsel, the Agreement and its exhibits will constitute the entire agreement between the
18 Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties,
19 covenants, or inducements have been made to any Party concerning this Agreement or its exhibits
20 other than the representations, warranties, covenants, and inducements expressly stated in the
21 Agreement and its exhibits. The Agreement, together with the Individual Settlement, constitutes the
22 entire agreement of the parties, and both the Agreement and the Individual Settlement are contingent
23 on the Court's approval of an Order entering this Agreement.

24 This Court shall retain jurisdiction to enforce the terms of the Settlement Agreement pursuant
25 to California *Code of Civil Procedure* Section 664.6, and the Parties agree to request that the Court
26 retain such jurisdiction over all Parties and PAGA Settlement Group Members, to the fullest extent to
27 enforce and effectuate the terms and intent of this Agreement, including after entry of Judgment, as a
28 part of the Court's Order Approving PAGA Settlement.

1 **WHEREAS**, the Parties and their respective counsel believe and warrant that this Agreement
2 reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement
3 through arms-length negotiations, taking into account all relevant factors, current and potential. The
4 Parties have made such investigation of the facts and the law pertaining to the matters described herein
5 and to this Agreement, as they deem necessary, and have not relied, and do not rely, on any statement,
6 promise, or representation of fact or law, made by any of the other parties, or any of their agents,
7 employees, attorneys, or representatives, with regard to any of their rights or asserted rights, or with
8 regard to the advisability of making and executing this Agreement, or with respect to any such matters
9 that would alter or change the terms of this Agreement. No representations, warranties, or inducements
10 have been made to any party concerning this Agreement other than those expressly set forth or referred
11 to herein.

12 All notices, demands, or other communications given under this Agreement will be in writing
13 and deemed to have been duly given as of the third calendar day after mailing by United States mail,
14 addressed as follows:

15 *To Plaintiff and the Settlement Group:*

16 Sarkis Sirmabekian
17 Sirmabekian Law Firm, PC
18 3435 Wilshire Blvd., Suite 1710
19 Los Angeles, CA 90010
20 Telephone: (818) 473-5003
21 Facsimile: (818) 476-5619
22 sarkis@slawla.com

23
24 *To Defendants:*

25 Sonya D. Goodwin
26 Sauer & Wagner LLP
27 1801 Century Park East., Suite 1150
28 Los Angeles, California, 90067

1 Telephone: (310) 712 8100

2 Facsimile: (310) 712-8108

3 Email: sgoodwin@swattys.com

4 WHEREAS, Plaintiff shall provide the Labor and Workforce Development Agency notice of
5 the Order approving the Settlement within 10 days of receipt of notice of such Order;

6 **NOW THEREFORE**, the Parties jointly request that the Court approve the Settlement set
7 forth in the Settlement Agreement.

8 DATED: September 21, 2023

SAUER & WAGNER LLP

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By:



SONYA D. GOODWIN

Attorneys for Defendants

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DATED: Sept. 28, 2023

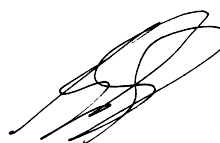
SIRMABEKIAN LAW FIRM PC

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By:



SARKIS SIRMABEKIAN

Attorney for Plaintiff

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EXHIBIT 1

PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT
AGREEMENT AND LIMITED RELEASE

This Private Attorneys General Act Settlement Agreement and Release (“Agreement”) is made by and between Rosa O. Sagastume (“Plaintiff”), on behalf of herself, on behalf of the PAGA Employees (as defined below), and as a proxy/agent for the California Labor Workforce Development Agency (“LWDA”), and Defendants Angelo HH Company LLC and Richard Sherman (collectively referred to herein as “Defendants”), to resolve the Action and Released Claims, subject to the terms and conditions hereof and the approval of the Court. Plaintiff and Defendants are collectively referred to herein as the “Parties” and each may be individually referred to as a “Party.”

I. REPRESENTATIONS AND DEFINITIONS

1. “Action” means and refers to the civil action filed in the Superior Court of the State of California for the County of Los Angeles, entitled *Rosa O. Sagastume v. Angelo HH Company LLC, et al.*, Case No. **23STCV08360**, filed on February 14, 2023.

2. “Agreement” or “Settlement” means the arm’s-length settlement agreement reached between the Parties as set forth in this Private Attorneys General Act Settlement Agreement and Release, and the terms, conditions and requirements set forth herein, including any attached exhibits.

3. “Counsel for Defendant” means and refers to Gerald L. Sauer and Sonya D. Goodwin of SAUER & WAGNER LLP.

4. “Court” means and refers to the Superior Court of California for the County of Los Angeles. Court shall also mean any other Court that acquires proper jurisdiction of this Action.

5. “Defendants” means and refers to Angelo HH Company LLC, a California Limited Liability Company, and Richard Sherman, Manager of Angelo HH Company LLC, collectively.

6. “Effective Date” means and refers to the date by which all of the following have occurred: (1) the Court has signed and entered the Joint Stipulation Approval Order (as defined below), and (2) the Defendants have fully funded the Settlement.

7. “LWDA” means and refers to the California Labor and Workforce Development Agency.

8. “Operative Complaint” means and refers to: the Complaint, filed on February 14, 2023, in the Action.

9. “PAGA” means and refers to the Private Attorneys General Act of 2004, codified at California *Labor Code* § 2698, *et seq.*

10. “PAGA Employees” or singularly “PAGA Employee” means and refers to Plaintiff and all current and former non-exempt employees who worked for Defendant Angelo HH Company LLC within the State of California during the PAGA Period.

11. “PAGA Period” means the time period from January 18, 2022 through the date the Judge signs the Joint Stipulation Approval Order.

12. “Parties” means and refers to, collectively, Plaintiff and Defendants, and “Party” means and refers to Parties individually.

13. “Pay Periods” means and refers to the total number of pay periods that each PAGA Employee worked as a non-exempt employee for Defendant Angelo HH Company LLC during the PAGA Period.

14. “Plaintiff” means and refers to Rosa O. Sagastume.

15. “Plaintiff’s Counsel” means and refers to Sarkis Sirmabekian and Gregg Sirmabekian of SIRMABEKIAN LAW FIRM.

16. “Released Claims” means and refers to claims for civil penalties under the PAGA, California *Labor Code* § 2698, *et seq.*, that are based upon or arise from the factual allegations in the operative Complaint in the Action and/or Plaintiff’s PAGA notice to the California Labor and Workforce Development Agency, arising during the PAGA Period, including, for the failure to properly pay all minimum wages, overtime wages, provide lawful meal periods or compensation in lieu thereof, authorize or permit lawful rest breaks or provide compensation in lieu thereof, provide accurate itemized wage statements, timely pay all wages during employment and upon separation of employment, failure to reimburse business expenses, misclassification of employees as independent contractors, and for violation of and/or based on California *Labor Code* §§ 201, 202, 203, 204, 206, 216, 218.6, 221, 226, 226.3, 226.7, 226.8, 432.5, 450 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1197, 1198, 1199, 2802 and all claims for attorneys’ fees and costs in connection therewith.

17. “Released Parties” means and refers to Defendants, past, present, or future affiliates, related entities, parents, subsidiaries, owners, members, partners, officers, directors, board members, managers, supervisors, employees, co-employers, predecessors, successors, assigns, agents, shareholders, investors, insurers, and legal representatives, and any and all other persons or entities who have at any time acted with their authority or on their behalf (such related persons or entities are hereafter collectively referred to as the "Defendant Affiliates").

18. “Settlement Administrator” means and refers to Phoenix Class Action Administration Solutions.

II. NATURE OF ACTION

1. Plaintiff was employed as a housekeeper by Defendant Angelo HH Company LLC from approximately December 4, 2017 until April 15, 2020, was rehired on June 29, 2020 and was terminated on November 15, 2022. Angelo HH Company LLC employs household staff for primary residences of an individual in New York and California. From January 18, 2022 until July 24, 2023, Angelo HH Company LLC employed a total of eleven (11) current and former employees.

2. On January 18, 2023, Plaintiff sent a letter to the LWDA and Defendants giving notice of her intent to pursue a representative action pursuant to the PAGA, on behalf of herself and the State of California, as well as on behalf of a proposed group of aggrieved employees. The letter is referred to as “Notice to the LWDA.”

3. On February 14, 2023, Plaintiff filed her Complaint as a PAGA and individual lawsuit, alleging that, Defendants failed to: pay minimum wages, properly pay overtime wages, provide lawful meal periods or compensation in lieu thereof, authorize or permit lawful rest breaks or provide compensation in lieu thereof, provide accurate itemized wage statements, timely pay all wages during employment and upon separation of employment as applied to non-exempt employees employed by Defendant Angelo HH Company LLC in California, and fail to reimburse for necessary business expenses.

4. The Parties agreed to attend early mediation and agreed to an informal exchange of documents and information in preparation of mediation.

5. On July 24, 2023, the Parties attended mediation with Mark Lemke. The matter settled at mediation on the condition of this Court’s approval of the PAGA settlement.

6. This Settlement relates solely to the PAGA claims on behalf of Plaintiff and the State of California with respect to Plaintiff and all PAGA Employees. Defendants deny any liability or wrongdoing of any kind associated with the claims alleged in the Action, deny liability for the Released Claims, and further deny that the Action is appropriate for representative treatment for any purpose other than settling this Action. Defendants contend, among other things, that they have complied at all times with the California *Labor Code* and the related Industrial Welfare Commission Wage Orders, all other state and federal wage laws, and further contend that all of Defendant Angelo HH Company LLC's respective employees were and are paid properly and that the Action is without merit. Defendants have denied and continue to deny each and every material factual allegation and all alleged claims asserted against them in the Action.

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

8. Based on their own independent investigations and evaluations, the Parties and their respective counsel are of the opinion that the settlement for the consideration and on the terms set forth in this Agreement is fair, reasonable, adequate, and is in the best interests of Plaintiff, PAGA Employees, the State of California, and Defendants in light of all known facts and circumstances and the risks inherent in litigation, including the potential appellate issues. Further, Plaintiff's Counsel believes that the settlement amount entered into is in the best interests of the PAGA Employees and the State of California, and fair, reasonable, and adequate given the inherent risk of litigation.

III. TERMS OF SETTLEMENT

1. In consideration of the mutual covenants, promises and representations set forth in this Agreement, Plaintiff, on behalf of herself, the State of California, and all PAGA Employees, and Defendants agree to settle and compromise the Action and the Released Claims.

2. The Gross Settlement Amount. As consideration for the settlement described herein and the release provided herein, Defendants agree to pay the all inclusive total amount of Eighty Five Thousand Dollars and zero cents (\$85,000.00) ("Gross Settlement Amount"). Defendants shall fund the Gross Settlement Amount as set forth herein. The Gross Settlement Amount will include payments as follows, which Plaintiff will seek approval of from the Court, in conformity with this Agreement:

- a. Payment to the Settlement Administrator in the amount of up to Two Thousand Five Hundred Dollars and zero cents (\$2,500.00) (“Settlement Administration Costs”);
- b. Payment of Plaintiff’s Individual Settlement;
- c. Payment of Attorneys’ Fees and Costs to Plaintiff’s Counsel, as set forth herein; and
- d. The PAGA Penalties to be paid to the LWDA and PAGA Employees, as set forth herein.

3. Plaintiff’s Individual Settlement. Plaintiff and Defendants will enter into a separate settlement of Plaintiff’s individual claims in the amount of \$60,000.00. The individual settlement will be contingent upon approval of the PAGA Settlement.

4. Allocation and Calculation of the PAGA Penalties. The amount available for distribution to the LWDA and PAGA Employees (“PAGA Penalties”) is the Gross Settlement Amount less the Court-approved Attorneys’ Fees and Costs to Plaintiff’s Counsel, Plaintiff’s Individual Settlement, and the Settlement Administration Costs to the Settlement Administrator. Seventy Five Percent (75%) of the PAGA Penalties will be paid to the LWDA (“LWDA Payment”), and Twenty Five Percent (25%) of the PAGA Penalties will be paid to the PAGA Employees (“Employee Amount”), as required by California *Labor Code* § 2699(i).

5. Allocation and Calculation of the Individual Settlement Payments. Each PAGA Employee will receive a *pro rata* portion of the Employee Amount, determined based on the pay periods that he or she worked for Defendant Angelo HH Company LLC in the State of California during the PAGA Period, to be calculated as follows: the Employee Amount will be divided by the total number of Pay Periods of all PAGA Employees to yield the “Per Pay Period Amount,” and then each PAGA Employee’s individual number of Pay Periods will be multiplied by the Per Pay Period Amount to yield his or her “Individual Settlement Payment.” Individual Settlement Payments shall be paid to PAGA Employees by way of a single check to each PAGA Employee (“Individual Settlement Check”).

6. Tax Treatment of Individual Settlement Payments to PAGA Employees. The Parties agree that Individual Settlement Payments sent to PAGA Employees will be characterized One Hundred Percent (100%) as penalties and Form 1099s will be issued. Nothing in this Agreement is intended to constitute legal advice regarding federal, state, and/or local tax obligations. Plaintiff and PAGA Employees shall be deemed to acknowledge that they have not

obtained any tax advice from Defendant, Counsel for Defendant, or Plaintiff's Counsel, and that neither Defendant, Counsel for Defendant, nor Plaintiff's Counsel have made any representation concerning the tax consequences, if any, of any payments made pursuant to this Agreement. To the extent that this Agreement or its attachment(s) are interpreted to contain or constitute advice regarding any U.S. or Federal tax issue, such advice is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding penalties under the Internal Revenue Code. Defendant's share of payroll taxes, if any, will be paid by Defendants separate from and in addition to the NSA.

7. Plaintiff's Counsel's Attorneys' Fees and Costs. As part of the request for approval of this Settlement, Plaintiff will request that the Court award the following to Plaintiff's Counsel: up to \$8,333.33 for attorneys' fees and up to \$2,000.00 for reimbursement of actual costs and expenses of litigating the Action (together, "Attorneys' Fees and Costs"). The Attorneys' Fees and Costs shall be paid from the Gross Settlement Amount, subject to approval by the Court. Should Plaintiff's Counsel request a lesser amount for attorneys' fees and costs and/or the Court approve a lesser amount, the difference shall be a part of the PAGA Penalties to be distributed to the LWDA and PAGA Employees as described above. Payment of Attorneys' Fees and Costs will be reflected in a Form 1099 to Plaintiff's Counsel who shall assume full responsibility and liability for the payment of taxes due on such payments. Plaintiff shall be responsible for her own attorneys' fees for her individual settlement per private agreement between her and her counsel.

8. No Effect on Employee Benefits. The payments made to Plaintiff and other PAGA Employees pursuant to this Agreement are not intended to count as earnings by Plaintiff or the PAGA Employees, and will not entitle Plaintiff or the PAGA Employees to any additional compensation and/or benefits under any retirement, benefit, bonus, incentive, pension, welfare, and/or any other plan of or sponsored by Defendant Angelo HH Company LLC. Defendant Angelo HH Company LLC shall not make as part of this Agreement, nor be required to make, any deductions, nor pay any monthly contributions for any insurance, retirement, bonuses, 403(b), or profit sharing plans related to monies paid as a result of this Agreement. The Individual Settlement Payments paid to PAGA Employees shall not have any effect on the eligibility for, or calculation of, any of the employee benefits (e.g. bonuses, vacation, holiday pay, retirement plans, etc.) of PAGA Employees. The Parties agree that any Individual Settlement Payments paid to PAGA Employees under the terms of this Agreement do not represent any modification of PAGA Employees' previously credited hours of service or other eligibility criteria under an employee benefit plan sponsored by Defendant Angelo HH Company LLC. Further, any Individual Settlement Payments are penalties and thus shall not be considered "compensation" in any year

for purposes of determining eligibility for, or benefit accrual within, and employee benefit plan or bonus plan sponsored by Defendant Angelo HH Company LLC.

IV. RELEASE OF CLAIMS

1. Release by Plaintiff, PAGA Employees and LWDA. Upon the Effective Date, Plaintiff and each PAGA Employee, shall fully release and forever discharge Released Parties from the Released Claims during the period from January 18, 2022, through the date the Court has signed and entered the Joint Stipulation Approval Order, and the State of California shall fully release and forever discharge Released Parties from the Released Claims as they pertain to Plaintiff and PAGA Employees from January 18, 2022, through the date the Court has signed and entered the Joint Stipulation Approval Order.

2. The PAGA Employees waive any rights provided by California *Civil Code* Section 1542 as to the Released Claims only, which states:

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.

3. It is understood and agreed that this Agreement neither releases the Released Parties from liability, if any, to PAGA Employees for violations of any predicate statutes other than PAGA, nor effects a waiver of claims by PAGA Employees against the Released Parties for the same.

V. DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL

1. Settlement Approval by Court. The Parties recognize that Court approval is required in the event of any settlement of a PAGA action, in accordance with California *Labor Code* § 2699(1)(2), and that a judgment with respect to the PAGA action is binding with respect to non-party aggrieved employees upon Court approval, pursuant to California *Labor Code* § 2699(1) and *Arias v. Superior Ct.* (2009) 46 Cal.4th 969. Parties further recognize that a settlement of a PAGA action is not subject to class action procedural rules, and that PAGA Employees do not have the right to opt-out of or otherwise exclude themselves from the Settlement, or object to the Settlement, and upon approval of the Settlement by the Court and funding of the Settlement, all

PAGA Employees will have released the Released Parties of and for the Released Claims and PAGA Employees will be entitled to receive payment, in conformity with the Settlement. In order to comply with the requirements of California *Labor Code* § 2699, promptly upon execution of this Agreement, Plaintiff's Counsel shall initially draft, and Defendants' Counsel shall revise as necessary, a joint stipulation to be filed with the Court requesting that the Court approve the Settlement, including and not limited to the PAGA Penalties, Attorneys' Fees and Costs, and Settlement Administration Costs, and apply to the Court for the entry of an order approving the Settlement and all of the requested payments and entering judgment ("Joint Stipulation Approval Order"). The joint stipulation shall advocate that the penalties are fair, adequate, and reasonable. Before the Parties apply to the Court for approval of the Settlement, Plaintiff's Counsel shall submit the Agreement to the LWDA in conformity with California *Labor Code* § 2699(1)(2).

2. Upon entry of the Joint Stipulation Approval Order by the Court, Plaintiff's Counsel shall submit the Joint Stipulation Approval Order to the LWDA in conformity with California *Labor Code* § 2699(1)(2).

VI. ADMINISTRATION OF THE SETTLEMENT

1. PAGA Employee List. Defendants shall compile a list containing the following information regarding each of the PAGA Employees: (1) full name; (2) last known mailing address; (4) Social Security number; and (5) the total number of pay periods worked during the PAGA Period ("PAGA Employee List"). The PAGA Employee List will be provided to the Settlement Administrator within ten (10) calendar days after the Court has signed and entered the Joint Stipulation Approval Order. This information shall be treated as and remain confidential and shall be used solely to manage the notice and payment process described herein, shall not be disclosed to anyone other than the Settlement Administrator, except to applicable taxing authorities, or pursuant to express written authorization of Defendants, the individual in question, or by order of the Court.

2. Funding of Settlement. Defendants shall fund the Gross Settlement Amount by way of electronic transfer to the account to be established by the Settlement Administrator for purposes of administration of the Settlement ("Settlement Administration Account") no later than forty-five (45) calendar days after the Court signs the Joint Stipulation Approval Order.

3. Payments to LWDA, Plaintiff's Counsel, Plaintiff, and Settlement Administrator. Within fifteen (15) calendar days after Defendants fund the Gross Settlement Amount, the Settlement Administrator shall pay the Court-approved LWDA Payment to the LWDA, Attorneys'

Fees and Costs to Plaintiff's Counsel, Plaintiff's Individual Settlement Payments, and Settlement Administration Costs to itself.

4. Employee Notices and Payments to PAGA Employees. Within fifteen (15) calendar days after Defendants fund the Gross Settlement Amount, the Settlement Administrator shall mail via U.S. First Class mail to each PAGA Employee his or her Individual Settlement Check at the last known address in the PAGA Employee List or a more updated address from the National Change of Address Database. A notice letter explaining why the check is being sent ("Employee Notice"), in a mutually-agreed upon form that has been approved by the Court, in substantially the form that is attached hereto as "Exhibit A," will be included in the mailing of each PAGA Employee's Individual Settlement Check. Together, an Individual Settlement Check that is mailed to a PAGA Employee with the Employee Notice is referred to as a "Payment Packet." Prior to mailing the Payment Packets, the Settlement Administrator shall check the addresses provided using the National Change of Address database. Should any of the Employee Notices be returned as undeliverable, the Settlement Administrator will have ten (10) calendar days after it receives the returned undeliverable mail to search for a more current address for the PAGA Employee (via a skip trace or other reasonable method) and to re-mail Employee Notices to the traced address.

5. Within twenty (20) calendar days of distributing the Gross Settlement Fund, the Settlement Administrator shall provide to Plaintiff's and Defendants' Counsel written confirmation verifying that it effected disbursement of the Gross Settlement Fund pursuant to the terms of this Agreement.

6. Expiration of Settlement Checks. All Individual Settlement Checks will expire one hundred and eighty (180) calendar days after the initial mailing of the original Payment Packets to the PAGA Employees, and thereafter, shall be cancelled. If any funds remain in the Settlement Administration Account as a result of cancelled Individual Settlement Checks, such funds shall be transmitted to the State Controller's Office Unclaimed Property Fund in the name of each PAGA Employee whose check is voided. All duties set forth herein shall be included in the Settlement Administration Costs and paid from the Gross Settlement Amount.

7. Disputes Relating to Settlement Administration. Any disputes concerning administration of the Settlement which cannot be resolved by the Parties shall be submitted to and resolved by the Court.

8. Settlement Administrator's Tax Reporting. The Settlement Administrator shall be responsible for providing the requisite Form 1099's as required by this Agreement, and the

completion of any other steps necessary for compliance with any tax obligations of the Settlement under federal, state, and/or local law, as applicable.

9. As soon as practicable after execution of this Agreement, Plaintiff's Counsel shall, with the assistance and cooperation of Defendants and their counsel, take all necessary steps to secure the approval of this Settlement from the Court. Irrespective of whether a PAGA Employee's Individual Settlement Check has been cashed, he or she will be deemed to be bound to this Settlement, the release provided herein, and the Court's Joint Stipulation Approval Order.

VII. ADDITIONAL TERMS

1. No Prior Assignments. The Parties hereto represent, covenant, and warrant that they have not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein released and discharged except as set forth herein.

2. No Admission. Nothing contained herein, nor is the consummation of this Settlement, to be construed or deemed an admission with respect to liability, culpability, negligence, or wrongdoing on the part of Defendants, Released Parties, Plaintiff, Plaintiff's Counsel, PAGA Employees, or the LWDA. Each of the Parties hereto has entered into this Agreement with the intention to avoid further disputes and litigation with the attendant inconvenience and expenses. Defendants deny that they have engaged in any unlawful activity, that they have failed to comply with the law in any respect, that they have any liability to anyone under the claims asserted in the Action. The Parties agree that this Agreement does not constitute an admission by Defendants or any of the Released Parties of any of the matters alleged in the Action or of any violation by any of them of any federal, state or local law, ordinance or regulation, or of any violation of any policy or procedure, or of any liability or wrongdoing whatsoever. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Neither this Agreement nor anything in this Agreement shall be construed to be or shall be admissible in any proceeding as evidence of liability or wrongdoing by Plaintiff, Defendants or any of the Released Parties.

3. Nullification. If the Court should fail to approve the Settlement as agreed upon by the Parties, the Parties shall coordinate efforts to address the Court's questions or concerns and work jointly to make reasonable efforts to remedy the Settlement in order to obtain the Court's approval. If the Parties cannot resolve the issues identified by the Court in denying approval, the

Parties shall be restored to their litigation positions and all funds returned to Defendants (if any have been paid). If, after the Parties make a second attempt to obtain approval of the material terms of the Settlement, unless the Parties specifically agree to continue with their coordinated efforts to obtain Court approval, the Court fails to approve the material terms of the settlement in the form agreed to by the Parties (except for the amount of Attorneys' Fees and Costs requested by Plaintiff's Counsel), or if the Court's approval of this Agreement is reversed, modified, or declared or rendered void, then: (a) this Agreement shall be considered null and void; (b) neither this Agreement nor any of the related negotiations or proceedings shall be of any force or effect; and (c) all Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement had been neither entered into nor filed with the Court. Invalidity of any material portion of this Agreement, except for the amount of the Attorneys' Fees and Costs, shall invalidate this Agreement in its entirety unless the Parties shall subsequently agree in writing that the remaining provisions shall remain in full force and effect. Material terms of this Agreement include: the definition of PAGA Employees; the definition of Effective Date; the definition of PAGA Period; the definition of Released Claims; the definition of Released Parties; the definition of Gross Settlement Funds; the requirement for entry of an order by the Court approving this Agreement and entering PAGA Judgment as contemplated in this Agreement. The following terms are not material to this Agreement: the allocation of the fees and costs to Plaintiff's counsel; the amount of the Settlement Administrative fee. However, if the Court requires changes to the material terms, the Parties will meet and confer in good faith and attempt to comply with the Court's requirements.

4. Attorneys' Fees, Costs And Expenses. Except as specifically set forth herein, each Party shall bear its/his/her own attorneys' fees, costs and expenses, taxable or otherwise, incurred by him/her/it/them arising out of the Action, and shall not seek reimbursement thereof from any other party to this Agreement, unless otherwise specifically stated.

5. Enforcement And Continuing Jurisdiction Of The Court. The Parties agree that upon approval by the Court, this Agreement shall be enforceable by the Court, and the Court shall retain exclusive and continuing equity jurisdiction pursuant to California *Code of Civil Procedure* § 664.6 of this action over all Parties and PAGA Employees to interpret and enforce the terms, conditions, and obligations set forth in this Agreement.

6. Severability. The Parties agree that if any immaterial provision of this Agreement is held to be invalid by a court of competent jurisdiction, that provision shall be deemed severed and deleted from this Agreement, and neither that provision nor its severance and deletion shall

affect the validity of the remaining provisions, and the remaining provisions shall be deemed enforceable.

7. Construction. The Parties hereto agree that the terms and conditions of this Agreement are the result of lengthy, intensive arm's-length negotiations between the Parties and that this Agreement constitutes the entire agreement between Plaintiff and Defendants regarding the settlement of the Released Claims and that this Agreement supersedes all prior agreements, written or oral, between or among the Parties regarding the resolution of the Released Claims.

8. Interpretation. Given that all Parties hereto had the opportunity to draft, review, and edit the language of this Agreement, no presumption for or against any Party arising out of drafting all or any part of this Agreement may be applied in any action relating to, connected to, or involving this Agreement. Accordingly, the Parties hereby waive the benefit of any legal principle or rule providing that, in cases of uncertainty, the language of a contract should be interpreted against the Party who caused the uncertainty to exist

9. Breach by Parties. In addition to any other rights the Parties have or may have under this Agreement, in the event of a breach by either party of any of the terms of this Agreement, the non-breaching Party shall be entitled, if it shall so elect, to institute legal proceedings to obtain damages for any such breach, or to enforce the specific performance of this Agreement by either party and to enjoin the other party from any further violation of this Agreement and to exercise such remedies cumulatively or in conjunction with all other rights and remedies provided by law. The Parties acknowledge, however, that the remedies at law for any breach by either party may be inadequate and that the non-breaching party shall be entitled to injunctive relief against the breaching party in the event of any breach. If the non-breaching party prevails in a proceeding for damages or injunctive relief, the breaching party agrees that the non-breaching party, in addition to other relief, shall be entitled to reasonable attorney fees, costs, and the expenses of litigation incurred by the non-breaching party in securing the relief granted by the Court.

10. Non-Evidentiary Use. Neither the existence of this Agreement, the terms of this Agreement, the negotiation and execution of this Agreement, all acts performed or documents executed pursuant to or in furtherance of this Agreement, nor the settlement of the Action shall be: (a) construed as, offered, or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Plaintiff, the LWDA, Defendants or any other of the Released Parties, including but not limited to, evidence of a presumption, concession, indication, or admission by any of the Released Parties of any liability, culpability, fault, wrongdoing, omission, concession, or damage, or of the truth of any of the factual allegations in the Operative Complaint in the Action; (b) disclosed, referred to, or offered in evidence against Plaintiff, the LWDA, or any of the Released

Parties in any further proceeding in the Action, or any other civil, criminal, or administrative action or proceeding in any court, administrative agency or other tribunal except for the purposes of effectuating the Settlement pursuant to this Agreement or for Defendants to attempt to establish that a PAGA Employee has resolved or been compensated for any claims made by that employee; and (c) deemed to be, nor used as, an admission or evidence of the appropriateness of these or similar claims for representative treatment, class certification or administration other than for purposes of administering this Settlement. Nothing herein shall constitute an admission by Defendants that the Action was properly brought as a representative action other than for settlement purposes.

11. Choice Of Law. The rights and obligations of the Parties under this Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of California. California law shall govern the interpretation of this Agreement even if a choice of law analysis under state or federal law would dictate that another forum's law be applied.

12. Cooperation. Each Party, on behalf of themselves, and their respective business entities, heirs, executors, and assigns, agrees that they will abide by this Agreement and will do all such acts, and prepare, execute, and deliver all such documents, as may be reasonably required to carry out the stated objectives of this Agreement.

13. Captions And Headings. Paragraph titles, captions, or headings contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or any provision hereof.

14. Modification. This Agreement may not be changed, altered, waived, or modified, except in writing and signed by counsel for the Parties hereto, and approved by the Court. This Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto.

15. Binding. This Agreement is binding upon, and shall inure to the benefit of, the Parties hereto and their respective agents, employees, representatives, officers, directors, parents, subsidiaries, assigns, heirs, executors, administrators, insurers, and successors in interest.

16. No Publication. The Parties will, and will cause all their respective current or past counsel to: (i) maintain in confidence and not publish or otherwise disclose to any third party the terms of this Agreement or any related information, except as necessary to obtain Court approval as contemplated by this Agreement; (ii) not publish the fact and/or terms of this Agreement or any related information on their website(s), for advertising purposes and/or in publication materials

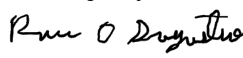
generally available to the public. Notwithstanding the foregoing, the Parties acknowledge and agree that this Agreement will be admissible and subject to disclosure in any proceeding to enforce its terms. Plaintiff's counsel may disclose publicly-available information about the case in declarations establishing their adequacy as counsel in other cases.

17. Electronic Signatures and Counterparts. This Agreement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all Parties. The counterparts may be executed and/or transmitted electronically or by facsimile.

IN WITNESS WHEREOF, the Parties knowingly and voluntarily executed this Private Attorneys General Act Settlement Agreement and Release as of the date set forth below.

PLAINTIFF ROSA O. SAGASTUME

DATED: 8/27/2023

DocuSigned by:

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DEFENDANT RICHARD SHERMAN

DATED: _____

DEFENDANT ANGELO HH COMPANY LLC

DATED: _____

By:
 On behalf of ANGELO HH COMPANY LLC

APPROVED AS TO FORM AND CONTENT:

DATED: 8/21/2023

SIRMABEKIAN LAW FIRM

By:

DocuSigned by:

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Sarkis Sirmabekian
 Attorneys for Plaintiff

its terms. Plaintiff's counsel may disclose publicly-available information about the case in declarations establishing their adequacy as counsel in other cases.

17. Electronic Signatures and Counterparts. This Agreement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all Parties. The counterparts may be executed and/or transmitted electronically or by facsimile.

IN WITNESS WHEREOF, the Parties knowingly and voluntarily executed this Private Attorneys General Act Settlement Agreement and Release as of the date set forth below.

PLAINTIFF ROSA O. SAGASTUME

DATED: _____

DEFENDANT RICHARD SHERMAN

DATED: 8-21-23

DEFENDANT ANGELO HH COMPANY LLC

DATED: 8-21-23

By:
On behalf of ANGELO HH COMPANY LLC

APPROVED AS TO FORM AND CONTENT:

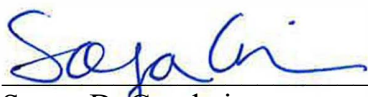
DATED: _____

SIRMABEKIAN LAW FIRM

By: _____
Sarkis Sirmabekian
Attorneys for Plaintiff

DATED: August 28, 2023

SAUER & WAGNER, LLP

By: 

Sonya D. Goodwin
Attorneys for Defendants

Exhibit A
Employee Notice

<<Mailing Date>>

To: <<First Name>><<Last Name>>
<<Address>>
<<City>> <<State>> <<Zip>>

Re: Individual Settlement Payment from *Rosa O. Sagastume v. Angelo HH Company LLC, et al.*, Los Angeles County Superior Court, Case No. 23STCV08360

Dear <<First Name>><<Last Name>>:

Please find enclosed a check in the amount of <<**amount of payment**>> (“Individual Settlement Check”). This check is your payment from the settlement of a lawsuit entitled *Rosa O. Sagastume v. Angelo HH Company LLC, et al.*, Case No. 23STCV08360 (“Action”), pending in the Superior Court of California for the County of Los Angeles (“Court”).

The lawsuit was filed by Rosa O. Sagastume (“Plaintiff”), a former employee of Angelo HH Company LLC (“Defendant Employer”), on behalf of the State of California with respect to themselves and other alleged aggrieved employees, to seek recovery of civil penalties pursuant to the California Private Attorneys General Act of 2004, California *Labor Code* § 2698, *et seq.* (“PAGA”). Plaintiff alleged that Defendant Employer and Richard Sherman (“Sherman”) violated the California Labor Code and Industrial Welfare Commission Wage Orders by failing to properly pay all wages, provide lawful meal periods or compensation in lieu thereof, authorize or permit lawful rest breaks or provide compensation in lieu thereof, provide accurate itemized wage statements, timely pay all wages during employment and upon separation of employment, reimburse all necessary business expenses, and misclassifying employee as independent contractors. Defendant Employer and Sherman deny these allegations and deny any wrongdoing of any kind associated with these allegations.

A settlement was reached between Plaintiff and Defendants, on behalf of Plaintiff, the State of California, and the following aggrieved employees: all current and former non-exempt employees who worked for Defendant Angelo HH Company LLC within the State of California between January 18, 2022 through _____ (“PAGA Employees”).

On <<Approval Date>>, the settlement was approved by the Court, with a portion to be paid to the State of California and a portion to be paid to the PAGA Employees. You are receiving a portion of the settlement (the enclosed Individual Settlement Check) because you have been identified as a PAGA Employee. Your Individual Settlement Check is based on the total number of pay periods that you worked as a PAGA Employee during the period between January 18, 2022 through _____ (“PAGA Period”). The Individual Settlement Check is considered to be 100% penalties, which will be reported on an IRS Form 1099. You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

By way of the settlement, you are deemed to fully release and forever discharge the Released Parties from the Released Claims. The “Released Parties” means Angelo HH Company LLC, Richard Sherman, their past, present, or future affiliates, related entities, parents, subsidiaries, owners, members, partners, officers, directors, board members, managers, supervisors, employees,

Exhibit A
Employee Notice

co-employers, predecessors, successors, assigns, agents, shareholders, investors, insurers, and legal representatives, and any and all other persons or entities who have at any time acted with their authority or on their behalf (such related persons or entities are hereafter collectively referred to as the "Defendant Affiliates"). The "Released Claims" means and refers to claims for civil penalties under the PAGA, California *Labor Code* § 2698, et seq., that are based upon or arise from the factual allegations in the operative Complaint in the Action and/or Plaintiff's PAGA notice to the California Labor and Workforce Development Agency, arising during the PAGA Period, including, for the failure to properly pay all minimum wages, overtime wages, provide lawful meal periods or compensation in lieu thereof, authorize or permit lawful rest breaks or provide compensation in lieu thereof, provide accurate itemized wage statements, timely pay all wages during employment and upon separation of employment, failure to reimburse business expenses, misclassification of employees as independent contractors, and for violation of and/or based on California *Labor Code* §§ 201, 202, 203, 204, 206, 216, 218.6, 221, 226, 226.3, 226.7, 226.8, 432.5, 450 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1197, 1198, 1199, 2802 and all claims for attorneys' fees and costs in connection therewith.

Your Individual Settlement Check is valid for 180 calendar days from the date of issuance, and if you do not cash, deposit, or otherwise negotiate the check within the 180-day timeframe, your Individual Settlement Check will be cancelled and the funds will be transmitted to the State Controller's Office Unclaimed Property Fund in the name of the PAGA Employee whose check is voided.

Do not call or write the Court or Office of the Clerk of the Court to ask questions about the settlement. If you have any questions concerning the settlement, you may contact the Settlement Administrator at <<INSERT CONTACT INFORMATION>>.

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EXHIBIT 2

Exhibit 1
Employee Notice

<<Mailing Date>>

To: <<First Name>><<Last Name>>
<<Address>>
<<City>> <<State>> <<Zip>>

Re: Individual Settlement Payment from *Rosa O. Sagastume v. Angelo HH Company LLC, et al.*, Los Angeles County Superior Court, Case No. 23STCV08360

Dear <<First Name>><<Last Name>>:

Please find enclosed a check in the amount of <<**amount of payment**>> (“Individual Settlement Check”). This check is your payment from the settlement of a lawsuit entitled *Rosa O. Sagastume v. Angelo HH Company LLC, et al.*, Case No. 23STCV08360 (“Action”), pending in the Superior Court of California for the County of Los Angeles (“Court”).

The lawsuit was filed by Rosa O. Sagastume (“Plaintiff”), a former employee of Angelo HH Company LLC (“Defendant Employer”), on behalf of the State of California with respect to themselves and other alleged aggrieved employees, to seek recovery of civil penalties pursuant to the California Private Attorneys General Act of 2004, California *Labor Code* § 2698, *et seq.* (“PAGA”). Plaintiff alleged that Defendant Employer and Richard Sherman (“Sherman”) violated the California *Labor Code* and Industrial Welfare Commission Wage Orders by failing to properly pay all wages, provide lawful meal periods or compensation in lieu thereof, authorize or permit lawful rest breaks or provide compensation in lieu thereof, provide accurate itemized wage statements, timely pay all wages during employment and upon separation of employment, reimburse all necessary business expenses, and misclassifying employee as independent contractors. Defendant Employer and Sherman deny these allegations and deny any wrongdoing of any kind associated with these allegations.

A settlement was reached between Plaintiff and Defendants, on behalf of Plaintiff, the State of California, and the following aggrieved employees: all current and former non-exempt employees who worked for Defendant Angelo HH Company LLC within the State of California between January 18, 2022 through _____ (“PAGA Employees”).

On <<Approval Date>>, the settlement was approved by the Court, with a portion to be paid to the State of California and a portion to be paid to the PAGA Employees. You are receiving a portion of the settlement (the enclosed Individual Settlement Check) because you have been identified as a PAGA Employee. Your Individual Settlement Check is based on the total number of pay periods that you worked as a PAGA Employee during the period between January 18, 2022 through _____ (“PAGA Period”). The Individual Settlement Check is considered to be 100% penalties, which will be reported on an IRS Form 1099. You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

By way of the settlement, you are deemed to fully release and forever discharge the Released Parties from the Released Claims. The “Released Parties” means Angelo HH Company LLC, Richard Sherman, their past, present, or future affiliates, related entities, parents, subsidiaries, owners, members, partners, officers, directors, board members, managers, supervisors, employees,

Exhibit 1
Employee Notice

co-employers, predecessors, successors, assigns, agents, shareholders, investors, insurers, and legal representatives, and any and all other persons or entities who have at any time acted with their authority or on their behalf (such related persons or entities are hereafter collectively referred to as the “Defendant Affiliates”). The “Released Claims” means and refers to claims for civil penalties under the PAGA, California *Labor Code* § 2698, *et seq.*, that are based upon or arise from the factual allegations in the operative Complaint in the Action and/or Plaintiff’s PAGA notice to the California Labor and Workforce Development Agency, arising during the PAGA Period, including, for the failure to properly pay all minimum wages, overtime wages, provide lawful meal periods or compensation in lieu thereof, authorize or permit lawful rest breaks or provide compensation in lieu thereof, provide accurate itemized wage statements, timely pay all wages during employment and upon separation of employment, failure to reimburse business expenses, misclassification of employees as independent contractors, and for violation of and/or based on California *Labor Code* §§ 201, 202, 203, 204, 206, 216, 218.6, 221, 226, 226.3, 226.7, 226.8, 432.5, 450 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1197, 1198, 1199, and 2802 and all claims for attorneys’ fees and costs in connection therewith. This release only waives, and is limited to, the aggrieved employee’s rights to collect civil penalties under PAGA (§ 2698, *et seq.*).

Your Individual Settlement Check is valid for 180 calendar days from the date of issuance, and if you do not cash, deposit, or otherwise negotiate the check within the 180-day timeframe, your Individual Settlement Check will be cancelled and the funds will be transmitted to the State Controller’s Office Unclaimed Property Fund in the name of the PAGA Employee whose check is voided.

Do not call or write the Court or Office of the Clerk of the Court to ask questions about the settlement. If you have any questions concerning the settlement, you may contact the Settlement Administrator at <<INSERT CONTACT INFORMATION>>.

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: 3435 Wilshire Boulevard, Suite 1710, Los Angeles, California 90010.

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

STIPULATION BY ALL PARTIES FOR ORDER APPROVING SETTLEMENT PURSUANT TO CALIFORNIA LABOR CODE PRIVATE ATTORENYS 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) below 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: <u>September 28, 2023</u> At Los Angeles, California	<u>Grigor Gregg Sirmabekhian</u> Grigor Gregg Sirmabekhian
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[SERVICE LIST ON THE FOLLOWING PAGE]

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SERVICE LIST

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Labor and Workforce Development Agency
("LWDA")

Department of Industrial Relations
Attn. PAGA Administrator
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Oakland, California 94612

Labor and Workforce Development Agency: filed/served online at:
<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>