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Attorneys for Plaintiff, ANTONIA RAMIREZ and  
on behalf of herself and all others similarly situated

*(Additional counsel on the next page)*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF SANTA BARBARA**

ANTONIA RAMIREZ, as an aggrieved  
employee, and on behalf of all other  
aggrieved employees under the Labor Code  
Private Attorneys' General Act of 2004

Plaintiff,

v.

ISL EMPLOYEES, INC., a California  
corporation; ADP TOTALSOURCE I, INC.,  
a Florida corporation; and DOES 1 through  
100, inclusive,

Defendants.

CASE NO.: 23CV02949

[Assigned to the Hon. Donna D. Geck in  
Dept. 4]

**PAGA SETTLEMENT AGREEMENT**

Action Filed: July 10, 2023

Trial Date: None set

1 **PETTIT KOHN INGRASSIA LUTZ & DOLIN PC**

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11 Attorneys for Defendant, ISL EMPLOYEES, INC.

1 This PAGA Settlement Agreement (“Settlement,” “Agreement” or “Settlement  
2 Agreement”) is made by and between plaintiff Antonia Ramirez (“Plaintiff”) and defendant ISL  
3 Employees, Inc. (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as  
4 “Parties,” or individually as “Party.”

5 **1. DEFINITIONS**

6 **1.1. “Action”** means Plaintiff’s PAGA lawsuit alleging wage and hour violations  
7 against Defendant captioned *Antonia Ramirez v. ISL Employees et al.*, Case No. 23CV02949,  
8 initiated on July 10, 2023, in pending in the Superior Court of the State of California, County of  
9 Santa Barbara.

10 **1.2. “Administrator”** means ILYM Group, Inc. the neutral entity the Parties have  
11 agreed to appoint to administer the Settlement.

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

16 **1.4. “Aggrieved Employee”** means all current and former non-exempt, hourly-paid  
17 employees employed by Defendant in California during the PAGA Period.

18 **1.5. “Aggrieved Employee Data”** means Aggrieved Employee identifying  
19 information in Defendant’s possession including the Aggrieved Employee’s name, last-known  
20 mailing address, Social Security number, number of PAGA Pay Periods, and hire dates,  
21 termination dates (as applicable) and re-hire dates (as applicable).

22 **1.6. “Aggrieved Employee Address Search”** means the Administrator’s  
23 investigation and search for current Aggrieved Employees’ mailing addresses using all  
24 reasonably available sources, methods and means, including, but not limited to, the National  
25

1 Change of Address database, skip traces and direct contact by the Administrator with Aggrieved  
2 Employees.

3 **1.7. “Court”** means the Superior Court of California, County of Santa Barbara.

4 **1.8. “Defendant”** means the named defendant ISL Employees, Inc.

5 **1.9. “Defense Counsel”** means Thomas S. Ingrassia and Haley A. Murphy of Pettit  
6 Kohn Ingrassia Lutz & Dolin PC.

7 **1.10. “Effective Date”** means the date by when both of the following have occurred:

8 (a) the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the  
9 Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) the day  
10 the Court enters Judgment.

11 **1.11. “Gross Settlement Amount”** means Five Hundred and Five Thousand Dollars  
12 (\$505,000.00), which is the total amount Defendant agrees to pay under the settlement except as  
13 provided in Paragraph 8.1 below. The Gross Settlement Amount will be used to pay Individual  
14 PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel  
15 Litigation Expenses Payment, and the Administrator’s Expenses Payment.

16 **1.12. “Individual PAGA Payment”** means the Aggrieved Employee’s pro rata share  
17 of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved  
18 Employee worked during the PAGA Period.

19 **1.13. “Judgment”** means the judgment entered by the Court approving the PAGA  
20 Settlement following Final Approval.

21 **1.14. “LWDA”** means the California Labor and Workforce Development Agency, the  
22 agency entitled, under Labor Code section 2699, subd. (i).

23 **1.15. “LWDA PAGA Payment”** means the 75% of the PAGA Penalties paid to the  
24 LWDA under Labor Code section 2699, subd. (i).

1           **1.16. “Net Settlement Fund”** means the amount remaining of the Gross Settlement  
2 Sum after attorneys’ fees, litigation costs, and administration costs have been deducted. The  
3 allocation or formula to be used to determine individual settlement payment to the Aggrieved  
4 Employees shall be based on the number of pay periods worked during the PAGA Period.

5           **1.17. “PAGA Counsel”** means, David D. Bibiyan and Vedang J. Patel of Bibiyan Law  
6 Group, P.C. The term “PAGA Counsel” shall be used synonymously with the term “Plaintiff’s  
7 Counsel.”

8           **1.18. “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses**  
9 **Payment”** mean the amounts allocated to PAGA Counsel for reimbursement of reasonable  
10 attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

11           **1.19. “PAGA Pay Period” or “Pay Period”** means any Pay Period during which an  
12 Aggrieved Employee worked for Defendant during the PAGA Period, based on hire dates,  
13 termination dates (if applicable) and re-hire dates (if applicable).

14           **1.20. “PAGA Period”** means the period from May 6, 2022 through February 1, 2023.

15           **1.21. “PAGA”** means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).

16           **1.22. “PAGA Notice”** means Plaintiff’s letter to Defendant and the LWDA providing  
17 notice pursuant to Labor Code section 2699.3, subd. (a).

18           **1.23. “PAGA Penalties”** means the total amount of PAGA civil penalties to be paid  
19 from the Net Settlement Amount, allocated 25% to the Aggrieved Employees and 75% to LWDA  
20 in settlement of PAGA claims.

21           **1.24. “Plaintiff”** means Antonia Ramirez, the named plaintiff in the Action.

22           **1.25. “Approval Order”** means the Court Order Granting Approval of PAGA  
23 Settlement.

24           **1.26. “Released PAGA Claims”** means the claims being released by the Plaintiff and  
25 PAGA Counsel and as described in Paragraph (5) below.

1           **1.27. “Released Parties”** means Defendant and each of its former and present  
2 directors, officers, shareholders, owners, financiers, investors, attorneys, insurers, predecessors,  
3 successors, assigns, subsidiaries, and affiliates, joint venturers, co-employers, and alleged  
4 affiliates, joint ventures, and co-employers, including non-employer The Oak Cottage of Santa  
5 Barbara and ADP TotalSource Inc.

6           **1.28. “Settlement”** means the disposition of the Action effected by this Agreement and  
7 the Judgment.

8                           **2.     RECITALS**

9           **2.1.**     On February 15, 2023, Plaintiff filed a class action complaint in Santa Barbara  
10 County Superior Court alleging: failure to pay overtime and minimum wages; failure to provide  
11 meal breaks, rest breaks, or compensation in lieu thereof; waiting time penalties; wage statement  
12 violations; failure to timely pay wages; failure to indemnify work expenses; violation of labor  
13 code section 227.3; and unfair competition (“Class Action”).

14           **2.2.**     On February 15, 2023, Plaintiff submitted to the LWDA and served on Defendant  
15 a notice under Labor Code section 2699.3 stating Plaintiff intended to serve as a proxy of the  
16 LWDA to recover civil penalties on behalf of Aggrieved Employees for various Labor Code  
17 violations (“PAGA Notice”).

18           **2.3.**     On July 10, 2023, after sixty-five (65) days had passed without any action by the  
19 LWDA with respect to the alleged Labor Code violations, Plaintiff filed a representative action  
20 under PAGA against Defendant for the Labor Code violations set out in the PAGA Notice  
21 (“PAGA Action”).

22           **2.4.**     On August 4, 2023, Defendant filed a motion to Compel Arbitration in the Class  
23 Action (“MTCA”).  
24  
25

1           **2.5.**    On August 30, 2023, the Court granted Defendant's MTCA, dismissed all of  
2 Plaintiff's Class Action claims without prejudice, and compelled Plaintiff's individual wage-and-  
3 hour claims to arbitration.

4           **2.6.**    On January 7, 2025, the parties participated in an all-day mediation presided over  
5 by Tagore Subramaniam, Esq., which led to this Agreement to settle the Action.

6           **2.7.**    Prior to mediation, Plaintiff obtained, through informal discovery: (1) a sampling  
7 of time and pay data; (2) employee handbooks; (3) Defendant's Expense Reimbursement Policy;  
8 and (4) Plaintiff's personnel file, pay statements and timecards. Based on these records and  
9 analysis conducted with the aid of expert data consultants, Plaintiff's counsel was able to  
10 extrapolate pertinent data for Aggrieved Employees during the PAGA Period.

11           **2.8.**    The Parties, PAGA Counsel and Defense Counsel represent that they are not  
12 aware of any other pending matter or action asserting claims that will be extinguished or affected  
13 by the Settlement.

14                   **3.     MONETARY TERMS**

15           **3.1.    Gross Settlement Amount.** Except as otherwise provided by Paragraph 8.1  
16 below, Defendant promises to pay Five Hundred and Five Thousand Dollars (\$505,000.00) and  
17 no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross  
18 Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The  
19 Administrator will disburse the entire Gross Settlement Amount without asking or requiring  
20 Aggrieved Employees to submit any claim as a condition of payment. None of the Gross  
21 Settlement Amount will revert to Defendant.

22           **3.2.    Payments from the Gross Settlement Amount.** The Administrator will make  
23 and deduct the following payments from the Gross Settlement Amount, in the amounts specified  
24 by the Court in the Final Approval:  
25

1           **3.2.1 To PAGA Counsel:** A PAGA Counsel Fees Payment of not more than one-third  
2           (1/3) of the Gross Settlement Amount which is currently estimated to be  
3           \$168,333.33 and PAGA Counsel Litigation Expenses Payment of not more than  
4           \$30,000.00. Defendant will not oppose requests for Court approval of these  
5           payments provided that they do not exceed these amounts unless, in the event of  
6           a material breach of this Agreement by Defendant, Plaintiff is required to move  
7           the Court for enforcement of this Agreement. Plaintiff and/or PAGA Counsel will  
8           file an application or motion for PAGA Counsel Fees Payment and PAGA  
9           Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees  
10          Payment and/or a PAGA Counsel Litigation Expenses Payment less than the  
11          amounts requested, the Administrator will allocate the remainder to the Net  
12          Settlement Amount. Released Parties shall have no liability to PAGA Counsel or  
13          any other Plaintiff's Counsel arising from any claim to any portion any PAGA  
14          Counsel Fees Payment and/or PAGA Counsel Litigation Expenses Payment. The  
15          Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel  
16          Litigation Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel  
17          assumes full responsibility and liability for taxes owed on the PAGA Counsel  
18          Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds  
19          Defendant harmless, and indemnifies Defendant, from any dispute or controversy  
20          regarding any division or sharing of any of these Payments.

21          **3.2.2 To the Administrator:** An Administrator Expenses Payment not to  
22          exceed \$10,850.00 except for a showing of good cause and as approved by  
23          the Court. To the extent the Administration Expenses are less or the Court  
24          approves payment less than \$10,850.00, the Administrator will retain the  
25          remainder in the Net Settlement Amount.

1                   **3.2.3 To the LWDA and Aggrieved Employees:** PAGA Penalties in the  
2                   amount of approximately \$295,816.67 to be paid from the Gross  
3                   Settlement Amount, with 75% (\$221,862.50) allocated to the LWDA  
4                   PAGA Payment and 25% (\$73,954.17) allocated to the Individual PAGA  
5                   Payments.

6                   **3.2.3.1** The Administrator will calculate each Individual PAGA Payment  
7                   by (a) dividing the amount of the Aggrieved Employees' 25% share  
8                   of PAGA Penalties (\$73,954.17) by the total number of PAGA  
9                   Period Pay Periods worked by all Aggrieved Employees during the  
10                  PAGA Period and (b) multiplying the result by each Aggrieved  
11                  Employee's PAGA Period Pay Periods. Aggrieved Employees  
12                  assume full responsibility and liability for any taxes owed on their  
13                  Individual PAGA Payment.

14                  **3.2.3.2** If the Court approves PAGA Penalties of less than the amount  
15                  requested, the Administrator will allocate the remainder to the Net  
16                  Settlement Amount. The Administrator will report the Individual  
17                  PAGA Payments on IRS 1099 Forms.

#### 18                   **4.       SETTLEMENT FUNDING PAYMENTS**

19                  **4.1.    Aggrieved Employee Pay Periods.** Based on a review of its records to date,  
20                  Defendant estimates there are 2,068 Aggrieved Employees who worked a total of 24,313 Pay  
21                  Periods during the PAGA Period.

22                  **4.2.    Aggrieved Employee Data.** Within 14 days after the Effective Date, Defendant  
23                  will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel  
24                  spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain  
25                  the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for

1 purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved  
2 Employee Data to Administrator employees who need access to the Aggrieved Employee Data  
3 to effect and perform under this Agreement. Defendant has a continuing duty to immediately  
4 notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee  
5 identifying information and to provide corrected or updated Aggrieved Employee Data as soon  
6 as reasonably feasible. Without any extension of the deadline by which Defendant must send the  
7 Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously  
8 use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or  
9 omitted Aggrieved Employee Data.

10 **4.3. Funding of Gross Settlement Amount.** Defendant shall fully fund the Gross  
11 Settlement Amount by transmitting the funds to the Administrator no later than 10 days after the  
12 Effective Date.

13 **4.4. Payments from the Gross Settlement Amount.** Within 7 days after Defendant  
14 funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA  
15 Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA  
16 Counsel Litigation Expenses Payment, and the PAGA Counsel Fees Payment. Disbursement of  
17 the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual  
18 PAGA Payments.

19 **4.4.1.** The Administrator will issue checks for the Individual PAGA Payments  
20 and send them to the Aggrieved Employees via First Class U.S. Mail,  
21 postage prepaid. The face of each check shall prominently state the date  
22 (not less than 180 days after the date of mailing) when the check will be  
23 voided. The Administrator will cancel all checks not cashed by the void  
24 date. Before mailing any checks, the Settlement Administrator must update  
25

1 the recipients' mailing addresses using the National Change of Address  
2 Database.

3 **4.4.2.** The Administrator must conduct an Aggrieved Employee Address Search  
4 for all Aggrieved Employees whose checks are returned undelivered  
5 without USPS forwarding address. Within 3 days of receiving a returned  
6 check, the Administrator must re-mail checks to the USPS forwarding  
7 address provided or to an address ascertained through the Aggrieved  
8 Employee Address Search. The Administrator need not take further steps  
9 to deliver checks to Aggrieved Employees whose re-mailed checks are  
10 returned as undelivered. The Administrator shall promptly send a  
11 replacement check to any Aggrieved Employee whose original check was  
12 lost or misplaced, requested by the Aggrieved Employee prior to the void  
13 date.

14 **4.4.3.** For any Aggrieved Employee whose Individual PAGA Payment check is  
15 uncashed and cancelled after the void date, the Administrator shall  
16 transmit the funds represented by such checks to the California Controller's  
17 Unclaimed Property Fund in the name of the Aggrieved Employee.

18 **4.4.4.** The payment of Individual PAGA Payments shall not obligate Defendant  
19 to confer any additional benefits or make any additional payments to the  
20 Aggrieved Employees (such as 401(k) contributions or bonuses) beyond  
21 those specified in this Agreement.

22 **5. RELEASES OF CLAIMS**

23 Effective on the date when Defendant fully funds the entire Gross Settlement Amount,  
24 Plaintiff and PAGA Counsel will release claims against all Released Parties, for the duration of  
25 the PAGA Period, as follows:

1           **5.1. Release by Aggrieved Employees.** For the duration of the PAGA Period, all  
2 Aggrieved Employees are deemed to release, on behalf of themselves and their respective former  
3 and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the  
4 Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have  
5 been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice (“PAGA  
6 Released Claims”).

7           **5.2. Release by PAGA Counsel:** PAGA Counsel release on behalf of their present  
8 and former attorneys, employees, agents, successors and assigns the Released Parties from all  
9 claims for PAGA Fees incurred in connection with the Operative Complaint and the PAGA  
10 Period facts stated in the Operative Complaint and the PAGA Notice.

11                           **6. MOTION OR APPLICATION FOR APPROVAL OF**  
12                           **SETTLEMENT**

13           The Parties agree to jointly prepare and file an application or motion for approval of this  
14 Settlement.

15           **6.1. Plaintiff’s Responsibilities.** Plaintiff will prepare and deliver to Defense Counsel  
16 all documents necessary for obtaining approval of this Settlement under Labor Code Section  
17 2699, subd. (f)(2) including (i) a draft proposed Order Granting Approval of PAGA Settlement;  
18 (ii) a signed declaration from the Administrator attaching its “not to exceed” bid for administering  
19 the Settlement and attesting to its willingness to serve; competency; operative procedures for  
20 protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data  
21 breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential  
22 conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any  
23 financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed  
24 declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all  
25 necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)),

1 Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code  
2 section 2699, subd. (l)(2)); and (iv) all facts relevant to any actual or potential conflict of interest  
3 with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiff and PAGA  
4 Counsel shall aver that they are not aware of any other pending matter or action asserting claims  
5 that will be extinguished or adversely affected by the Settlement.

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

11 **6.3. Duty to Cooperate.** If the Parties disagree on any aspect of the proposed  
12 application or motion for approval of this Settlement and/or the supporting declarations and  
13 documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of  
14 the Parties by meeting and conferring, and in good faith, to resolve the disagreement. If the Court  
15 does not grant the motion for approval of this Settlement or conditions its approval on any  
16 material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work  
17 together on behalf of the Parties by meeting and conferring, and in good faith, to modify the  
18 Agreement and otherwise satisfy the Court's concerns.

## 19 **7. SETTLEMENT ADMINISTRATION**

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

1           **7.2. Employer Identification Number.** The Administrator shall have and use its own  
2 Employer Identification Number for purposes of calculating payroll tax withholdings and  
3 providing reports state and federal tax authorities.

4           **7.3. Qualified Settlement Fund.** The Administrator shall establish a settlement fund  
5 that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury  
6 Regulation section 468B-1.

7           **7.4. Administrator Duties.** The Administrator has a duty to perform or observe all  
8 tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

9                   **8. AGGRIEVED EMPLOYEE SIZE ESTIMATES and ESCALATOR**  
10                   **CLAUSE**

11           Based on its records, Defendant estimates that there are 2,068 Aggrieved Employees who  
12 worked 24,313 Pay Periods during the PAGA Period.

13           **8.1 Increase in the Gross Settlement Amount.** Defendant represents that there are  
14 approximately 24,313 pay periods during the PAGA Period. In the event the number of pay  
15 periods increases during the PAGA Period by more than 10%, or an additional 2,431 pay periods,  
16 then, at Defendant’s election: (1) the Gross Settlement Amount shall be increased proportionally  
17 by the pay periods worked in excess of 24,313 multiplied by the Pay Period Value; or (2) the  
18 PAGA Period shall be reduced in order to ensure that the pay periods do not exceed 24,313. The  
19 Pay Period Value shall be calculated by dividing the Gross Settlement Amount by 24,313. The  
20 Parties agree that the Pay Period Value amounts to \$20.77 per Workweek (\$505,000/24,313 Pay  
21 Periods). Thus, for example, should there be 27,000 Pay Periods in the PAGA Period, then, if  
22 Defendant elects option (1) above, the Gross Settlement Amount shall be increased by  
23 \$565,428.15 (27,000 Pay Periods – 24,313 Pay Periods) x \$20.77/Pay Period). Defendant shall  
24 have ten (10) business days from receiving notice that the number of Pay Periods has exceeded  
25

1 the 10% threshold to exercise its election; otherwise, it will be assumed that Defendant has  
2 exercised Option (1).

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

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

8 **9.1. Waiver of Right to Appeal.** Provided the Judgment is consistent with the terms  
9 and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and  
10 PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel waive all  
11 rights to appeal from the Judgment, including all rights to post-judgment and appellate  
12 proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary  
13 writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such  
14 motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to  
15 perform under this Agreement will be suspended until such time as the appeal is finally resolved  
16 and the Judgment becomes final, except as to matters that do not affect the amount of the Net  
17 Settlement Amount.

18 **10. ADDITIONAL PROVISIONS**

19 **10.1. No Admission of Liability or Representative Manageability for Other**  
20 **Purposes.** This Agreement represents a compromise and settlement of highly disputed claims.  
21 Nothing in this Agreement is intended or should be construed as an admission by Defendant that  
22 any 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 that  
24 Defendant's defenses in the Action have merit. The Parties agree that representative treatment is  
25 for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement,

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

5 **10.2. Integrated Agreement.** Upon execution by all Parties and their counsel, this  
6 Agreement together with its attached exhibits shall constitute the entire agreement between the  
7 Parties relating to the Settlement, superseding any and all oral representations, warranties,  
8 covenants, or inducements made to or by any Party.

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

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

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

25 **10.6. No Tax Advice.** Neither Plaintiff, PAGA Counsel, Defendant nor Defense

1 Counsel are providing any advice regarding taxes or taxability, nor shall anything in this  
2 Settlement be relied upon as such within the meaning of United States Treasury Department  
3 Circular 230 (31 CFR Part 10, as amended) or otherwise.

4 **10.7. Modification of Agreement.** This Agreement, and all parts of it, may be  
5 amended, modified, changed, or waived only by an express written instrument signed by all  
6 Parties or their representatives, and approved by the Court.

7 **10.8. Agreement Binding on Successors.** This Agreement will be binding upon, and  
8 inure to the benefit of, the successors of each of the Parties.

9 **10.9. Applicable Law.** All terms and conditions of this Agreement and its exhibits will  
10 be governed by and interpreted according to the internal laws of the state of California, without  
11 regard to conflict of law principles.

12 **10.10. Cooperation in Drafting.** The Parties have cooperated in the drafting and  
13 preparation of this Agreement. This Agreement will not be construed against any Party on the  
14 basis that the Party was the drafter or participated in the drafting.

15 **10.11. Confidentiality.** To the extent permitted by law, all agreements made, and orders  
16 entered during the Action and in this Agreement relating to the confidentiality of information  
17 shall survive the execution of this Agreement.

18 **10.12. Use and Return of Aggrieved Employee Data.** Information provided to PAGA  
19 Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data  
20 provided to PAGA Counsel by Defendant in connection with the mediation, other settlement  
21 negotiations, or in connection with the Settlement, may be used only with respect to this  
22 Settlement, and no other purpose, and may not be used in any way that violates any existing  
23 contractual agreement, statute, or rule of court.

24 **10.13. Headings.** The descriptive heading of any section or paragraph of this Agreement  
25 is inserted for convenience of reference only and does not constitute a part of this Agreement.

1           **10.14. Calendar Days.** Unless otherwise noted, all reference to “days” in this Agreement  
2 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a  
3 weekend or federal legal holiday, such date or deadline shall be on the first business day  
4 thereafter.

5           **10.15. Notice.** All notices, demands or other communications between the Parties in  
6 connection with this Agreement will be in writing and deemed to have been duly given as of the  
7 third business day after mailing by United States mail, or the day sent by email or messenger,  
8 addressed as follows:

9           To Plaintiff:

10          Bibiyan Law Group, P.C.

11          1460 Westwood Boulevard

12          Los Angeles, California 90024

13          To Defendant:

14          Pettit Kohn Ingrassia Lutz & Dolin P.C.

15          11622 El Camino

16          Real, Suite 300

17          San Diego, California 92130

18           **10.16. Execution in Counterparts.** This Agreement may be executed in one or more  
19 counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this  
20 Agreement shall be accepted as an original. All executed counterparts and each of them will be  
21 deemed to be one and the same instrument if counsel for the Parties will exchange between  
22 themselves signed counterparts. Any executed counterpart will be admissible in evidence to  
23 prove the existence and contents of this Agreement.

24           **10.17. Stay of Litigation.** The Parties agree that upon the execution of this Agreement  
25

1 the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further  
2 agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the  
3 date to bring a case to trial under CCP section 583.310 for the entire period of this settlement  
4 process.

5 **10.18. Severability.** In the event that one or more of the provisions contained in this  
6 Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such  
7 invalidity, illegality, or unenforceability shall in no way effect any other provision if Defendant's  
8 Counsel and PAGA Counsel, on behalf of the Parties and the Aggrieved Employees, mutually  
9 elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been  
10 included in this Agreement.

11 **IT IS SO AGREED:**

12 

13 \_\_\_\_\_  
For Plaintiff, Antonia Ramirez

13 \_\_\_\_\_  
For Defendant ISL Employees, Inc.

15  
16 

16 \_\_\_\_\_  
David D. Bibiyan  
17 Vedang J. Patel  
Counsel for Plaintiff

16 \_\_\_\_\_  
Thomas S Ingrassia  
17 Haley A. Murphy  
Counsel for Defendant ISL Employees, Inc.

**10.17. Stay of Litigation.** The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

**10.18. Severability.** In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way effect any other provision if Defendant's Counsel and PAGA Counsel, on behalf of the Parties and the Aggrieved Employees, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

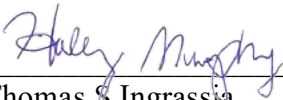
**IT IS SO AGREED:**



\_\_\_\_\_  
For Plaintiff, Antonia Ramirez

\_\_\_\_\_  
For Defendant ISL Employees, Inc.

\_\_\_\_\_  
David D. Bibiyan  
Vedang J. Patel  
Counsel for Plaintiff

  
\_\_\_\_\_  
Thomas S. Ingrassia  
Haley A. Murphy  
Counsel for Defendant ISL Employees, Inc.