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as an aggrieved employee, and on behalf of all

other aggrieved employees

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AMVETS DEPARTMENT OF CALIFORNIA SERVICE FOUNDATION

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

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

Plaintiff,

v.

AMVETS DEPARTMENT OF
CALIFORNIA SERVICE FOUNDATION, a
California nonprofit corporation; and DOES
1 through 100, inclusive,

Defendant.

CASE NO.: 30-2023-01334631-CU-OE-CXC

[Assigned for all purposes to the Hon.
Peter Wilson in Dept. CX-101]

PAGA SETTLEMENT AGREEMENT

Action Filed: July 5, 2023

Trial Date: None set

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2 This PAGA Settlement Agreement (“Settlement,” “Agreement” or “Settlement
3 Agreement”) is made by and between plaintiff Raquel Aguilera (“Plaintiff”), individually and on
4 behalf of the Aggrieved Employees on the one hand and defendant Amvets Department of
5 California Service Foundation (“Defendant”) on the other hand. Plaintiff and Defendant shall be,
6 at times, collectively referred to as the “Parties.” This Agreement is intended by the Parties to
7 fully, finally and forever resolve the claims as set forth herein, based upon and subject to the
8 terms and conditions of this Agreement.

9 **1. DEFINITIONS**

10 **1.1. “Action”** means Plaintiff’s PAGA lawsuit alleging wage and hour violations
11 against Defendant captioned *Raquel Aguilera v. AMVETS Department of California Service*
12 *Foundation, et al.*, Case No. 30-2023-01334631-CU-OE-CXC, initiated on July 5, 2023 in the
13 Superior Court of the State of California, County of Orange and any amended or governing
14 pleadings therein.

15 **1.2. “Administrator”** means Apex Class Action Administration (“Apex”), the
16 neutral entity the Parties have agreed to appoint to administer the Settlement.

17 **1.3. “Administration Expenses Payment”** means the amount the Administrator will
18 be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in
19 accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection
20 with approval of this Settlement.

21 **1.4. “Aggrieved Employees”** means all non-exempt or hourly employees who are or
22 were employed by Defendant in the state of California during the PAGA Period.

23 **1.5. “Aggrieved Employee Data”** means Aggrieved Employee identifying
24 information in Defendant’s possession including the Aggrieved Employee’s name, last-known
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mailing address, last four digits of the last known Social Security number, and hire dates, termination dates (as applicable) and re-hire dates (as applicable).

1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employees’ mailing addresses using all reasonably available sources, methods and means, including, but not limited to, the National Change of Address database, skip traces and direct contact by the Administrator with Aggrieved Employees.

1.7. “Court” means the Superior Court of California, County of Orange.

1.8. “Defense Counsel” means Christine D. Baran and Kiley S. Chelwick of Fisher & Phillips LLP.

1.9. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the Judgment is final. The Judgment is final on the day the Court enters Judgment.

1.10. “Gross Settlement Amount” means the maximum amount of Three Hundred Five Thousand Dollars (\$305,000.00), to be paid by Defendant, unless increased pursuant to Paragraph 8.1 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment and the Administrator’s Expenses Payment, as approved by the Court.

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

1.12. “Judgment” means the judgment entered by the Court on its Order Approving the PAGA Settlement.

1 **1.13. “LWDA”** means the California Labor and Workforce Development Agency, the
2 agency entitled, under Labor Code section 2699, subd. (i).

3 **1.14. “LWDA PAGA Payment”** means the 75% of the PAGA Penalties paid to the
4 LWDA under Labor Code section 2699, subd. (i).

5 **1.15. “Net Settlement Amount”** means the Gross Settlement Amount, less the
6 following payments in the amounts approved by the Court: Individual PAGA Payments, the
7 LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses
8 Payment, and the Administration Expenses Payment. The remainder is to be paid to Aggrieved
9 Employees as Individual PAGA Payments.

10 **1.16. “PAGA Counsel”** means David D. Bibiyan and Vedang J. Patel of Bibiyan Law
11 Group, P.C.

12 **1.17. “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses**
13 **Payment”** mean the amounts allocated to PAGA Counsel and approved by the Court for
14 reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute
15 the Action and PAGA Notice, not to exceed 35%.

16 **1.18. “PAGA Pay Period” or “Pay Period”** means any Pay Period during which an
17 Aggrieved Employee worked for Defendant during the PAGA Period, based on hire dates,
18 termination dates (if applicable) and re-hire dates (if applicable).

19 **1.19. “PAGA Period”** means the period from May 1, 2022 to February 10, 2025.

20 **1.20. “PAGA”** means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).

21 **1.21. “PAGA Notice”** means Plaintiff’s letter to Defendant and the LWDA dated
22 March 31, 2023, LWDA-CM-945679-23, providing notice pursuant to Labor Code section
23 2699.3, subd. (a).

1 **1.22. “PAGA Penalties”** means the total amount of PAGA civil penalties to be paid
2 from the Net Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to
3 LWDA in settlement of PAGA claims.

4 **1.23. “Plaintiff”** means Raquel Aguilera, the named plaintiff in the Action.

5 **1.24. “Approval Order”** means the proposed Court Order Granting Approval of
6 PAGA Settlement.

7 **1.25. “Released PAGA Claims”** means the claims being released by the Plaintiff,
8 Aggrieved Employees, the state of California and PAGA Counsel and as described in Paragraph
9 (5) below.

10 **1.26. “Released Parties”** means the Defendant and all of its current and former
11 officers, directors, employees, shareholders, members, agents, trustees, representatives,
12 attorneys, insurers, reinsurers, parent companies, subsidiaries, divisions, affiliates, predecessors,
13 successors, and assigns.

14 **1.27. “Settlement”** means the disposition of the Action and claims asserted in the
15 PAGA Notice effected by this Agreement and the Judgment.

16 **1.28. “Defendant”** means the named Defendant, AMVETS Department of California
17 Service Foundation.

18 **2. RECITALS**

19 **2.1.** On March 31, 2023, Plaintiff filed a letter with the LWDA and served on
20 Defendant a notice under Labor Code section 2699.3 stating Plaintiff’s intention to serve as a
21 proxy of the LWDA to recover civil penalties on behalf of Aggrieved Employees for alleged
22 Labor Code violations (“PAGA Notice”).

23 **2.2.** On July 5, 2023, Plaintiff commenced this Action by filing a Complaint (the
24 “Operative Complaint”), alleging causes of action against Defendant for civil penalties under
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1 PAGA for the Labor Code violations alleged in the PAGA Notice. Defendant denies the
2 allegations in the Operative Complaint and PAGA Notice and denies any failure to comply with
3 the laws identified in the Operative Complaint and PAGA Notice and denies any and all liability
4 for the causes of action alleged.

5 **2.3.** On December 10, 2024, the Parties participated in an all-day mediation presided
6 over by Gig Kyriacou, which led to the Settlement of the Action and PAGA Notice on a PAGA
7 basis only.

8 **2.4.** Prior to mediation, Plaintiff obtained, through informal discovery: (1) a sampling
9 of time and payroll records; (2) data points, including the number of Aggrieved Employees, the
10 number of Aggrieved Employees separated from employment during the PAGA period, and the
11 number of Pay Periods during the PAGA period; (3) all relevant policy documents of Defendant;
12 and (4) Plaintiff's personnel records.

13 **2.5.** The Parties, PAGA Counsel and Defense Counsel represent that they are not
14 aware of any other pending matter or action asserting claims that will be extinguished or affected
15 by the Settlement.

16 **3. MONETARY TERMS**

17 **3.1. Gross Settlement Amount.** Defendant promises to pay \$305,000.00 and no more
18 as the Gross Settlement Amount, unless increased pursuant to Paragraph 8.1 below. Defendant
19 has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph
20 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount
21 without asking or requiring Aggrieved Employees to submit any claim as a condition of payment.
22 None of the Gross Settlement Amount will revert to Defendant.

1 **3.2. Payments from the Gross Settlement Amount.** The Administrator will make
2 and deduct the following payments from the Gross Settlement Amount, in the amounts specified
3 by the Court in its Order Approving the PAGA Settlement:

4 **3.2.1 To PAGA Counsel:** A PAGA Counsel Fees Payment of not more than
5 one Thirty-Five Percent (35%) of the Gross Settlement Amount, subject to
6 approval by the Court, which, unless escalated pursuant to Paragraph 8.1
7 of this Agreement, is currently estimated to be \$106,750.00 and PAGA
8 Counsel Litigation Expenses Payment of not more than \$30,000.00.
9 Defendant will not oppose requests for Court approval of these payments
10 provided that they do not exceed these amounts. Plaintiff and/or PAGA
11 Counsel will file an application or motion for PAGA Counsel Fees
12 Payment and PAGA Litigation Expenses Payment. If the Court approves
13 a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation
14 Expenses Payment less than the amounts requested, the Administrator will
15 allocate the remainder to the Net Settlement Amount. Released Parties
16 shall have no liability to PAGA Counsel or any other Plaintiff's Counsel
17 arising from any claim to any portion any PAGA Counsel Fees Payment
18 and/or PAGA Counsel Litigation Expenses Payment. The Administrator
19 will pay the PAGA Counsel Fees Payment and PAGA Counsel Litigation
20 Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel
21 assumes full responsibility and liability for taxes owed on the PAGA
22 Counsel Fees Payment and the PAGA Counsel Litigation Expenses
23 Payment and holds Defendant harmless, and indemnifies Defendant, from
24 any dispute or controversy regarding any division or sharing of any of
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1 these Payments. There will be no additional charge of any kind to either
2 the Aggrieved Employees or request for additional consideration from
3 Defendant for such work unless Defendant materially breaches this
4 agreement by failing to fund the Settlement pursuant to the terms herein
5 and further efforts are necessary from Class Counsel to remedy said
6 breach, including, without limitation, moving the Court to enforce the
7 Agreement. In the event Defendant breaches this agreement by failing to
8 timely fund the Settlement as set forth in this Agreement, Defendant shall
9 be entitled to cure that breach by submitting such funding to the
10 Administrator within 10 days of receipt of written notice by PAGA
11 Counsel to Defense Counsel in electronic form. Should Defendant cure
12 the funding breach within the 10-day cure period of receipt of written
13 notice, no additional consideration shall be due by Defendant under the
14 terms of this Agreement.

15 **3.2.2 To the Administrator:** An Administrator Expenses Payment not to
16 exceed \$4,500.00 except for a showing of good cause and as approved by
17 the Court. To the extent the Administration Expenses are less or the Court
18 approves payment less than \$4,500.00, the Administrator will retain the
19 remainder in the Net Settlement Amount.

20 **3.2.3 To the LWDA and Aggrieved Employees:** PAGA Penalties in the
21 amount of \$163,750.00 to be paid from the Gross Settlement Amount, with
22 75% (\$122,812.50) allocated to the LWDA PAGA Payment and 25%
23 (\$40,937.50) allocated to the Individual PAGA Payments.
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1 **3.2.3.1** The Administrator will calculate each Individual PAGA Payment
2 by (a) dividing the amount of the Aggrieved Employees' 25% share
3 of PAGA Penalties (\$122,812.50) by the total number of PAGA
4 Period Pay Periods worked by all Aggrieved Employees during the
5 PAGA Period and (b) multiplying the result by each Aggrieved
6 Employee's PAGA Period Pay Periods. Aggrieved Employees
7 assume full responsibility and liability for any taxes owed on their
8 Individual PAGA Payment. Aggrieved Employees assume full
9 responsibility and liability for any taxes owed on their Individual
10 PAGA Payment. The Administrator will report the Individual
11 PAGA Payments on IRS 1099 Forms. Aggrieved Employees have
12 no statutory or other right to opt out or otherwise exclude himself
13 or herself from this PAGA Settlement and the Released PAGA
14 Claims.

15 **3.2.3.2** If the Court approves PAGA Penalties of less than the amount
16 requested, the Administrator will allocate the remainder to the Net
17 Settlement Amount.

18 **4. SETTLEMENT FUNDING PAYMENTS**

19 **4.1. Aggrieved Employee Pay Periods.** Based on a review of its records through the
20 date of mediation (December 10, 2024), Defendant estimated there were 173 Aggrieved
21 Employees who worked a total of 11,431 PAGA Pay Periods. Based on a current review of
22 Defendants' records the number of Aggrieved Employees and PAGA Pay Periods through the
23 PAGA Period ending on February 10, 2025 is approximately 351 and 12,381, respectively.
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1 **4.2. Aggrieved Employee Data.** Within 14 days of executing the Settlement
2 Agreement, Defendant will simultaneously deliver the Aggrieved Employee Data to the
3 Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees’
4 privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use
5 the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and
6 restrict access to the Aggrieved Employee Data to Administrator employees who need access to
7 the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a
8 continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved
9 Employee Data omitted employee identifying information and to provide corrected or updated
10 Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline
11 by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties
12 and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise
13 resolve any issues related to missing or omitted Aggrieved Employee Data.

14 **4.3. Funding of Gross Settlement Amount.** Defendant shall fully fund the Gross
15 Settlement Amount by transmitting the funds to the Administrator pursuant to Internal Revenue
16 Code section 1.468B-1 for deposit in an interest-bearing qualified settlement account (“QSA”)
17 with an FDIC insured banking institution, no later than 7 days after the Effective Date, for
18 distribution in accordance with this Agreement and the Court’s Orders.

19 **4.4. Payments from the Gross Settlement Amount.** Within 7 days after Defendant
20 funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA
21 Payments, the LWDA PAGA Payment, the Administration Expenses Payment, and the PAGA
22 Counsel Litigation Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses
23 Payment shall not precede disbursement of Individual PAGA Payments.

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

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

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

1 **4.4.4.** The payment of Individual PAGA Payments shall not obligate Defendant
2 to confer any additional benefits or make any additional payments to the
3 Aggrieved Employees (such as 401(k) contributions or bonuses) beyond
4 those specified in this Agreement.

5 **5. RELEASES OF CLAIMS**

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

8 **5.1. Release by Aggrieved Employees.** All Aggrieved Employees are deemed to
9 release, on behalf of themselves and their respective former and present representatives, agents,
10 attorneys, heirs, administrators, successors and assigns, the Released Parties from those claims
11 asserted in the Action and PAGA Notice, or that could have been asserted in the Action and
12 PAGA Notice based on the facts alleged therein, including but not limited to, claims for PAGA
13 penalties for violations of the California Labor Code governing minimum wages, overtime and
14 double time wages; meal and rest breaks; failure to maintain accurate employment records; wage
15 statement violations; separation pay violations; failure to pay timely wages; failure to reimburse
16 business expenses; paid sick leave; COVID-19-related notices; recovery periods, violations of
17 Bus & Prof. Code s. 17200; preventing employees from disclosing suspected violations of law;
18 failure to comply with notice requirements under Labor Code 2810.5; and adequate seating. This
19 release also includes a release from the State of California (to the extent Plaintiff is permitted to
20 provide such a release for the State of California for the PAGA Period). The Parties agree to take
21 all necessary steps to make sure that a release covering all of the foregoing claims is approved
22 by the Court (the “Released PAGA Claims”).

23 **5.2. Release by PAGA Counsel:** PAGA Counsel release on behalf of their present
24 and former attorneys, employees, agents, successors and assigns the Released Parties from all
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claims for PAGA Fees incurred in connection with the Operative Complaint, the PAGA Notice and the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT

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

6.1. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (iv) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (v) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiff and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

1 **6.2. Responsibilities of PAGA Counsel.** PAGA Counsel and Defense Counsel are
2 jointly responsible for expeditiously finalizing and filing the application or motion for approval
3 of this Settlement after the full execution of this Agreement and, if necessary, obtaining a prompt
4 hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA
5 Counsel is responsible for delivering the Court's Order Approving the Settlement to the
6 Administrator.

7 **6.3. Duty to Cooperate.** If the Parties disagree on any aspect of the proposed
8 application or motion for approval of this Settlement and/or the supporting declarations and
9 documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of
10 the Parties by meeting and conferring, and in good faith, to resolve the disagreement. If the Court
11 does not grant the motion for approval of this Settlement or conditions its approval on any
12 material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work
13 together on behalf of the Parties by meeting and conferring, and in good faith, to modify the
14 Agreement and otherwise satisfy the Court's concerns, if possible. The Parties retain the right,
15 in the exercise of their sole respective discretion, to unilaterally withdraw from and terminate the
16 Settlement if the Court makes or orders material changes to the Basic Settlement Terms. Basic
17 Settlement Terms include: (a) the amount of the Gross Settlement Amount; (b) the time period
18 of the PAGA Released Claims; (c) the covered PAGA Period; and (d) the Escalator Clause.
19 Notwithstanding, the Parties shall take all necessary steps to address the Court's concerns,
20 including changes to the basic Settlement terms which are mutually acceptable by the Parties.

21 **7. SETTLEMENT ADMINISTRATION**

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

7.2. Designation of Net Settlement Amount. The Net Settlement amount shall be allocated 100% as penalties, and accordingly none of the Net Settlement is taxable.

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

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

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

8.1 Increase in the Gross Settlement Amount. Defendant’s estimate for the number of pay periods at issue for the Aggrieved Employees for the period of May 1, 2022 to December 10, 2024 (mediation date), was approximately 11,431 pay periods. Based on a current review of Defendants’ records the number of applicable PAGA Periods through the PAGA Period is approximately 12,381. In the event the number of pay periods increase by more than 10% through the PAGA Period, then at Defendant’s election, they may either 1) increase the Gross Settlement proportionately by the number of pay periods over the 10% grace multiplied by the pay period value (\$305,000/11,431 pay periods= \$26.68) (i.e. meaning if there are 13,000 pay periods, the GSA will increase by \$11,365 (13,000-12,574) x \$26.68); or 2) end the PAGA Period as of the date the number of pay periods reaches but does not exceed 12,574 pay periods. Defendant shall provide the Class Data to the administrator no later than 14 days after full execution of the long form agreement. Defendant shall make its election regarding the above no

1 later than 7 days after receiving information from the administrator regarding the pay period
2 count. Should Defendant fail to make its election within the above timeframe, then option (1)
3 shall automatically apply.

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

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

9 **9.1. Waiver of Right to Appeal.** Provided the Judgment is consistent with the terms
10 and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and
11 PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel waive all
12 rights to appeal from the Judgment, including all rights to post-judgment and appellate
13 proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary
14 writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such
15 motions, writs or appeals.

16 **10. ADDITIONAL PROVISIONS**

17 **10.1. No Admission of Liability or Representative Manageability for Other**
18 **Purposes.** This Agreement represents a compromise and settlement of highly disputed claims.
19 Nothing in this Agreement is intended or should be construed as an admission by Defendant that
20 any of the allegations in the Operative Complaint or PAGA Notice have merit or that Defendant
21 has any liability for any claims asserted. Defendant generally and specifically denies any and all
22 liability or wrongdoing with any of the claims alleged in the Action or PAGA Notice or that it
23 has violated any federal, state, or local law; violated any regulations or guidelines promulgated
24 pursuant to any statute or any other applicable laws, regulations, or legal requirements; breached
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1 any contract; violated or breached any duty; engaged in any misrepresentation or deception; or
2 engaged in any other unlawful conduct with respect to its employees. Defendant further makes
3 no concessions or admissions of liability of any sort, makes no concessions or admissions that
4 any Aggrieved Employee is or was employed by Defendant, and contends that for any purpose
5 other than settlement, the Action is not appropriate for representative treatment. Defendant
6 asserts several defenses to the claims and denies any wrongdoing or liability arising out of any
7 of the alleged facts or conduct in the Action or PAGA Notice. Neither this Agreement, nor any
8 document referred to or contemplated herein, nor any action taken to carry out this Agreement,
9 is or may be construed as, or may be used as an admission, concession, or indication by or against
10 Defendant or any of the Released Parties of any fault, wrongdoing, or liability whatsoever. There
11 has been no final determination by any court as to the merits of the claims asserted or as to
12 whether the Action is appropriate for representative treatment. Except as necessary in a
13 proceeding to enforce the terms of this Settlement, this Agreement and its terms and provisions
14 shall not be offered or received as evidence in any action or proceeding to establish any liability
15 or admission on the part of Defendant or to establish the existence of any condition constituting
16 a violation of, or a non-compliance with, federal, state, local or other applicable law. Nor shall
17 anything in this Agreement be construed or deemed an admission that the Action was properly
18 brought as a Private Attorney General Action under PAGA. Finally, nothing in this Agreement
19 or Order from the Court Approving this Agreement shall be deemed a waiver of Defendant's
20 right to enforce the arbitration agreements of Aggrieved Employees in the future. Nor should
21 this Settlement be intended or construed as an admission by Plaintiff that Defendant's defenses
22 in the Action have merit. The Parties agree that representative treatment is for purposes of this
23 Settlement only. If, for any reason the Court does not approve this Settlement, Defendant reserves
24 all available defenses to the claims in the Action, and Plaintiff reserves the right to contest
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1 Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the
2 Action and PAGA Notice claims will have no bearing on, and will not be admissible in
3 connection with, any litigation (except for proceedings to enforce or effectuate the Settlement
4 and this Agreement).

5 **10.2. Integrated Agreement.** Upon execution by all Parties and their counsel, this
6 Agreement shall constitute the entire agreement between the Parties relating to the Settlement,
7 superseding any and all oral representations, warranties, covenants, or inducements made to or
8 by any Party. Nothing in this Agreement or Order from the Court Approving this Agreement
9 shall be deemed a waiver of Defendant's right to enforce the arbitration agreements of Aggrieved
10 Employees in the future

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

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

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

3 **10.6. No Tax Advice.** Neither Plaintiff, PAGA Counsel, Defendant nor Defense
4 Counsel are providing any advice regarding taxes or taxability, nor shall anything in this
5 Settlement be relied upon as such within the meaning of United States Treasury Department
6 Circular 230 (31 CFR Part 10, as amended) or otherwise.

7 **10.7. Modification of Agreement.** This Agreement, and all parts of it, may be
8 amended, modified, changed, or waived only by an express written instrument signed by all
9 Parties or their representatives, and approved by the Court. Plaintiff and Defendant expressly
10 agree that should the Parties agree to amend, modify, change, or waive this Agreement, or any
11 part of it, PAGA Counsel and Defense Counsel are authorized to submit to the Court any
12 amendments of this Agreement, amended Agreements, or amendments to the Agreement, on
13 behalf of the Parties once fully executed.

14 **10.8. Agreement Binding on Successors.** This Agreement will be binding upon, and
15 inure to the benefit of, the successors of each of the Parties.

16 **10.9. Applicable Law.** All terms and conditions of this Agreement will be governed by
17 and interpreted according to the internal laws of the state of California, without regard to conflict
18 of law principles.

19 **10.10. Cooperation in Drafting.** The Parties have cooperated in the drafting and
20 preparation of this Agreement. This Agreement will not be construed against any Party on the
21 basis that the Party was the drafter or participated in the drafting.

22 **10.11. Confidentiality.** To the extent permitted by law, all agreements made, and orders
23 entered during Action and in this Agreement relating to the confidentiality of information shall
24 survive the execution of this Agreement.

1 **10.12. Use and Return of Aggrieved Employee Data.** Information provided to PAGA
2 Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data
3 provided to PAGA Counsel by Defendant in connection with the mediation, other settlement
4 negotiations, or in connection with the Settlement, may be used only with respect to this
5 Settlement, and no other purpose, and may not be used in any way that violates any existing
6 contractual agreement, statute, or rule of court.

7 **10.13. Headings.** The descriptive heading of any section or paragraph of this Agreement
8 is inserted for convenience of reference only and does not constitute a part of this Agreement.

9 **10.14. Calendar Days.** Unless otherwise noted, all reference to “days” in this Agreement
10 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
11 weekend or federal legal holiday, such date or deadline shall be on the first business day
12 thereafter.

13 **10.15. Notice.** All notices, demands or other communications between the Parties in
14 connection with this Agreement will be in writing and deemed to have been duly given as of the
15 third business day after mailing by United States mail, or the day sent by email or messenger,
16 addressed as follows:

17 To Plaintiff:

18 **BIBIYAN LAW GROUP, P.C.**
19 David D. Bibiyan (SBN 287811)
 david@tomorrowlaw.com
20 Vedang J. Patel (SBN 328647)
 vedang@tomorrowlaw.com
21 Megan R. Lazar (SBN 315007)
 megan@tomorrowlaw.com
22 1460 Westwood Boulevard
 Los Angeles, California 90024
 Tel: (310) 438-5555; Fax: (310) 300-1705

23 To Defendant:

24 CHRISTINE D. BARAN
25

1 cbaran@fisherphillips.com
2 KYLEY S. CHELWICK
3 kchelwick@fisherphillips.com
4 **FISHER & PHILLIPS LLP**
5 2050 Main Street, Suite 1000
6 Irvine, California 92614

7 **10.16. Execution in Counterparts.** This Agreement may be executed in one or more
8 counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this
9 Agreement shall be accepted as an original. All executed counterparts and each of them will be
10 deemed to be one and the same instrument if counsel for the Parties will exchange between
11 themselves signed counterparts. Any executed counterpart will be admissible in evidence to
12 prove the existence and contents of this Agreement.

13 **10.17. Stay of Litigation.** The Parties agree that upon the execution of this Agreement
14 the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further
15 agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the
16 date to bring a case to trial under CCP section 583.310 for the entire period of this settlement
17 process.

18 **10.18. Severability.** In the event that one or more of the provisions contained in this
19 Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such
20 invalidity, illegality, or unenforceability shall in no way effect any other provision if Defendant's
21 Counsel and PAGA Counsel, on behalf of the Parties and the Aggrieved Employees, mutually
22 elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been
23 included in this Agreement.

24 **IT IS SO AGREED:**

25 *Raquel Aguilera*

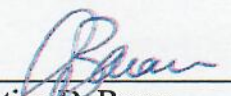
05/13/2026

Plaintiff, Raquel Aguilera

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For Defendant, AMVETS Department of
California Service Foundation
Suphack Naing - President of Board

Vedang J. Patel 5/13/2026
David D. Bibiyan
Vedang J. Patel
Counsel for Plaintiff


Christine D. Baran
Kyley S. Chelwick
Counsel for Defendant