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April 17, 2023

File Number: 71HE-311216

VIA ELECTRONIC FILING

Labor and Workforce Development Agency
PAGA Administrator
1515 Clay Street, Suite 801
Oakland, California 94612
PAGAfilings@dir.ca.gov

VIA CERTIFIED MAIL AND EMAIL

Kane Moon, Esq.
Moon & Yang, APC
1055 W. Seventh Street, Suite 1880
Los Angeles, California 90017

Re: Bryan Padilla v. Sika Corporation
LWDA-CM-945498-23

To Whom It May Concern:

This firm represents Sika Corporation (“Sika”) in the above-referenced matter. We are in receipt of a letter dated March 30, 2023 from Moon & Yang APC submitted to the Labor & Workforce Development Agency (“LWDA”) seeking Private Attorneys General Act (“PAGA”) penalties under Labor Code Section 2698, et seq. on behalf of Bryan Padilla and other allegedly aggrieved employees.

We write to advise the LWDA and counsel that Bryan Padilla signed a valid and binding settlement agreement with Sika on October 25, 2022. See Exhibit A. The settlement agreement contains a general release of all claims, including the claims asserted by Mr. Padilla in his letter, and expressly releases claims arising out of, connected with, or relating to the California Private Attorney General Act. See Paragraphs 3 - 5 of Exhibit A. This settlement agreement also includes an enforceable and binding covenant not to sue, whereby Mr. Padilla is barred from instituting any legal action against Sika related to his employment. See Paragraph 6 of Exhibit A.

In light of the foregoing, Sika respectfully requests that the LWDA make a finding that Mr. Padilla may not continue to pursue PAGA penalties against Sika. Sika further requests that Mr. Padilla cease from any further action against Sika and immediately withdraw his letter submitted to the LWDA.

Please feel free to contact me to discuss this matter.

Sincerely,



Greg S. Labate
for SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

Enclosures

EXHIBIT A

EXHIBIT A

CONFIDENTIAL SETTLEMENT AGREEMENT

This Confidential Settlement Agreement (the “Agreement”) is made by and between Sika Corporation (“Sika”) and Bryan Padilla (“Employee”) (collectively the “Parties”) as of the date of execution set forth below. In consideration for the execution of this Agreement, and the performance of the terms and conditions herein, the Parties agree as follows:

1. Employment. Employee’s employment with Sika ended effective June 9, 2022.

2. Consideration. In consideration for the execution of this Agreement, and the performance of the terms and conditions set forth herein, the Parties hereby agree as follows:

2.1 Settlement Pay. Sika will pay Employee the amount of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) (“Settlement Pay”). The Settlement Pay will be in the form of two checks: one check in the amount of One Thousand Dollars and Zero Cents (\$1,000.00) made payable to Bryan Padilla, on IRS form 1099-MISC, without any withholdings and a second check in the amount of Six Thousand Five Hundred Dollars and Zero Cents (\$6,500.00) payable to Lawyers for Employee and Consumer Rights, on IRS form 1099-MISC, without payroll withholdings. Sika will provide Employee with the Settlement Pay by checks mailed to Lawyers For Employee and Consumer Rights, at 4100 W. Alameda Ave, 3rd Floor, Burbank CA within 30 days after Employee and his counsel provide an executed Agreement and completed W9s to Sika.

2.2 Good and Valuable Consideration. The Parties expressly agree that the consideration set forth in this Agreement constitutes good and valuable consideration in addition to anything to which Employee is already entitled, and Sika has no independent legal duty to provide Employee with the consideration set forth in this Agreement, absent the terms of the Agreement itself. Employee understands and agrees that Employee will not receive the consideration specified herein, except for Employee’s execution of this Agreement and the fulfillment of the promises contained herein.

3. General Release of Claims. Employee, and Employee’s heirs, administrators, successors in interest, assigns and agents, hereby release and forever discharge Sika and all of its past, present and future employees, officers, directors, members, agents, trustees, administrators, representatives, owners, shareholders, partners, insurers, fiduciaries, attorneys, foreign and domestic subsidiaries, including but not limited to parent companies, affiliates, related entities, assigns, predecessors and successors in interest, and each and all of them, jointly and severally (collectively the “Released Parties”), from any and all liabilities, claims, causes of action, charges, complaints, obligations, costs, losses, damages, injuries, penalties, interest, attorneys’ fees, and other legal responsibilities, of any form whatsoever, whether known or unknown, unforeseen, unanticipated, unsuspected or latent, which Employee has at any time owned or held prior to Employee’s execution of this Agreement, including but not limited to, any and all claims arising out of, connected with, or relating to:

- Employee’s employment, and/or the end of Employee’s employment, with the Released Parties;
- Title VII of the Civil Rights Act of 1964, as amended;
- The Civil Rights Act of 1991, as amended;
- Sections 1981 through 1988 of Title 42 of the United States Code, as amended;
- The Age Discrimination in Employment Act of 1967, as amended;
- The Employee Retirement Income Security Act of 1974, as amended;
- The Immigration Reform and Control Act, as amended;
- The Americans with Disabilities Act of 1990, as amended;
- The Fair Labor Standards Act, as amended;
- The Workers Adjustment and Retraining Notification Act, as amended;
- The Occupational Safety and Health Act, as amended;

- The California Fair Employment and Housing Act, as amended;
- The California Labor Code, as amended;
- The California Private Attorney General Act, as amended
- California Equal Pay Law, as amended;
- IWC Wage Orders, as amended;
- Any claims under California law;
- Any other federal, state or local law, regulation or municipal ordinance, including those regulating compensation and those prohibiting discrimination, harassment, or retaliation of any kind;
- Any claim based on violation of public policy, breach of contract, tort, fraud, misrepresentation, defamation, or any other common law claim;
- Any act or omission by the Released Parties; and/or
- Any claim for costs, fees, interest, or other expenses, including attorneys' fees.

The foregoing general release does not apply to any of Employee's claims that cannot be released as a matter of law. The Parties agree and acknowledge that the release and waiver set forth above shall not prevent Employee from participating in or cooperating with any state or federal agency's investigation or charge of discrimination, including the Equal Employment Opportunity Commission ("EEOC"). The Parties further agree and acknowledge that nothing in the Agreement prevents or prohibits Employee from filing a charge of discrimination with a state or federal agency, including the EEOC. However, Employee understands and agrees that Employee is releasing Sika from any and all claims by which Employee is giving up the opportunity to recover any compensation, damages, or any other form of relief in any proceeding brought by Employee or on Employee's behalf.

4. Release of Unknown Claims. Employee has reviewed and hereby expressly waives the provisions of Section 1542 of the California Civil Code, which provides as follows: "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." This Agreement extends to all claims or causes of action, of every nature and kind whatsoever, known or unknown, enumerated in this Agreement or otherwise. Employee may hereafter discover presently unknown facts or claims different from or in addition to those that Employee now knows as to the matters released herein. Nevertheless, it is Employee's intention, through this Agreement, to fully release all such matters and all claims related thereto, which do now exist, may exist or heretofore have existed.

5. Good Faith Dispute. There is a good faith dispute between the Parties as to whether Employee is owed any additional payments, including but not limited to wages, commissions, bonuses, PTO, vacation, sick leave, holidays, reimbursements, benefits, and/or penalties, except for the Settlement Pay expressly set forth above, and Employee is willing to compromise and resolve all such claims by accepting the Settlement Pay under the terms of this Agreement.

6. Covenant Not To Sue. Employee has not, and will not, directly or indirectly institute any legal action against the Released Parties based upon, arising out of, or relating to any claims released in this Agreement, to the extent allowed by law. Employee has not, and will not, directly or indirectly encourage and/or solicit any third party to institute any legal action against the Released Parties, to the extent allowed by law.

7. No Workplace Injuries. Employee has not sustained any workplace injury of any kind during Employee's employment with Sika, and Employee does not intend to file any claim for or seek any workers' compensation benefits. This does not include any pending workers' compensation claims.

8. Return of Property. Within 3 days of executing this Agreement, Employee must return to Sika all Sika property, records, documents, electronically stored information, and tangible embodiments of such, in Employee's possession, including but not limited to Sika trade secrets, confidential information and proprietary information, vehicles, pagers, keys, key cards, cellular phones, credit cards, personal and laptop computers, and any other electronic equipment.

9. Non-Disclosure Of Trade Secrets, Confidential Or Proprietary Information. Employee will not, for any reason, disclose to others or use for the benefit of anyone other than Sika any trade secret, confidential or proprietary information of Sika, including, but not limited to information relating to Sika's customers, employees, consultants, affiliates, partners, products, services, know-how, techniques, computer systems, programs, policies and procedures, research, projects, future developments, costs, profits, pricing, customer and client information. The use of any trade secret, confidential or proprietary information belonging to Sika shall be a material breach of this Agreement. Notwithstanding anything contained herein or in any other confidentiality provision to which Employee may be or may have been subject as a result of Employee's employment with Sika, nothing shall prohibit Employee from communicating with government authorities concerning any possible legal violations. Sika nonetheless asserts and does not waive its attorney-client privilege over any information appropriately protected by the privilege. Employee is advised that pursuant to the Defend Trade Secrets Act, an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that (a) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. However, Employee understands that in the event that disclosure of Sika trade secrets was not done in good faith pursuant to the above, Employee will be subject to substantial damages, including punitive damages and attorneys' fees.

10. NON-DISPARAGEMENT. EMPLOYEE SHALL NOT MAKE AND/OR RATIFY ANY FALSE AND/OR DISPARAGING COMMENTS AND/OR STATEMENTS ABOUT THE RELEASED PARTIES, ITS OFFICERS, EMPLOYEES AND/OR AGENTS. NOTHING IN THIS AGREEMENT PREVENTS EMPLOYEE FROM DISCUSSING OR DISCLOSING INFORMATION ABOUT UNLAWFUL ACTS IN THE WORKPLACE, SUCH AS HARASSMENT OR DISCRIMINATION OR ANY OTHER CONDUCT, THAT EMPLOYEE HAS REASON TO BELIEVE IS UNLAWFUL. THE PARTIES AGREE THAT EACH PROVISION OF THIS SECTION IS A MATERIAL TERM OF THIS AGREEMENT.

11. CONFIDENTIALITY. EMPLOYEE SHALL NOT DISCLOSE, PUBLICIZE OR ALLOW OR CAUSE TO BE PUBLICIZED OR DISCLOSED ANY OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, OR THE EXISTENCE OF THIS AGREEMENT ITSELF, UNLESS AND TO THE EXTENT REQUIRED BY LAW. THIS PROVISION DOES NOT PREVENT EMPLOYEE FROM DISCLOSING THE AMOUNT OF THE PAYMENT IN THIS AGREEMENT TO EMPLOYEE'S SPOUSE, ATTORNEYS, ACCOUNTANTS, AND/OR THE GOVERNMENT FOR TAX PURPOSES. SHOULD EMPLOYEE DISCLOSE ANY INFORMATION CONCERNING THIS AGREEMENT TO THOSE LISTED ABOVE, EMPLOYEE MUST ADVISE THOSE TO WHOM THE INFORMATION IS DISCLOSED THEY WILL ALSO BE UNDER AN OBLIGATION TO KEEP THE TERMS, CONDITIONS AND EXISTENCE OF THIS AGREEMENT CONFIDENTIAL. NOTHING IN THIS AGREEMENT PREVENTS EMPLOYEE FROM DISCUSSING OR DISCLOSING INFORMATION ABOUT UNLAWFUL ACTS IN THE WORKPLACE, SUCH AS HARASSMENT OR DISCRIMINATION OR ANY OTHER CONDUCT, THAT EMPLOYEE

HAS REASON TO BELIEVE IS UNLAWFUL. THE PARTIES AGREE THAT EACH PROVISION OF THIS SECTION IS A MATERIAL TERM OF THIS AGREEMENT.

12. CIRCULAR 230 DISCLAIMER. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY"; AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND AGREES: (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN INDEPENDENT LEGAL AND TAX ADVISERS FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISOR TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISOR'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

13. Arbitration. Except for claims for emergency equitable or injunctive relief which cannot be timely addressed through arbitration, the Parties agree to submit any claim or dispute arising out of the terms of this Agreement to private and confidential arbitration by a single neutral arbitrator through Judicial Arbitration and Mediation Services, Inc. ("JAMS"). The JAMS Streamlined Arbitration Rules & Procedures will govern the procedure for the arbitration proceedings between the Parties. The arbitration shall take place in Orange County, California. The arbitrator in this matter shall not have the power to modify any of the provisions of this Agreement. The decision of the arbitrator shall be final and binding on all Parties to this Agreement, and judgment thereon may be entered in any court having jurisdiction. The Party initiating the arbitration shall advance the arbitrator's fee and all costs of services provided by the arbitrator and arbitration organization. However, all the costs of the arbitration proceeding or litigation to enforce this Agreement, including attorneys' fees and costs, shall be paid as the arbitrator or court awards in accordance with applicable law. The Parties hereby waive any right to a jury trial on any dispute or claim covered by this Agreement.

14. Right to Consult an Attorney. Employee is hereby advised in writing of Employee's right to consult an attorney regarding this Agreement, and is hereby advised that Employee has a reasonable time of not less than 5 business days in which to do so. If Employee decides not to use all 5 business days, Employee does so knowingly and voluntarily, without inducement by Sika. Sika has not made an representations or threats to withdraw or alter the terms of this Agreement prior to the expiration of 5 business day period, or offered to provide different terms to Employee if Employee signs this Agreement prior to the expiration of the 5 business day period. Additionally, Employee verifies that he is represented by counsel, Lawyers for Employee and Consumer Rights, including in connection with review of this Agreement.

15. Acknowledgment. Employee has read this Agreement, has the authority to sign it, fully understands the contents of this Agreement, freely, voluntarily and without coercion enters into this Agreement,

and is signing it with full knowledge that it is intended, to the maximum extent permitted by law, as a complete release and waiver of any and all claims.

16. Severability. In the event any provision of this Agreement is held to be void, null or unenforceable, the remaining portions shall remain in full force and effect.

17. No Admission of Wrongdoing. Neither this Agreement nor the furnishing of the consideration for this Agreement shall be deemed or construed as an admission of liability or wrongdoing on the part of the Released Parties, nor shall they be admissible as evidence in any proceeding other than for the enforcement of this Agreement.

18. Modification. This Agreement cannot be modified in any respect except in a written instrument signed by both Parties.

19. Entire Agreement. This Agreement sets forth the entire agreement between the Parties hereto, and fully supersedes any prior agreements or understandings between the Parties, except for any confidentiality agreements between the Parties, which shall remain in full force and effect.

20. No Reliance. Employee has not relied on any representations, promises, or agreements of any kind made to Employee in connection with Employee's decision to accept this Agreement, except for those set forth in this Agreement.

21. Interpretation. Any uncertainty or ambiguity in the Agreement shall not be construed for or against any Party based on the attribution of drafting to any Party.

22. Counterparts. This Agreement may be executed by the Parties in counterparts, which are defined as duplicate originals, all of which taken together shall be construed as one document.

23. Signature. A signature by facsimile or email on this Agreement shall be as legally binding as an original signature.

24. Governing Law. This Agreement shall be governed and conformed in accordance with the laws of the State of California, without regard to its conflicts of law principles.

PLEASE READ CAREFULLY. THIS AGREEMENT INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

Executed on 10/25/2022 17:40 UTC, 2022 by:

Bryan Padilla
Bryan Padilla

Executed on 10/25/2022 22:25 UTC, 2022 by:

Leena Fana
Counsel for Bryan Padilla

Executed on 10/26/2022, 2022 by:

Susan Cece
Susan Cece (Oct 26, 2022 10:31 EDT)
for Sika Corporation

Executed on _____, 2022 by:

[Signature]
for Sika Corporation