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

LUIS P. SOLIS, an individual;

Plaintiff,

v.

S & F ELECTRIC an unknown business entity;  
S & I CONSTRUCTION INC., an unknown  
business entity; YACOV SASSON, an  
individual; SHMUEL FLIGELMAN, an  
individual; and DOES 1 through 20, inclusive;

Defendants.

Case Number: 23STCV09199

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

*[Filed concurrently with Declaration of Sarkis  
Sirmabekian, Esq.; and [Proposed] Order]*

Plaintiff LUIS P. SOLIS ("Plaintiff") and Defendants S & F ELECTRIC, S & I  
CONSTRUCTION INC., YACOV SASSON and SHMUEL FLIGELMAN ("Defendants")  
(collectively, "the Parties"), by and through their respective counsel of record, hereby stipulate as  
follows:

**DEFINITIONS**

1. "Action" means the Plaintiff's PAGA lawsuit alleging wage and hour violations against DEFENDANTS, Case No. 23STCV09199 initiated on April 25, 2023 and pending in Superior Court of the State of California, County of Los Angeles.
2. "Administrator" means Phoenix Settlement Administrators; the neutral entity the Parties have agreed to appoint to administer the Settlement.
3. "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with approval of this Settlement.
4. "Aggrieved Employee" means a person employed by Defendants in California and classified as a current and former non- exempt employee who worked for Defendants during the PAGA Period.
5. "Court" means the Superior Court of California, County of Los Angeles.
6. "Defense Counsel" means THE LAW OFFICE OF SHELDON ROSENFELD, 16530 Ventura Blvd Ste 208, Encino, CA 91436.
7. "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 as of the latest of the following occurrences: (a) the day the Court enters Judgment "Aggrieved Employees' Counsel" means Sarkis Sirmabekian, Esq. of Sirmabekian Law Firm, PC.
8. "Gross Settlement Amount" means \$100,000.00 which is the total amount Defendants agrees to pay under the Settlement. The Gross Settlement Amount will be used to pay Plaintiff's Individual Settlement of \$80,000, Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator's Expenses Payment.
9. "Judgment" means the judgment entered by the Court based upon the Final Approval.

- 1 10. "LWDA" means the California Labor and Workforce Development Agency, the agency  
2 entitled, under Labor Code section 2699, subd. (i).
- 3 11. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under  
4 Labor Code section 2699, subd. (i).
- 5 12. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments  
6 in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA  
7 Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and  
8 the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees  
9 as Individual PAGA Payments.
- 10 13. "PAGA Counsel" means Sirmabekian Law Firm, PC, the attorneys representing the Plaintiff  
11 in the Action.
- 12 14. "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the  
13 amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and  
14 expenses, respectively, incurred to prosecute the Action.
- 15 15. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for  
16 Defendants for at least one day during the PAGA Period.
- 17 16. "PAGA Period" means the period between April 21, 2022, and January 24, 2024.
- 18 17. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. Et seq.).
- 19 18. "PAGA Notice" means Plaintiff April 21, 2023 letter to Defendants and the LWDA providing  
20 notice pursuant to Labor Code section 2699.3, subd. (a).
- 21 19. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross  
22 Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to LWDA in  
23 settlement of PAGA claims.
- 24 20. "Plaintiff" means Luis P. Solis, the named plaintiff in the Action.
- 25 21. "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.
- 26 22. "Released PAGA Claims" means the claims being released by the Plaintiff and PAGA Counsel  
27 and as described in Paragraph 5 of the PAGA Settlement.
- 28

1 23. "Released Parties" means: DEFENDANTS and each of its former and present directors,  
2 officers, shareholders, owners, attorneys, insurers, predecessors, successors, and assigns.

3 24. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

4 **RECITALS**

5 **WHEREAS**, the PAGA Settlement Agreement was fully executed on April 24, 2024, by and  
6 between plaintiff Luis P. Solis ("Plaintiff") and defendants S & F Electric, S & I Construction INC.,  
7 Yacov Sasson and Shmuel Fligelman ("Defendants"). The Agreement refers to Plaintiff and  
8 Defendants collectively as "Parties," or individually as "Party."

9 **WHEREAS**, on or about April 21, 2023, Plaintiff by and through Plaintiff's counsel, sent a  
10 notice to the California Labor Workforce Development Agency ("LWDA") and Defendants (the  
11 "PAGA Notice") alleging that Defendants engaged in violations of the California Labor Code and  
12 California Wage Orders, seeking civil penalties pursuant to the California Labor Code Private  
13 Attorneys' General Act ("PAGA"). Pursuant to Labor Code section 2699.3, subd. (a), Plaintiff gave  
14 timely written notice to DEFENDANTS and the LWDA by sending the PAGA Notice.

15 **WHEREAS**, on or about April 25, 2023, Plaintiff commenced this Action by filing a  
16 Complaint alleging causes of action against DEFENDANTS for California wage and hour claims,  
17 PAGA, penalties, interest. The April 25, 2023 Complaint is the operative complaint in the Action  
18 (the "Operative Complaint.")[. DEFENDANTS denies the allegations in the Operative  
19 Complaint, denies any failure to comply with the laws identified in in the Operative Complaint  
20 and denies any and all liability for the causes of action alleged.

21 **WHEREAS**, on or about January 24, 2024, the Parties participated in an all-day mediation  
22 presided over by Hon. Thomas L. Willhite, Jr., Esq. which led to this Agreement to settle the  
23 Action. *Id. At §2.3.*

24 **WHEREAS**, The Parties, PAGA Counsel and Defense Counsel represent that they are  
25 not aware of any other pending matter or action asserting claims that will be extinguished or  
26 affected by the Settlement. *Id. At §2.5.*

27 **WHEREAS**, based on a review of its records to date, DEFENDANTS estimates there are 16  
28 Aggrieved Employees who worked a total 416 of PAGA Pay Periods. *Id. At §4.1*

1       **WHEREAS**, Defendants vigorously dispute and deny the allegations and various causes of  
2 action asserted in the Action, including, without limitation, Plaintiff's individual claims and the  
3 Aggrieved Employees' claim for civil penalties pursuant to PAGA;

4       **WHEREAS**, the Parties engaged in an informal exchange of documents and information  
5 including Defendants' financial records. The Parties have also conducted extensive independent  
6 investigation and evaluations of the claims and defenses in this matter. Both Plaintiff's counsel and  
7 Defendants' counsel have significant experience litigating and resolving the type of wage-and-hour  
8 claims alleged in the Action, including claims for civil penalties under PAGA;

9       **WHEREAS**, according to the PAGA Settlement Agreement, Plaintiff's "PAGA Claims" are  
10 defined as any and all claims for civil penalties pursuant to PAGA based on the allegations in  
11 Plaintiff's Complaints and/or PAGA Notices, broadly construed, including, but not limited to, civil  
12 penalties based on or arising from California Labor Code Sections 98.6, 200, 201, 201.5, 202, 203,  
13 204, 205.5, 206, 206.5, 208, 210, 215, 216, 218.5, 221, 223, 224, 225.5, 226, 226(a)(1), 226(a)(5),  
14 226(a)(8), 226(a)(9), 226(c), 226I(1), 226(f), 226.3, 226.6, 226.7, 226.8, 227.3, 233 *et seq.*, 246, 247,  
15 432.5, 450, 500, 510, 512, 512(a), 551, 552, 553, 558, 558(a)(3), 558.1, 1102.5, 1174, 1174.5, 1175,  
16 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.2, 1198, 1198.5, 1198.5(k), 1199, 1776, 2698 *et seq.*,  
17 2699.3(c)(1), 2699(i), 2802 and 2810.5 *et seq.*, California Code of Civil Procedure Section 1021.5,  
18 3294, California Constitution Article I § 8, Government Code Section 12926.1, 12940 *et seq.*,  
19 12940(h) *et seq.*, 12940(m), 12940(n), 12945.2, 12945.2(c)(3)(C), 12965(b), 12965(c) California  
20 Business and Professions Code Section 17200 *et seq.*, and the California Wage Orders, whether known  
21 or unknown, suspected or unsuspected, concealed or hidden, that were alleged in the Action and/or  
22 the PAGA Notice, or that could have been alleged in the Action and/or PAGA Notices, which Plaintiff  
23 and any Aggrieved Employee have or had at any time through and including the Approval Date,  
24 against any of the Releases identified in the PAGA Settlement Agreement. A true and correct copy of  
25 the PAGA Settlement Agreement is attached hereto as "**EXHIBIT A**", and its defined terms are  
26 hereby incorporated by reference.

27       **WHEREAS**, California Labor Code Section 2699(l)(2) requires that this Court review and  
28 approve any settlement pursuant to PAGA.

1       **WHEREAS**, the Parties recognize that the issues presented in the Action are likely only to be  
2 resolved with extensive and costly discovery, pretrial and trial proceedings, and that further litigation  
3 will cause inconvenience, distraction, disruption, delay and expense disproportionate to the potential  
4 benefits of litigation. The Parties agree that it reflects their good faith compromise of the claims raised  
5 in the Action, based upon their assessment of the mutual risks and costs of further litigation and the  
6 assessments of their respective counsel.

7       **WHEREAS**, the parties agree to fully cooperate to obtain approval of the settlement, pursuant  
8 to the terms set forth herein. The Parties also pledge their good faith effort and fair dealing in providing  
9 assistance and assent to a final Joint Stipulation for Settlement (or similar long-form Settlement  
10 Agreement), and in effectuating the terms of the settlement of Plaintiff's representative claims asserted  
11 in the Action.

12       **WHEREAS**, the Parties have concurrently submitted a copy of this PAGA Stipulation and  
13 PAGA Settlement Agreement to the LWDA in accordance with Labor Code Section 2699(1)(2), and a  
14 proof of service to the LWDA is attached hereto.

15       **WHEREAS**, in addition to individual settlements separately agreed upon between the Parties,  
16 DEFENDANTS promises to pay \$100,000.00 and no more as the Gross Settlement Amount.  
17 DEFENDANTS have no obligation to pay the Gross Settlement Amount prior to the deadline stated  
18 in Paragraph 6.1 of this Agreement. The Administrator will disburse the entire Gross Settlement  
19 Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of  
20 payment. None of the Gross Settlement Amount will revert to Defendants. *Id. at* §3.1.

21       **WHEREAS**, The Administrator will make and deduct the following payments from the Gross  
22 Settlement Amount, in the amounts specified by the Court in the Final Approval, as follows: *Id. at*  
23 §3.2.

- 24       i.     To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 33.33% which  
25             is currently estimated to be \$6,666.66 and PAGA Counsel Litigation Expenses  
26             Payment of not more than \$1,000.00. DEFENDANTS will not oppose requests for  
27             Court approval of these payments provided that they do not exceed these amounts.  
28             Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel

1 Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA  
2 Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than  
3 amount requested, the Administrator will allocate the remainder to the Net Settlement  
4 Amount. Released Parties shall have no liability to PAGA Counsel or any other  
5 Plaintiffs Counsel arising from any claim to any portion any PAGA Counsel Fee  
6 Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will  
7 pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using  
8 one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability  
9 for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation  
10 Expenses Payment and holds DEFENDANTS harmless, and indemnifies  
11 DEFENDANTS, from any dispute or controversy regarding any division or sharing of  
12 any of these Payments. *Id. at §3.2.1.*

13 ii. To the Administrator: An Administrator Expenses Payment not to exceed \$3,000.00  
14 except for a showing of good cause and as approved by the Court. To the extent the  
15 Administration Expenses are less or the Court approves payment less, the  
16 Administrator will retain the remainder in the Net Settlement Amount. A true and  
17 correct copy of a quote from the settlement administrator Phoenix is attached hereto as  
18 **“EXHIBIT B”**. *Id. at §3.2.2.*

19 iii. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of  
20 \$20,000.00 to be paid from the Gross Settlement Amount, with 75% (\$500.00)  
21 allocated to the LWDA PAGA Payment and 25% (\$166.66) allocated to the Individual  
22 PAGA Payments. *Id. at §3.2.3.*

23 aa. The Administrator will calculate each Individual PAGA Payment by (a) dividing  
24 the amount of the Aggrieved Employees' 25% share of PAGA Penalties by the total  
25 number of PAGA Period Pay Periods worked by all Aggrieved Employees during the  
26 PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA  
27 Period Pay Periods. Aggrieved Employees assume full responsibility and liability for  
28 any taxes owed on their Individual PAGA Payment. *Id. at §3.2.3.1.*

1           bb. If the Court approves PAGA Penalties of less than the amount requested, the  
2           Administrator will allocate the remainder to the Net Settlement Amount. The  
3           Administrator will report the Individual PAGA Payments on IRS 1099 Forms. *Id. at*  
4           §3.2.3.2.

5           **WHEREAS**, Plaintiff agrees that counsel for Plaintiff will notify the LWDA of the settlement  
6           at the same time the settlement is submitted to the Court for approval, seek approval of the settlement,  
7           and perform any and all statutory tasks as required by law.

8           **WHEREAS**, the Parties further agree that should the Court deny approval of the settlement  
9           based on the allocation, the Parties agree to re-negotiate in good faith in an effort to obtain approval  
10          of the settlement.

11          **WHEREAS**, Effective on the date when DEFENDANTS fully funds the entire Gross  
12          Settlement Amount Plaintiff and PAGA Counsel will release claims against all Released Parties as  
13          follows:

14          A. Plaintiff's Release. Plaintiff and his or her respective former and present spouses,  
15          representatives, agents, attorneys (including PAGA Counsel), heirs, administrators,  
16          successors, and assigns generally, release and discharge Released Parties from all claims,  
17          transactions, or occurrences [that occurred during the PAGA Period], including, but not  
18          limited to: (a) all claims that were, or reasonably could have been, alleged, based on the  
19          facts contained in the Operative Complaint and the PAGA Notice“ ("Plaintiff's Release").  
20          Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or  
21          to any claims for vested benefits, unemployment benefits, disability benefits, social  
22          security benefits, workers' compensation benefits that arose at any time, or based on  
23          occurrences outside the PAGA Period. Plaintiff acknowledges that Plaintiff may discover  
24          facts or law different from, or in addition to, the facts or law that Plaintiff now knows or  
25          believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain  
26          effective in all respects, notwithstanding such different or additional facts or Plaintiffs  
27          discovery of them. *Id. at §5.1*

1 a. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For  
2 purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the  
3 provisions, rights, and benefits, if any, of section 1542 of the California Civil Code,  
4 which reads:

5 **A general release does not extend to claims that the creditor**  
6 **or releasing party does not know or suspect to exist in his or**  
7 **her favor at the time of executing the release, and that if**  
8 **known by him or her would have materially affected his or her**  
9 **settlement with the debtor or Released Party. *Id. at §5.1.1.***

10 B. Release by Aggrieved Employees: All Aggrieved Employees are deemed to release, on  
11 behalf of themselves and their respective former and present representatives, agents,  
12 attorneys, heirs, administrators, successors, and assigns, the Released Parties from all  
13 claims for PAGA penalties that were alleged, or reasonably could have been alleged, based  
14 on the PAGA Period facts stated in the Operative Complaint [,] [and] the PAGA Notice.  
15 *Id. at §5.2*

16 C. Release by PAGA Counsel: PAGA Counsel release on behalf of their present and former  
17 attorneys, employees, agents, successors and assigns the Released Parties from all claims  
18 for PAGA Fees incurred in connection with the Operative Complaint and the PAGA Period  
19 facts stated in the Operative Complaint and the PAGA Notice. *Id. at §5.3.*

20 **WHEREAS**, based on a review of its records to date, DEFENDANTS estimates there are 16  
21 Aggrieved Employees who worked a total 416 of PAGA Pay Periods. *Id. at §4.1*

22 **WHEREAS**, within [15] days, DEFENDANTS will simultaneously deliver the Aggrieved  
23 Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect  
24 Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data  
25 in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other  
26 purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need  
27 access to the Aggrieved Employee Data to effect and perform under this Agreement. DEFENDANTS  
28 have a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved

1 Employee Data omitted employee identifying information and to provide corrected or updated  
2 Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by  
3 which DEFENDANTS must send the Aggrieved Employee Data to the Administrator, the Parties and  
4 their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any  
5 issues related to missing or omitted Aggrieved Employee Data. *Id. at §4.2.*

6 **WHEREAS**, DEFENDANTS shall fully fund the Gross Settlement Amount by transmitting  
7 the funds to the Administrator no later than [ 14] days after the Effective Date. *Id. at §4.3.*

8 **WHEREAS**, within [14] days after DEFENDANTS funds the Gross Settlement Amount, the  
9 Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the  
10 Administration Expenses Payment, the PAGA Counsel Expenses Payment. Disbursement of the  
11 PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA  
12 Payments. *Id. at §4.4.*

13 **WHEREAS**, discovery is stayed in the Action while the Parties work toward settlement and  
14 court approval of the settlement. The Parties shall submit stipulations of settlement within 30 days of  
15 execution of a full and complete settlement agreement, which fully executed settlement agreement  
16 should occur within 45 days of the settlement.

17 **WHEREAS**, the Parties agree that this PAGA Settlement is not evidence that the operative  
18 complaint filed in the Action by Plaintiff has any merit, nor does it constitute an admission of any  
19 wrongdoing by Defendants. Defendants do not admit to liability or to the suitability of this case for  
20 representative litigation other than for purposes of settlement. This PAGA Settlement will not be  
21 deemed admissible in any other proceeding or in this proceeding other than to effectuate this  
22 settlement. If the Court does not grant approval of this settlement, then the Parties revert to their  
23 previous positions and Defendants will contend that a representative action is not appropriate.

24 **WHEREAS**, the Parties to this PAGA Settlement are represented by competent counsel, and  
25 they have had an opportunity to consult with counsel. The Parties to this PAGA Settlement agree that  
26 it reflects their good faith compromise of the claims raised in the Action, based upon their assessment  
27 of the mutual risks and costs of further litigation and the assessments of their respective counsel.

28 **WHEREAS**, the Parties agree that this PAGA Settlement is confidential (except for purposes

1 of enforcement) and that no Party will communicate with or to anyone the settlement or anything to  
2 do with the settlement, including, but not limited, to the issuance of any press release nor other public  
3 or non-public representation regarding the settlement other than as necessary to obtain Court approval  
4 and effectuate the terms of the settlement. The Parties and their counsel agree that they will not initiate  
5 or have any contact with the press, respond to any press inquiry, or have any communication with the  
6 press about this case.

7 **WHEREAS**, the Parties intend that this PAGA Settlement shall be fully enforceable and  
8 binding upon all Parties, and that it shall be admissible and subject to disclosure in any proceeding to  
9 enforce its terms under Code of Civil Procedure section 664.6 and any other applicable statute or law,  
10 notwithstanding the mediation confidentiality provisions that otherwise might apply under local,  
11 federal and state law.

12 **WHEREAS**, the Parties agree that the subsequent filing of a Joint Stipulation of Settlement  
13 (or similar Settlement Agreement) is for settlement purposes only and if, for any reason, the settlement  
14 is not approved, the Joint Stipulation of Settlement and this PAGA Settlement will be of no force or  
15 effect.

16 **WHEREAS**, the Defendants shall not authorize or knowingly permit any disparaging or  
17 critical statements in reference to Plaintiff's employment with Defendants. In response to requests for  
18 employment verification, Defendants will only provide (i) dates of Plaintiff's employment and (ii)  
19 position.

20 The Parties shall not make any disparaging or critical statement about, relating or pertaining  
21 to, or otherwise involving each other.

22 **WHEREAS**, the Parties agree to jointly prepare and file an application or motion for approval  
23 of this Settlement.

24 **WHEREAS**, Plaintiff will prepare and deliver to Defense Counsel all documents necessary  
25 for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a  
26 draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the  
27 Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its  
28 willingness to serve; competency; operative procedures for protecting the security of Aggrieved

1 Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other  
2 misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees  
3 or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel  
4 or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely  
5 transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code  
6 section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (1)(1)), this  
7 Agreement (Labor Code section 2699, subd. (1)(2)); (iv) a redlined version of the parties' Agreement  
8 showing all modifications made to the Model Agreement ready for filing with the Court; and (v) all  
9 facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the  
10 Administrator. In their Declarations, Plaintiff and PAGA shall aver that they are not aware of any  
11 other pending matter or action asserting claims that will be extinguished or adversely affected by the  
12 Settlement.

13 **WHEREAS**, this Court shall retain jurisdiction to enforce the terms of the PAGA Settlement  
14 Agreement pursuant to California Code of Civil Procedure Section 664.6; and

15 **NOW THEREFORE**, the Parties jointly request that the Court approve the PAGA Settlement  
16 set forth in the PAGA Settlement Agreement and enter judgment accordingly to its terms.

17  
18  
19 *[SIGNATURE PAGE FOLLOWS]*  
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1 DATED: May 10, 2024

SIRMABEKIAN LAW FIRM, PC

2  
3 By:

  
Sarkis Sirmabekian, Esq.  
Attorney for Plaintiff

4  
5  
6  
7  
8 DATED: May 10, 2024

THE LAW OFFICE OF SHELDON ROSENFELD

9  
10  
11 By:

  
Rosenfeld Sheldon, Esq.  
Attorney for Defendants

# **EXHIBIT A**

## Settlement Agreement and Release

This Settlement Agreement and Release (hereinafter "Agreement") is entered into by and between LUIS P. SOLIS (hereinafter "PLAINTIFF" or "Releasor"), on his personal behalf and in his representative capacity on behalf of the alleged Aggrieved Employees) and on behalf of the State of California as a Private Attorney General, on the one hand, and S & F ELECTRIC, S & I CONSTRUCTION INC, YACOV SASSON, SHMUEL FLIGELMAN, AVIYA IBGUY, and JONATHAN SOLOMON IVGI ("DEFENDANTS"; collectively DEFENDANT and PLAINTIFF shall be referred to individually as a "Party" or collectively as the "Parties"). This agreement is subject to the approval of the Court in accordance with California Labor Code section 2699 subd. (1)(2), and if not approved, shall be null and void.

### Recitals

WHEREAS, on April 25, 2023, as amended on July 11, 2023, PLAINTIFF filed a Complaint in Los Angeles Superior Court, Case No. Case No. 23STCV09199 ("the Action"), against DEFENDANTS alleging the following claims for, inter alia, minimum wage violations; unpaid overtime; meal and rest period violations; wage statement violations, disability discrimination under FEHA; wrongful termination under FEHA; and civil penalties under the Private Attorney General Act of 2004, California Labor Code section 2698 et seq. ("PAGA");

WHEREAS, prior to initiating the Action, on April 21, 2023, PLAINTIFF submitted a letter to the LWDA via the LWDA's website, and mailed a copy to DEFENDANTS via certified mail, in accordance with the requirements of California Labor Code section 2699.3;

WHEREAS, DEFENDANTS deny and dispute all of PLAINTIFF'S allegations and contend that neither the PLAINTIFF nor any other individual has incurred any loss or damages as a result of any conduct alleged in the Action;

WHEREAS, DEFENDANTS estimate there are 16 Aggrieved Employees who worked a total of 416 PAGA pay periods; the reasonable accuracy of this estimate is a material term to this Agreement;

WHEREAS, the Parties desire to avoid the disruption, inconvenience, uncertainty, and costs associated with further litigation of any claims that the PLAINTIFF has, had, or may claim to have arising out of his employment with Defendants;

WHEREAS, the Parties believe and agree that this Agreement provides for a fair, adequate, and reasonable resolution of all the PAGA claims and non-PAGA claims, and have arrived at the settlement after extensive, arms-length negotiations, taking into account all relevant factors, present and potential.

NOW, THEREFORE, in consideration of the obligations upon PLAINTIFF and DEFENDANTS as set forth in this Agreement, the sufficiency of which is hereby acknowledged by all Parties, the Parties agree as follows:

### 1. DEFINITIONS

- a. "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 as of the latest of the following occurrences: (a) the day the Court enters Judgment.

- b. "Court" means, the Superior Court for the State of California, Los Angeles. "Court" shall also mean any other court that acquires proper jurisdiction of this Action.
- c. "Court Approval" means the Court's approval of the settlement of the PAGA Claims (as defined below) under this Agreement, as required under California Labor Code section 2699, subd (1)(2).
- d. "Complaint" means the operative complaint in the Action filed with the Court by the Plaintiff.
- e. "Plaintiff's Counsel" means Sarkis Sirmabekian of the Sirmabekian Law Firm, PC, 3435 Wilshire Blvd., Ste. 1710, Los Angeles, CA 90010.
- f. "Defense Counsel" means Sheldon Rosenfield, A Law Corp.
- g. "Covered Period" shall mean the period commencing from April 21, 2022 through the date of Court Approval.
- h. "Aggrieved Employee" shall mean a person employed by DEFENDANTS during the Covered Period.
- i. "LWDA" means the State of California Labor and Workforce Development Agency.
- j. "Releasees" means DEFENDANTS and all of their respective past, present and future directors, officers, owners, board members, agents, partners, joint venturers, affiliates, representatives, business entities, dbas, subsidiary, parent and affiliate corporations or companies, successors, insurers, attorneys, volunteers and assigns, and each of them (hereinafter "Releasees").
- k. "PAGA Claims" means Aggrieved Employee's claims for PAGA penalties during the Covered Period that were alleged in the Complaint, as well as any and all claims for PAGA penalties that could have been asserted in the Complaint based on the facts alleged therein. "PAGA Claims" does not include any individual claims of an Aggrieved Employee.
- l. "Individual Settlement Value" means the amount of money DEFENDANTS will pay the PLAINTIFF in exchange for his general releases of his individual, non-PAGA, claims, as described herein, which Eighty Thousand Dollars and Zero Cents (\$80,000.00).
- m. "Gross Settlement Value" or "GSV" means the total amount of money DEFENDANTS will pay in consideration for this Settlement, which is Hundred Thousand Dollars and Zero Cents (\$100,000.00) Under no circumstances shall the GSV exceed \$100,000.00.

- n. Defendants S & F Electric, Yacov Sasson, Shmuel Fligelman (collectively "S&F") shall be jointly and severally liable for \$60,000.00 of the GSV, which shall be paid in lump sum on May 1, 2024, or 10 days after Court Approval, whichever is later.
- o. Defendants S&I Construction, Inc., Aviya Ibguy and Jonathan Solomon Ivgi (collectively "S&I") shall be jointly and severally liable for \$40,000.00 of the GSV, which shall be made in 4 consecutive monthly payments of \$10,000 starting June 5, 2024, or 10 days after Court Approval, whichever is later.
- p. As a precedent to this settlement, Parties shall concurrently enter into the Judgment attached as Exhibit A to this Settlement Agreement.
- q. The GSV consists of the following allocations ("PAGA Payments"):
  - i. PLAINTIFF'S Counsel's fees and costs;
  - ii. The Individual Settlement Value to PLAINTIFF totaling \$80,000.00;
  - iii. The total penalties allocated toward the PAGA Claims ("PAGA Value") totaling Twenty Thousand Dollars (\$20,000.00). From the PAGA Value, 33.33% shall be paid to Plaintiff's Counsel for PAGA counsel fees, \$75.00 for PAGA costs, and \$3,000.00 to Phoenix Settlement Administrators. The remaining difference ("NET PAGA Value") shall be paid as follows: 75% shall be paid to the LWDA ("LWDA Penalty"), and 25% shall be paid to Aggrieved Employees ("Employee Penalty").
    - a. The Settlement Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of NET PAGA Value by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility for any taxes owed on their Individual PAGA Payment.
    - b. The Settlement Administrator will report the Individual PAGA Payments on IRS 1099 Forms.
  - iv. No portion of the GSV will revert to Defendants for any reason.
  - v. Within 15 business days after the Court grants Approval, DEFENDANTS shall provide a list of Aggrieved Employees and all necessary information to the Administrator. Within 30 days after the Court grants Approval, the Administrator will mail the Court approved notices and disbursement forms to the Aggrieved Employees.
  - vi. For any notices or checks returned as undeliverable or notifying the Administrator that the Aggrieved Employee is no longer at the address, the Administrator shall perform a skip-trace on that individual and re-mail the notice and claim form within three (3) business days of receiving information that the mailing was undeliverable or the Aggrieved Employee was no longer at the address to the new address found in under the skip-trace.

- vii. 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.
- viii. An Aggrieved Employee may object to the calculation(s) on which Individual Payments are based. Such Objection must be received by the Administrator within 60 days of the date the Administrator mails the Court-Approved Notices. The Administrator shall immediately consult with the Parties to determine whether an adjustment is warranted. Any dispute over the Objection must be resolved by the Parties within 30 days of receipt of the Objection. Any disputes unresolved within this specified time period shall be promptly submitted to the Court by the Parties to be resolved by the Court within 90 days of receipt of Objection.
- ix. The Court approved notices will be translated into Spanish by the Administrator.

## **2. PAYMENT TO PLAINTIFF**

DEFENDANTS shall deliver to PLAINTIFF'S Counsel the Gross Settlement Value, which shall be payable to "Sirmabekian Law Firm Client Trust Account", per the terms in Section 1 above, and will be reported on IRS Form 1099.

Payment of the Gross Settlement Value shall be due to PLAINTIFF per the terms in Section 1 above, if each of the conditions in the Agreement have been met. PLAINTIFF specifically acknowledges and understands that Payment shall not be due until all of the conditions below have been met:

- a. Full execution of this Agreement;
- b. Full approval by the Los Angeles Superior Court of any PAGA settlement;
- c. Receipt by DEFENDANTS of PLAINTIFF's properly completed IRS W-9 Form;
- d. Receipt by DEFENDANTS of PLAINTIFF's counsel's properly completed IRS W-9 Form on the current, October 2018 revision
- e. Expiration of the seven (7) day revocation period referenced in paragraph 15 (entitled "Release of Rights and Claims Under the ADEA") and absent a revocation and receipt of written confirmation from CLAIMANT'S counsel that CLAIMANT did not exercise his right to revocation.

PLAINTIFF acknowledges that he has obtained no advice from the Releasees and that neither the Releasees nor their attorneys have made any representations regarding the tax consequences, if any, to him regarding the payment provided for in this section. PLAINTIFF understands that the taxability of the payment provided for in this section shall be governed by applicable federal, state and local tax laws and regulations, and that he shall be solely responsible for any taxes, interest and penalties that he might owe with respect to such payment. PLAINTIFF further agrees that, in the event that PLAINTIFF fails to pay the taxes that are due as a result of the payment made pursuant to this Agreement and any taxing authority looks to Releasees for satisfaction of any tax liability, penalties, fines, interest or withholdings associated with the payment provided for in this section, he shall indemnify and hold harmless Releasees for all taxes, penalties, interest, withholdings, amounts paid in settlement to any taxing authority, and expenses, including but not limited to, defense expenses and attorneys' fees, with regard to the payments.

### **3. COURT APPROVAL, COOPERATION, AND PLAINTIFFS' COUNSELS' ATTORNEYS' FEES AND COSTS.**

The Parties shall mutually cooperate and stipulate to Court Approval of this Settlement Agreement. Should the Court require a motion, PLAINTIFF shall file a motion the Court for approval within 60 days after all parties have executed of this Settlement Agreement, or by notice deadline of the earliest hearing date available with the Court, whichever is later. In requesting Court approval of this Agreement, PLAINTIFF shall file a noticed motion with the Court. Not later than one week prior to filing the motion, PLAINTIFF'S Counsel shall send a draft to Defense Counsel for comments. The motion will include a declaration from PLAINTIFF'S Counsel explaining why the Settlement of the PAGA Claims should be approved by the Court as fair, reasonable, and adequate. DEFENDANT shall not oppose the motion so long as it is consistent with the terms of this Agreement.

The Parties acknowledge that the PAGA Payments are not guaranteed and could be denied by the Court. Thus, the PAGA Payments are expressly conditioned upon Court Approval. Should the Court deny the PAGA Payments, this entire Agreement shall be voidable by any Party.

The Parties agree to fully cooperate with each other to accomplish the terms of this Agreement, including but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement the terms of this Agreement. The Parties shall use their best efforts, including all efforts contemplated by this Agreement and other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Agreement and the terms set forth herein. As soon as practicable after execution of this Agreement, PLAINTIFF'S Counsel shall, with the assistance and cooperation of DEFENSE counsel, take all necessary steps to secure Court Approval.

### **4. NOTIFYING THE LWDA OF THIS AGREEMENT AND SENDING THE LWDA PAYMENT; ADMINISTRATION**

Prior to requesting Court Approval of this Settlement, PLAINTIFF'S Counsel shall submit a copy of this Agreement to the LWDA, as required by California Labor Code section 2699 subd. (1)(2). Verification of the submission to the LWDA shall be included as an exhibit to PLAINTIFF'S Counsel's declaration in support of the motion for Court Approval.

The Parties select Phoenix Administrators as the settlement administrator, who shall ensure timely distribution of the PAGA penalties to the LWDA and aggrieved employees.

### **5. NOTICE OF SETTLEMENT.**

Counsel for PLAINTIFF shall file a Notice of Settlement of this Action in the Superior Court of California, County of Los Angeles within five (5) days of the full execution of this Agreement.

### **6. DISMISSAL.**

Subject to the Court's Approval, Counsel for PLAINTIFF shall provide counsel for DEFENDANT with an executed Request for Dismissal with Prejudice suitable for filing in the Superior Court of California, County of Los Angeles within five (5) days of court approval and

receipt and clearance of the GSV. Should the Court not approve dismissal, the Parties will comply by mutually drafting a proposed Judgment.

## **7. RELEASES**

Release by PLAINTIFF. PLAINTIFF hereby releases and forever discharges DEFENDANTS and all of their respective past, present and future directors, officers, owners, board members, employees, employers, agents, partners, joint venturers, affiliates, representatives, business entities, dbas, subsidiary, parent and affiliate corporations or companies, successors, insurers, attorneys, volunteers and assigns, and each of them (hereinafter "Releasees") from any and all claims of whatever nature, whether known or unknown, which exist or may exist on PLAINTIFF behalf against Releasees as of the date of this Agreement, including but not limited to any and all tort claims, contract claims, equitable claims, breach of fiduciary duty claims, ERISA claims, wrongful termination claims, public policy claims, retaliation claims, discrimination claims, harassment claims, statutory claims, personal injury claims, emotional distress claims, invasion of privacy claims, defamation claims, fraud claims, quantum meruit claims, and any and all claims arising under any federal, state or other governmental statute, law, regulation or ordinance covering discrimination, harassment or retaliation in employment or the payment of wages and benefits, including but not limited to Title VII of the Civil Rights Act of 1964, as amended, the American with Disabilities Act, the Age Discrimination in Employment Act, the Equal Pay Act, the Fair Labor Standards Act, the California Labor or Government Code, the Employee Retirement Income Security Act, the California Family Rights Act, the Private Attorney General Act, and the California Fair Employment and Housing Act.

DEFENDANTS agree to release and forever discharge PLAINTIFF from any and all claims, causes of action and liabilities of any kind (including attorney's fees, interest, expenses and costs actually incurred) of any nature whatsoever, known or unknown, suspected or unsuspected which DEFENDANTS now has or had, or which DEFENDANTS at any time hereafter may have or allege to have against PLAINTIFF.

Release of PAGA Claims: Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the Covered Period facts stated in the Complaint and accompanying PAGA Notice in the Action.

## **8. WAIVER OF RECOVERY.**

PLAINTIFF will not engage in or assist in any litigation against DEFENDANTS or any Releasee relating to anything occurring prior to the effective date of this Agreement, except as compelled by order of a court or as necessary to participate in an investigation or proceeding conducted by the EEOC, the DFEH, or other governmental agency. PLAINTIFF further acknowledges and understands that this Agreement does not prohibit PLAINTIFF from filing an administrative charge or claim with: (a) the EEOC or DFEH or any state or local agency authorized to accept such charge or claim, or (b) the United States National Labor Relations Board. This Agreement does, however, preclude PLAINTIFF from receiving any monetary, injunctive, or other personal relief related in whole or in part to claims released in this Agreement. Should any individual or entity who is not subject to this Agreement bring an administrative charge, claim, or action against DEFENDANTS or any Releasee that results in assignable recovery or relief for

PLAINTIFF, PLAINTIFF waives any right to such recovery or relief and specifically assigns to DEFENDANT and/or any Releasee, as the case may be, the right to any such recovery or relief arising from such proceeding.

#### **9. ATTORNEY'S FEES.**

Each party shall be responsible for bearing their own costs, expenses and attorneys' fees incurred in connection with the parties' dispute as well as the negotiation and the completion of this settlement.

#### **10. NO FILING OF CLAIMS.**

PLAINTIFF represents and warrants that he does not presently have on file any claims, charges, grievances, actions, appeals or complaints against Releasees in or with any administrative, state, federal or governmental entity, agency, board or court, or before any other tribunal or arbitrator(s), public or private, based upon any actions occurring prior to the date of this Agreement other than the present action and the corresponding DFEH and LDWA notices. PLAINTIFF agrees, represents, and warrants that he shall not file any new claims, charges, grievances, actions, appeals or complaints against Releasees in or with any administrative, state, federal or governmental entity, agency, board or court, or before any other tribunal or arbitrator(s), public or private, based upon any actions occurring prior to the date of this Agreement.

#### **11. WAIVER OF UNKNOWN CLAIMS.**

It is further understood and agreed by the PLAINTIFF and DEFENDANTS that as a condition of this Agreement, the PLAINTIFF and DEFENDANTS hereby expressly waive and relinquish any and all claims, rights or benefits that PLAINTIFF may have against DEFENDANTS, and DEFENDANTS may have against PLAINTIFF under California *Civil Code* section 1542, 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."

In connection with such waiver and relinquishment, the PLAINTIFF and DEFENDANTS hereby acknowledge that they or their attorneys may hereafter discover claims or facts in addition to, or different from, those that the PLAINTIFF and DEFENDANTS now know or believe to exist, but that the PLAINTIFF and DEFENDANTS expressly agree to fully, finally and forever settle and release any and all claims, known or unknown, suspected or unsuspected, which exist or may exist on her behalf against each other at the time of execution of this Agreement, including, but not limited to, any and all claims of whatever nature relating to PLAINTIFF'S alleged employment with DEFENDANTS and his separation therefrom. The PLAINTIFF and DEFENDANTS further acknowledge, understand and agree that this representation and commitment is essential to the PLAINTIFF and DEFENDANTS and that this Agreement would not have been entered into were it not for this representation and commitment.

**12. NON-ADMISSION OF LIABILITY.**

PLAINTIFF acknowledges that Releasees deny any wrongdoing whatsoever in connection with PLAINTIFF and that the settlement agreement made pursuant to this Agreement is made solely for the purpose of compromising disputed claims and avoiding the time, expense and uncertainty of further litigation. It is expressly understood and agreed that nothing contained in this Agreement shall constitute or be treated as an admission of any wrongdoing or liability on the part of Releasees.

**13. CONFIDENTIALITY.**

The Parties agree that they will not hereafter, without compulsion of legal process, disclose to others, either directly, indirectly or by implication, the fact or terms of this settlement or the amounts referred to or involved in any way in this Agreement (either by specific dollar amount, by number of "figures", or otherwise), except that they may disclose such information as is necessary to their spouses, attorneys, accountants, other professional advisors, or where disclosure is required by law. Moreover, the Parties may disclose this agreement in full in filings with the Court in seeking Court Approval of the PAGA Settlement. If the Parties are asked a question about the status of the lawsuit, they shall be authorized to state "the matter has been resolved" or "no comment" and no more.

PLAINTIFF further agrees that he will instruct his attorneys not to disclose the terms of this agreement other than as necessary for tax purposes. The Parties further acknowledge and agree that in no way are their respective attorneys' parties to this agreement.

In the event that any of the Parties believe they are legally obligated by statutory or regulatory requirements (including compulsory legal process), to make such disclosures, they shall so notify the opposing party in writing immediately, and in no event less than ten (10) days prior to the date for disclosure. If it is not possible to do so at least ten (10) days in advance, PLAINTIFF will notify Sheldon Rosenfield, A Law Corp, counsel for DEFENDANTS, at (818) 981-4100, while DEFENDANT will notify Sarkis Sirmabekian, counsel for PLAINTIFF, at (818) 473-5003, within twenty-four (24) hours of receiving notice that they are so obligated. If the party receiving such notice takes any action to challenge such disclosure, the party who believes they are legally obligated to make the disclosure shall defer making such disclosure until the opposing party's challenge is finally resolved, unless ordered by a Court to give the information notwithstanding the challenge.

The Parties understand and expressly agree that the confidentiality of this Agreement and its terms is essential and that this Agreement would not have been entered into were it not for this confidentiality.

**14. ACKNOWLEDGEMENT OF WAGES PAID AND NO OTHER AMOUNTS DUE.**

PLAINTIFF acknowledges that upon receipt of the Payment he has been paid any and all wages, salary, bonuses, commissions or other amounts due from DEFENDANT, and that no other amounts are due to PLAINTIFF from DEFENDANT. Consequently, California Labor Code Section 206.5 is not applicable to the resolution of this matter by the PARTIES hereto. Section 206.5 provides in pertinent part as follows:

“An employer shall not require the execution of a release of a claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of those wages has been made. A release required or executed in violation of the provisions of this section shall be null and void as between the employer and the employee. Violation of this section by the employer is a misdemeanor.”

# **15. RELEASE OF RIGHTS AND CLAIMS UNDER THE ADEA.**

PLAINTIFF understands and agrees that:

- A. In consideration of the payment provided for in this Agreement, PLAINTIFF specifically waives all existing rights and claims he may have against Releasees under the Age Discrimination in Employment Act, 29 U.S.C. § 621 et seq. This waiver does not extend to rights or claims that may arise after the date this Agreement is executed;
- B. He has had a reasonable amount of time after receipt of this Agreement within which to review and consider the Agreement;
- C. He is receiving on behalf of DEFENDANTS good and sufficient consideration in addition to anything of value to which she is already entitled;
- D. He has been advised to consult with an attorney of her own choosing before executing this Agreement, which he has done;
- E. This Agreement is written in a manner designed to be understood by him and that he has read it carefully and fully understands its terms;
- F. He is, through and in accordance with the terms set forth in this Agreement, releasing Releasees from any and all claims she has or may come to have against Releasees except those that may arise after the date he executes this Agreement;
- G. He is knowingly and voluntarily agreeing to all of the terms set forth in this Agreement; and
- H. He has, if he wishes, 21 days to consider this Agreement prior to signing it, and seven (7) days after signing this Agreement to revoke his signature. Revocation can be made by delivering a written notice of revocation to Sheldon Rosenfield, A Law Corp at sheldon@lawsr.com. For this revocation to be effective, written notice must be received by Sheldon Rosenfield, A Law Corp no later than the close of business on the seventh (7th) calendar day after the date PLAINTIFF signed this Agreement. If PLAINTIFF revokes this Agreement, it shall not be effective or enforceable and PLAINTIFF will not receive the benefits provided herein.

**16. NON-DISPARAGEMENT.**

The PLAINTIFF and DEFENDANTS agree that they will not hereafter without compulsion of legal process make any disparaging remarks against or about one another or any of their officers, board members, directors, volunteers or employees. Nothing in this agreement prevents PLAINTIFF and DEFENDANTS from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that PLAINTIFF and DEFENDANTS have reason to believe is unlawful.

**17. NEUTRAL REFERENCE.**

In the event DEFENDANTS are contacted with respect to a request for employment references relating to PLAINTIFF, DEFENDANTS hereby agree that the only information that will be disclosed will include the fact of employment, the tenure of employment and the position held.

**18. LIENS.**

PLAINTIFF agrees to defend, indemnify, protect and hold harmless Releasees from any and all liens, rights of subrogation, indemnification claims, contribution claims, defense claims, losses, liability, actions, damages, causes of action, judgments, costs and expenses, including attorneys' fees, whatsoever made by or sustained by or arising from any person, corporation, partnership, state or federal government, governmental agency, hospital, or any other medical provider, health care provider, disability or insurance benefits providers, workers compensation carrier, Medicare, Medicaid, or any other entity arising in whole or in part out of the care and treatment, or in any way connected to the care and treatment, provided to the Releasor for the injury/injuries alleged in the PLAINTIFF's Individual Claims. PLAINTIFF expressly agrees and warrants that PLAINTIFF has disclosed all liens on her recovery in PLAINTIFF'S Individual Claims to Releasees, and agrees to defend, indemnify, protect and hold harmless Releasees from any and all individual claims, losses, actions, damages, settlements, judgments, causes of actions, subrogation claims, indemnification claims, or contribution claims, including attorney's fees and costs of suit, from any lienholders not disclosed to Releasees. PLAINTIFF understands and acknowledges that any and all payments made to Medicare, Medicaid, or child support liens from the Payment will be paid directly to the appropriate lienholder by the payor(s) of the Payment. Nothing in this Paragraph shall apply to LWDA or Aggrieved Employees other than PLAINTIFF.

**19. OWNERSHIP OF CLAIMS.**

PLAINTIFF represents and warrants that he is the lawful owner of all individual rights, title and interest in and to all released matters, claims and demands referred to herein. PLAINTIFF further represents and warrants that there has been no assignment or other transfer of interest in any such matters, claims or demands that she may have against Releasees. PLAINTIFF agrees to indemnify Releasees and shall hold them harmless from and against: (1) any such liability, claim, demand, action, cause of action, or right which has been assigned or transferred contrary to the foregoing representations; and (2) any and all liability, loss, claim, expense and/or obligation arising out of any breach of the foregoing warranty.

**20. SUCCESSORS AND ASSIGNS.**

It is expressly understood and agreed by the PARTIES that this Agreement and all of its terms shall be binding upon each PARTIES' representatives, heirs, executors, administrators, successors and assigns.

**21. CALIFORNIA LAW APPLIES.**

This Agreement, in all respects, shall be interpreted, enforced and governed by and under the laws of the State of California.

**22. JURISDICTION.**

The PARTIES agree that the Court will maintain jurisdiction over the enforcement of this settlement pursuant to California *Code of Civil Procedure* Section 664.6.

**23. DRAFTING.**

Each PARTY has cooperated in some fashion in the drafting and/or preparation of this Agreement. Regardless of the extent of drafting or preparation, the language in all parts of this instrument shall be in all cases construed simply according to its fair meaning and not strictly for or against any of the Parties hereto and without regard to which Party arranged for the final draft of this Agreement.

**24. NOT EVIDENCE.**

This Agreement shall not be used as evidence in any proceeding other than one to enforce this Agreement, or one seeking damages arising from a breach of this Agreement.

**25. EXECUTION OF ADDITIONAL DOCUMENTS.**

The PARTIES agree to execute such other, further and different documents as reasonably may be required to effectuate this Agreement.

**26. CONSULTATION WITH COUNSEL.**

The PARTIES and each of them acknowledge that they have had the opportunity to consult with legal counsel of their choice prior to execution and delivery of this Agreement, and that they have in fact done so. PLAINTIFF acknowledges that she has been specifically advised by counsel of the consequences of signing the Releases contained in this Agreement.

**27. HEADINGS.**

The headings in each paragraph herein are for convenience of reference only and shall be of no legal effect in the interpretation of the terms hereof.

**28. INTEGRATION.**

This Agreement constitutes a single, integrated, written contract, expressing the entire agreement between the PARTIES. It supersedes all prior agreements between the PARTIES. The PARTIES represent and warrant that they are not relying on any promises or representations that do not appear written herein. The PARTIES further understand and agree that this Agreement can be amended or modified only by a written agreement, signed by all of the PARTIES hereto.

**29. SEVERABILITY.**

If any provision in this Agreement is found to be unenforceable, it shall not affect the enforceability of the remaining provisions and the court shall enforce the remaining provisions to the extent permitted by law.

**30. COUNTERPARTS.**

This Agreement may be executed in separate counterparts and each such counterpart shall be deemed an original with the same effect as if all PARTIES had signed the same document.

**31. VOLUNTARY AGREEMENT.**

PLAINTIFF understands and agrees that he may be waiving significant legal rights by signing this Agreement, and represents that he has entered into this Agreement voluntarily, after consulting with her attorneys, with a full understanding of and in agreement with all of its terms.

**32. FACSIMILE SIGNATURE.**

Facsimile signatures on this Agreement shall be treated as original signatures.

**33. MAILING DISCLAIMER.**

Without discharging the Releasees from their ultimate obligation to ensure the full Settlement Payment is delivered to and received by PLAINTIFF, the PARTIES agree that the Releasees will be considered to have fulfilled their obligations regarding timely issuance of the Settlement Payment by submitting the checks listed herein, together with appropriate packaging and postage, to either the custody and control of a FedEx, UPS or United States Postal Service employee, a United States Postal Service Mailbox, or any other receptacle authorized for receipt by such agents on or before the deadline for issuance of the Settlement Payment as contemplated herein. The PARTIES agree that any delay in delivery of the Settlement Amount that is caused by, or may be attributed in whole or in part, to any act or omission of FedEx, UPS or the United States Postal Service, shall toll the deadline for issuance of the Settlement Amount as contemplated herein, and shall not be considered a breach of this agreement on behalf of the Releasees in any way. The parties further agree that any payments required in this agreement to Phoenix Administrators shall be made in the form designated by them for payment of the PAGA portion of this settlement.

**For your protection California law requires the following to appear on this form. Any person who knowingly presents false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison**

**READ THIS SETTLEMENT AGREEMENT CAREFULLY BEFORE SIGNING**

Dated: 4/29/2024

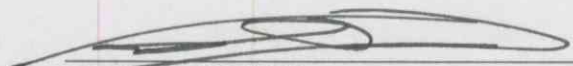
LUIS P. SOLIS

DocuSigned by:  
  
 0B8F32D7BD3F4C2...

LUIS P. SOLIS, PLAINTIFF

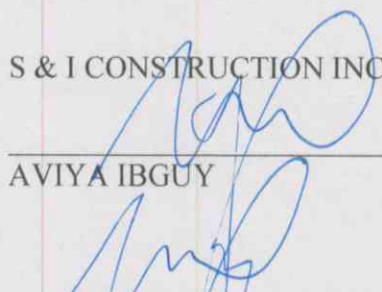
Dated: 4/20/24

S & F ELECTRIC, INC.

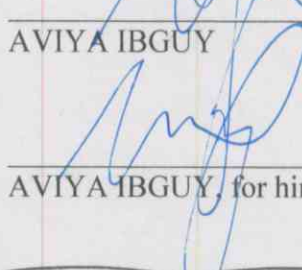
  
YACOV SASSON

Dated: 4/20/24

S & I CONSTRUCTION INC

  
AVIYA IBGUY

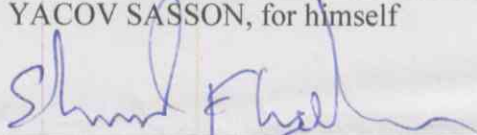
Dated: 4/20/24

  
AVIYA IBGUY, for himself

Dated: 4/20/24

  
YACOV SASSON, for himself

Dated: 4/22/2024

  
SHMUEL FLIGELMAN, for himself

Dated: 4/24/24

  
JONATHAN SOLOMON IVGI, for himself

# **EXHIBIT B**



# PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

February 1, 2024

## Case: Solis v. S&F S&I, PAGA Administration

Phoenix Contact: Melissa Meade  
Contact Number: 949.331.0865  
Email: melissa@phoenixclassaction.com

### CASE ASSUMPTIONS

|                       |            |
|-----------------------|------------|
| Class Members         | 16         |
| Opt Out Rate          | N/A        |
| Opt Outs Received     |            |
| Total Class Claimants | 16         |
| Subtotal Admin Only   | \$3,000.00 |

**Flat Fee Total \$3,000.00**

**For 16 Class Members**

Pricing Good for Scope of Estimate Only

All Aspects of Escheating to the State of CA Included

Spanish Translation, Printing & Mailing Included

Assumptions and Estimate are based on information provided by counsel. If class size changes, PHX will need to adjust this Estimate accordingly. Estimate is based on **16** Class Members. Class data **Must** be sent in Microsoft Excel or uploaded in the same format. Class Data Must be sent in one spreadsheet, with no additional programming needed. A rate of \$150 per hour will be charged for any additional analysis or programming. Pricing good for 90 day

### Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)

| Administrative Tasks:        | Rate     | Hours/Units | Line Item Estimate |
|------------------------------|----------|-------------|--------------------|
| Programming Manager          | \$100.00 | 2           | \$200.00           |
| Programming Database & Setup | \$100.00 | 1           | \$100.00           |
| Toll Free Setup*             | \$100.00 | 1           | \$100.00           |
| Call Center & Long Distance  | \$2.00   | 3           | \$6.00             |
| NCOA (USPS)                  | \$25.00  | 1           | \$25.00            |
| Total                        |          |             | <b>\$431.00</b>    |

\* Up to 120 days after disbursement

### Data Merger & Scrub / Notice Packet, Check & Postage / Spanish Translation

| Project Action                   | Rate     | Hours/Units | Line Item Estimate |
|----------------------------------|----------|-------------|--------------------|
| Notice Packet Formatting         | \$100.00 | 1           | \$100.00           |
| Spanish Translation              | \$150.00 | 1           | \$150.00           |
| Data Merge & Duplication Scrub   | \$0.10   | 16          | \$1.60             |
| Notice and Check Packet          | \$1.00   | 16          | \$16.00            |
| Estimated Postage (up to 1 oz.)* | \$0.65   | 16          | \$10.40            |
| Total                            |          |             | <b>\$278.00</b>    |

\* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.



# PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

## Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

| Project Action:             | Rate    | Hours/Units | Line Item | Estimate |
|-----------------------------|---------|-------------|-----------|----------|
| Case Associate              | \$50.00 | 2           |           | \$100.00 |
| Skip Tracing Undeliverables | \$0.75  | 4           |           | \$3.00   |
| Remail Notice Packets       | \$1.00  | 3           |           | \$3.00   |
| Programming Undeliverables  | \$50.00 | 1           |           | \$50.00  |
| Total                       |         |             |           | \$156.00 |

## Database Programming

| Project Action:             | Rate     | Hours/Units | Line Item | Estimate |
|-----------------------------|----------|-------------|-----------|----------|
| Programming Claims Database | \$150.00 | 1           |           | \$150.00 |
| Case Associate              | \$55.00  | 1           |           | \$55.00  |
| Case Manager                | \$85.00  | 1           |           | \$85.00  |
| Total                       |          |             |           | \$290.00 |

## Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks

| Project Action:            | Rate     | Hours/Units | Line Item | Estimate |
|----------------------------|----------|-------------|-----------|----------|
| Programming Calculations   | \$125.00 | 1           |           | \$125.00 |
| Disbursement Review        | \$135.00 | 1           |           | \$135.00 |
| Programming Manager        | \$95.00  | 2           |           | \$190.00 |
| QSF Bank Account & EIN     | \$125.00 | 1           |           | \$125.00 |
| Check Run Setup & Printing | \$125.00 | 2           |           | \$250.00 |
| Total                      |          |             |           | \$825.00 |

\* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing



# PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

| Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations                                                           |          |             |                    |
|--------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-------------|--------------------|
| Project Action:                                                                                                                                        | Rate     | Hours/Units | Line Item Estimate |
| Case Supervisor                                                                                                                                        | \$115.00 | 1           | \$115.00           |
| Case Associate                                                                                                                                         | \$55.00  | 1           | \$55.00            |
| Reconcile Uncashed Checks                                                                                                                              | \$85.00  | 1           | \$85.00            |
| Conclusion Reports                                                                                                                                     | \$115.00 | 1           | \$115.00           |
| Case Manager Conclusion                                                                                                                                | \$85.00  | 1           | \$85.00            |
| Final Reporting & Declarations                                                                                                                         | \$115.00 | 1           | \$115.00           |
| QSF Annual Tax Reporting *                                                                                                                             | \$250.00 | 1           | \$250.00           |
| Uncashed to State Controller                                                                                                                           | \$200.00 | 1           | \$200.00           |
| Check to Cy-Pres                                                                                                                                       | \$150.00 | 1           | Included           |
| Total                                                                                                                                                  |          |             | \$1,020.00         |
| * All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibility. |          |             |                    |
| Estimate Total:                                                                                                                                        |          |             | \$3,000.00         |



CLASS ACTION ADMINISTRATION SOLUTIONS

## **TERMS AND CONDITIONS**

**Provisions:** The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

**Data Conversion and Mailing:** The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

**Claims:** PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality.

**Payment Terms:** All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

### **Tax Reporting Requirements**

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.
2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.
3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.
4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.
5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.

**PROOF OF SERVICE**  
(§ 1013a, 2015.5 C.C.P.)

**STATE OF CALIFORNIA**                     )  
                                                          ) ss.  
**COUNTY OF LOS ANGELES**             )

I am a citizen of the United States of America; I am over the age of eighteen years and not a party to the within entitled action; my business address is: 3435 Wilshire Boulevard, Suite 1710, Los Angeles, California 90010.

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

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

on the interested parties in said action by placing:

\_\_\_X\_\_\_ a true and correct copy,

and addressed as set forth on the attached Service List and delivered by one or more of the means set forth below:

☒ **BY ELECTRONIC SERVICE IN LIEU OF SERVICE BY MAIL, EXPRESS MAIL, OVERNIGHT DELIVERY, OR FACSIMILE TRANSMISSION:** In accordance with California Code of Civil Procedure section 1010.6, I caused the document to be sent to the person(s) below at the e-mail address(es) listed below.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

EXECUTED: May 14, 2024  
At Los Angeles, California

Grigor Gregg Sirmabekhian  
Grigor Gregg Sirmabekhian

**SERVICE LIST**

|                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                     |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Sheldon Rosenfield, Esq.<br><b>Law Offices of Sheldon Rosenfield</b><br>16530 Ventura Boulevard, Suite 208<br>Encino, California 91436<br>Email: <a href="mailto:sheldon@lawsr.com">sheldon@lawsr.com</a><br>Email: <a href="mailto:joscelyne@lawsr.com">joscelyne@lawsr.com</a><br>Email: <a href="mailto:apserritella@gmail.com">apserritella@gmail.com</a><br><br><i>Attorneys for the Defendants</i> | <b>Labor and Workforce Development Agency</b><br>("LWDA")<br>Department of Industrial Relations<br>Attn. PAGA Administrator<br>1515 Clay Street, Ste. 801<br>Oakland, California 94612<br><br><u>Filed Online:</u><br><a href="https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html">https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html</a> |
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