

PAGA SETTLEMENT AGREEMENTⁱ

This PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiffs William Sandoval (“Plaintiff Sandoval”) and Guillermo Dominguez (“Plaintiff Dominguez”) (Plaintiff Sandoval and Plaintiff Dominguez are jointly referred to as “Plaintiffs”), and Defendant Joe’s Sweeping, Inc. (“Defendant”). The Agreement refers to Plaintiffs and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Sandoval Action” means Plaintiff Sandoval’s PAGA lawsuit alleging wage and hour violations against Defendant captioned *Sandoval v. Joe’s Sweeping, Inc.* initiated on April 10, 2023, and as thereafter amended, pending in Superior Court of the State of California, County of Los Angeles, LASC Case No. 23STCV07799.
- 1.2. “Dominguez Action” means Plaintiff Dominguez’s PAGA lawsuit alleging wage and hour violations against Defendant captioned *Dominguez v. Joe’s Sweeping, Inc.* initiated on October 24, 2023, and as thereafter amended on December 26, 2023, pending in Superior Court of the State of California, County of Los Angeles, LASC Case No. 23STCV26042.
- 1.3. “Actions” means both the Sandoval Action and Dominguez Action.
- 1.4. “Administrator” means Phoenix Settlement Administrators, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.5. “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.
- 1.6. “Aggrieved Employee” means a person employed by Defendant as a non-exempt employee in California during April 16, 2022 through October 22, 2024.
- 1.7. “Aggrieved Employee Data” means Aggrieved Employee’ identifying information in Defendant’s possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.8. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.
- 1.9. “Court” means the Superior Court of California, County of Los Angeles.

- 1.10. “Defense Counsel” means Robert D. Vogel and Audrey Olson Gardner of Jackson Lewis P.C.
- 1.11. “Effective Date” means the date the Court enters a Judgment on its Order Approving the PAGA Settlement.
- 1.12. “Gross Settlement Amount” means \$228,000.00 which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator’s Expenses Payment.
- 1.13. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.14. “Judgment” means the judgment entered by the Court based upon its Approval Order (defined below).
- 1.15. “LWDA” means the California Labor and Workforce Development Agency, the agency formerly entitled, under Labor Code section 2699, subd. (i).
- 1.16. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA formerly under Labor Code section 2699, subd. (i).
- 1.17. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, Individual Settlement for Plaintiffs, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.
- 1.18. “PAGA Counsel” means Samuel Wong, Kashif, Haque, Jessica Campbell, and Jamie Loos of Aegis Law Firm, PC, and Kane Moon, H. Scott Leviant, and Mariam Ghazaryan of Moon Law Group, PC the attorneys representing the Plaintiffs in the Action.
- 1.19. “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.20. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.21. “PAGA Period” means the period from April 16, 2022 to October 22, 2024.
- 1.22. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

- 1.23. “PAGA Notices” means Plaintiff Sandoval’s April 10, 2023 letter to Defendant and the LWDA and Plaintiff Dominguez’s October 22, 2023 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.24. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to LWDA in settlement of PAGA claims.
- 1.25. "Approval Order" means the Court Order Granting Approval of PAGA Settlement.
- 1.26. “Released PAGA Claims” means the claims being released by the Plaintiffs and the Aggrieved Employees and as described in Paragraph 5 below.
- 1.27. “Released Parties” means: Defendant and each of its former and present directors, employees, independent contractors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, related entities of any kind, and affiliates.
- 1.28. “Settlement” means the disposition of the Actions affected by this Agreement and the Judgment.

2. RECITALS.

- 2.1. On April 10, 2023, Plaintiff Sandoval commenced the Sandoval Action by filing a Complaint alleging causes of action against Defendant for failure to pay minimum wages, failure to pay overtime wages, failure to comply with California prevailing wage law, failure to provide meal periods, failure to permit rest breaks, failure to provide accurate itemized wage statements, failure to pay all wages due upon separation of employment, and violation of Business & Professions Code §§ 17200, *et seq.* On June 20, 2023, Plaintiff Sandoval filed a First Amended Complaint alleging a tenth cause of action against Defendant for violation of PAGA. On August 10, 2023, the Parties filed a Joint Initial Status Conference Statement in Response to Initial Status Conference Order in which they informed the Court Plaintiff Sandoval had agreed to dismiss Plaintiff Sandoval’s class action claims without prejudice. Accordingly, on August 17, 2023, the Court issued an order dismissing all of the claims, including all class claims, in the Sandoval Action except for the tenth cause of action for violation of PAGA.
- 2.2. On October 24, 2023, Plaintiff Dominguez commenced the Dominguez Action by filing a Complaint alleging causes of action against Defendant for (1) failure to pay minimum wages, (2) failure to pay overtime compensation, (3) failure to provide meal periods, (4) failure to authorize and permit rest breaks, (5) failure to indemnify necessary business expenses, (6) failure to timely pay final wages at termination, (7) failure to provide accurate itemized wage statements, and (8) unfair business practices. On December 26, 2023, Plaintiff Dominguez filed a First Amended Complaint alleging a ninth cause of action against Defendant for violation of PAGA. On January 17, 2024, the Parties filed

a Joint Initial Status Conference Statement in which Plaintiff stated he would be dismiss his class claims without prejudice. Accordingly, on February 7, 2024, Plaintiff Dominguez filed an Application to Dismiss Class and Individual Claims against Defendant Without Prejudice. On February 9, 2024, the Court entered an order dismissing counts (1)-(8), both on an individual basis and class-wide basis, without prejudice, leaving only the ninth cause of action for violation of PAGA remaining.

- 2.3. Pursuant to the Parties' global settlement and agreement to consolidate the Sandoval Action and the Dominguez Action, Plaintiff Sandoval filed a Second Amended Complaint (the "SAC") on September 18, 2024 adding Plaintiff Dominguez as a named Plaintiff in the Sandoval Action. Defendant denies the allegations in the SAC, denies any failure to comply with the laws identified in in the SAC and denies any and all liability for the causes of action alleged. The cover page of the SAC erroneously stated the Sandoval Action was a class action, notwithstanding the dismissal of the class claims noted in Section 2.1 above. Accordingly, the Parties agree that no later than seven (7) calendar days after the day both Parties have signed this Agreement, Plaintiffs shall: (1) file a Third Amended Complaint ("TAC") in the Sandoval Action which omits any reference to class claims. After the TAC is filed in the Sandoval Action, Plaintiff Dominguez shall file a request to dismiss the Dominguez Action without prejudice.
- 2.4. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiffs gave timely written notice to Defendant and the LWDA by sending the PAGA Notices.
- 2.5. On August 9, 2024, the Parties participated in an all-day mediation presided over by Eve Wagner which led to this Agreement to settle the Actions. At the conclusion of the mediation and in the days following, the Parties executed a Memorandum of Understanding Re: PAGA Representative Action Settlement in August 2024, enforceable pursuant to CCP Section 664.6 (hereinafter "MOU"). Attached as Exhibit "A" is a true and correct copy of the executed MOU, which is incorporated herein by reference as though fully set forth.
- 2.6. Prior to mediation, Plaintiffs obtained, through informal discovery, Plaintiffs' personnel files, employee handbooks, other relevant wage and hour policies, exemplar wage statements, time records and pay records.
- 2.7. The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action, other than the Sandoval Action and the Dominguez Action, asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay \$228,000.00 and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire

Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Approval Order:

3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third of the Gross Settlement Amount which is currently estimated to be \$76,000.00 and PAGA Counsel Litigation Expenses Payment of not more than \$23,000.00. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiffs and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiffs' Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these payments.

3.2.2. To Plaintiffs: An Individual Settlement for Plaintiffs in the amount of \$10,000.00 for Plaintiff Sandoval and Plaintiff Dominguez, for a total of \$20,000.00, for their respective roles as named Plaintiffs and in exchange for the general release of wage claims below in paragraph 5.1 and 5.1.1.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$3,250.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$3,250.00, the Administrator will return the remainder to the Net Settlement Amount.

3.2.4. To the LWDA and Aggrieved Employees: PAGA Penalties to be paid from the Net Settlement Amount, with 75% allocated to the LWDA PAGA Payment and 25% allocated to the Individual PAGA Payments.

3.2.4.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties 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 and liability for any taxes owed on their Individual PAGA Payment.

- 3.2.4.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are 149 Aggrieved Employees who worked a total of 5,717 PAGA Pay Periods.
- 4.2. Aggrieved Employee Data. Within 10 calendar days of the Approval Order, Defendant will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.
- 4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 60 days after the Effective Date.
- 4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, Individual Settlement Payments for Plaintiffs, the LWDA PAGA Payment, the Administration Expenses Payment, and the PAGA Counsel Fees and Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.
- 4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The

Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

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

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

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

5. RELEASES OF CLAIMS.

5.1 Plaintiffs' Release. For and in consideration of this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and except for the obligations set forth in this Agreement, Plaintiffs and their respective former and present spouses, family members, beneficiaries, estates, executors, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns, and each of them, hereby absolutely, forever and fully, generally and specifically, completely, release and forever discharge Released Parties from all claims, transactions, or occurrences that occurred during the PAGA Period, including, but not limited to: (a) all claims obligations, liabilities, causes of action, and damages of any kind or nature whatsoever (whether in tort, equity, contract, statutory, or other theory of recovery, including attorney's fees, that were, or reasonably could have been, alleged, based on the facts contained in the Sandoval Action, the Dominguez Action, the Recitals set forth in this Agreement, and the PAGA Notices ("Plaintiffs' Release"). Notwithstanding anything contained in this Agreement to the contrary, it is the express intention of the Parties, and each of them, that the Release does not include claims or actions, if any, which arise from, pertain to, or are based upon a breach of this Agreement, including Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers'

compensation benefits that arose at any time, or based on occurrences outside the PAGA Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agrees, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

5.1.1 Plaintiffs' Waiver of Rights Under California Civil Code Section 1542.

For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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.

5.2 Release by Aggrieved Employees:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, family members, beneficiaries, estates, administrators, executors, successors, and assigns, the Released Parties from all claims for PAGA penalties arising during the PAGA Period that were alleged, or reasonably could have been alleged, based on the facts stated in the Sandoval Action, the Dominguez Action, the Recitals set forth in this Agreement, and the PAGA Notices.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.

Plaintiffs will prepare and file an application or motion for approval of this Settlement.

7. SETTLEMENT ADMINISTRATION.

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

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

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US

Treasury Regulation section 468B-1.

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

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE

Based on its records, Defendant estimates that there are 149 Aggrieved Employees who worked 5,717 Pay Periods during the PAGA Period. If the number of PAGA Pay Periods exceeds 5,717 by more than 10%, Defendant shall increase the Gross Settlement Amount on a *pro rata* basis for each additional PAGA Pay Period over the 10% threshold (i.e., if the PAGA Pay Periods increase by 11%, the Gross Settlement Amount shall increase by 1%).

9. **CONTINUING JURISDICTION OF THE COURT.** To the extent applicable, the Parties hereby formally stipulate to and request that that Court retain jurisdiction to enforce the terms of this Agreement under California Code of Civil Procedure, section 664.6, and this Agreement shall be admissible pursuant to Evidence Code Section 1123 without objection. Concurrently with the execution of this Agreement, the Parties shall each sign the “Stipulation By The Parties and (Proposed) Order For The Trial Court To Retain Jurisdiction Under California Code of Civil Procedure Sec. 664.6” for the Sandoval Action and for the Dominguez Action in the forms attached hereto as Exhibit B (“Stipulation Re CCP Sec. 664.6”), and exchange their signatures on the Stipulation Re CCP Sec. 664.6. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

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

10. ADDITIONAL PROVISIONS.

- 10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an

admission by Defendant that any of the allegations in the Sandoval Action or Dominguez Action have merit or that Defendant has any liability for any claims asserted therein; nor should it be intended or construed as an admission by Plaintiffs that Defendant's defenses in the Actions have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendant reserve all available defenses to the claims in the Actions, and Plaintiffs reserves the right to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Actions will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

- 10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits (including the MOU) shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 10.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 10.6 No Tax Advice. Neither Plaintiffs, PAGA Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

- 10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 10.11 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during the Actions and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 10.12 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 10.13 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 10.14 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs: Aegis Law Firm, PC
Kashif Haque
Samuel Wong
Jessica L. Campbell
jcampbell@aegislawfirm.com
Jamie M. Loos
jloos@aegislawfirm.com
9811 Irvine Center Drive, Suite 100
Irvine, California 92618
Telephone: (949) 379-6250

Moon Law Group, PC

Kane Moon
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H. Scott Leviant
hsleviant@moonlawgroup.com
Mariam Ghazaryan
mghazaryan@moonlawgroup.com
725 S. Figueroa St., Suite 3100
Los Angeles, California 90017

To Defendants: JACKSON LEWIS P.C.
Robert D. Vogel
Audrey Olson Gardner
725 South Figueroa Street
Los Angeles, California 90017

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

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

Agreed to by the Parties:

Dated: 10/29/24 _____

By:  _____
WILLIAM SANDOVAL

Dated: _____

By: _____
GUILLERMO DOMINGUEZ

Dated: _____

By: _____
JOE'S SWEEPING, INC.

Kane Moon
kmoon@moonlawgroup.com
H. Scott Leviant
hsleviant@moonlawgroup.com
Mariam Ghazaryan
mghazaryan@moonlawgroup.com
725 S. Figueroa St., Suite 3100
Los Angeles, California 90017

To Defendants: JACKSON LEWIS P.C.
Robert D. Vogel
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725 South Figueroa Street
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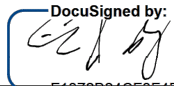
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Agreed to by the Parties:

Dated: _____

By: _____
WILLIAM SANDOVAL

Dated: 10/31/2024

By:  _____
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GUILLERMO DOMINGUEZ

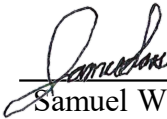
Dated: _____

By: _____
JOE'S SWEEPING, INC.

Agreed As to Form Only:

AEGIS LAW FIRM, PC

Dated: 10/29/24

By: 
Samuel Wong
Kashif Haque
Jessica Campbell
Jamie M. Loos
Attorneys for Plaintiff Sandoval

MOON LAW GROUP, PC

Dated: 10/29/24

By: 
Kane Moon
H. Scott Leviant
Mariam Ghazaryan
Attorneys for Plaintiff Dominguez

JACKSON LEWIS P.C.

Dated: _____

By: _____
Robert D. Vogel
Audrey Olson Gardner
Attorneys for Defendant Joe's
Sweeping, Inc.

Kane Moon
kmoon@moonlawgroup.com
H. Scott Leviant
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725 S. Figueroa St., Suite 3100
Los Angeles, California 90017

To Defendants: JACKSON LEWIS P.C.
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10.16 Stay of Litigation. The Parties agree that upon the execution of this Agreement, the Sandoval Action and the Dominguez Action shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

Agreed to by the Parties:

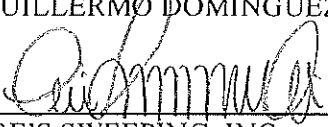
Dated: _____

By: _____
WILLIAM SANDOVAL

Dated: _____

By: _____
GUILLERMO DOMINGUEZ

Dated: 10/30/24

By: 
JOE'S SWEEPING, INC.

Agreed As to Form Only:

AEGIS LAW FIRM, PC

Dated: _____

By: _____

Samuel Wong
Kashif Haque
Jessica Campbell
Jamie M. Loos
Attorneys for Plaintiff Sandoval

MOON LAW GROUP, PC

Dated: _____

By: _____

Kane Moon
H. Scott Leviant
Mariam Ghazaryan
Attorneys for Plaintiff Dominguez

JACKSON LEWIS P.C.

Dated: 10/30/2024

By: _____

Robert D. Vogel
Audrey Olson Gardner
Attorneys for Defendant Joe's
Sweeping, Inc.