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Attorneys for Plaintiff Evangelisto Ramirez

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SANTA CRUZ

EVANGELISTO RAMIREZ, individually, and
on behalf of all others similarly situated,

Plaintiff,

vs.

AMERI-KLEEN, a California corporation; and
DOES 1 through 10, inclusive,

Defendant.

Case No.: 23CV01247

[Hon. Syda Kosofsky Cogliati, Dept. 5]

PAGA SETTLEMENT AGREEMENT

Complaint filed: May 30, 2023
Trial date: Not set

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff EVANGELISTO RAMIREZ (Plaintiff”) and Defendant AMERI-KLEEN (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. **DEFINITIONS.**

- 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendant captioned *Evangelisto Ramirez v. Ameri-Kleen*, initiated on May 30, 2023, and pending in Superior Court of the State of California, County of Santa Cruz.
- 1.2. “Administrator” means Phoenix Class Action Administration Solutions, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “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 the Settlement.
- 1.4. “Aggrieved Employee” means all persons employed by Defendant as hourly-paid or non-exempt sanitation employees in the State of California during the PAGA Period.
- 1.5. “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.
- 1.6. “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.
- 1.7. “Court” means the Superior Court of California, County of Santa Cruz.
- 1.8. “Defense Counsel” means Elizabeth R. Leitzinger and Gladys Rodriguez-Morales of Fenton & Keller.
- 1.9. “Effective Date” means (a) the date the Court enters an Order approving the PAGA

1 settlement if no objections are asserted and no individual seeks to intervene in the matter;
2 or (b) 65 days after the date of entry of the Order of the court approving the PAGA
3 settlement if any objections are asserted or any individual seeks to intervene in the matter
4 but no appeal is filed; or (c) if a timely appeal is made, ten (10) business days after the final
5 resolution of that appeal if the appeal is rejected, the settlement is upheld, and the
6 settlement approval order is no longer subject to further judicial review.

- 7 1.10. “Gross Settlement Amount” means **\$192,500.00**, which is the total amount Defendant
8 agree to pay under the Settlement except as provided in Paragraph 8 below. The Gross
9 Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA
10 Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment,
11 and the Administrator’s Expenses.
- 12 1.11. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of
13 the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved
14 Employee worked during the PAGA Period.
- 15 1.12. “Judgment” means the judgment entered by the Court based upon the Order granting
16 Approval of the Settlement.
- 17 1.13. “LWDA” means the California Labor and Workforce Development Agency, the agency
18 entitled, under Labor Code § 2699(i).
- 19 1.14. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA
20 under Labor Code § 2699(i).
- 21 1.15. “Net Settlement Amount” means the Gross Settlement Amount, less the following
22 payments in the amounts approved by the Court: the LWDA PAGA Payment, PAGA
23 Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the
24 Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees
25 as Individual PAGA Payments.
- 26 1.16. “PAGA Counsel” means Moon Law Group, PC., the attorneys representing Plaintiff in the
27 Action.
- 28 1.17. “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.

1.18. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.19. "PAGA Period" means any time between May 30, 2022 until approval of the settlement of the Action against Defendant and Released Parties.

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

1.21. "PAGA Notice" means Plaintiff's May 26, 2023 letter to Defendant and the LWDA, providing notice pursuant to Labor Code § 2699.3(a).

1.22. "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.

1.23. "Plaintiff" means Evangelisto Ramirez, the named Plaintiff in the Action.

1.24. "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.

1.25. "Released PAGA Claims" means the claims being released as described in Paragraph 5 below.

1.26. "Released Parties" means: Defendant, and any predecessor, successor, subsidiary, parent, or affiliate as defined by Corporations Code § 150, and each of its supervisory/managerial employees, managing agents, shareholders, directors, and/or officers.

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

1.28. "Defendant" means named Defendant Ameri-Kleen.

2. RECITALS.

2.1. On May 30, 2023, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendant for (1) Failure to Pay Minimum Wages (Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197); (2) Failure to Pay Overtime Compensation (Cal. Lab. Code

§§ 1194 and 1198); (3) Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7, 512); (4) Failure to Authorize and Permit Rest Breaks (Cal. Lab. Code §§ 226.7); (5) Failure to Indemnify Necessary Business Expenses (Cal. Lab. Code §2802); (6) Failure to Timely Pay Final Wages at Termination (Cal. Lab. Code §§ 201-203); (7) Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code § 226); and (8) Unfair Business Practices (Cal. Bus. & Prof. Code § 17200, *et seq.*). On July 31, 2023, Plaintiff filed a First Amended Complaint against Defendant for civil penalties under the Private Attorneys General Act (“PAGA”). The First Amended Complaint is the operative complaint in the Action (the “Operative Complaint.”) Defendant denies the allegations in the Operative Complaint, deny any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.

2.2. Pursuant to Labor Code § 2699.3(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.

2.3. On April 23, 2024, the Parties participated in an all-day mediation presided over by Lynn Frank, Esq. which led to this Agreement to settle the Action.

2.4. Prior to mediation, Plaintiff obtained, through informal discovery, electronic time and pay records, policy documents, and data about the class.

2.5. The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or 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 promise to pay \$192,500.00 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 Final Approval:

3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third of the GSA (including up to one-third of any increase to the GSA pursuant to the Escalator Clause), which is currently estimated to be \$64,166.67 and a PAGA Counsel Litigation Expenses Payment of not more than \$15,000.00. Defendant will not oppose requests for these payments provided that do not exceed these amounts. Plaintiff 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 Plaintiff's 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 the Administrator: An Administrator Expenses Payment not to exceed \$10,000.00 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 \$10,000.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.3. To the LWDA and Aggrieved Employees: PAGA Penalties to be paid from the Gross Settlement Amount, will be allocated as 75% to the LWDA PAGA Payment

and 25% allocated to the Individual PAGA Payments.

3.2.3.1. 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.

3.2.3.2. 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. Defendant estimates there are 585 Aggrieved Employees who worked a total of approximately 8,100 of PAGA Pay Periods during the PAGA Period.

4.2. Aggrieved Employee Data. Within 21 days, Defendant will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. The Aggrieved Employee Data with identifying information (names, addresses and social security numbers) will not be provided to PAGA Counsel. 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 to the Administrator 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, on the following schedule:

- a. Commencing July 1, 2024, and continuing on the first business day of every month thereafter, through to and including April 2025, Defendant shall make a monthly payment of \$10,000.00, for a total of \$100,000.
- b. On May 1, 2025, or the first business day thereafter, Defendant shall make a payment of \$25,000.00.
- c. On June 1, 2025, or the first business day thereafter, Defendant shall make a payment of \$25,000.00.
- d. On July 1, 2025, or the first business day thereafter, Defendant shall make a payment of \$50,000.00.

4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendant fund the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Fee Payment, and the PAGA Counsel Litigation Expenses Payment.

Disbursement of the PAGA Counsel Fee Payment and 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.

1 4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all
2 Aggrieved Employees whose checks are returned undelivered without USPS
3 forwarding address. Within 7 days of receiving a returned check the Administrator
4 must re-mail checks to the USPS forwarding address provided or to an address
5 ascertained through the Aggrieved Employee Address Search. The Administrator
6 need not take further steps to deliver checks to Aggrieved Employees whose re-
7 mailed checks are returned as undelivered. The Administrator shall promptly send
8 a replacement check to any Aggrieved Employee whose original check was lost or
9 misplaced, requested by the Aggrieved Employee prior to the void date.

10 4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed
11 and cancelled after the void date, the Administrator shall transmit the funds
12 represented by such checks to the California Controller's Unclaimed Property Fund
13 in the name of the Aggrieved Employee.

14 4.4.4. The payment of Individual PAGA Payments shall not obligate Defendant to confer
15 any additional benefits or make any additional payments to the Aggrieved
16 Employees, such as 401(k) contributions or bonuses, beyond those specified in this
17 Agreement.
18

19 **5. RELEASES OF CLAIMS.**

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

22 5.1. Plaintiff's Release.

23 5.1.1. Scope of Plaintiff's Release. Plaintiff and his respective former and present
24 spouses, representatives, agents, attorneys (including PAGA Counsel), heirs,
25 administrators, successors, and assigns generally, release and discharge Released
26 Parties from all claims, transactions, or occurrences that occurred during the PAGA
27 Period, including, but not limited to: (a) all claims that were, or reasonably could
28 have been, alleged, based on the facts contained in the Operative Complaint and

the PAGA Notice (“Plaintiff’s Release”). Plaintiff’s 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. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff’s now knows or believes to be true but agrees, nonetheless, that Plaintiff’s Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff’s discovery of them.

5.1.2. Plaintiff’s Waiver of Rights Under California Civil Code § 1542. For purposes of Plaintiff’s Release, Plaintiff’s 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, 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 PAGA Period facts stated in the Operative Complaint, and the PAGA Notice.

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

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.

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

6.1. Plaintiff’s Responsibilities. Plaintiff will prepare all documents necessary for obtaining

1 approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a
2 draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration
3 from the Administrator attaching its “not to exceed” bid for administering the Settlement
4 and attesting to its willingness to serve; competency; operative procedures for protecting
5 the security of Aggrieved Employee Data; amounts of insurance coverage for any data
6 breach, defalcation of funds or other misfeasance; all facts relevant to any actual or
7 potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and
8 extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii)
9 a signed declaration from PAGA Counsel firm attesting to its timely transmission to the
10 LWDA of all necessary PAGA documents (initial notice of violations (Labor Code §
11 2699.3(a)), Operative Complaint (Labor Code § 2699(l)(1)), this Agreement (Labor Code
12 § 2699(l)(2)); and (vi) all facts relevant to any actual or potential conflict of interest with
13 Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiff and PAGA
14 Counsel shall aver that they are not aware of any other pending matter or action asserting
15 claims that will be extinguished or adversely affected by the Settlement.

16 6.2. Responsibilities of PAGA Counsel. PAGA Counsel is responsible for expeditiously
17 finalizing and filing the application or motion for approval of this Settlement no later than
18 30 days after the full execution of this Agreement and, if necessary, obtaining a prompt
19 hearing date for the motion and appearing in Court to advocate in favor of the motion.
20 PAGA Counsel is responsible for delivering the Court’s Order granting approval to the
21 Administrator.

22 6.3. Duty to Cooperate. If the Court does not grant the motion for approval of this Settlement or
23 conditions its approval on any material change to this Agreement, PAGA Counsel and
24 Defense Counsel will expeditiously work together on behalf of the Parties by meeting in
25 person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy
26 the Court’s concerns.
27
28

1 **7. SETTLEMENT ADMINISTRATION.**

2 7.1. Selection of Administrator. The Parties have jointly selected Phoenix Class Action
3 Administration Solutions to serve as the Administrator and verified that, as a condition of
4 appointment, Phoenix Class Action Administration Solutions agrees to be bound by this
5 Agreement and to perform, as a fiduciary, all duties specified in this Agreement in
6 exchange for payment of Administration Expenses. The Parties and their Counsel
7 represent that they have no interest or relationship, financial or otherwise, with the
8 Administrator other than a professional relationship arising out of prior experiences
9 administering settlements.

10 7.2. Employer Identification Number. The Administrator shall have and use its own Employer
11 Identification Number for purposes of calculating payroll tax withholdings and providing
12 reports state and federal tax authorities.

13 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets
14 the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation §
15 468B-1.

16 7.4. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be
17 performed or observed by the Administrator contained in this Agreement or otherwise.
18

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

20 Based on its records, Defendant estimates that, as of the date of the mediation (1) there are 585 Aggrieved
21 Employees who worked approximately 8,100 Pay Periods during the PAGA Period. If the number of
22 actual pay periods during the PAGA Period exceeds the estimated pay periods by more than 10% (i.e.,
23 exceeds 8,910 pay periods), Defendant will have the option to increase the Gross Settlement Amount by a
24 pro-rata dollar value equal to the number of pay periods in excess of 8,910 pay periods or terminate the
25 PAGA Period on the date when the total pay periods equals 8,910 pay periods.
26

27 **9. CONTINUING JURISDICTION AND WAIVER OF RIGHT TO APPEAL.**

28 9.1. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the

1 Court will retain jurisdiction over the Parties, Action, and the Settlement solely for
2 purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement
3 administration matters, and (iii) addressing such post-Judgment matters as are permitted by
4 law.

5 9.2. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
6 conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and
7 PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel waive
8 all rights to appeal from the Judgment, including all rights to post-judgment and appellate
9 proceedings, the right to file motions to vacate judgment, motions for new trial,
10 extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the
11 right to oppose such motions, writs or appeals. If another party appeals the Judgment, the
12 Parties' obligations to perform under this Agreement will be suspended until such time as
13 the appeal is finally resolved and the Judgment becomes final, except as to matters that do
14 not affect the amount of the Net Settlement Amount.

15
16 **10. ADDITIONAL PROVISIONS.**

17 10.1. No Admission of Liability or Representative Manageability for Other Purposes. This
18 Agreement represents a compromise and settlement of highly disputed claims. Nothing in
19 this Agreement is intended or should be construed as an admission by Defendant that any
20 of the allegations in the Operative Complaint have merit or that Defendant has any liability
21 for any claims asserted; nor should it be intended or construed as an admission by Plaintiff
22 that Defendant's defenses in the Action have merit. The Parties agree that representative
23 treatment is for purposes of this Settlement only. If, for any reason the Court does not
24 approve this Settlement, Defendant reserves all available defenses to the claims in the
25 Action, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement,
26 this Agreement and Parties' willingness to settle the Action will have no bearing on, and
27 will not be admissible in connection with, any litigation (except for proceedings to enforce
28 or effectuate the Settlement and this Agreement).

- 1 10.2. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
2 together with its attached exhibits shall constitute the entire agreement between the Parties
3 relating to the Settlement, superseding any and all oral representations, warranties,
4 covenants, or inducements made to or by any Party.
- 5 10.3. Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and
6 represent that they are authorized by Plaintiff and Defendant, respectively, to take all
7 appropriate action required or permitted to be taken by such Parties pursuant to this
8 Agreement to effectuate its terms, and to execute any other documents reasonably required
9 to effectuate the terms of this Agreement including any amendments to this Agreement.
- 10 10.4. Cooperation. The Parties and their counsel will cooperate with each other and use their
11 best efforts, in good faith, to implement the Settlement by, among other things, modifying
12 the Settlement Agreement, submitting supplemental evidence and supplementing points
13 and authorities as requested by the Court. In the event the Parties are unable to agree upon
14 the form or content of any document necessary to implement the Settlement, or on any
15 modification of the Agreement that may become necessary to implement the Settlement,
16 the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 17 10.5. No Prior Assignments. The Parties separately represent and warrant that they have not
18 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
19 encumber to any person or entity and portion of any liability, claim, demand, action, cause
20 of action, or right released and discharged by the Party in this Settlement.
- 21 10.6. No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant nor Defense Counsel are
22 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be
23 relied upon as such within the meaning of United States Treasury Department Circular 230
24 (31 CFR Part 10, as amended) or otherwise.
- 25 10.7. Modification of Agreement. This Agreement, and all parts of it, may be amended,
26 modified, changed, or waived only by an express written instrument signed by all Parties
27 or their representatives, and approved by the Court.
- 28 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 Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

10.12. Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff's shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendant unless, prior to the Administrator's payment of all Settlement Funds, Defendant makes a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.

10.13. 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.

10.14. 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.

10.15. 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 Plaintiff's Counsel:

Kane Moon
kmoon@moonlawgroup.com
H. Scott Leviant
hsleviant@moonlawgroup.com
Mariam Ghazaryan
mghazaryan@moonlawgroup.com
MOON LAW GROUP, PC
725 S. Figueroa St., 31st Floor
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125

To Defendant's Counsel:

Elizabeth R. Leitzinger
eleitzinger@fentonkeller.com
Gladys Rodriguez-Morales
gmorales@fentonkeller.com
FENTON & KELLER
2801 Monterey-Salinas Highway
Post Office Box 791
Monterey, CA 93942-0791
Telephone: (831) 373-1241
Facsimile: (831) 373-7219

10.16. 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.

10.17. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that, pursuant to Code of Civil

Procedure § 583.330, the stay agreed to pursuant to this paragraph shall operate to extend the date to bring a case to trial under Code of Civil Procedure § 583.310 for the entire period of this settlement process.

Plaintiff:

Dated: June 21, 2024

DocuSigned by:
Evangelisto Ramirez
0CF3173426F2484...
By: Evangelisto Ramirez

Plaintiff's Counsel:

Dated: June 21, 2024

MOON LAW GROUP, PC
By: Kane Moon
H. Scott Leviant
Mariam Ghazaryan
Attorneys for Plaintiff

Defendant:

Dated: June , 2024

AMERI-KLEEN
By: _____
Print Name

Signature

Title

Defendant's Counsel:

Dated: June , 2024

FENTON & KELLER
By: _____
Elizabeth R. Leitzinger
Glady Rodriguez-Morales
Attorneys for Defendant

Procedure § 583.330, the stay agreed to pursuant to this paragraph shall operate to extend the date to bring a case to trial under Code of Civil Procedure § 583.310 for the entire period of this settlement process.

Plaintiff:

Dated: June __, 2024

By: _____
Evangelisto Ramirez

Plaintiff's Counsel:

Dated: June __, 2024

MOON LAW GROUP, PC

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

Defendant:

Dated: June ²⁴ __, 2024

AMERI-KLEEN

By: _____
Angus J. Cannon, Esq.
Print Name

DocuSigned by:

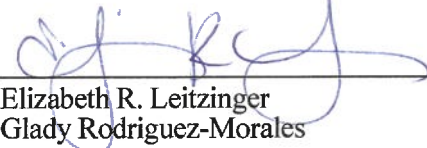
A5143823E2D343B...
Signature

General Counsel
Title

Defendant's Counsel:

Dated: June 21, 2024

FENTON & KELLER

By: 
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