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**SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF SAN BERNADINO**

SIXTO CASILLAS, on behalf of the State of
California, as a private attorney general

,
Plaintiff,

v.

PANTOS USA, INC., a Corporation; and
DOES 1 through 50, inclusive,

Defendants.

Case No. CIV SB 2321154

**JOINT STIPULATION OF PAGA
SETTLEMENT AND RELEASE**

Action Filed: September 6, 2023

Trial Date: None Set

1 This Joint Stipulation of PAGA Settlement and Release (hereinafter “Stipulation of
2 Settlement”) is made and entered into by and between Sixto Casillas (“Plaintiff” or “PAGA
3 Representative”), individually and on behalf of himself, the State of California and all other
4 allegedly similarly aggrieved employees (“PAGA Members”), on the one hand, and Pantos USA,
5 Inc. (“Defendant”), on the other.

6 This Stipulation of Settlement shall be binding on Plaintiff, the State of California, and those
7 persons Plaintiff represents as PAGA Members as provided herein, and on Defendant and its present
8 and former parents, affiliated or related companies, shareholders, officers, directors, employees,
9 agents, attorneys, insurers, successors and assigns, and any individual or entity which could be
10 jointly liable with Defendant, and its respective counsel, subject to the terms and conditions hereof
11 and the Court’s approval.

12 **THE PARTIES STIPULATE AND AGREE** as follows:

13 1. Plaintiff and Defendant are collectively referred to herein as “the Parties.”

14 2. On June 27, 2023, Plaintiff filed a PAGA Notice with the LWDA, alleging various
15 violations of the Labor Code by Defendant. On September 6, 2023, Plaintiff filed his Complaint in
16 this Court, alleging one cause of action for PAGA penalties.

17 3. Plaintiff’s Complaint alleges claims for PAGA Penalties for alleged violations of
18 Labor Code sections 201, 202, 203, 204, 210, 218, 221, 226, 226.7, 227.3, 246, 510, 512, 558, 1194,
19 1197, 1197.1, 1198, 2802, and 2698, California Code of Regulations, Title 8, Section 11040,
20 Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14) (Failure to Provide
21 Seating), and the applicable Wage Order(s). Plaintiff’s Complaint seeks to recover damages,
22 including, but not limited to, PAGA civil penalties, interest including pre- and post-judgment,
23 injunctive relief, and attorneys’ fees and costs.

24 4. Defendant denies all material claims and allegations and asserts numerous
25 affirmative defenses.

26 5. Through arms-length, serious negotiations and a mediation session held on May 7,
27 2024, with qualified employment law mediator David Phillips, the Parties have reached a settlement
28 of Plaintiff’s claims brought in the Lawsuit (“Settlement”) after the exchange of information to

1 allow the parties to evaluate the merits of Plaintiff's claims and the merits of Defendant's defenses
2 to those claims. The negotiation between the parties was adversarial and contentious, while
3 remaining professional. These negotiations allowed the Parties to reach a final resolution as to
4 Plaintiff's claims under the PAGA, which will be submitted to the LWDA and to the above
5 captioned Court for approval, pursuant to Labor Code section 2699(1)(2). The Parties now enter
6 into this detailed, formalized Stipulation of Settlement with respect to the Plaintiff's PAGA claims,
7 subject to the Court's approval of the Settlement.

8 6. For purposes of this Settlement, the "PAGA Members" shall consist of all nonexempt
9 employees employed by Defendant in California at any time between June 27, 2022, through 60
10 days after execution of this Stipulation of Settlement ("PAGA Period"). Defendant has represented
11 that there are approximately 153 PAGA Group members, who worked approximately 6,272 pay
12 periods in the PAGA Period.

13 7. Defendant specifically and generally denies any liability or wrongdoing of any kind
14 whatsoever associated with the claims and allegations alleged in Plaintiff's Complaint and LWDA
15 Notice Letter. Defendant makes no concessions or admissions of liability of any sort, and contend
16 that for any purpose other than settlement, the PAGA Action is not manageable or appropriate for
17 representative treatment. Defendant asserts a number of defenses to the claims, and has denied any
18 wrongdoing or liability arising out of any of the alleged facts or conduct in the PAGA Action.
19 Neither this Agreement, nor any document referred to or contemplated herein, nor any action taken
20 to carry out this Agreement, is or may be construed as, or may be used as an admission, concession,
21 or indication by or against Defendant or any of the Released Parties (defined below) of any fault,
22 wrongdoing, or liability whatsoever. Nor should the Agreement be construed as any admission or
23 determination by any court as to the merits of the claims asserted in the PAGA action. Defendant
24 recognizes that the defense of this litigation will be time-consuming and require a significant
25 investment of resources. Defendant, therefore, has made a business decision to settle in the manner
26 and upon the terms set forth in this Agreement to put to rest the Released Claims.

27 8. It is the desire of the Parties to fully, finally and forever settle, compromise and
28 discharge all disputes and claims that were alleged in Plaintiff's Complaint and LWDA Notice

1 Letter in this case and that could have been alleged based on the facts therein. To achieve a full and
2 complete release of claims, the Parties acknowledge that this Stipulation of Settlement is intended
3 to include in its effect all claims alleged, and that could have been alleged, in the LWDA Notice
4 Letter and the Action, and all Released Claims against all Released Parties (as defined herein) as of
5 the date of the Court's approval of this Settlement.

6 9. This release includes Defendant, and any of its former and present parents,
7 subsidiaries, affiliates, and its former and present officers, directors, owners, employees, partners,
8 and agents, and any other predecessors, successors, assigns, or legal representatives ("Released
9 Parties"), from any and all claims, causes of action, damages, expenses, benefits, interest, penalties,
10 attorneys' fees, costs, and any other form of relief or remedy in law, equity, or whatever kind or
11 nature that were asserted or could have been asserted based on the facts alleged and with respect to
12 the claims asserted in Plaintiff's LWDA Notice and Complaint for the entire PAGA Period.

13 10. "PAGA Counsel" means Castle Law: California Employment Counsel PC, and
14 Blumenthal Nordrehaug Bhowmik De Blouw LLP, the attorneys representing the Plaintiff in the
15 Action. PAGA Counsel has conducted a thorough investigation into the facts of this representative
16 case, including an extensive review of relevant documents and data, and has diligently investigated
17 Plaintiff's and the PAGA Members' claims against Defendant. Based on their own independent
18 investigation and evaluation, PAGA Counsel are of the opinion that the Settlement with Defendant
19 for the consideration and on the terms set forth in this Stipulation of Settlement is fair, reasonable
20 and adequate and is in the best interest of Plaintiff and the PAGA Members in light of all known
21 facts and circumstances, including the risk of significant delay, the numerous defenses asserted by
22 Defendant, and various potential appellate issues.

23 11. The Parties agree to cooperate and take all steps necessary and appropriate to
24 consummate this Settlement and to effectuate a judgment. In the event that: (i) the Court does not
25 approve the Settlement as provided herein; or (ii) the Effective Date does not occur for any other
26 reason apart from the Court's refusal to approve, then this Settlement Agreement—and any
27 documents generated to bring it into effect—will be null and void, and the Parties will be returned
28 to their respective positions.

12. This Settlement provides for mailing of an explanatory notice (as set forth in **Exhibit A** below) (the “Settlement Notice”) and payment of Settlement Awards (as defined herein) to all PAGA Members according to a specified formula as provided herein. The gross total payment under the Settlement, including all attorneys’ fees and costs, settlement administration costs, interest, PAGA penalties and any other payments provided by this Settlement is \$288,600.00. It is understood and agreed that Defendant’s gross total liability under this Settlement shall not exceed \$288,600.00. It is further understood and agreed that Defendant shall have no obligation to pay any person, entity or organization more than its gross total liability under this Settlement as set forth above, which includes the total amount of: (1) the Settlement Awards to the PAGA Group; (2) the attorneys’ fees and costs approved by the Court; (3) the actual fees and expenses of the Settlement Administrator; and (4) payment to the State of California pursuant to PAGA.

TERMS OF SETTLEMENT

13. NOW THEREFORE, in consideration of the mutual covenants, promises and agreements set forth herein, the Parties agree, subject to the Court’s approval, as follows:

a. It is agreed by and among Plaintiff and Defendant that any PAGA claims, damages or causes of action arising out of the disputes which are the subject of the LWDA Notice Letter and this Action or that could have been included in the LWDA Notice Letter and this Action, be settled and compromised as between the Plaintiff, the PAGA Members (including Plaintiff) and Defendant, subject to the terms and conditions set forth in this Stipulation of Settlement and approval by the Court.

b. Effective Date: The Settlement embodied in this Stipulation of Settlement shall become effective when all of the following events have occurred: (i) this Stipulation of Settlement has been executed by all Parties and by counsel for the PAGA Members and Defendant; (ii) the Court has approved this PAGA Settlement, and (iii) the Judgement is final. The term “Judgment” means the judgment entered by the Court based upon the final approval by the Court.

c. Gross Settlement Amount, and Net Settlement Amount: To implement the terms of this Settlement, Defendants agree to pay a gross settlement amount of \$288,600.00 (“Gross Settlement Amount”).

1 i. At no time shall Defendant have the obligation
2 to segregate the funds comprising the Gross Settlement Amount. The Gross
3 Settlement Amount will be used to pay all Settlement Awards for the PAGA
4 Members, all attorneys' fees and costs of PAGA Counsel, all fees and
5 expenses of the Settlement Administrator, the payment to the State of
6 California pursuant to the PAGA, and other payments provided by this
7 Settlement.

8 The Net Settlement Amount shall be calculated by deducting all attorneys' fees and
9 costs, the actual fees and expenses of the Settlement Administrator, and the PAGA Representative
10 Service Payment (defined herein) from the Gross Settlement Amount ("Net Settlement Amount").
11 The Settlement Awards to PAGA Members will be calculated by the Settlement Administrator based
12 on Defendant's records and paid out of the Net Settlement Amount as detailed in Paragraph 14(d)
13 below. The Gross Settlement Amount shall be paid by Defendant to the Settlement Administrator
14 within thirty (30) days after the Settlement becomes final and effective under Paragraph 14(b).

15 d. California Private Attorneys' General Act Allocation: Seventy-five percent
16 (75%) of the Net Settlement Amount will be paid to the State of California's LWDA pursuant to the
17 PAGA (the "LWDA PAGA Payment") and the remaining 25% will be paid as Settlement Awards
18 to the PAGA Members (the "Employee PAGA Payment"). The Settlement Awards will be
19 calculated by the Settlement Administrator based on Defendant's records and paid out of the Net
20 Settlement Amount as detailed in Paragraph 14(e) below. The Net Settlement Amount will be
21 distributed as provided herein within fifteen (15) days of Defendant funding of the Settlement.

22 e. Settlement Awards: The term "Settlement Awards" means the PAGA
23 Members' *pro rata* shares of the Employee PAGA Payment calculated according to the number of
24 pay periods each PAGA Member worked during the PAGA Period. The Settlement Administrator
25 shall first determine for each PAGA Member the pay periods the PAGA Member actively worked
26 for Defendant during the PAGA Period. The Settlement Administrator shall divide the amount of
27 the Employee PAGA Payment by the sum of all PAGA Members' pay periods worked to calculate
28 an "Estimated Amount Per Pay Period." For each PAGA Member, the Settlement Administrator

1 shall then multiply the Estimated Amount Per Pay Period by the PAGA Member's pay periods
2 worked in the PAGA Period to determine each individual Settlement Award. Defendant represents
3 that the approximate number of pay periods during the PAGA Period was 6,272. The Settlement
4 Award process is discussed further below.

5 f. Allocation and Taxability of Settlement Awards: The individual Settlement
6 Awards payable to PAGA Members shall be allocated entirely to alleged unpaid penalties and
7 unpaid interest, for which IRS Forms 1099-MISC will issue to the PAGA Members. PAGA
8 Members assume full responsibility and liability for any taxes owed or attributable to the Settlement
9 Awards paid to the PAGA Members under this Settlement.

10 g. Settlement Awards Do Not Trigger Additional Benefits: All Settlement
11 Awards to PAGA Members shall be deemed to be income to such PAGA Members solely in the
12 year in which such awards actually are received by the PAGA Members. It is expressly understood
13 and agreed that the receipt of such Settlement Awards will not entitle any PAGA Member to
14 additional compensation or benefits under any company bonus, contest or other compensation or
15 benefit plan or agreement in place during the period covered by the Settlement, nor will it entitle
16 any PAGA Member to any increased retirement, 401(k) benefits or matching benefits, or deferred
17 compensation benefits. No deductions or contributions for 401(k) shall be made from the Settlement
18 Awards. It is the intent of this Settlement that the Settlement Awards provided for in this Agreement
19 are the sole payments to be made by Defendant to PAGA Members in connection with this
20 Settlement, and that the PAGA Members are not entitled to any new or additional compensation or
21 benefits as a result of having received the Settlement Awards (notwithstanding any contrary
22 language or agreement in any benefit or compensation plan document that might have been in effect
23 during the period covered by this Settlement).

24 h. Attorneys' Fees and Attorneys' Costs: Subject to Court approval, attorneys'
25 fees and costs shall be paid to Plaintiff's Counsel from the Gross Settlement Amount, as set forth in
26 Paragraph 15 below. The Court-approved attorneys' fees and costs will be paid out of the Gross
27 Settlement Amount to PAGA Counsel within five (5) days after the Settlement is funded by
28 Defendant.

1 i. Settlement Administrator: The Parties have jointly selected ILYM Group to
2 serve as the “Settlement Administrator” and verified that, as a condition of appointment, ILYM
3 Group agrees to be bound by this Stipulation of Settlement and to perform, as a fiduciary, all duties
4 specified in this Stipulation of Settlement in exchange for payment of actual expenses and fees
5 incurred in the administration of this Settlement (“Administration Expenses”). The Parties and their
6 counsel represent that they have no interest or relationship, financial or otherwise, with the
7 Settlement Administrator other than a professional relationship arising out of prior experiences
8 administering settlements. However, the Parties shall have the right to select or substitute a different
9 Settlement Administrator by mutual agreement at any time. The fees of the Settlement
10 Administrator for work done shall be paid from the Gross Settlement Amount. ILYM Group has
11 capped the Administration Expenses at \$3,450.00. The Court-approved Administration Fees will
12 be paid out of the Gross Settlement Amount within five (5) days after the Settlement is funded by
13 Defendant. The Settlement Administrator is discussed further below.

14 SETTLEMENT ADMINISTRATION

15 14. The Settlement Administrator will send an agreed upon explanatory notice of the
16 Settlement, attached hereto as **Exhibit A**, along with the Settlement Award to all PAGA Members
17 as discussed herein. The Settlement Administrator will calculate the Settlement Award amounts
18 due to PAGA Members in accordance with this Stipulation of Settlement. The Settlement
19 Administrator shall report, in summary or narrative form, the substance of its findings. The
20 Settlement Administrator shall establish a settlement fund that meets the requirements of a Qualified
21 Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1. Upon receipt of funds
22 from Defendant and as provided by the terms of the Settlement, the Settlement Administrator will
23 issue and send out the Settlement Awards to PAGA Members. Tax treatment of the Settlement
24 Awards will be as set forth herein, and in accordance with state and federal tax laws. All disputes
25 relating to the Settlement Administrator’s performance of duties shall be referred to the Court, if
26 necessary, which will have continuing jurisdiction over the terms and conditions of this Stipulation
27 of Settlement until all payments and obligations contemplated by this Stipulation of Settlement have
28 been fully carried out.

1 ATTORNEYS' FEES AND COSTS

2 15. In consideration for settling this matter and in exchange for the release of claims by
3 Plaintiff and the PAGA Members, and subject to approval or modification by the Court, PAGA
4 Counsel's attorneys' fees and costs shall be subtracted from the Gross Settlement Amount, as
5 approved by the Court. Subject to Court approval, PAGA Counsel's attorney's fees shall be an
6 amount not to exceed 33.33% of the Gross Settlement Amount, that is \$96,190.38. In addition, and
7 also subject to Court approval, PAGA Counsel shall be reimbursed for their actual out-of-pocket
8 expenses and legal costs (subject to proof) in an amount not to exceed \$20,000.00. Subject to the
9 maximum application amount of these above stated amounts, attorneys' fees and costs approved by
10 the Court will cover all work performed and all fees and costs incurred to date, and all work to be
11 performed and all fees and costs to be incurred in connection with the approval by the Court of this
12 Stipulation of Settlement, the administration of the Settlement, and obtaining the Judgment in this
13 case. The attorneys' fees and costs approved by the Court shall be paid out of the Settlement
14 Administrator's QSF to PAGA Counsel within five (5) days after the Settlement is funded by
15 Defendant.

16 16. The Released Parties shall have no liability to PAGA Counsel or any other of
17 Plaintiff's counsel arising from any claim to any portion of PAGA Counsel's attorneys' fees and
18 costs. The Settlement Administrator will pay PAGA Counsel's attorneys' fees and costs using one
19 or more IRS 1099-MISC Forms. PAGA Counsel assumes full responsibility and liability for taxes
20 owed on the attorneys' fees and costs incurred as a result of the Action and holds Defendant
21 harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or
22 sharing of any of these payments for attorneys' fees and costs by Defendant pursuant to this
23 Settlement.

24 SETTLEMENT AWARD ADMINISTRATION

25 17. Thirty (30) calendar days after the Parties have executed this Stipulation of
26 Settlement, Defendant shall provide to the Settlement Administrator a spreadsheet, which will list
27 for each PAGA Member the PAGA Member's name, last-known address, last-known telephone
28 number, and the number of pay periods worked through the date of the report (the "PAGA Members'

1 Data"). This spreadsheet shall be based on Defendant's payroll and other business records. The
2 Settlement Administrator will run a check of the PAGA Members' address against those on file with
3 the U.S. Postal Service's National Change of Address Database. Within fifteen (15) calendar days
4 after the Settlement is funded by Defendant, the Settlement Administrator will mail the Settlement
5 Notice to all PAGA Members with the PAGA Members' individual Settlement Awards.

6 a. Prior to the mailing of the Settlement Notice and
7 Settlement Awards, the Settlement Administrator will search for updated
8 addresses through the U.S. Postal Service's National Address Database.
9 Notices returned to the Settlement Administrator as non-delivered shall be
10 re-mailed to the forwarding address, if any, on the returned envelope; any
11 returned envelopes with forwarding addresses will be used by the Settlement
12 Administrator to forward the Settlement Notice and Settlement Awards to the
13 PAGA Members. If no forwarding address is provided, the Settlement
14 Administrator will perform a computer search for a new address and an
15 additional skip tracing pursuant to its usual and customary procedures.

16 b. All costs associated with the Settlement Notices are
17 part of, and included within, the Gross Settlement Amount.

18 SETTLEMENT AWARD PROCESS

19 18. Within fifteen (15) days after the Settlement is funded, the Settlement Awards will
20 be mailed to the PAGA Members along with the Settlement Notice. The Settlement Award checks
21 shall remain valid and negotiable for 180 calendar days from the date of issuance and will be
22 cancelled by the Settlement Administrator if not cashed within that time. The checks provided to
23 the PAGA Members shall prominently state the checks will expire in 180 calendar days, or
24 alternatively, such a statement may be made in the Settlement Notice accompanying the check.
25 PAGA Members shall be bound by the Settlement whether or not they cash their Settlement Award
26 check.

27 19. Any unclaimed funds in the Settlement Administrator's QSF as a result of a failure
28 to timely cash a Settlement Award check shall be paid out to Center for Workers Rights, as the cy

1 *pres* recipient pursuant to Code of Civil Procedure Section 384, subject to Court approval.

2 20. Pro Rata Increase: If the number of employees exceeds 153 or the number of pay
3 periods exceeds 6,272 by more than 10%, the GSA will increase pro rata per additional PAGA
4 member or additional pay period, whichever is greater. In the alternative, the number of employees
5 and/or the number of pay periods shall be capped at that number on the date such numbers are
6 reached.

7 RELEASED CLAIMS

8 21. Release by Aggrieved Employees: Upon approval by the Court of this Stipulation of
9 Settlement, all PAGA Members, including Plaintiff, on behalf of themselves and their former and
10 present representatives, agents, attorneys, heirs, administrators, successors, and assigns, fully
11 release and discharge the Released Parties from any and all claims, causes of action, damages,
12 expenses, benefits, interest, penalties, attorneys' fees and costs, and any other form of relief or
13 remedy in law, equity, or whatever kind or nature that were asserted or could have been asserted
14 based on the facts alleged and with respect to the claims asserted in Plaintiff's LWDA Notice Letter
15 and the Lawsuit for the entire PAGA Period.

16 22. Release by PAGA Counsel: PAGA Counsel release, on behalf of their present and
17 former attorneys, employees, agents, successors, and assigns, the Released Parties from all claims
18 for PAGA penalties or attorneys' fees that were alleged or reasonably could have been alleged,
19 based on the facts stated in Plaintiff's Complaint and the LWDA Notice Letter during the PAGA
20 Period.

21 23. Plaintiff's Release: Upon approval by the Court of this Stipulation of Settlement,
22 Plaintiff and his former and present spouses, representatives, agents, attorneys (including PAGA
23 Counsel), heirs, administrators, successors, and assigns generally, release and discharge the
24 Released Parties from all claims, transactions, or occurrences that occurred during the PAGA
25 Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged,
26 based on the facts contained in the Complaint and the LWDA Notice Letter ("Plaintiff's Release").
27 Plaintiff's Release does not extend to any claims or actions to enforce this Stipulation of Settlement,
28 or to any claims for vested benefits, unemployment benefits, disability benefits, social security

1 benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the
2 PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in
3 addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless,
4 that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different
5 or additional facts or Plaintiff's discovery of them.

6 24. Plaintiff's Waiver of Rights Under California Civil Code Section 1542: For purposes
7 of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits,
8 if any, of section 1542 of the California Civil Code, which reads: A general release does not extend
9 to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at
10 the time of executing the release, and that if known by him or her would have materially affected
11 his or her settlement with the debtor or Released Party.

12 PARTIES' DUTIES TO OBTAIN COURT APPROVAL OF THE PAGA SETTLEMENT

13 25. Plaintiff shall promptly submit this Stipulation of Settlement to the LWDA within
14 one (1) week of all signatures being obtained from Plaintiff and Defendant, and their respective
15 counsel. This Settlement shall remain confidential until filed with the Court. Promptly upon
16 execution of this Stipulation of Settlement, Plaintiff shall apply to the Court for entry of an order
17 approving the PAGA Settlement consistent with the terms provided herein.

18 PARTIES' AUTHORITY

19 26. The signatories hereto hereby represent that they are fully authorized to enter into
20 this Stipulation of Settlement and bind the Parties hereto to the terms and conditions thereof.

21 MUTUAL FULL COOPERATION

22 27. The Parties agree to fully cooperate with each other to accomplish the terms of this
23 Stipulation of Settlement, including but not limited to, execution of such documents and taking such
24 other action as reasonably may be necessary to implement the terms of this Stipulation of Settlement.
25 Once the Settlement is final and effective, the Parties agree to seek final dismissal of the Lawsuit.
26 The Parties to this Stipulation of Settlement shall use their best efforts, including all efforts
27 contemplated by this Stipulation of Settlement and any other efforts that may become necessary by
28 order of the Court, or otherwise, to effectuate this Stipulation of Settlement and the terms set forth

1 herein. As soon as practicable after execution of this Stipulation of Settlement, PAGA Counsel
2 shall, with the assistance and cooperation of Defendant and its counsel, take all necessary steps to
3 secure the Court's final approval of this Stipulation of Settlement.

4 NO PRIOR ASSIGNMENTS

5 28. The Parties and their counsel represent, covenant and warrant that they have not
6 directly or indirectly assigned, transferred, encumbered or purported to assign, transfer or encumber
7 to any person or entity any portion of any liability, claim, demand, action, cause of action or right
8 herein released and discharged except as set forth herein.

9 NO ADMISSION

10 29. Nothing herein shall constitute any admission by Defendant of wrongdoing or
11 liability, or of the truth of any factual allegations in the Lawsuit. Nothing herein shall constitute an
12 admission by Defendant that the Lawsuit was properly brought as a representative action other than
13 for settlement purposes. To the contrary, Defendant has denied and continues to deny each and
14 every material factual allegation and alleged claim asserted in the Lawsuit. To this end, the
15 settlement of the Lawsuit, the negotiation and execution of this Stipulation of Settlement, and all
16 acts performed or documents executed pursuant to or in furtherance of this Stipulation of Settlement
17 or the settlement are not, shall not be deemed to be, and may not be used as, an admission or evidence
18 of any wrongdoing or liability on the part of Defendant or of the truth of any of the factual allegations
19 in the Lawsuit; and are not, shall not be deemed to be, and may not be used as, an admission or
20 evidence of any fault or omission on the part of Defendant in any civil, criminal or administrative
21 proceeding any court, administrative agency or other tribunal.

22 CONSTRUCTION

23 30. The Parties hereto agree that the terms and conditions of this Stipulation of
24 Settlement are the result of lengthy, intensive arms-length negotiations between the Parties and
25 through a third-party mediator, and this Stipulation of Settlement shall not be construed in favor of
26 or against any party by reason of the extent to which any party or his, her or its counsel participated
27 in the drafting of this Stipulation of Settlement. All Parties have contributed to the preparation and
28 drafting of this Stipulation of Settlement.

1 CAPTIONS AND INTERPRETATIONS

2 31. Paragraph titles or captions contained herein are inserted as a matter of convenience
3 and for reference, and in no way define, limit, extend or describe the scope of this Stipulation of
4 Settlement or any provision of it. Each term of this Stipulation of Settlement is contractual and not
5 merely a recital.

6 MODIFICATION

7 32. This Stipulation of Settlement may not be changed, altered or modified, except in
8 writing and signed by the Parties hereto and approved by the Court. This Stipulation of Settlement
9 may not be discharged except by performance in accordance with its terms or by a writing signed
10 by the Parties hereto.

11 INTEGRATION CLAUSE

12 33. This Stipulation of Settlement contains the entire agreement between the Parties
13 relating to the settlement transaction contemplated hereby, and all prior or contemporaneous
14 agreements, understandings, representations and statements, whether oral or written and whether by
15 a party or such party's legal counsel, are merged herein. No rights hereunder may be waived except
16 in writing.

17 BINDING ON ASSIGNS

18 34. This Stipulation of Settlement shall be binding upon and inure to the benefit of the
19 Parties and their respective heirs, trustees, executors, administrators, successors and assigns.

20 PAGA MEMBER SIGNATORIES

21 35. It is agreed that because the PAGA Members are so numerous, it is impossible or
22 impractical to have each PAGA Member execute this Stipulation of Settlement. Further, it is not
23 legally required for each PAGA Member to sign in order for the Settlement to be binding upon the
24 State of California and PAGA Members.

25 COUNTERPARTS

26 36. This Stipulation of Settlement may be executed in counterparts and by facsimile
27 signatures, and when each party has signed and delivered at least one such counterpart, each
28 counterpart, including email and PDF versions, shall be deemed an original and, when taken together

1 with other signed counterparts, shall constitute one Stipulation of Settlement binding upon and
2 effective as to all Parties.

3 NO PUBLICITY MEDIA AND PRESS COMMUNICATIONS

4 37. Plaintiff agrees that he will not publicize this litigation or this Settlement in any
5 manner. Plaintiff and PAGA Counsel agree that they will not issue any press releases, initiate any
6 contact with the press, respond to any press inquiry, or have any communication with the press about
7 this case. If contacted by the press or media, Plaintiff may only state that the case has been resolved.
8 Plaintiff will refrain from discussing the terms or the fact of this Settlement with third parties other
9 than: (1) his immediate family members; and (2) his accountants or lawyers as necessary for tax
10 purposes. If he is asked by any person or entity about the matter, he may only state that the case has
11 been resolved.

12 NO TAX ADVICE

13 38. Neither Plaintiff, PAGA Counsel, nor Defendant's counsel are providing any advice
14 regarding taxes or taxability, nor shall anything in this Stipulation of Settlement be relied upon as
15 such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as
16 amended) or otherwise.

17 CONTINUING JURISDICTION OF THE COURT

18 39. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over
19 the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Stipulation of
20 Settlement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing
21 such post-Judgment matters as are permitted by law.

22 40. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
23 conditions of this Agreement, the Parties, their respective counsel waive all rights to appeal from
24 the Judgment, including all rights to post-judgment and appellate proceedings, the right to file
25 motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of
26 appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another
27 party appeals the Judgment, the Parties' obligations to perform under this Agreement will be
28 suspended until such time as the appeal is finally resolved and the Judgment becomes final, except

1 as to matters that do not affect the amount of the Net Settlement Amount.

2 IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint
3 Stipulation of Settlement and Release between Plaintiff and Defendants as of the date(s) set forth
4 below:

5 **PLAINTIFF AND PAGA REPRESENTATIVE**

6 Dated: 06/11/24

PLAINTIFF SIXTO CASILLAS

7
8 
9 By Sixto Casillas (Jun 11, 2024 10:37 PDT)
Sixto Casillas

10 **DEFENDANT**

11 Dated: _____

DEFENDANT PANTOS USA, INC.

12
13 By _____
14 Ho Chang Kim
on Behalf of PANTOS USA, INC.

15
16 **APPROVED AS TO FORM**

17 Dated: 06/11/2024

18 CASTLE LAW: CALIFORNIA
EMPLOYMENT COUNSEL, PC

19 By 
20 Timothy B. Del Castillo
21 Kent L. Bradbury
22 Attorneys for Plaintiff

23 Dated: _____

24 O'HAGAN MEYER

25
26 By _____
27 Jack Jimenez
28 Attorneys for Defendant

1 as to matters that do not affect the amount of the Net Settlement Amount.

2 IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint
3 Stipulation of Settlement and Release between Plaintiff and Defendants as of the date(s) set forth
4 below:

5 **PLAINTIFF AND PAGA REPRESENTATIVE**

6 Dated: _____

PLAINTIFF SIXTO CASILLAS

7
8
9 By _____
Sixto Casillas

10 **DEFENDANT**

11 Dated: Jun 14, 2024

DEFENDANT PANTOS USA, INC.

12
13 By Hochang Kim
Hochang Kim (Jun 14, 2024 09:16 EDT)
14 Ho Chang Kim
on Behalf of PANTOS USA, INC.

15
16 **APPROVED AS TO FORM**

17 Dated: _____

CASTLE LAW: CALIFORNIA
EMPLOYMENT COUNSEL, PC

18
19 By _____
20 Timothy B. Del Castillo
21 Kent L. Bradbury
Attorneys for Plaintiff

22
23 Dated: _____

O'HAGAN MEYER

24
25
26 By _____
27 Jack Jimenez
Attorneys for Defendant

1 as to matters that do not affect the amount of the Net Settlement Amount.

2 IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint
3 Stipulation of Settlement and Release between Plaintiff and Defendants as of the date(s) set forth
4 below:

5 **PLAINTIFF AND PAGA REPRESENTATIVE**

6 Dated: _____

PLAINTIFF SIXTO CASILLAS

7

8

9

By _____
Sixto Casillas

10

DEFENDANT

11

12

Dated: _____

DEFENDANT PANTOS USA, INC.

13

14

By _____
Ho Chang Kim
on Behalf of PANTOS USA, INC.

15

16 **APPROVED AS TO FORM**

17

18

Dated: _____

CASTLE LAW: CALIFORNIA
EMPLOYMENT COUNSEL, PC

19

20

By _____
Timothy B. Del Castillo
Kent L. Bradbury
Attorneys for Plaintiff

21

22

23

Dated: June 14, 2024

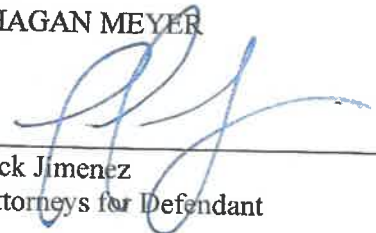
24

25

O'HAGAN MEYER

26

27

By 
Jack Jimenez
Attorneys for Defendant

28