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

MONICA DEL RIO, an individual, on behalf of
herself and other employees and on behalf of the
State of California and the Labor and Workforce
Development Agency,

Plaintiff,

v.

GOLDEN WEST SECURITY, INC., a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No.: 23STC:V20214

**SECOND AMENDED JOINT STIPULATION
AND AGREEMENT FOR CLASS/PAGA
REPRESENTATIVE ACTION
SETTLEMENT AND [PROPOSED] ORDER**

Complaint: August 23, 2023
FAC: October 25, 2023
Trial: Not Set

1 This Second Amended Class/PAGA Settlement Agreement (“Settlement Agreement” or
2 “Agreement”) is made by and between plaintiff MONICA DEL RIO (“Plaintiff”) and Defendant
3 GOLDEN WEST SECURITY, INC., (“Defendant”). The Agreement refers to Plaintiff and
4 Defendant as “Parties,” or individually as “Party.”

5 **1. DEFINITIONS.**

6 1.1. “Action” means the Plaintiff’s Class/PAGA lawsuit alleging wage-and-hour violations
7 against DEFENDANT captioned *Monica Del Rio v, Golden West Security, Inc.*, Case No.
8 23STC:V20214 initiated on August 23, 2023 and pending in Superior Court of the State of
9 California, County of Los Angeles.

10 1.2. “Administrator” means, Phoenix, the neutral entity the Parties have agreed to appoint
11 to administer the Settlement.

12 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid
13 from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance
14 with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of
15 this Settlement.

16 1.4a. “Class Employee” means all non-exempt employees employed by DEFENDANT in
17 California during the Class Period.

18 1.4b. “Aggrieved Employee” means all non-exempt employees employed by
19 DEFENDANT in California during the PAGA Period.

20 1.5a. “Class Employee Data” means Class Employee identifying information in
21 DEFENDANT’s possession including each Class Employee’s name, last-known mailing address,
22 Social Security number, and number of Class Pay Periods.

23 1.5b. “Aggrieved Employee Data” means Aggrieved Employee identifying information in
24 DEFENDANT’s possession including each Aggrieved Employee’s name, last-known mailing
25 address, Social Security number, and number of PAGA Pay Periods.

26 1.6a. “Class Employee Address Search” means the Administrator’s investigation and
27 search for current Class Employee mailing addresses using all reasonably available sources,
28 methods and means including, but not limited to, the National Change of Address database, skip

traces, and direct contact by the Administrator with Class Employees.

1.6b. “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 Los Angeles.

1.8. “Defense Counsel” means Jose. R. Gonzalez and Ian McClain-Sewer of CRUSER MITCHELL, NOVITZ, SANCHEZ, GASTON, & ZIMET, LLP.

1.9. “Effective Date” means the date by when the Court enters a Judgment on its Order Approving the class and PAGA Settlement.

1.10. “Gross Settlement Amount” means \$960,000.00 which is the total amount DEFENDANT agrees to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class/PAGA Counsel Fees Payment, Class/PAGA Counsel Litigation Expenses Payment, Plaintiff’s Enhancement Award and the Administrator’s Expenses Payment.

1.10(a). “Gross Settlement Amount Breakdown” Within fourteen (14) days after the Effective Date, Defendant will transmit the Gross Settlement Amount to the Administrator. The Administrator shall distribute the funds as follows:

Total Gross Settlement Amount	\$960,000.00:
Attorney Fees 33 1/3%	\$319,968.00
Case costs up to	\$19,000.00 ¹
Plaintiff Enhancement	
Award	\$5,000.00
Administration Costs	\$10,000.00
PAGA	\$50,000.00
Gross Distribution to Class	\$556,032.00

¹ Due to Plaintiff’s additional expert analysis, Plaintiff’s requests for litigation costs has increased.

1 1.11a. "Individual Class Payment" means the Class Employee's pro rata share of the
2 Net Settlement Amount calculated according to the number of Pay Periods the Putative Class
3 Member worked during the Class Period.

4 1.11b. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of
5 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved
6 Employee worked during the PAGA Period.

7 1.11c. "Enhancement Award" means Plaintiff's enhancement award for assisting in
8 prosecuting this case.

9 1.12. "Judgment" means the judgment entered by the Court based upon the Final
10 Approval.

11 1.13. "LWDA" means the California Labor and Workforce Development Agency, the
12 agency entitled, under Labor Code section 2699, subd. (i).

13 1.14. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the
14 LWDA under Labor Code section 2699, subd. (i).

15 1.15. "Net Settlement Amount" means the Gross Settlement Amount, less the following
16 payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA
17 Payment, Class/PAGA Counsel Fees Payment, Class/PAGA Counsel Litigation Expenses
18 Payment, Plaintiff's Enhancement Award, and the Administration Expenses Payment. The
19 remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.

20 1.16. "Plaintiff's Counsel" and "Class/PAGA Counsel" means Aidin D. Ghavimi and
21 Zachary D. Greenberg at Starpoint, LC.

22 1.17. "Class/PAGA Counsel Fees Payment" and "Class/PAGA Counsel Litigation
23 Expenses Payment" mean the amounts allocated to Class/PAGA Counsel for reimbursement of
24 reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

25 1.18a. "Class Pay Period" means any Pay Period during which a Class Employee
26 worked for DEFENDANT for at least one day during the Class Period.

27 1.18b. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee
28 worked for DEFENDANT for at least one day during the PAGA Period.

1.19a. "Class Period" means August 23, 2019, through November 19, 2023.

1.19b. "PAGA Period" means June 15, 2022, through November 19, 2023.

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

1.21. "PAGA Notice" means Plaintiff Monica Del Rio's letter to DEFENDANT and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(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 (\$12,500.00) and 75% to the LWDA (\$37,500.00) in settlement of PAGA claims.

1.23. "Plaintiff" means Monica Del Rio the named Plaintiff in the Action.

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

1.25. "Released Parties" means: DEFENDANT and each of its former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns and affiliates.

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

2. RECITALS.

2.1. On or about August 23, 2023, Plaintiff, individually and on behalf of aggrieved employees all others similarly situated, commenced this Action by filing a Complaint alleging causes of action against DEFENDANT for (1) Failure to Pay Minimum Wages (Lab. C. §§ 1182.12, 1194, 1194.2, 1197 and 1197.1); (2) Failure to Pay Overtime Wages (Cal. Lab. C. §§ 510, *et seq.*); (3) Failure to Timely Pay Wages During Employment (Cal. Lab. C. §§ 204, 210); (4) Failure to Timely Pay Wages Upon Termination (Cal. Lab. C. §§ 201 – 203); (5) Failure to Pay Meal Period Premiums (Cal. Lab. C. §§ 226.7, 512); (6) Failure to Pay Rest Period Premiums (Cal. Lab. C. §§ 226.7, 512); (7) Failure to Provide Accurate Wage Statements (Cal. Lab. C. § 226); (8) Failure to Indemnify for Business Expenses (Cal. Lab. C. §§ 2800, 2802); (9) Unfair Competition (Cal. Bus. & Prof. C. §17200, *et seq.*); (10) Failure to Permit Inspection of Employment Records (Lab. C. §§ 226, 432, 1198.5); (11) Private Attorney General's Act

1 Violation (Cal. Lab. C. § 2698, *et seq.*) The Complaint is the operative complaint in the Action
2 (the “Operative Complaint”). DEFENDANT denies the allegations in the Operative Complaint,
3 denies any failure to comply with the laws identified in the Operative Complaint and denies any
4 and all liability for the causes of action alleged.

5 2.2. On June 15, 2023, Plaintiff provided written notice by online submission to the
6 LWDA and by U.S. Certified Mail to Defendant of the specific provisions of the California Labor
7 Code alleged to have been violated, including the facts and theories to support the alleged
8 violations. Plaintiff did not receive an LWDA Notice within sixty-five (65) calendar days of the
9 date of Plaintiff’s notice. Accordingly, Plaintiff properly exhausted the administrative remedies
10 before filing suit as required by Cal. Labor Code § 2699.3(a).

11 2.3. On September 19, 2023, the Parties participated in an all-day mediation presided over
12 by Lynn Frank which led to this Agreement to settle the Action.

13 2.4. Prior to mediation, the Parties engaged in substantial formal and informal discovery
14 through which Plaintiff obtained information from over 8,000 pages of Class Employees and
15 Aggrieved Employees’ time, wage and policy records during the class and PAGA Period.

16 2.5. The Parties, Class/PAGA Counsel, and Defense Counsel represent that they are not
17 aware of any other pending matter or action asserting claims that will be extinguished or affected
18 by the Settlement.

19 **3. MONETARY TERMS.**

20 3.1. Settlement Amount: The total settlement amount for the Action is **\$960,000.00** (the
21 “Settlement Amount” or “Settlement Fund”). With the exception of employer payroll
22 taxes, which will be paid separately from and in addition to the Settlement Amount, the
23 Settlement Amount is an “all in” amount, and includes all payments to the Class Members
24 and the Aggrieved Employees; Plaintiff’s counsel’s attorneys’ fees and costs; payment for
25 the PAGA settlement (a total of \$50,000.00 of which 75% [\$37,500.00] will be paid to the
26 LWDA, and 25% [\$12,500.00] will be paid to the Aggrieved Employees); the costs of
27 administration of the settlement; an enhancement payment to Plaintiff of \$5,000.00, subject
28 to Court approval.

1 3.1(a) Conditional Class Certification: The Parties agree to certify the class for the
2 purposes of settlement, pursuant to Code of Civil Procedure § 382. *See, e.g., Richmond v. Dart*
3 *Industries, Inc.* (1981) 29 Cal.3d 462, 470; *See, e.g., Stambaugh v. Sup. Ct.* (1976) 62 Cal. App.3d
4 231, 236; *See, e.g., Stambaugh v. Sup. Ct.* (1976) 62 Cal. App.3d 231, 236.”

5 3.2.1. Workweeks. Defendant has represented that there are approximately 53,768 affected
6 workweeks in the period from August 23, 2019, through November 19, 2023.

7 3.2.2. To the Administrator: An Administrator Expenses Payment not to exceed
8 \$10,000.00, except for a showing of good cause and as approved by the Court. To the extent the
9 Administration Expenses are less, or the Court approves payment less than \$10,000.00, the
10 Administrator will retain the remainder in the Net Settlement Amount.

11 3.2.3. Settlement Distribution. Class Member settlement shares to participating Class
12 Members will be calculated pro rata based on the number of workweeks worked in the Class
13 Period. Aggrieved Employee settlement shares will be calculated pro rata based on the number of
14 pay periods worked in the PAGA Period. Class Member Payments shall be reported as follows: (i)
15 20% of the amount distributed to each Participating Class Member will be considered wages, and
16 will be reported as such to each Participating Class Member on a W-2 Form; (ii) 40% of the
17 amount distributed to each Participating Class Member will be considered interest on the unpaid
18 wages, and will be reported as such to each Participating Class Member on an IRS Form 1099;
19 and (iii) 40% of the amount distributed to each Participating Class Member will be considered
20 statutory penalties, and will be reported as such to each Participating Class Member on an IRS
21 Form 1099. The PAGA payments distributed to each Aggrieved Employee will be considered
22 penalties and will be reported on an IRS Form 1099. Defendant’s portion of the payroll taxes are
23 not part of the Settlement Fund and shall be paid by Defendant separately.

24 3.2.3.2. If the Court approves PAGA Penalties of less than the amount requested, the
25 Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will
26 report the Individual PAGA Payments on IRS 1099 Forms.

27 **4. SETTLEMENT FUNDING AND PAYMENTS.**

28 4.1a. Class Employee Pay Periods. Based on a review of its records to date, DEFENDANT

1 estimates that as of September 26, 2023, there were **470** Class Employees who worked an average
2 of **104** Class Pay Periods.

3 4.1b. Aggrieved Employee Pay Periods. Based on a review of its records to date,
4 DEFENDANT estimates that as of September 26, 2023, there were **137** Aggrieved Employees
5 who worked a total of **26** PAGA Pay Periods.

6 4.2. Class/Aggrieved Employee Data. Within fourteen (14) days, DEFENDANT will
7 simultaneously deliver the Class/Aggrieved Employee Data to the Administrator in the form of a
8 Microsoft Excel spreadsheet. To protect Class Employee's/Aggrieved Employee's privacy rights,
9 the Administrator must maintain the Class/Aggrieved Employee Data in confidence, use the
10 Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and
11 restrict access to the Class/Aggrieved Employee Data to Administrator employees who need
12 access to the Class/Aggrieved Employee Data to effect and perform under this Agreement.
13 DEFENDANT has a continuing duty to immediately notify Class/PAGA Counsel if it discovers
14 that the Class/Aggrieved Employee Data omitted employee identifying information and to provide
15 corrected or updated Class/Aggrieved Employee Data as soon as reasonably feasible. Without any
16 extension of the deadline by which DEFENDANT must send the Class/Aggrieved Employee Data
17 to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith,
18 to reconstruct or otherwise resolve any issues related to missing or omitted Class/Aggrieved
19 Employee Data.

20 4.3. Funding of Gross Settlement Amount. DEFENDANT shall fully fund the Gross
21 Settlement Amount by transmitting the funds to the Administrator no later than 14 days after the
22 Effective Date.

23 4.4. Payments from the Gross Settlement Amount. Within fourteen (14) days after
24 DEFENDANT funds the Gross Settlement Amount by sending funds to the Administrator, the
25 Administrator will mail checks for all Individual Class Payments, Individual PAGA Payments, the
26 LWDA PAGA Payment, the Administration Expenses Payment, Plaintiff's Enhancement Award,
27 Class/PAGA Counsel Fees Payment and Class/PAGA Counsel Litigation Expenses Payment.

28 4.4.1a. The Administrator will issue checks for the Individual Class Payments and send

1 them to the Class Employees via First Class U.S. Mail, postage prepaid. The face of each check
2 shall prominently state the date (not less than 180 days after the date of mailing) when the check
3 will be voided. The Administrator will cancel all checks not cashed by the void date. Before
4 mailing any checks, the Settlement Administrator must update the recipients' mailing addresses
5 using the National Change of Address Database.

6 4.4.1b. The Administrator will issue checks for the Individual PAGA Payments and send
7 them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each
8 check shall prominently state the date (not less than 180 days after the date of mailing) when the
9 check will be voided. The Administrator will cancel all checks not cashed by the void date. Before
10 mailing any checks, the Settlement Administrator must update the recipients' mailing addresses
11 using the National Change of Address Database.

12 4.4.2a. The Administrator must conduct a Class Employee Address Search for all Class
13 Employees whose checks are returned undelivered without USPS forwarding address. Within
14 seven (7) days of receiving a returned check, the Administrator must re-mail checks to the USPS
15 forwarding address provided or to an address ascertained through the Class Employee Address
16 Search. The Administrator need not take further steps to deliver checks to Class Employees whose
17 re-mailed checks are returned as undelivered. The Administrator shall promptly send a
18 replacement check to any Class Employee whose original check was lost or misplaced, as
19 requested by the Class Employee prior to the void date.

20 4.4.2b. The Administrator must conduct an Aggrieved Employee Address Search for all
21 Aggrieved Employees whose checks are returned undelivered without USPS forwarding address.
22 Within seven (7) days of receiving a returned check, the Administrator must re-mail checks to the
23 USPS forwarding address provided or to an address ascertained through the Aggrieved Employee
24 Address Search. The Administrator need not take further steps to deliver checks to Aggrieved
25 Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly
26 send a replacement check to any Aggrieved Employee whose original check was lost or
27 misplaced, as requested by the Aggrieved Employee prior to the void date.

28 4.4.2c. Each Class Employee who does not timely submit a valid opt-out request will

1 release, through the date of final approval, any and all known claims, contingent or accrued,
2 against Defendant and its current and former parents, predecessors or successors, holding
3 companies, affiliated companies or entities (including, but not limited to, owners, shareholders,
4 members, partners, officers, directors, managers, employees, and agents (the “Class Released
5 Parties”), that have been, or could have been, asserted against Defendant or any of the other
6 Released Parties and that arise from the facts, matters, transactions or occurrences alleged in the
7 Actions (the “Class Released Claims”).

8 4.4.2d. As class representative, Plaintiff will execute individual general releases of all
9 known and unknown claims under Civil Code § 1542.

10 4.4.2e. Plaintiff agrees that she will not optout of the settlement, and counsel for the
11 Parties, as well as the Parties, agree that they will not encourage others to opt out. Defendant may,
12 in its sole discretion, void the Settlement Agreement if 5% or more Class Members, opt out of the
13 settlement. However, in the event Defendant elects to void the Settlement Agreement, it will be
14 solely responsible to pay any cost of the Settlement Administrator incurred through the date it
15 voids the Settlement Agreement.

16 4.4.3. For any Class/Aggrieved Employee whose Individual Class Payment/ Individual
17 PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall
18 transmit the funds represented by such checks to the California Controller's Unclaimed Property
19 Fund in the name of the Class/Aggrieved Employee.

20 4.4.4. The payment of Individual Class Payments /Individual PAGA Payments shall not
21 obligate DEFENDANT to confer any additional benefits or make any additional payments to the
22 Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this
23 Agreement.

24 5. RELEASES OF CLAIMS. Effective on the date when DEFENDANT fully funds the
25 entire Gross Settlement Amount, Plaintiff and Class/PAGA Counsel will release claims against all
26 Released Parties as follows:

27 5.1 Plaintiff's Release. Plaintiff has simultaneously entered into a separate individual
28 settlement agreement that resolves the individual claims litigated in the Action and provides for a

1 general release of all known or unknown claims as set forth in that separate document. Plaintiff and
2 her respective former and present spouses, representatives, agents, attorneys (including
3 Class/PAGA Counsel), heirs, administrators, successors, and assigns generally, release and
4 discharge Released Parties from all claims, transactions, or occurrences [that occurred during the
5 Class/PAGA Period], including, but not limited to: (a) all claims that were, or reasonably could
6 have been, alleged, to seek civil penalties under PAGA based on the facts contained in the
7 Operative Complaint and the PAGA Notices (“Plaintiff’s Release”), expressly including civil
8 penalties for retaliation under Labor Code section 98.6, Labor Code section 210, and any other civil
9 penalties for Labor Code violations Plaintiff could collect. Plaintiff’s Release does not extend to
10 any claims or actions to enforce this Agreement, or to any claims for vested benefits,
11 unemployment benefits, disability benefits, social security benefits, workers’ compensation
12 benefits that arose at any time, or based on occurrences outside the Class/PAGA Period. Plaintiff
13 acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or
14 law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff’s Release
15 shall be and remain effective in all respects, notwithstanding such different or additional facts or
16 Plaintiff’s discovery of them.

17 5.1.1 Plaintiff’s Waiver of Rights Under California Civil Code Section 1542. For purposes
18 of Plaintiff’s Release, Plaintiff expressly waives and relinquishes the provisions, rights, and
19 benefits, if any, of section 1542 of the California Civil Code, which reads: A general release does
20 not extend to claims that the creditor or releasing party does not know or suspect to exist in her
21 favor at the time of executing the release, and that if known by her would have materially affected
22 her settlement with the debtor or Released Party.

23 5.2a Release by Class Employees: All Class Employees are deemed to release, on behalf
24 of themselves and their respective former and present representatives, agents, attorneys, heirs,
25 administrators, successors, and assigns, the Released Parties from all claims that were alleged, or
26 reasonably could have been alleged, based on the Class Period facts stated in the Operative
27 Complaint, including those arising from California Labor Code §§ 200, 201, 201.5, 202, 203, 204,
28 205.5, 206, 206.5, 208, 210, 226, 226(a)(1), 226(a)(5), 226(a)(8), 226(a)(9), 226(c), 226(e)(1),

1 226(f), 226.3, 226.6, 226.7, 226.7, 226.8, 227.3, 432, 510, 512, 512(a), 551, 552, 553, 558,
2 558(a)(3), 558.1, 1174(d), 1194, 1197, 1197.1, 1198.5, 1199, 2800 and 2802, and California
3 Business and Professions Code § 17200 *et seq.*, relating to: (a) failure to pay all overtime wages; (b)
4 failure to pay all minimum wages; (c) failure to pay wages; (d) failure to pay for all work, including
5 off-the-clock work; (e) failure to provide proper meal periods; (d) failure to authorize and permit rest
6 periods; (e) failure to furnish accurate wage statements; (f) waiting time penalties; (g) failure to
7 reimburse necessary expenditures; (h) failure to permit inspections of employee records; *and* (i)
8 failure to timely pay final wages.

9 5.2b Release by Aggrieved Employees: All Aggrieved Employees cannot opt-out of the
10 PAGA portion of the instant settlement and are therefore deemed to release, on behalf of
11 themselves and their respective former and present representatives, agents, attorneys, heirs,
12 administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties
13 that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated
14 in the Operative Complaint and the PAGA Notices of Plaintiff, including those arising from
15 California Labor Code §§ 200, 201, 201.5, 202, 203, 204, 205.5, 206, 206.5, 208, 210, 226,
16 226(a)(1), 226(a)(5), 226(a)(8), 226(a)(9), 226(c), 226(e)(1), 226(f), 226.3, 226.6, 226.7, 226.7,
17 226.8, 227.3, 432, 510, 512, 512(a), 551, 552, 553, 558, 558(a)(3), 558.1, 1174(d), 1194, 1197,
18 1197.1, 1198.5, 1199, 2800 and 2802, and California Business and Professions Code § 17200 *et*
19 *seq.*, relating to (a) failure to pay all overtime wages; (b) failure to pay all minimum wages; (c)
20 failure to pay wages; (d) failure to pay for all work, including off-the-clock work; (e) failure to
21 provide proper meal periods; (d) failure to authorize and permit rest periods; (e) failure to furnish
22 accurate wage statements; (f) waiting time penalties; (g) failure to reimburse necessary expenditures;
23 (h) failure to permit inspections of employee records; *and* (i) failure to timely pay final wages.

24 5.3 Release by Class/PAGA Counsel:

25 Class/PAGA Counsel release on behalf of their present and former attorneys, employees,
26 agents, successors and assigns the Released Parties from all claims for PAGA Fees incurred in
27 connection with the Operative Complaint and the PAGA Period facts stated in the Operative
28 Complaint and the PAGA Notice.

1 **6. APPROVAL OF SETTLEMENT.** The Parties agree to jointly present this Agreement
2 for the Court's approval.

3 6.1a The Parties' settlement is conditioned upon the preliminary and final approval of each
4 and every material term of a definitive settlement agreement to be entered into by the Parties. If
5 the Court does not so approve the settlement, the Parties intend the Settlement Agreement, and this
6 Agreement, to be void and unenforceable, in which case Defendant will not be obligated to make
7 any settlement payments contemplated by this Settlement Agreement, with the exception that the
8 Court permits the Parties to adjust terms of the Settlement Agreement and/or provide additional or
9 supplemental briefing in connection with the motions for preliminary and final approval such that
10 the Parties may cure any issues and allow the Court to consider additional briefing or a revised
11 Settlement Agreement needed in order for the Court to approve the settlement. The Parties agree
12 that, if the Settlement is not approved, in whole or in part, because a court determines that the
13 amount allocated to the PAGA settlement (\$50,000.00) should increase, the portion of the
14 Settlement Fund allocated for payment to the Class shall be decreased to account for any increase
15 required for the PAGA settlement such that the total Settlement Amount does not exceed
16 \$960,000.00. For the avoidance of doubt, if the Settlement Agreement is deemed void and
17 unenforceable without exception, any payments made by Defendant to the Qualified Settlement
18 Fund ("QSF") shall be returned to Defendant, including any interest earned thereupon.

19 6.1b Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all
20 documents necessary for obtaining approval of this Settlement under Labor Code Section 2699,
21 subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a
22 signed declaration from the Administrator attaching its "not to exceed" bid for administering the
23 Settlement and attesting to its willingness to serve; competency; operative procedures for
24 protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data
25 breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential
26 conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any
27 financial relationship with Plaintiff, Class/PAGA Counsel or Defense Counsel; (iii) a signed
28 declaration from Class/ PAGA Counsel firm attesting to its timely transmission to the LWDA of

1 all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)),
2 Operative Complaint (Labor Code section 2699, subd. (1)(1)), this Agreement (Labor Code section
3 2699, subd. (1)(2)); (iv) a redlined version of the Parties' Agreement showing all modifications
4 made to the Model Agreement ready for filing with the Court; *and* (v) all facts relevant to any
5 actual or potential conflict of interest with Class/Aggrieved Employees and/or the Administrator.
6 In their Declarations, Plaintiff and Class/PAGA Counsel shall aver that they are not aware of any
7 other pending matter or action asserting claims that will be extinguished or adversely affected by
8 the Settlement.

9 6.2 Responsibilities of Class/PAGA Counsel. Class/PAGA Counsel and Defense Counsel
10 are jointly responsible for expeditiously finalizing and filing this Settlement no later than thirty
11 (30) days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing
12 date for the motion and appearing in Court to advocate in favor of the motion. Class/PAGA
13 Counsel is responsible for delivering the Court's Approval to the Administrator.

14 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or
15 motion for approval of this Settlement and/or the supporting declarations and documents,
16 Class/PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the
17 Parties by meeting and conferring, and in good faith, to resolve the disagreement and, as
18 necessary, looping in neutral Lynn Frank if otherwise at an impasse. If the Court does not grant
19 the motion for approval of this Settlement or conditions its approval on any material change to this
20 Agreement, Class/PAGA Counsel and Defense Counsel will expeditiously work together on
21 behalf of the Parties by meeting and conferring, and in good faith, to modify or amend the
22 Agreement and otherwise satisfy the Court's concerns.

23 6.4 Attorneys' Fees and Costs: Defendant agrees to not oppose or object to Plaintiff's
24 counsel's request for attorney's fees of up to thirty-three and one-third percent (33.333%) or
25 \$319,968.00 of the Settlement Amount and actual litigation costs in the amount of \$19,000.00.
26 Any portion of the fee allocation or costs not approved by the court will be allocated to the
27 Settlement Amount. The Parties agree that this Agreement shall not be voided or nullified if the
28 Court decides to award a different amount to Plaintiff's counsel. Except for fees and costs awarded

1 by the Court from the Settlement Fund, the Parties will bear their own costs and attorneys' fees.

2 **7. SETTLEMENT ADMINISTRATION.**

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

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

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

15 7.4 Administrator Duties. The Administrator has a duty to perform or observe all tasks to
16 be performed or observed by the Administrator contained in this Agreement or otherwise.

17 7.5 Notice to Class Members. No later than three (3) business days after receipt of
18 the Class Data, the Administrator shall notify Class Counsel that the list has been
19 received and state the number of Class Members, PAGA Members, Workweeks and Pay
20 Periods in the Class Data.

21 7.5(a) The Administrator shall update the class list prior to initial mailing to Class
22 Members by use of the National Change of Address Registry.

23 7.6 Using best efforts to perform as soon as possible, and in no event later
24 than fourteen (14) days after receiving the Class Data, the Administrator will send to all
25 Class Members identified in the Class Data, via first-class USPS mail, the Class Notice
26 with Spanish translation substantially in the form attached to this Agreement as Exhibit
27 _____. The Class Notice shall prominently estimate the dollar amounts of any
28 Individual Class Payment and/or Individual PAGA Payment payable to the Class

1 Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to
2 calculate these amounts. Before mailing Class Notices, the Administrator shall update
3 Class Member addresses using the National Change of Address database.

4 7.7 Not later than (3) business days after the Administrator's receipt of any
5 Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the
6 Class Notice using any forwarding address provided by the USPS. If the USPS does not
7 provide a forwarding address, the Administrator shall conduct a Class Member Address
8 Search, and re-mail the Class Notice to the most current address obtained. The
9 Administrator has no obligation to make further attempts to locate or send Class Notice to
10 Class Members whose Class Notice is returned by the USPS a second time.

11 7.8 The deadlines for Class Members' written objections, Challenges to
12 Workweeks and/or Pay Periods and Requests for Exclusion will be extended an
13 additional fourteen (14) days beyond the sixty (60) days (for a total of seventy-four (74)
14 days) otherwise provided in the Class Notice for all Class Members whose notice is re-
15 mailed. The Administrator will inform the Class Member of the extended deadline with
16 the re-mailed Class Notice.

17 7.9 If the Administrator, Defendant or Class Counsel is contacted by or
18 otherwise discovers any persons who believe they should have been included in the Class
19 Data and should have received Class Notice, the Parties will expeditiously meet and
20 confer in person or by telephone, and in good faith, in an effort to agree on whether to
21 include them as Class Members. If the Parties agree, such persons will be Class Members
22 entitled to the same rights as other Class Members, and the Administrator will send, via
23 email or overnight delivery, a Class Notice requiring them to exercise options under this
24 Agreement not later than fourteen (14) days after receipt of Class Notice, or the deadline
25 dates in the Class Notice, which ever are later.

26 7.10 Requests for Exclusion (Opt-Outs).

27 7.10.1 Class Members who wish to exclude themselves (opt-out
28 of) the Class Settlement must send the Administrator, by fax,

1 email, or mail, a signed written Request for Exclusion not later
2 than sixty (60) days after the Administrator mails the Class Notice
3 (plus an additional fourteen (14) days for Class Members whose
4 Class Notice is re-mailed). A Request for Exclusion is a letter from
5 a Class Member or his/her/their representative that reasonably
6 communicates the Class Member's election to be excluded from
7 the Settlement and includes the Class Member's name, address and
8 email address or telephone number. To be valid, a Request for
9 Exclusion must be timely faxed, emailed, or postmarked by the
10 Response Deadline. The Response Deadline is either sixty (60)
11 days from the Administrator's mailing of the class notice, or sixty
12 (60) days plus an additional fourteen (14) days (for a total of
13 seventy-four (74) days) for class member notices that the
14 Administrator has to re-mail.

15 7.10.2 The Administrator may not reject a Request for Exclusion
16 as invalid because it fails to contain all the information specified in
17 the Class Notice. The Administrator shall accept any Request for
18 Exclusion as valid if the Administrator can reasonably ascertain
19 the identity of the person as a Class Member and the Class
20 Member's desire to be excluded. The Administrator's
21 determination shall be final and not appealable or otherwise
22 susceptible to challenge. If the Administrator has reason to
23 question the authenticity of a Request for Exclusion, the
24 Administrator may demand additional proof of the Class Member's
25 identity. The Administrator's determination of authenticity shall be
26 final and not appealable or otherwise susceptible to challenge.

27 7.10.3 Every Class Member who does not submit a timely and
28 valid Request for Exclusion is deemed to be a Participating Class

1 Member under this Agreement, entitled to all benefits and bound
2 by all terms and conditions of the Settlement, including the
3 Participating Class Members' Releases under Paragraphs 5.2 and
4 5.3 of this Agreement, regardless of whether the Participating
5 Class Member actually receives the Class Notice or objects to the
6 Settlement.

7 7.10.4 Every Class Member who submits a valid and timely
8 Request for Exclusion is a Non-Participating Class Member and
9 shall not receive an Individual Class Payment or have the right to
10 object to the class action components of the Settlement. Because
11 future PAGA claims are subject to claim preclusion upon entry of
12 the Judgment, Non-Participating Class Members who are
13 Aggrieved Employees are deemed to release the claims identified
14 in Paragraph 5.3 of this Agreement and are eligible for an
15 Individual PAGA Payment.

16 7.11 Challenges to Calculation of Workweeks. Each Class Member
17 shall have sixty (60) days after the Administrator mails the Class
18 Notice (plus an additional fourteen (14) days for Class Members
19 whose Class Notice is re-mailed (for a total of seventy-four (74
20 days))) to challenge the number of Class Workweeks and PAGA
21 Pay Periods (if any) allocated to the Class Member in the Class
22 Notice. The Class Member may challenge the allocation by
23 communicating with the Administrator via fax, email or mail. The
24 Administrator must encourage the challenging Class Member to
25 submit supporting documentation. In the absence of any contrary
26 documentation, the Administrator is entitled to presume that the
27 Workweeks contained in the Class Notice are correct so long as
28 they are consistent with the Class Data. The Administrator's

determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

7.12 Objections to Settlement

7.12.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

7.12.2 Participating Class Members may send written objections to the Administrator, by fax, email or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present oral objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than sixty (60) days after the Administrator's mailing of the Class Notice (plus an additional fourteen (14) days (for a total of seventy-four (74) days) for Class Members whose Class Notice was re-mailed).

7.12.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

7.13 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.

1 7.13.1 Website, Email Address and Toll-Free Number. The
2 Administrator will establish and maintain and use an internet
3 website to post information of interest to Class Members including
4 the date, time and location for the Final Approval Hearing (and any
5 changes regarding the Final Approval Hearing) and copies of the
6 Settlement Agreement, Motion for Preliminary Approval, the
7 Preliminary Approval, the Class Notice, the Motion for Final
8 Approval, the Motion for Class Counsel Fees Payment, Class
9 Counsel Litigation Expenses Payment and Class Representative
10 Service Payment, the Final Approval and the final Judgment. The
11 Administrator will also maintain and monitor an email address and
12 a toll-free telephone number to receive Class Member calls, faxes
13 and emails.

14 7.13.2 Requests for Exclusion (Opt-outs) and Exclusion List. The
15 Administrator will promptly review on a rolling basis Requests for
16 Exclusion to ascertain their validity. Not later than five (5) days
17 after the expiration of the deadline for submitting Requests for
18 Exclusion, the Administrator shall email a list to Class Counsel
19 and Defense Counsel containing (a) the names and other
20 identifying information of Class Members who have timely
21 submitted valid Requests for Exclusion (“Exclusion List”); (b) the
22 names and other identifying information of Class Members who
23 have submitted invalid Requests for Exclusion; (c) copies of all
24 Requests for Exclusion from Settlement submitted (whether valid
25 or invalid).

26 7.13.3 Weekly Reports. The Administrator must, on a weekly
27 basis, provide written reports to Class Counsel and Defense
28 Counsel that, among other things, tally the number of: Class

1 Notices mailed or re-mailed, Class Notices returned undelivered,
2 Requests for Exclusion (whether valid or invalid) received,
3 objections received, challenges to Workweeks and/or Pay Periods
4 received and/or resolved, and checks mailed for Individual Class
5 Payments and Individual PAGA Payments (“Weekly Report”). The
6 Weekly Reports must include provide the Administrator’s
7 assessment of the validity of Requests for Exclusion and attach
8 copies of all Requests for Exclusion and objections received.

9 7.13.4 Workweek and/or Pay Period Challenges. The
10 Administrator has the authority to address and make final decisions
11 consistent with the terms of this Agreement on all Class Member
12 challenges over the calculation of Workweeks and/or Pay Periods.
13 The Administrator’s decision shall be final and not appealable or
14 otherwise susceptible to challenge.

15 7.13.5 Administrator’s Declaration. Not later than fourteen (14)
16 days before the date by which Plaintiff is required to file the
17 Motion for Final Approval of the Settlement, the Administrator
18 will provide to Class Counsel and Defense Counsel, a signed
19 declaration suitable for filing in Court attesting to its due diligence
20 and compliance with all of its obligations under this Agreement,
21 including, but not limited to, its mailing of Class Notice, the Class
22 Notices returned as undelivered, the re-mailing of Class Notices,
23 attempts to locate Class Members, the total number of Requests for
24 Exclusion from Settlement it received (both valid or invalid), the
25 number of written objections and attach the Exclusion List. The
26 Administrator will supplement its declaration as needed or
27 requested by the Parties and/or the Court. Class Counsel is
28 responsible for filing the Administrator’s declaration(s) in Court.

1 7.13.6 Final Report by Settlement Administrator. Within ten (10) days after
2 the Administrator disburses all funds in the Gross Settlement Amount, the
3 Administrator will provide Class Counsel and Defense Counsel with a final
4 report detailing its disbursements by employee identification number only
5 of all payments made under this Agreement. At least fifteen (15) days
6 before any deadline set by the Court, the Administrator will prepare, and
7 submit to Class Counsel and Defense Counsel, a signed declaration suitable
8 for filing in Court attesting to its disbursement of all payments required
9 under this Agreement. Class Counsel is responsible for filing the
10 Administrator's declaration in Court.

11 **8a. CLASS EMPLOYEE SIZE ESTIMATES:** Based on its records, DEFENDANT
12 estimates that, as of the date of this Settlement Agreement there are **470** Class Employees who
13 worked an average of **104** Pay Periods each during the Class Period.

14 **8b. AGGRIEVED EMPLOYEE SIZE ESTIMATES:** Based on its records,
15 DEFENDANT estimates that, as of the date of this Settlement Agreement there are **137** Aggrieved
16 Employees who worked **26** Pay Periods during the PAGA Period.

17 **9. CONTINUING JURISDICTION OF THE COURT.** The Parties agree that, after
18 entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement
19 solely for purposes of: (i) enforcing this Agreement and/or Judgment; (ii) addressing settlement
20 administration matters; *and* (iii) addressing such post-Judgment matters as are permitted by law.

21 9a. Cal. Code Civ. Proc. § 664.6: The Parties agree to waive the mediation privilege and
22 any other applicable privileges to the extent necessary to enforce this Agreement once it is
23 executed by all Parties. The Parties do not waive the mediation privilege for any purpose other
24 than to enforce this executed Agreement. Therefore, no party shall disclose what occurred at the
25 mediation, other than for purposes of enforcing this executed Agreement and any subsequent
26 settlement agreement. The Parties further agree that this executed Agreement is subject to the
27 provisions of, and shall be deemed to meet the requirements of, California Code of Civil
28 Procedure section 664.6. Therefore, the Parties agree that the court shall have the power to enforce

1 this executed Agreement under Section 664.6 or any other applicable California law.

2 9.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
3 conditions of this Agreement, specifically including the Class/PAGA Counsel Fees Payment and
4 PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel waive all rights
5 to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the
6 right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals.
7 The waiver of appeal does not include any waiver of the right to oppose such motions, writs or
8 appeals. If another Party appeals the Judgment, the Parties' obligations to perform under this
9 Agreement will be suspended until such time as the appeal is finally resolved and the Judgment
10 becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

11 **10. ADDITIONAL PROVISIONS.**

12 10.1 Non-Admission of Liability: The Parties to this Agreement agree that it reflects their
13 good faith compromise of the claims raised in the Action, based upon their assessment of the
14 mutual risks and costs of further litigation. This is not an admission of liability by Defendant.

15 10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this
16 Agreement together with its attached exhibits shall constitute the entire agreement between the
17 Parties relating to the Settlement, superseding any and all oral representations, warranties,
18 covenants, or inducements made to or by any Party.

19 10.3 Attorney Authorization. Class/PAGA Counsel and Defense Counsel separately
20 warrant and represent that they are authorized by Plaintiff and DEFENDANT, respectively, to take
21 all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement
22 to effectuate its terms, and to execute any other documents reasonably required to effectuate the
23 terms of this Agreement including any amendments to this Agreement.

24 10.4 Cooperation. The Parties and their counsel will cooperate with each other and use
25 their best efforts, in good faith, to implement the Settlement by, among other things, modifying the
26 Settlement Agreement, submitting supplemental evidence and supplementing points and
27 authorities as requested by the Court. In the event the Parties are unable to agree upon the form or
28 content of any document necessary to implement the Settlement, or on any modification of the

1 Agreement that may become necessary to implement the Settlement, the Parties will seek the
2 assistance of mediator Lynn Frank, and/or the Court for resolution.

3 10.5 No Prior Assignments. The Parties separately represent and warrant that they have not
4 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
5 encumber to any person or entity and portion of any liability, claim, demand, action, cause of
6 action, or right released and discharged by the Party in this Settlement.

7 10.6 No Tax Advice. Neither Plaintiff, Class/PAGA Counsel, Defendant nor Defense
8 Counsel are providing any advice regarding taxes or taxability, nor shall anything in this
9 Settlement be relied upon as such within the meaning of United States Treasury Department
10 Circular 230 (31 CFR Part 10, as amended) or otherwise.

11 10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended,
12 modified, changed, or waived only by an express written instrument signed by all Parties or their
13 representatives, and approved by the Court.

14 10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure
15 to the benefit of, the successors of each of the Parties.

16 10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be
17 governed by and interpreted according to the internal laws of the state of California, without
18 regard to conflict of law principles.

19 10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation
20 of this Agreement. This Agreement will not be construed against any Party on the basis that the
21 Party was the drafter or participated in the drafting.

22 10.11 Confidentiality. To the extent permitted by law, all agreements made, and orders
23 entered during Action and in this Agreement relating to the confidentiality of information shall
24 survive the execution of this Agreement.

25 10.12a Use and Return of Class Employee Data. Information provided to Class/PAGA
26 Counsel during the discovery process and/or pursuant to Cal. Evid. Code § 1152, and all copies
27 and summaries of the Class Employee Data provided to Class Counsel by Defendant in connection
28 with the mediation, other settlement negotiations, or in connection with the Settlement, may be

1 used only with respect to this Settlement, and no other purpose, and may not be used in any way
2 that violates any existing contractual agreement, statute, or rule of court. Not later than ninety (90)
3 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff's
4 Counsel and Class/PAGA Counsel shall destroy all paper and electronic versions of Class
5 Employee Data received from Defendant.

6 10.12b Use and Return of Aggrieved Employee Data. Information provided to
7 Class/PAGA Counsel during the discovery process and/or pursuant to Cal. Evid. Code § 1152, and
8 all copies and summaries of the Aggrieved Employee Data provided to Class/PAGA Counsel by
9 Defendant in connection with the mediation, other settlement negotiations, or in connection with
10 the Settlement, may be used only with respect to this Settlement, and no other purpose, and may
11 not be used in any way that violates any existing contractual agreement, statute, or rule of court.
12 Not later than ninety (90) days after the Administrator discharges its obligation to pay out of all
13 Settlement funds, Plaintiff's Counsel and Class/PAGA Counsel shall destroy all paper and
14 electronic versions of Aggrieved Employee Data received from Defendant.

15 10.13 Headings. The descriptive heading of any section or paragraph of this Agreement is
16 inserted for convenience of reference only and does not constitute a part of this Agreement.

17 10.14 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement
18 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
19 weekend or federal legal holiday, such date or deadline shall be on the first business day
20 thereafter.

21 10.15 Notice. All notices, demands or other communications between the Parties in
22 connection with this Agreement will be in writing and deemed to have been duly given as of the
23 third business day after mailing by United States mail, or the day sent by email or messenger,
24 addressed as follows:

25 To PLAINTIFF: Aidin D. Ghavimi (*Aidin@starpointlaw.com*); Zachary D. Greenberg
26 (*Zach@starpointlaw.com*)

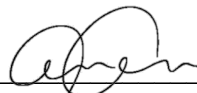
27 To DEFENDANT: Jose. R. Gonzalez (*jgonzalez@cmlawfirm.com*); Ian McClain-Sewer
28 (*imcclainsewer@cmlawfirm.com*).

1 10.16 Execution in Counterparts. This Agreement may be executed in one or more
2 counterparts by facsimile, electronically (*e.g.*, DocuSign), or email which for purposes of this
3 Agreement shall be accepted as an original. All executed counterparts and each of them will be
4 deemed to be one and the same instrument if counsel for the Parties will exchange between
5 themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove
6 the existence and contents of this Agreement.

7 10.17 Stay of Litigation. The Parties agree that upon the execution of this Agreement the
8 litigation shall be stayed, except to effectuate the terms of this Agreement, for the entire period of
9 this settlement process. The Parties further agree that upon the signing of this Agreement that
10 pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section
11 583.310 for the entire period of this settlement process.

12
13
14 DATED: _____

STARPOINT, LC

15
16
17 By:  _____
18 Aidin D. Ghavimi
19 Zachary D. Greenberg
20 Attorneys for Plaintiff, the Class, and the Aggrieved
Employees

21 DATED: _____

**CRUSER, MITCHELL, NOVITZ,
SANCHEZ, GASTON & ZIMET LLP**

22
23
24
25 By: _____
26 Jose. R. Gonzalez
27 Ian McClain-Sewer
28 Attorneys for DEFENDANT

1 DATED: 03/11/2025

PLAINTIFF

2

3


By: Monica Del rio (Mar 11, 2025 13:05 PDT)
MONICA DEL RIO

4

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DATED: _____

DEFENDANT

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By: _____
Name: David Mastromatteo
Title: President

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[PROPOSED] ORDER

GOOD CAUSE APPEARING, the court hereby approves this Second Amended Joint Stipulation and Agreement for Class/PAGA Representative Action Settlement.

IT IS SO ORDERED.

Dated: _____

Judge of the Los Angeles County Superior Court