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14
15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

16 **FOR THE COUNTY OF LOS ANGELES**

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

20 Plaintiff,

21 v.

22 GOLDEN WEST SECURITY, INC., a
California corporation; and DOES 1 through
23 100, inclusive,

24 Defendants.

Case No.: 23STC:V20214

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

Complaint: August 23, 2023

Trial: Not Set

1 This Class/PAGA Settlement Agreement ("Settlement Agreement" or "Agreement") is
2 made by and between plaintiff MONICA DEL RIO ("Plaintiff") and Defendant GOLDEN WEST
3 SECURITY, INC., ("Defendant"). The Agreement refers to Plaintiff and Defendant are hereafter
4 referred to 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

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

2 1.6b. "Aggrieved Employee Address Search" means the Administrator's investigation and
3 search for current Aggrieved Employee mailing addresses using all reasonably available sources,
4 methods and means including, but not limited to, the National Change of Address database, skip
5 traces, and direct contact by the Administrator with Aggrieved Employees.

6 1.7. "Court" means the Superior Court of California, County of Los Angeles.

7 1.8. "Defense Counsel" means Jose. R. Gonzalez and Ian McClain-Sewer of CRUSER
8 MITCHELL, NOVITZ, SANCHEZ, GASTON, & ZIMET, LLP.

9 1.9. "Effective Date" means the date by when the Court enters a Judgment on its Order
10 Approving the PAGA Settlement.

11 1.10. "Gross Settlement Amount" means \$960,000 which is the total amount
12 DEFENDANT agrees to pay under the Settlement. The Gross Settlement Amount will be used to
13 pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment,
14 Class/PAGA Counsel Fees Payment, Class/PAGA Counsel Litigation Expenses Payment, and the
15 Administrator's Expenses Payment.

16 1.11a. "Individual Class Payment" means the Class Employee's pro rata share of the
17 Net Settlement Amount calculated according to the number of Pay Periods the Aggrieved
18 Employee worked during the PAGA Period.

19 1.11b. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of
20 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved
21 Employee worked during the PAGA Period.

22 1.12. "Judgment" means the judgment entered by the Court based upon the Final
23 Approval.

24 1.13. "LWDA" means the California Labor and Workforce Development Agency, the
25 agency entitled, under Labor Code section 2699, subd. (i).

26 1.14. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the
27 LWDA under Labor Code section 2699, subd. (i).

28 1.15. "Net Settlement Amount" means the Gross Settlement Amount, less the following

1 payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA
2 Payment, Class/PAGA Counsel Fees Payment, Class/PAGA Counsel Litigation Expenses
3 Payment, and the Administration Expenses Payment. The remainder is to be paid to Aggrieved
4 Employees as Individual PAGA Payments.

5 1.16. "Plaintiff's Counsel" and "Class/PAGA Counsel" means Aidin Ghavimi at
6 Starpoint, LC.

7 1.17. "Class/PAGA Counsel Fees Payment" and "Class/PAGA Counsel Litigation
8 Expenses Payment" mean the amounts allocated to Class/PAGA Counsel for reimbursement of
9 reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

10 1.18a. "Class Pay Period" means any Pay Period during which a Class Employee
11 worked for DEFENDANT for at least one day during the Class Period.

12 1.18b. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee
13 worked for DEFENDANT for at least one day during the PAGA Period.

14 1.19a. "Class Period" means August 23, 2019, through November 19, 2023.

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

16 1.20. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

17 1.21. "PAGA Notice" means Plaintiff Monica Del Rio letter to DEFENDANT and the
18 LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

19 1.22. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from
20 the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$12,500) and 75% to
21 the LWDA (\$37,500) in settlement of PAGA claims.

22 1.23. "Plaintiff" means Monica Del Rio the named plaintiff in the Action.

23 1.24. "Approval Order" means the Court Order Granting Approval of the Class/PAGA
24 Settlement.

25 1.25. "Released Parties" means: DEFENDANT and each of its former and present
26 directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns and
27 affiliates.

28 1.26. "Settlement" means the disposition of the Action effected by this Agreement and

1 the Judgment.

2 **2. RECITALS.**

3 2.1. On or about August 23, 2023, Plaintiff, individually and on behalf of aggrieved
4 employees all others similarly situated, commenced this Action by filing a Complaint alleging
5 causes of action against DEFENDANT for (1). Failure to Pay Minimum Wages (Lab. C. §§
6 1182.12, 1194, 1194.2, 1197 and 1197.1); (2) Failure to Pay Overtime Wages (Cal. Lab. C. §§
7 510, et seq.); (3) Failure to Timely Pay Wages During Employment (Cal. Lab. C. §§ 204, 210); (4)
8 Failure to Timely Pay Wages Upon Termination (Cal. Lab. C. §§ 201 – 203); (5) Failure to Pay
9 Meal Periods Premiums (Cal. Lab. C. §§ 226.7, 512); (6) Failure to Pay Rest Periods Premiums
10 (Cal. Lab. C. §§ 226.7, 512); (7) Failure to Provide Accurate Wage Statements (Cal. Lab. C. §
11 226); (8) Failure to Indemnify for Business Expenses (Cal. Lab. C. §§ 2800, 2802); (9) Unfair
12 Competition (Cal. Bus. & Prof. C. §17200, et seq.); (10) Failure to Permit Inspection of
13 Employment Records (Lab. C. §§ 226, 432, 1198.5); (11) Private Attorney General's Act
14 Violation (Cal. Lab. C. § 2698, et seq.). The Complaint is the operative complaint in the Action
15 (the "Operative Complaint"). DEFENDANT denies the allegations in the Operative Complaint,
16 denies any failure to comply with the laws identified in the Operative Complaint and denies any
17 and all liability for the causes of action alleged.

18 2.2. On June 15, 2023, Plaintiff provided written notice by online submission to the
19 LWDA and by U.S. Certified Mail to Defendant of the specific provisions of the California Labor
20 Code alleged to have been violated, including the facts and theories to support the alleged
21 violations. Plaintiff did not receive an LWDA Notice within sixty-five (65) calendar days of the
22 date of Plaintiff's notice. Accordingly, Plaintiff exhausted administrative remedies before filing
23 suit as required by Cal. Labor Code § 2699.3(a).

24 2.3. On September 19, 2023, the Parties participated in an all-day mediation presided over
25 by Lynn Frank which led to this Agreement to settle the Action.

26 2.4. Prior to mediation, the Parties engaged in substantial formal and informal discovery
27 through which Plaintiff obtained information from over 8,000 pages of Class Employees and
28 Aggrieved Employees' time, wage and policy records during the PAGA Period.

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

3. MONETARY TERMS.

3.1. Settlement Amount: The total settlement amount for the Action is **\$960,000.00** (the "Settlement Amount" or "Settlement Fund"). With the exception of employer payroll taxes, which will be paid separately from and in addition to the Settlement Amount, the Settlement Amount is an "all in" amount, and includes all payments to the Class Members and the Aggrieved Employees; Plaintiff's counsel's attorneys' fees and costs; payment for the PAGA settlement (a total of \$50,000.00 of which 75% [\$37,500.00] will be paid to the LWDA, and 25% [\$12,500.00] will be paid to the Aggrieved Employees); the costs of administration of the settlement; an enhancement payment to Plaintiff of \$5,000.00, subject to Court approval. Payment shall be made 60 days following final approval by the court.

3.2. Amended Pleading: The Parties shall stipulate to Plaintiff filing an amended pleading to include all claims discussed at the mediation, if not already included in the Complaint.

3.2.1. Workweeks. Defendant has represented that there are approximately 53,768 affected workweeks in the period from August 23, 2019, through November 19, 2023. If the number of workweeks increases by more than 10%, or 5,377 workweeks during the Class Period, then the Settlement Amount will be increased on a pro-rata basis for any workweek added above the 10% cushion. For example, if the number is 11% higher, the Settlement Amount will be increased by 1%. Alternatively, Defendant at its sole discretion may end the release period once 53,768 work weeks have been reached without paying additional money.

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

3.2.3. Settlement Distribution. Class Member settlement shares to participating Class Members will be calculated pro rata based on the number of workweeks worked in the Class

1 Period. Aggrieved Employee settlement shares will be calculated pro rata based on the number of
2 workweeks worked in the PAGA Period. Class Member Payments shall be reported as follows: (i)
3 20% of the amount distributed to each Participating Class Member will be considered wages, and
4 will be reported as such to each Participating Class Member on a W-2 Form; (ii) 40% of the
5 amount distributed to each Participating Class Member will be considered interest on the unpaid
6 wages, and will be reported as such to each Participating Class Member on an IRS Form 1099;
7 and (iii) 40% of the amount distributed to each Participating Class Member will be considered
8 statutory penalties, and will be reported as such to each Participating Class Member on an IRS
9 Form 1099. The PAGA payments distributed to each Aggrieved Employee will be considered
10 penalties and will be reported on and IRS Form 1099. Defendant's portion of the payroll taxes are
11 not part of the Settlement Fund and shall be paid by Defendant separately.

12 3.2.3.2. If the Court approves PAGA Penalties of less than the amount requested, the
13 Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will
14 report the Individual PAGA Payments on IRS 1099 Forms.

15 **4. SETTLEMENT FUNDING AND PAYMENTS.**

16 4.1a. Class Employee Pay Periods. Based on a review of its records to date, DEFENDANT
17 estimates that as of September 26, 2023, there were **517** Class Employees who worked a total of
18 **104** Class Pay Periods.

19 4.1b. Aggrieved Employee Pay Periods. Based on a review of its records to date,
20 DEFENDANT estimates that as of September 26, 2023, there were **137** Aggrieved Employees
21 who worked a total of **26** PAGA Pay Periods.

22 4.2. Class/Aggrieved Employee Data. Within 14 days, DEFENDANT will simultaneously
23 deliver the Class/Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel
24 spreadsheet. To protect Class Employee's/Aggrieved Employee's privacy rights, the
25 Administrator must maintain the Class/Aggrieved Employee Data in confidence, use the
26 Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and
27 restrict access to the Class/Aggrieved Employee Data to Administrator employees who need
28 access to the Class/Aggrieved Employee Data to effect and perform under this Agreement.

1 DEFENDANT has a continuing duty to immediately notify Class/PAGA Counsel if it discovers
2 that the Class/Aggrieved Employee Data omitted employee identifying information and to provide
3 corrected or updated Class/Aggrieved Employee Data as soon as reasonably feasible. Without any
4 extension of the deadline by which DEFENDANT must send the Class/Aggrieved Employee Data
5 to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith,
6 to reconstruct or otherwise resolve any issues related to missing or omitted Class/Aggrieved
7 Employee Data.

8 4.3. Funding of Gross Settlement Amount. DEFENDANT shall fully fund the Gross
9 Settlement Amount by transmitting the funds to the Administrator no later than 14 days after the
10 Effective Date.

11 4.4. Payments from the Gross Settlement Amount. Within 14 days after DEFENDANT
12 funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class
13 Payments, Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses
14 Payment, Class/PAGA Counsel Fees Payment and Class/PAGA Counsel Litigation Expenses
15 Payment.

16 4.4.1a. The Administrator will issue checks for the Individual Class Payments and send
17 them to the Class Employees via First Class U.S. Mail, postage prepaid. The face of each check
18 shall prominently state the date (not less than 180 days after the date of mailing) when the check
19 will be voided. The Administrator will cancel all checks not cashed by the void date. Before
20 mailing any checks, the Settlement Administrator must update the recipients' mailing addresses
21 using the National Change of Address Database.

22 4.4.1b. The Administrator will issue checks for the Individual PAGA Payments and send
23 them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each
24 check shall prominently state the date (not less than 180 days after the date of mailing) when the
25 check will be voided. The Administrator will cancel all checks not cashed by the void date. Before
26 mailing any checks, the Settlement Administrator must update the recipients' mailing addresses
27 using the National Change of Address Database.

28 4.4.2a. The Administrator must conduct a Class Employee Address Search for all Class

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

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

16 4.4.2c. Each Class Employee who does not timely submit a valid opt-out request will
17 release, through the date of final approval, any and all claims, known or unknown, contingent or
18 accrued, against Defendant and its current and former parents, predecessors or successors, holding
19 companies, affiliated companies or entities (including, but not limited to, owners, shareholders,
20 members, partners, officers, directors, managers, employees, and agents (the "Class Released
21 Parties"), that have been, or could have been, asserted against Defendant or any of the other
22 Released Parties and that arise from the facts, matters, transactions or occurrences alleged in the
23 Actions (the "Class Released Claims").

24 ii. The final approval order will include a provision enjoining Plaintiff and any
25 Class Members who have not timely filed opt-out requests from pursuing any Released
26 Claims.

27 4.4.2d. Each Aggrieved Employee who does not timely submit a valid opt-out request will
28 release, through the date of final approval, any and all claims, known or unknown, contingent or

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

7 i. All Aggrieved Employees will be bound by the PAGA portion of the settlement,
8 whether or not they opt out of the class settlement and will release all claims for PAGA
9 civil penalties alleged in Plaintiff's original and amended letters to the LWDA and the
10 Actions during the PAGA Period. To minimize claims administration expenses, the PAGA
11 Payment will not be paid until after the final approval hearing.

12 4.4.2d. As class representative, Plaintiff will execute individual general releases of all
13 known and unknown claims under Civil Code § 1542.

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

20 4.4.3. For any Class/Aggrieved Employee whose Individual Class Payment/ Individual
21 PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall
22 transmit the funds represented by such checks to the California Controller's Unclaimed Property
23 Fund in the name of the Class/Aggrieved Employee.

24 4.4.4. The payment of Individual Class Payments /Individual PAGA Payments shall not
25 obligate DEFENDANT to confer any additional benefits or make any additional payments to the
26 Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this
27 Agreement.

28 5. RELEASES OF CLAIMS. Effective on the date when DEFENDANT fully funds the

1 entire Gross Settlement Amount Plaintiff and Class/PAGA Counsel will release claims against all
2 Released Parties as follows:

3 5.1 Plaintiff's Release. Plaintiff has simultaneously entered into a separate individual
4 settlement agreement that resolves the individual claims litigated in the Action and provides for a
5 general release of all known or unknown claims as set forth in that separate document. Plaintiff and
6 her respective former and present spouses, representatives, agents, attorneys (including
7 Class/PAGA Counsel), heirs, administrators, successors, and assigns generally, release and
8 discharge Released Parties from all claims, transactions, or occurrences [that occurred during the
9 Class/PAGA Period], including, but not limited to: (a) all claims that were, or reasonably could
10 have been, alleged, to seek civil penalties under PAGA based on the facts contained in the
11 Operative Complaint and the PAGA Notices ("Plaintiff's Release"), expressly including civil
12 penalties for retaliation under Labor Code section 98.6, Labor Code section 210, and any other civil
13 penalties for Labor Code violations Plaintiff could collect. Plaintiff's Release does not extend to
14 any claims or actions to enforce this Agreement, or to any claims for vested benefits,
15 unemployment benefits, disability benefits, social security benefits, workers' compensation
16 benefits that arose at any time, or based on occurrences outside the Class/PAGA Period. Plaintiff
17 acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or
18 law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release
19 shall be and remain effective in all respects, notwithstanding such different or additional facts or
20 Plaintiff's discovery of them.

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

27 5.2a Release by Class Employees: All Class Employees are deemed to release, on behalf
28 of themselves and their respective former and present representatives, agents, attorneys, heirs,

administrators, successors, and assigns, the Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint, including those arising from California Labor Code §§ 200, 201, 201.5, 202, 203, 204, 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), 226(f), 226.3, 226.6, 226.7, 226.7, 226.8, 227.3, 432, 510, 512, 512(a), 551, 552, 553, 558, 558(a)(3), 558.1, 1174(d), 1194, 1197, 1197.1, 1198.5, 1199, 2800 and 2802, and California Business and Professions Code § 17200 *et seq* relating to (a) failure to pay all overtime wages; (b) failure to pay all minimum wages; (c) failure to pay wages, (d) failure to pay for all work, including off-the-clock work (e) failure to provide proper meal periods; (d) failure to authorize and permit rest periods; (e) failure to furnish accurate wage statements; (f) waiting time penalties; (g) failure to reimburse necessary expenditures (h) failure to permit inspections of employee records; and (i) failure to timely pay final wages.

5.2b Release by Aggrieved Employees: All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notices of Plaintiff, including those arising from California Labor Code §§ 200, 201, 201.5, 202, 203, 204, 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), 226(f), 226.3, 226.6, 226.7, 226.7, 226.8, 227.3, 432, 510, 512, 512(a), 551, 552, 553, 558, 558(a)(3), 558.1, 1174(d), 1194, 1197, 1197.1, 1198.5, 1199, 2800 and 2802, and California Business and Professions Code § 17200 *et seq* relating to (a) failure to pay all overtime wages; (b) failure to pay all minimum wages; (c) failure to pay wages, (d) failure to pay for all work, including off-the-clock work (e) failure to provide proper meal periods; (d) failure to authorize and permit rest periods; (e) failure to furnish accurate wage statements; (f) waiting time penalties; (g) failure to reimburse necessary expenditures (h) failure to permit inspections of employee records; and (i) failure to timely pay final wages.

5.3 Release by Class/PAGA Counsel:

Class/PAGA Counsel release on behalf of their present and former attorneys, employees,

1 agents, successors and assigns the Released Parties from all claims for PAGA Fees incurred in
2 connection with the Operative Complaint and the PAGA Period facts stated in the Operative
3 Complaint and the PAGA Notice.

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

6 6.1a The Parties' settlement is conditioned upon the preliminary and final approval of each
7 and every material term of a definitive settlement agreement to be entered into by the Parties. If
8 the Court does not so approve the settlement, the Parties intend the Settlement Agreement, and this
9 Agreement, to be void and unenforceable, in which case Defendant will not be obligated to make
10 any settlement payments contemplated by this Settlement Agreement, with the exception that the
11 Court permits the Parties to adjust terms of the Settlement Agreement and/or provide additional or
12 supplemental briefing in connection with the motions for preliminary and final approval such that
13 the Parties may cure any issues and allow the Court to consider additional briefing or a revised
14 Settlement Agreement needed in order for the Court to approve the settlement. The Parties agree
15 that, if the Settlement is not approved, in whole or in part, because a court determines that the
16 amount allocated to the PAGA settlement (\$50,000.00) should increase, the portion of the
17 Settlement Fund allocated for payment to the Class shall be decreased to account for any increase
18 required for the PAGA settlement such that the total Settlement Amount does not exceed
19 \$960,000.00. For the avoidance of doubt, if the Settlement Agreement is deemed void and
20 unenforceable without exception, any payments made by Defendant to the Qualified Settlement
21 Fund ("QSF") shall be returned to Defendant, including any interest earned thereupon.

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

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

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

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

26 6.4 Attorneys' Fees and Costs: Defendant agrees to not oppose or object to Plaintiff's
27 counsel's request for attorney's fees of up to thirty-three and one-third percent (33.333%) of the
28 Settlement Amount and actual litigation costs. Any portion of the fee allocation or costs not

1 approved by the court will be allocated to the Settlement Amount. The Parties agree that this
2 Agreement shall not be voided or nullified if the Court decides to award a different amount to
3 Plaintiff's counsel. Except for fees and costs awarded by the Court from the Settlement Fund, the
4 Parties will bear their own costs and attorneys' fees.

5 **7. SETTLEMENT ADMINISTRATION.**

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

13 7.2 Employer Identification Number. The Administrator shall have and use its own
14 Employer Identification Number for purposes of providing reports and forms to state and federal
15 tax authorities.

16 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that
17 meets the requirements of a QSF under US Treasury Regulation section 468B-1.

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

20 **8a. CLASS EMPLOYEE SIZE ESTIMATES:** Based on its records, DEFENDANT
21 estimates that, as of the date of this Settlement Agreement there are **517** Class Employees who
22 worked and average of **104** Pay Periods each during the Class Period.

23 **8b. AGGRIEVED EMPLOYEE SIZE ESTIMATES:** Based on its records,
24 DEFENDANT estimates that, as of the date of this Settlement Agreement there are **137** Aggrieved
25 Employees who worked **26** Pay Periods during the PAGA Period.

26 **9. CONTINUING JURISDICTION OF THE COURT.** The Parties agree that, after
27 entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement
28 solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement

1 administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

2 9a. Cal. Code Civ. Proc. § 664.6: The Parties agree to waive the mediation privilege and
3 any other applicable privileges to the extent necessary to enforce this Agreement once it is
4 executed by all parties. The Parties do not waive the mediation privilege for any purpose other
5 than to enforce this executed Agreement. Therefore, no party shall disclose what occurred at the
6 mediation, other than for purposes of enforcing this executed Agreement and any subsequent
7 settlement agreement. The Parties further agree that this executed Agreement is subject to the
8 provisions of, and shall be deemed to meet the requirements of, California Code of Civil
9 Procedure section 664.6. Therefore, the Parties agree that the court shall have the power to enforce
10 this executed Agreement under Section 664.6 or any other applicable California law.

11 9.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
12 conditions of this Agreement, specifically including the Class/PAGA Counsel Fees Payment and
13 PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel waive all rights
14 to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the
15 right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals.
16 The waiver of appeal does not include any waiver of the right to oppose such motions, writs or
17 appeals. If another party appeals the Judgment, the Parties' obligations to perform under this
18 Agreement will be suspended until such time as the appeal is finally resolved and the Judgment
19 becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

20 **10. ADDITIONAL PROVISIONS.**

21 10.1 Non-Admission of Liability: The Parties to this Agreement agree that it reflects their
22 good faith compromise of the claims raised in the Action, based upon their assessment of the
23 mutual risks and costs of further litigation. This is not an admission of liability by Defendant..

24 10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this
25 Agreement together with its attached exhibits shall constitute the entire agreement between the
26 Parties relating to the Settlement, superseding any and all oral representations, warranties,
27 covenants, or inducements made to or by any Party.

28 10.3 Attorney Authorization. Class/PAGA Counsel and Defense Counsel separately

1 warrant and represent that they are authorized by Plaintiff and DEFENDANT, respectively, to take
2 all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement
3 to effectuate its terms, and to execute any other documents reasonably required to effectuate the
4 terms of this Agreement including any amendments to this Agreement.

5 10.4 Cooperation. The Parties and their counsel will cooperate with each other and use
6 their best efforts, in good faith, to implement the Settlement by, among other things, modifying the
7 Settlement Agreement, submitting supplemental evidence and supplementing points and
8 authorities as requested by the Court. In the event the Parties are unable to agree upon the form or
9 content of any document necessary to implement the Settlement, or on any modification of the
10 Agreement that may become necessary to implement the Settlement, the Parties will seek the
11 assistance of mediator Lynn Frank, and/or the Court for resolution.

12 10.5 No Prior Assignments. The Parties separately represent and warrant that they have not
13 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
14 encumber to any person or entity and portion of any liability, claim, demand, action, cause of
15 action, or right released and discharged by the Party in this Settlement.

16 10.6 No Tax Advice. Neither Plaintiff, Class/PAGA Counsel, DEFENDANT nor Defense
17 Counsel are providing any advice regarding taxes or taxability, nor shall anything in this
18 Settlement be relied upon as such within the meaning of United States Treasury Department
19 Circular 230 (31 CFR Part 10. as amended) or otherwise.

20 10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended,
21 modified, changed, or waived only by an express written instrument signed by all Parties or their
22 representatives, and approved by the Court.

23 10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure
24 to the benefit of, the successors of each of the Parties.

25 10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be
26 governed by and interpreted according to the internal laws of the state of California, without
27 regard to conflict of law principles.

28 10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation

1 of this Agreement. This Agreement will not be construed against any
2 Party on the basis that the Party was the drafter or participated in the drafting.

3 10.11 Confidentiality. To the extent permitted by law, all agreements made, and orders
4 entered during Action and in this Agreement relating to the confidentiality of information shall
5 survive the execution of this Agreement.

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

15 10.12b Use and Return of Aggrieved Employee Data. Information provided to
16 Class/PAGA Counsel during the discovery process and/or pursuant to Cal. Evid. Code §1152, and
17 all copies and summaries of the Aggrieved Employee Data provided to Class/PAGA Counsel by
18 DEFENDANT in connection with the mediation, other settlement negotiations, or in connection
19 with the Settlement, may be used only with respect to this Settlement, and no other purpose, and
20 may not be used in any way that violates any existing contractual agreement, statute, or rule of
21 court. Not later than 90 days after the Administrator discharges its obligation to pay out of all
22 Settlement funds, Plaintiff's Counsel and Class/PAGA Counsel shall destroy all paper and
23 electronic versions of Aggrieved Employee Data received from DEFENDANT.

24 10.13 Headings. The descriptive heading of any section or paragraph of this Agreement is
25 inserted for convenience of reference only and does not constitute a part of this Agreement.

26 10.14 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement
27 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
28 weekend or federal legal holiday, such date or deadline shall be on the first business day

1 thereafter.

2 10.15 Notice. All notices, demands or other communications between the Parties in
3 connection with this Agreement will be in writing and deemed to have been duly given as of the
4 third business day after mailing by United States mail, or the day sent by email or messenger,
5 addressed as follows:

6 To PLAINTIFF: Aidin Ghavimi (*Aidin@starpoinlaw.com*),

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

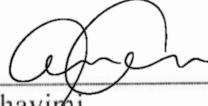
9 10.16 Execution in Counterparts. This Agreement may be executed in one or more
10 counterparts by facsimile, electronically (e.g., DocuSign), or email which for purposes of this
11 Agreement shall be accepted as an original. All executed counterparts and each of them will be
12 deemed to be one and the same instrument if counsel for the Parties will exchange between
13 themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove
14 the existence and contents of this Agreement.

15 10.17 Stay of Litigation. The Parties agree that upon the execution of this Agreement the
16 litigation shall be stayed, except to effectuate the terms of this Agreement, for the entire period of
17 this settlement process. The Parties further agree that upon the signing of this Agreement that
18 pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section
19 583.310 for the entire period of this settlement process.

20
21
22
23 *[Signatures on following page]*
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25
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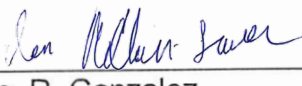
1 DATED: February 21, 2024

STARPOINT, LC

2
3
4 By: 
Aidin Ghavimi
Attorney for Plaintiff and Class/PAGA Plaintiffs

6
7 DATED: 02/21/2024

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

8
9
10 By: 
Jose. R. Gonzalez
Ian McClain-Sewer
Attorneys for DEFENDANT

11
12
13 DATED: 2/21/2024

PLAINTIFF

14
15 By: 
MONICA DEL RIO

16
17 DATED: 2/21/2024

DEFENDANT
GOLDEN WEST SECURITY, INC.

18
19 By: 
Name: David Mastromatteo
Title: President

[PROPOSED] ORDER

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

IT IS SO ORDERED.

Dated: _____

Judge of the Los Angeles County Superior Court