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

13 MARIO DUARTE, an individual;

14 Plaintiff,

15 v.

16 ACCURATE STAGING MANUFACTURING,
17 INC., a California Corporation; ALFREDO
18 GOMEZ, an individual; JOSE A. CANTU, an
19 individual; and DOES 1 through 20, inclusive;

20 Defendants.

CASE NO.: 23STCV22626

**STIPULATION BY ALL PARTIES FOR
ORDER APPROVING SETTLEMENT
PURSUANT TO CALIFORNIA LABOR
CODE PRIVATE ATTORNEYS'
GENERAL ACT AND ENTERING
JUDGMENT**

21
22 Plaintiff MARIO DUARTE ("Plaintiff") and Defendants ACCURATE STAGING
23 MANUFACTURING, INC., ALFREDO GOMEZ, and JOSE A. CANTU ("Defendants")
24 (collectively, "the Parties"), by and through their respective counsel of record, hereby stipulate as
25 follows:

26 **WHEREAS**, on or about July 11, 2023, Plaintiff, by and through Plaintiff's counsel, sent a
27 notice to the California Labor Workforce Development Agency ("LWDA") and Defendants (the
28 "PAGA Notice") alleging that Defendants engaged in violations of the California Labor Code and

1 California Wage Orders, seeking civil penalties pursuant to the California Labor Code Private
2 Attorneys' General Act ("PAGA");

3 **WHEREAS**, on or about September 19, 2023, Plaintiff filed a Complaint in the California
4 Superior Court for the County of Los Angeles entitled Mario Duarte v. Accurate Staging
5 Manufacturing, et al. (the "Action") alleging individual employment claims and a PAGA claim
6 asserting that Defendants: (1) Violation Of The Private Attorneys General Act Of 2004, California
7 Labor Code § 2698 *et seq.* ("PAGA"); (2) Failure To Pay Minimum Wage (CAL. LAB. CODE § 1197);
8 (3) Failure To Compensate For All Hours Worked (CAL. LAB. CODE § 1198); (4) Failure To Pay
9 Overtime Compensation (CAL. LAB. CODE § 1198); (5) Failure To Pay Rest Period Compensation
10 (CAL. LAB. CODE § 226.7); (6) Failure To Pay Meal Period Compensation (CAL. LAB. CODE § 226.7);
11 (7) Failure To Furnish Accurate Wage And Hour Statements (CAL. LAB. CODE § 226); (8) Failure To
12 Pay Wages Upon Discharge (CAL. LAB. CODE § 201); (9) Statutory Penalties (CAL. LAB. CODE §§ 203
13 And 558); (10) Failure To Indemnify And Illegal Deductions From Wages (CAL. LAB. CODE § 2802);
14 (11) Unfair Competition (BUS. & PROF. CODE 17200);

15 **WHEREAS**, Defendants deny the validity of Plaintiff's claims in the Action and further deny
16 that the Action is appropriate for representative action treatment for any purpose other than this
17 settlement;

18 **WHEREAS**, a settlement has been reached on the PAGA claim in the Action in the total gross
19 amount of \$55,000.00 (the "Settlement");

20 **WHEREAS**, the Parties want to resolve and settle the dispute that has arisen between them,
21 as well as any other claims, asserted or not asserted, that either party may have against the other arising
22 out of facts or events, known or unknown, occurring up to and including the date of execution of this
23 Agreement;

24 **WHEREAS**, the Parties hereby attach their PAGA Settlement Agreement ("Agreement" or
25 "Settlement") hereto as Exhibit A;

26 This Agreement represents a compromise and settlement for various matters and that the
27 promises and payments and consideration of this Agreement shall not be construed to be an admission
28 of any liability by Released Parties. Plaintiff further agrees that this Agreement cannot be used as

1 evidence, nor can it be referred to or relied upon, in any arbitration, administrative, court, or legal
2 proceeding (other than to seek Court approval of this Agreement, enforce the terms of this Agreement
3 or as required by a valid court order). Defendants disclaim and deny any liability, obligation, or
4 responsibility to Plaintiff whatsoever.

5 In exchange for the releases set forth in this Settlement Agreement, Defendants have agreed to
6 pay collectively a common fund of \$55,000.00 (the "Settlement Amount") in full and complete
7 settlement of the PAGA claim in matter, payable within thirty (30) calendar days of the "Effective
8 Date," defined as the date of the Court's Approval of this Agreement as provided herein and the
9 Court's order granting settlement approval and entry of final judgment becomes final and is no longer
10 appealable. For purposes of this Agreement, "becomes final and is no longer appealable" shall mean
11 the later of: (a) the day after the last date by which a notice of appeal, writ, or other appellate
12 proceeding to the applicable Court of Appeal of the order and judgment approving this Agreement
13 may be timely filed and none is filed (i.e., 61 days from notice of entry of judgment); (b) if an appeal,
14 writ, or other appellate proceeding is filed, and the appeal is finally disposed of by ruling, dismissal,
15 denial, or in a any other manner that confirms the validity of the order and judgment, the day after the
16 last date for filing a request for further review of the order and judgment approving this Agreement
17 passes, and no further review is requested; or (c) if an appeal, writ, or other appellate proceeding is
18 filed and the order approving this Agreement is affirmed and further review of the order is requested,
19 the day after the review is finally resolved and the order and judgment approving this Agreement is
20 affirmed.

21 b. Subject to Court approval of this Agreement, Phoenix Settlement Administrators shall
22 distribute the Settlement Amount to Aggrieved Employees (as defined in Paragraph 6 below), within
23 sixty (60) calendar days after the Effective Date:

24 ii. The Parties agree that a reasonable and mutually agreed upon amount of the Settlement
25 Amount will be for the payment of settlement administration fees of a third-party administrator,
26 Phoenix Settlement Administrators. The costs of the Administrator shall be paid from, and shall not
27 be in addition to, the Settlement Amount;

1 iii. The Parties agree that up to one third (1/3) of the Settlement Amount (i.e. \$18,333.33)
2 will be allocated to the payment of attorneys' fees incurred in the Action. Defendants will not oppose
3 any request for attorneys' fees so long as it does not exceed this threshold. Plaintiff will also be entitled
4 to the actual litigation costs from the Settlement Amount as approved by the Court in an amount not
5 to exceed Two Thousand Five Hundred Dollars and Zero Cents (\$2,500.00). Phoenix Settlement
6 Administrators shall be paid Two Thousand Seven Hundred and Fifty Dollars and Zero Cents
7 (\$2,750.00) for administration of the settlement. These amounts shall come from, and shall not be in
8 addition to, the Settlement Amount. Any reduction by the Court of Plaintiff's Counsel's claimed
9 attorneys' fees and/or reasonable costs/expenses shall not be sufficient grounds to void the Settlement,
10 appeal the Judgment, or terminate the Settlement;

11 iv. The Parties agree that Plaintiff and the Aggrieved Employees shall be responsible for
12 any and all tax obligations associated with any payments they receive as part of the Settlement
13 Amount;

14 v. There shall be a Net Settlement Amount that is distributed to Aggrieved Employees in
15 accordance with the allocations set forth in below. The Net Settlement Amount shall consist of the
16 Settlement Amount less the amounts identified above (attorneys' fees and costs and costs of
17 administration). All Aggrieved Employees will receive a portion of the Net Settlement Amount on a
18 pro rata basis based on the number of pay periods they worked. Specifically, the final settlement
19 payments will be determined by the Administrator by taking the number of workweeks each individual
20 Aggrieved Employee worked during the PAGA Period and dividing that by the total number of
21 workweeks all Aggrieved Employees worked during the PAGA Period and multiplying that fraction
22 by the Net Settlement Amount;

23 vi. The Parties agree that the entire Net Settlement Amount will be allocated to Plaintiff's
24 claims under the Private Attorneys General Act ("PAGA") and will be distributed in accordance with
25 the percentages identified within the Act, (i.e. twenty-five percent (25%) will be distributed to the
26 Aggrieved Employees and seventy-five percent (75%) will be distributed to the California Labor and
27 Workforce Development Agency ("LWDA"). These amounts shall come from, and shall not be in
28 addition to, the Settlement Amount; and

1 **WHEREAS**, in exchange for the mutual promises and consideration set forth in this
2 Agreement, the sufficiency of which is hereby acknowledged by the Parties, a release of liability is
3 understood and agreed to as follows:

4 a. “Released Parties” as referenced herein and as released in the Agreement shall
5 collectively mean Defendants and each of Defendants’ former and present directors, officers,
6 shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries,
7 and affiliates.

8 b. Conditioned upon the performance of payment obligations arising out of a
9 separately executed individual settlement between the Parties, Plaintiff Mario Duarte and his
10 respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel),
11 heirs, administrators, successors, and assigns generally, release and discharge Released Parties from
12 all claims, transactions, or occurrences that occurred during his employment with Defendant Accurate
13 Staging Manufacturing, Inc., known and unknown, asserted and unasserted, including, but not limited
14 to: (a) any and all claims demands, debts, duties, obligations, promises, liabilities, damages, accounts,
15 payments, liens acts, costs, expenses, sums of money, suits, dues, actions or causes of action, both in
16 law and in equity, whether known or unknown, matured or unmatured, suspected or unsuspected,
17 which they ever had, now have, or may have in the future that were, or reasonably could have been,
18 alleged, including, but not limited to, any claims concerning Plaintiff’s employment and/or the
19 termination of his employment with Defendants, any claims based on the California Labor Code
20 (including for wages, bonuses, severance pay, employment benefits, stock options), violation of any
21 personnel policy, any claims based on discrimination, harassment, unlawful retaliation, violation of
22 public policy, wrongful termination, or damages of any kind whatsoever, arising out of any common
23 law torts, contracts, express or implied, any covenant of good faith and fair dealing, any theory of
24 wrongful discharge, any theory of negligence, any theory of retaliation, any legal restriction on any
25 affiliated entity’s right to terminate the employment relationship, or any federal, state, local, or other
26 governmental statute, executive order, regulation or ordinance, or common law, or any other basis
27 whatsoever, to the fullest extent provided by law. (“Plaintiff’s Release”). Plaintiff’s Release does not
28 extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits,

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

7 c. All Aggrieved Employees are deemed to release, on behalf of themselves and
8 their respective former and present representatives, agents, attorneys, heirs, administrators, successors,
9 and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably
10 could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, and the
11 PAGA Notice. Pursuant to *Arias v. Superior Ct. (Dairy)*, 46 Cal. 4th 969 (2009), no Aggrieved
12 Employee has the right to exclude himself or herself from the settlement of the PAGA claims being
13 released herein. All Aggrieved Employee will be bound by the settlement of the PAGA claims being
14 released herein, upon its approval by the Court, regardless of whether he or she negotiates (i.e. cashes
15 or deposits) his or her settlement check from the Net Settlement Amount.

16 **WHEREAS**, Plaintiff agrees that all rights under section 1542 of the Civil Code of the State
17 of California are hereby waived as to the individuals or other claims he may have against Defendants.
18 Section 1542 has been explained to Plaintiff by his counsel and provides as follows:

19 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT**
20 **THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR**
21 **SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF**
22 **EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR**
23 **HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER**
24 **SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

25 **WHEREAS**, Plaintiff will prepare and file a stipulation, or motion, if necessary, with the Court
26 requesting Approval of the PAGA settlement within thirty (30) days this Agreement is executed by
27 the Parties. Defendants agree to cooperate with Plaintiff in these efforts so that the motion seeking
28 Approval is filed in a timely manner.

1 **WHEREAS**, the Parties agree that Phoenix Settlement Administrators will serve as the
2 “Settlement Administrator” for all purposes. In addition, and subject to Court approval, timelines, and
3 methods related to the administration of this Agreement shall be as follows:

4 a. For purposes of this Agreement, Aggrieved Employees are defined as: all
5 individuals who are or were employed by Defendant Accurate Staging Manufacturing, Inc. and
6 worked as current and former hourly paid or non-exempt employees at any time from July 13, 2022
7 to the date the Court in the Action grants Approval of this settlement.

8 b. Each Aggrieved Employee will receive a portion of the Net Settlement Amount
9 on a pro rata basis based on a reasonable estimate of the total number of pay periods worked by all
10 Aggrieved Employees during the applicable period. The Administrator shall mail and distribute to all
11 Aggrieved Employees a notice of this settlement, in English and Spanish, informing them of the basic
12 information regarding its terms. The share of the Net Settlement Amount for each Aggrieved
13 Employee will be determined dividing the amount of the Aggrieved Employees’ 25% share of PAGA
14 Penalties (\$7,854.17) by the total number of PAGA Period Pay Periods worked by all Aggrieved
15 Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee’s
16 PAGA Period Pay Periods. .

17 c. One Hundred percent (100%) of the payment of the Net Settlement Amount to
18 eligible Aggrieved Employees will consist of 1099 income representing payment for statutory and
19 civil penalties.

20 d. Within seven (7) calendar days after the Effective Date of this Agreement,
21 Defendants shall provide a list of all Aggrieved Employees and all necessary information to the
22 Administrator to locate Aggrieved Employees, process payments, and process claims for payments,
23 including, but not limited to, Aggrieved Employee workweeks or dates of employment, last known
24 addresses, social security numbers, and any other information required to effectuate the Agreement.

25 e. The Aggrieved Employee list, and any other data provided by Defendants to the
26 Administrator, shall be treated as confidential and not subject to disclosure by the Administrator except
27 (a) relevant information may be provided to PAGA Counsel to the extent necessary to address a
28 disputed claim or to respond to a specific inquiry from a Aggrieved Employee, or to any third party;

1 (b) to allow Defendants and Plaintiff's counsel to review and confirm the calculation of Aggrieved
2 Employees' estimated share of the settlement is accurate and based on the correct information; and (c)
3 as is otherwise necessary for the Administrator to perform its obligations described in this Agreement.
4 Further, the Administrator and Plaintiff's counsel shall use commercially reasonable efforts to secure
5 the data provided by Defendants at all times so as to avoid inadvertent or unauthorized disclosure or
6 use of such data other than as permitted by this Agreement, and shall destroy the data (and all copies
7 of it) in a complete and secure manner when such data is no longer required for purposes of this
8 Agreement. The Administrator shall ensure that the Notice and any other communications to
9 Aggrieved Employees shall not include the Aggrieved Employees' Social Security Number, except
10 for the last four digits.

11 f. Within twenty-one (21) calendar days from the date the Court approves this
12 Agreement, the Administrator will perform an NCOA check for Aggrieved Employees' most current
13 addresses based on the information provided by Defendants and will mail the Court approved notices
14 and disbursement forms to the Aggrieved Employees. For any notices and claim forms returned as
15 undeliverable or notifying the Administrator that the Aggrieved Employee is no longer at the address,
16 the Administrator shall perform a skip-trace on that individual and re-mail the notice and claim form
17 within three (3) business days of receiving information that the mailing was undeliverable or the
18 Aggrieved Employee was no longer at the address to the new address found in under the skip-trace.

19 g. Within one hundred eighty (180) calendar days after the Administrator mails
20 Aggrieved Employees their pro-rata share of the Net Settlement Amount, any unclaimed funds,
21 including funds from uncashed settlement checks will be paid out to the California State Controller
22 Unclaimed Property fund in the PAGA members' name. No amount of the Settlement Sum will revert
23 to Defendants for any reason.

24 h. The Parties agree the Aggrieved Employees' contact information and social
25 security numbers will be used only by the Administrator for the sole purpose of effectuating the
26 Agreement.

27 **WHEREAS**, the Parties agree to the designation of Sirmabekian Law Firm, PC as PAGA
28 Counsel for purposes of this Settlement only.

1 The Parties agree to the designation of Plaintiff MARIO DUARTE as the PAGA representative
2 for purposes of this Settlement only.

3 Except as otherwise set forth in this Agreement, the Parties agree that each shall bear their own
4 respective attorneys' fees and costs incurred in this Action, with the exception of any dispute regarding
5 the payment of the Settlement Sum. In the case of a dispute regarding the payment of the Settlement
6 Sum, the prevailing party shall be entitled to recover their attorneys' fees and costs.

7 This Agreement is made and is enforceable in accordance with the provisions of Code of Civil
8 Procedure § 664.6 and that Parties agree that the Court shall retain jurisdiction for that purpose to
9 effectuate the terms of this Agreement and the entry of judgment in this Action. This Agreement shall
10 be incorporated by reference into any Court order granting Approval thereof such that the Court shall
11 thereafter retain the jurisdiction to enforce its terms.

12 **WHEREAS**, this Agreement may be executed in one or more counterparts and each
13 counterpart, when executed, shall have the efficacy of an original. Photographic or facsimile copies of
14 any such signed counterparts may be used in lieu of the original for any said purpose.

15 **WHEREAS**, Plaintiff represents and agrees that he has not and will not issue any press release,
16 publication, or otherwise disclose this Agreement to other people, the press, media, websites, or any
17 service which reports verdicts.

18 **WHEREAS**, Plaintiff represents and warrants that all legal expenses, bills, costs or
19 contingency fee agreements resulting from or arising out of the representation of Plaintiff in relation
20 to the Action are Plaintiff's responsibility to pay, and that any liens based on any legal expenses, bills,
21 costs or contingency fee agreements incurred as a result of the Action will be satisfied by the incurring
22 party. Plaintiff will indemnify, defend and hold Released Parties harmless from any such claims.

23 This release in all respects has been voluntarily and knowingly executed by Plaintiff with the
24 express intention of effecting the legal consequences provided in the California Civil Code section
25 1542, that is, the extinguishment of obligations herein designated.

26 Should any part, term, or provision of this Agreement be declared or determined by any Court
27 of competent jurisdiction to be wholly or partially illegal, invalid, or unenforceable, the legality,
28 validity, and enforceability of the remaining parts, terms, or provisions of this Agreement shall not be

1 affected thereby. Said illegal, invalid, or unenforceable part, term, or provision shall be deemed not to
2 be a part of this Agreement.

3
4
5 **NOW THEREFORE**, the Parties jointly request that the Court approve the PAGA Settlement
6 set forth in the PAGA Settlement Agreement and enter judgment according to its terms.

7
8 DATED: June 12, 2024

LITTLER MENDELSON P.C.

9
10
11 By:


RACHAEL LAVI
Attorney for Defendants

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14
15 DATED: June 12, 2024

SIRMABEKIAN LAW FIRM PC

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18 By:


SARKIS SIRMABEKIAN
Attorney for Plaintiff

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EXHIBIT A

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made by and between plaintiff Mario Duarte, an individual, on behalf of himself, the State of California, and all others similarly situated ("Plaintiff") and Defendants Accurate Staging Manufacturing, Inc., Alfredo Gomez and Jose Cantu ("Defendants"). The Agreement refers to Plaintiff and Defendants collectively as "Parties," or individually as "Party."

1. DEFINITIONS.

- 1.1. "Action" means the Plaintiff's PAGA lawsuit alleging wage and hour violations against Defendants captioned MARIO DUARTE, an individual; Plaintiff, v. ACCURATE STAGING MANUFACTURING, INC., a California Corporation; ALFREDO GOMEZ, an individual; JOSE A. CANTU, an individual; and DOES 1 through 20, inclusive; Defendants, Case No. 23STCV22626, initiated on September 19, 2023 and pending in Superior Court of the State of California, County of Los Angeles.
- 1.2. "Administrator" means Phoenix Settlement Administrators, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with approval of this Settlement.
- 1.4. "Aggrieved Employee" means all individuals who are or were employed by Defendant Accurate Staging Manufacturing, Inc. and worked as current and former hourly paid or non-exempt employees at any time during the PAGA Period, as defined in section 1.19 below.
- 1.5. "Aggrieved Employee Data" means Aggrieved Employee identifying information in Defendants' possession including the Aggrieved Employee's name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.

- 1.6. "Aggrieved Employee Address Search" means the Administrator's investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.
- 1.7. "Court" means the Superior Court of California, County of Los Angeles.
- 1.8. "Defense Counsel" means Rachael S. Lavi, Esq. (State Bar Number 294443), Littler Mendelson P.C., 2049 Century Park East, 5th Floor, Los Angeles, California 90067.3107.
- 1.9. "Effective Date" means the date this Agreement is approved by the Court as provided herein and the Court's order granting settlement approval and entry of final judgment becomes final and is no longer appealable. For purposes of this Agreement, "becomes final and is no longer appealable" shall mean the later of: (a) the day after the last date by which a notice of appeal, writ, or other appellate proceeding to the applicable Court of Appeal of the order and judgment approving this Agreement may be timely filed and none is filed (*i.e.*, 61 days from notice of entry of judgment); (b) if an appeal, writ, or other appellate proceeding is filed, and the appeal is finally disposed of by ruling, dismissal, denial, or in a any other manner that confirms the validity of the order and judgment, the day after the last date for filing a request for further review of the order and judgment approving this Agreement passes, and no further review is requested; or (c) if an appeal, writ, or other appellate proceeding is filed and the order approving this Agreement is affirmed and further review of the order is requested, the day after the review is finally resolved and the order and judgment approving this Agreement is affirmed. No funding of the Settlement shall occur until after the Effective Date has passed.
- 1.10. "Settlement Amount" means \$55,000.00 which is the total amount Defendant Accurate Staging Manufacturing, Inc. agrees to pay under the Settlement. The

1 Settlement Amount will be used to pay Individual PAGA Payments, the LWDA
2 PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses
3 Payment, and the Administrator's Expenses Payment.

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

7 1.12. "Judgment" means the judgment entered by the Court based upon the Final Approval.

8 1.13. "LWDA" means the California Labor and Workforce Development Agency, the
9 agency entitled, under Labor Code section 2699, subd. (i).

10 1.14. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA
11 under Labor Code section 2699, subd. (i).

12 1.15. "Net Settlement Amount" means the Settlement Amount, less the following payments
13 in the amounts approved by the Court: the LWDA PAGA Payment, PAGA Counsel
14 Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration
15 Expenses Payment. The remainder is to be paid to Aggrieved Employees as
16 Individual PAGA Payments.

17 1.16. "PAGA Counsel" means Sarkis Sirmabekian, Esq., the attorneys representing the
18 Plaintiff in the Action.

19 1.17. "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment"
20 mean the amounts allocated to PAGA Counsel for reimbursement of reasonable
21 attorneys' fees and expenses, respectively, incurred to prosecute the Action.

22 1.18. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee
23 worked for Defendant Accurate Staging Manufacturing, Inc. for at least one day
24 during the PAGA Period.

25 1.19. "PAGA Period" means the period from July 13, 2022 to the date the Court in the
26 Action grants Approval of this settlement.

- 1.20. "PAGA" means the Private Attorneys General Act (CALIFORNIA LABOR CODE §§ 2698. *et seq.*).
- 1.21. "PAGA Notice" means Plaintiff's July 11, 2023 letter to 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 (\$7, 54.17) and the 75% to LWDA (\$2 , 2.50) in settlement of PAGA claims.
- 1.23. "Plaintiff" means Mario Duarte, the named plaintiff in the Action.
- 1.24. "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.25. "Released PAGA Claims" means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5 below.
- 1.26. "Released Parties" means: Defendants and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.
- 1.27. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.
- 1.28. "Defendants" means named Defendants Accurate Staging Manufacturing, Inc., Alfredo Gomez, and Jose A. Cantu.

2. RECITALS.

- 2.1. WHEREAS, Plaintiff alleges he was employed by Defendants during the alleged "PAGA Period," defined above as between July 13, 2022 and the date the Court in the Action grants Approval of this settlement;
- 2.2. WHEREAS, on September 19, 2023, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendants for (1), Violation of the Private Attorneys General Act of 2004, California Labor Code § 2698 *et seq.* ("PAGA"), (2) Failure to Pay Minimum Wage (CAL. LAB. CODE § 1197), (3) Failure

1 to Compensate for All Hours Worked (CAL. LAB. CODE § 1198), (4) Failure to Pay
2 Overtime Compensation (CAL. LAB. CODE § 1198), (5) Failure to Pay Rest Period
3 Compensation (CAL. LAB. CODE § 226.7), (6) Failure to Pay Meal Period
4 Compensation (CAL. LAB. CODE § 226.7), (7) Failure to Furnish Accurate Wage and
5 Hour Statements (CAL. LAB. CODE § 226), (8) Failure to Pay Wages Upon Discharge
6 (CAL. LAB. CODE § 201), (9) Statutory Penalties (CAL. LAB. CODE §§ 203 And 558),
7 (10) Failure to Indemnify and Illegal Deductions from Wages (CAL. LAB. CODE §
8 2802) , and (11) Unfair Competition (BUS. & PROF. Code 17200). The Complaint is
9 the operative complaint in the Action (the "Operative Complaint"). Defendants deny
10 the allegations in the Operative Complaint, deny any failure to comply with the laws
11 identified in in the Operative Complaint and deny any and all liability for the causes
12 of action alleged;

13 2.3. WHEREAS, Defendants deny the validity of Plaintiff's claims in the Action and
14 further deny that the Action is appropriate for representative action treatment for any
15 purpose other than this settlement;

16 2.4. WHEREAS, on May 8, 2024, the Parties participated in an all-day mediation presided
17 over by Mark Lemke which led to this Agreement to settle the Action;

18 2.5. WHEREAS, the Parties want to resolve and settle the dispute that has arisen between
19 them, as well as any other claims, asserted or not asserted, that either party may have
20 against the other arising out of facts or events, known or unknown, occurring up to
21 and including the date of execution of this Agreement;

22 2.6. WHEREAS, a settlement has been reached in the individual and PAGA Action (the
23 "Settlement");

24 2.7. Whereas, the Parties, PAGA Counsel and Defense Counsel represent that they are not
25 aware of any other pending matter or action asserting claims that will be extinguished
26 or affected by the Settlement;

1 2.8. NOW, THEREFORE, in consideration of the promises in this Agreement, the Parties
2 agree as follows:

3 **3. MONETARY TERMS.**

4 3.1. Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendants
5 promise to pay \$55,000.00 and no more as the Settlement Amount. Defendants have
6 no obligation to pay the Settlement Amount prior to the deadline stated in Paragraph
7 6.1 of this Agreement. The Administrator will disburse the entire Gross Settlement
8 Amount without asking or requiring Aggrieved Employees to submit any claim as a
9 condition of payment. None of the Settlement Amount will revert to Defendants.

10 3.2. Payments from the Settlement Amount. The Administrator will make and deduct the
11 following payments from the Settlement Amount, in the amounts specified by the
12 Court in the Final Approval:

13 3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 33%
14 which is currently estimated to be \$18,333.33 and PAGA Counsel Litigation
15 Expenses Payment of not more than \$2,500.00. Defendants will not oppose
16 requests for Court approval of these payments provided that they do not
17 exceed these amounts. Plaintiff and/or PAGA Counsel will file an application
18 or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses
19 Payment. If the Court approves a PAGA Counsel Fees Payment and/or a
20 PAGA Counsel Litigation Expenses Payment less than the amounts requested,
21 the Administrator will allocate the remainder to the Net Settlement Amount.
22 Released Parties shall have no liability to PAGA Counsel or any other
23 Plaintiff's Counsel arising from any claim to any portion of any PAGA
24 Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment.
25 The Administrator will pay the PAGA Counsel Fees Payment and PAGA
26 Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA
27 Counsel assumes full responsibility and liability for taxes owed on the PAGA
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Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments. Any reduction by the Court of Plaintiff's Counsel's claimed attorneys' fees and/or reasonable costs/expenses shall not be sufficient grounds to void the Settlement, appeal the Judgment, or terminate the Settlement under the provisions of Paragraph 9.18 below.

3.2.2. To the Administrator: An Administrator Expenses Payment not to exceed \$2,750.00 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 \$2,750.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.3. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$31,416.67 to be paid from the Net Settlement Amount, with 75% (\$23,562.50) allocated to the LWDA PAGA Payment and 25% (\$7,854.17) allocated to the Individual PAGA Payments.

3.2.3.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$7,854.17) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

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4. **SETTLEMENT FUNDING AND PAYMENTS.**

- 4.1. Aggrieved Employee Data. Within seven (7) calendar days after the Effective Date, Defendants will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.
- 4.2. Funding of Settlement Amount. Defendants shall fully fund the Settlement Amount (\$55,000.00) by transmitting the funds to the Administrator no later than thirty (30) days after the Effective Date.
- 4.3. Payments from the Settlement Amount. Within sixty (60) days after Defendants fund the Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, and the PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.
- 4.4. Within twenty-one (21) calendar days from the date the Administrator receives the Aggrieved Employee Data, the Administrator will perform an NCOA check for

1 PAGA Collective Members' most current addresses based on the information
2 provided by Defendants and will mail the Court approved notices and disbursement
3 forms to the Aggrieved Employees.

4 4.4.1. The Administrator will issue checks for the Individual PAGA Payments and
5 send them to the Aggrieved Employees via First Class U.S. Mail, postage
6 prepaid. The face of each check shall prominently state the date (not less than
7 180 days after the date of mailing) when the check will be voided. The
8 Administrator will cancel all checks not cashed by the void date. Before
9 mailing any checks, the Settlement Administrator must update the recipients'
10 mailing addresses using the National Change of Address Database.

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

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

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

3 4.4.5. Defendants estimate that between July 21, 2022 through May 17, 2024,
4 Aggrieved Employees worked 1280 pay periods. If the actual number of pay
5 periods between July 21, 2022 through approval of this Settlement is more
6 than 10% greater than this number (i.e., if there are 1,408 or more pay
7 periods), Defendant shall have the option to either (1) increase the Net
8 Settlement Amount in proportion to the increase in pay periods over 10%
9 (e.g., if the number of pay periods is 11% greater than 1,408, Defendant will
10 have the option to increase the Net Settlement Amount by 1%); or (2) in its
11 unilateral discretion, if Defendant does not wish to pay the proportional
12 increase, it may instead end the PAGA Period on the date that the total
13 number of pay periods reaches 1,408.

14 **5. RELEASES OF CLAIMS.** Effective on the date when Defendants fully fund the entire
15 Settlement Amount, Plaintiff and PAGA Counsel will release claims against all Released
16 Parties as follows:

17 5.1. Plaintiff's Release. Conditioned upon the performance of payment obligations
18 arising out of a separately executed individual settlement between the Parties,
19 Plaintiff Mario Duarte and his respective former and present spouses, representatives,
20 agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and
21 assigns generally, release and discharge Released Parties from all claims,
22 transactions, or occurrences that occurred during his employment with Defendant
23 Accurate Staging Manufacturing, Inc., known and unknown, asserted and unasserted,
24 including, but not limited to: (a) any and all claims demands, debts, duties,
25 obligations, promises, liabilities, damages, accounts, payments, liens acts, costs,
26 expenses, sums of money, suits, dues, actions or causes of action, both in law and in
27 equity, whether known or unknown, matured or unmatured, suspected or unsuspected,
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1 which they ever had, now have, or may have in the future that were, or reasonably
2 could have been, alleged, including, but not limited to, any claims concerning
3 Plaintiff's employment and/or the termination of his employment with Defendants,
4 any claims based on the California Labor Code (including for wages, bonuses,
5 severance pay, employment benefits, stock options), violation of any personnel
6 policy, any claims based on discrimination, harassment, unlawful retaliation,
7 violation of public policy, wrongful termination, or damages of any kind whatsoever,
8 arising out of any common law torts, contracts, express or implied, any covenant of
9 good faith and fair dealing, any theory of wrongful discharge, any theory of
10 negligence, any theory of retaliation, any legal restriction on any affiliated entity's
11 right to terminate the employment relationship, or any federal, state, local, or other
12 governmental statute, executive order, regulation or ordinance, or common law, or
13 any other basis whatsoever, to the fullest extent provided by law. ("Plaintiff's
14 Release"). Plaintiff's Release does not extend to any claims or actions to enforce this
15 Agreement, or to any claims for vested benefits, unemployment benefits, disability
16 benefits, social security benefits, workers' compensation benefits that arose at any
17 time, or based on occurrences outside the PAGA Period. Plaintiff acknowledges that
18 Plaintiff may discover facts or law different from, or in addition to, the facts or law
19 that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's
20 Release shall be and remain effective in all respects, notwithstanding such different or
21 additional facts or Plaintiff's discovery of them.

22 5.1.1. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For
23 purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the
24 provisions, rights, and benefits, if any, of section 1542 of the California Civil
25 Code, which reads:

26 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT**
27 **THE CREDITOR OR RELEASING PARTY DOES NOT KNOW**
28 **OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME**
OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY

**HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS
OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED
PARTY.**

5.2. Release by Aggrieved Employees:

Plaintiff, the State of California, and all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, and the PAGA Notice. Pursuant to *Arias v. Superior Ct. (Dairy)*, 46 Cal. 4th 969 (2009), no Aggrieved Employee has the right to exclude himself or herself from the settlement of the PAGA claims being released herein. All Aggrieved Employee will be bound by the settlement of the PAGA claims being released herein, upon its approval by the Court, regardless of whether he or she negotiates (i.e. cashes or deposits) his or her settlement check from the Net Settlement Amount.

5.3. Release by PAGA Counsel:

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

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. The Parties agree to jointly prepare and file a stipulation (or motion if necessary) for approval of this Settlement.

Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency;

1 operative procedures for protecting the security of Aggrieved Employee Data; amounts of
2 insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts
3 relevant to any actual or potential conflicts of interest with Aggrieved Employees or the
4 LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel
5 or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely
6 transmission to the LWDA of all necessary PAGA documents (initial notice of violations
7 (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699,
8 subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (iv) all facts
9 relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the
10 Administrator. In their Declarations, Plaintiff and PAGA shall aver that they are not aware
11 of any other pending matter or action asserting claims that will be extinguished or adversely
12 affected by the Settlement.

13 6.1. Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly
14 responsible for expeditiously finalizing and filing the stipulation, application or
15 motion for approval of this Settlement no later than thirty (30) days after the full
16 execution of this Agreement and, if necessary, obtaining a prompt hearing date for the
17 motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is
18 responsible for delivering the Court's Approval to the Administrator.

19 6.2. Duty to Cooperate. If the Parties disagree on any aspect of the proposed stipulation,
20 application or motion for approval of this Settlement and/or the supporting
21 declarations and documents, PAGA Counsel and Defense Counsel will expeditiously
22 work together on behalf of the Parties by meeting in person or by telephone, and in
23 good faith, to resolve the disagreement. If the Court does not grant the motion for
24 approval of this Settlement or conditions its approval on any material change to this
25 Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on
26 behalf of the Parties by meeting in person or by telephone, and in good faith, to
27 modify the Agreement and otherwise satisfy the Court's concerns.
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7. **SETTLEMENT ADMINISTRATION.**

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

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

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

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

8. **ENFORCEMENT AND CONTINUING JURISDICTION OF THE COURT.** This Agreement is made and is enforceable in accordance with the provisions of Code of Civil Procedure § 664.6. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

8.1. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties and their

1 respective counsel waive all rights to appeal from the Judgment, including all rights
2 to post-judgment and appellate proceedings, the right to file motions to vacate
3 judgment, motions for new trial, extraordinary writs, and appeals. The waiver of
4 appeal does not include any waiver of the right to oppose such motions, writs or
5 appeals. If another party appeals the Judgment, the Parties' obligations to perform
6 under this Agreement will be suspended until such time as the appeal is finally
7 resolved and the Judgment becomes final.

8 **9. ADDITIONAL PROVISIONS.**

9 9.1. No Admission of Liability or Representative Manageability for Other Purposes. This
10 Agreement represents a compromise and settlement of highly disputed claims.
11 Nothing in this Agreement is intended or should be construed as an admission by
12 Defendants that any of the allegations in the Operative Complaint have merit or that
13 Defendants have any liability for any claims asserted. The Parties agree that
14 representative treatment is for purposes of this Settlement only. If, for any reason the
15 Court does not approve this Settlement, Defendants reserve all available defenses to
16 the claims in the Action, and Plaintiff reserves the right to contest Defendants'
17 defenses. The Settlement, this Agreement and Parties' willingness to settle the
18 Action will have no bearing on, and will not be admissible in connection with, any
19 litigation, except for proceedings to enforce or effectuate the Settlement and this
20 Agreement.

21 9.2. Integrated Agreement. Upon execution by all Parties and their counsel, this
22 Agreement together with its attached exhibits shall constitute the entire agreement
23 between the Parties relating to the Settlement, superseding any and all oral
24 representations, warranties, covenants, or inducements made to or by any Party.

25 9.3. Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and
26 represent that they are authorized by Plaintiff and Defendants, respectively, to take all
27 appropriate action required or permitted to be taken by such Parties pursuant to this
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1 Agreement to effectuate its terms, and to execute any other documents reasonably
2 required to effectuate the terms of this Agreement including any amendments to this
3 Agreement.

4 9.4. Cooperation. The Parties and their counsel will cooperate with each other and use
5 their best efforts, in good faith, to implement the Settlement by, among other things,
6 modifying the Settlement Agreement, submitting supplemental evidence and
7 supplementing points and authorities as requested by the Court. In the event the
8 Parties are unable to agree upon the form or content of any document necessary to
9 implement the Settlement, or on any modification of the Agreement that may become
10 necessary to implement the Settlement, the Parties will seek the assistance of a
11 mediator and/or the Court for resolution.

12 9.5. No Prior Assignments. The Parties separately represent and warrant that they have
13 not directly or indirectly assigned, transferred, encumbered, or purported to assign,
14 transfer, or encumber to any person or entity and portion of any liability, claim,
15 demand, action, cause of action, or right released and discharged by the Party in this
16 Settlement.

17 9.6. No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendants nor Defense Counsel
18 are providing any advice regarding taxes or taxability, nor shall anything in this
19 Settlement be relied upon as such within the meaning of United States Treasury
20 Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

21 9.7. Modification of Agreement. This Agreement, and all parts of it, may be amended,
22 modified, changed, or waived only by an express written instrument signed by all
23 Parties or their representatives, and approved by the Court.

24 9.8. Agreement Binding on Successors. This Agreement will be binding upon, and inure
25 to the benefit of, the successors of each of the Parties.
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- 1 9.9. Applicable Law. All terms and conditions of this Agreement and its exhibits will be
2 governed by and interpreted according to the internal laws of the state of California,
3 without regard to conflict of law principles.
- 4 9.10. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation
5 of this Agreement. This Agreement will not be construed against any Party on the
6 basis that the Party was the drafter or participated in the drafting.
- 7 9.11. Confidentiality. To the extent permitted by law, all agreements made, and orders
8 entered during Action and in this Agreement relating to the confidentiality of
9 information shall survive the execution of this Agreement.
- 10 9.12. Use and Return of Aggrieved Employee Data. Information provided to PAGA
11 Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the
12 PAGA Data provided to PAGA Counsel by Defendants in connection with the
13 mediation, other settlement negotiations, or in connection with the Settlement, may be
14 used only with respect to this Settlement, and no other purpose, and may not be used
15 in any way that violates any existing contractual agreement, statute, or rule of court.
16 Not later than ninety (90) days after the Administrator discharges its obligation to pay
17 out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of
18 Aggrieved Employee Data received from Defendants unless, prior to the
19 Administrator's payment of all Settlement Funds, Defendants make a written request
20 to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee
21 Data.
- 22 9.13. Headings. The descriptive heading of any section or paragraph of this Agreement is
23 inserted for convenience of reference only and does not constitute a part of this
24 Agreement.
- 25 9.14. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement
26 shall be to calendar days. In the event any date or deadline set forth in this
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1 Agreement falls on a weekend or federal legal holiday, such date or deadline shall be
2 on the first business day thereafter.

3 9.15. Notice. All notices, demands or other communications between the Parties in
4 connection with this Agreement will be in writing and deemed to have been duly
5 given as of the third business day after mailing by United States mail, or the day sent
6 by email or messenger, addressed as follows:

7 **To Plaintiff:**

8 Sarkis Sirmabekian, Esq.
9 Sirmabekian Law Firm, P.C.
3435 Wilshire Blvd., Suite 1710
10 Los Angeles, CA 90010
Tel: (818) 473-5003
11 Fax: (818) 476-5619

12 **To Defendants:**

13 Rachael S. Lavi, Esq.
14 Littler Mendelson P.C.
2049 Century Park East, 5th Floor
Los Angeles, California 90067.3107
Tel: (310) 772-7297

15 9.16. Execution in Counterparts. This Agreement may be executed in one or more
16 counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes
17 of this Agreement shall be accepted as an original. All executed counterparts and
18 each of them will be deemed to be one and the same instrument if counsel for the
19 Parties will exchange between themselves signed counterparts. Any executed
20 counterpart will be admissible in evidence to prove the existence and contents of this
21 Agreement.

22 9.17. Stay of Litigation. The Parties agree that upon the execution of this Agreement the
23 litigation shall be stayed, except to effectuate the terms of this Agreement.

24 9.18. Partial Invalidity. Should any portion, word, clause, phrase, sentence, or paragraph of
25 this Agreement be declared void or unenforceable, such portion shall be considered
26 independent and severable from the remainder, the validity of which shall remain
27 unaffected. However, either Party may terminate this Settlement if after submitting to
28 settle as set forth in this Agreement any Court declines to enter the settlement

1 approval order or judgment in substantially the form submitted by the Parties, or if
2 the Settlement Agreement as agreed does not become final because of appellate court
3 action. The terminating Party shall give to the other Party (through its/his counsel)
4 written notice of its/his decision to terminate no later than fourteen (14) calendar days
5 after receiving notice that one of the enumerated events has occurred. Termination
6 shall have the following effects:

7 9.18.1. The Settlement Agreement shall be terminated and shall have no force or
8 effect, and no Party shall be bound by any of its terms.

9 9.18.2. In the event the Settlement Agreement is terminated, Defendants shall have no
10 obligation to make any payments to any party, Aggrieved Employee, attorney,
11 or the LWDA.

12 9.18.3. The order approving the Settlement and judgment shall be vacated.

13 9.18.4. The Settlement Agreement and all negotiations, statements, and proceedings
14 relating thereto shall be without prejudice to the rights of any of the Parties,
15 all of whom shall be restored to their respective positions prior to the
16 Settlement.

17 9.19. Voluntary Agreement. This release in all respects has been voluntarily and knowingly
18 executed by Plaintiff with the express intention of effecting the legal consequences
19 provided in the California Civil Code section 1542, that is, the extinguishment of
20 obligations herein designated.

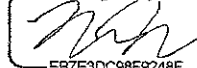
21 **IT IS SO AGREED.**

22 IN WITNESS WHEREOF, the Parties and their respective counsel hereto knowingly and
23 voluntarily executed Settlement Agreement as of the date set forth below.

24
25 6/12/2024

26 Dated: June __, 2024

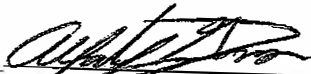
DocuSigned by:


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MARIO DUARTE

1 Dated: June 13, 2024

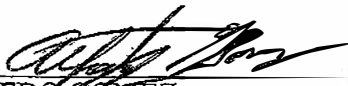
2 ACCURATE STAGING MANUFACTURING, INC.

3 By: 

4 Print Name: Alfredo Gomez

5 Title: CEO

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7 Dated: June, 13, 2024


ALFREDO GOMEZ

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9 Dated: June, 13, 2024


JOSE A. CANTU

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11 Approved as to form and content:

12 SIRMABEKIAN LAW FIRM, PC

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14 Dated: June, 6/11/2024, 2024

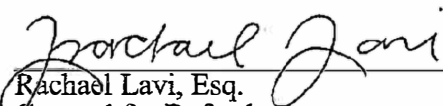
DocuSigned by:

Sarkis Sirmabekian

Sarkis Sirmabekian, Esq.
Counsel for Plaintiff

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19 Dated: June, 14, 2024

LITTLER MENDELSON P.C.


Rachael Lavi, Esq.
Counsel for Defendants

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21 4890-2775-8791.3 / 122698-1001

PROOF OF SERVICE

(§ 1013a, 2015.5 C.C.P.)

STATE OF CALIFORNIA

)

) ss.

COUNTY OF LOS ANGELES

)

I am a citizen of the United States of America; I am over the age of eighteen years and not a party to the within entitled action; my business address is: 3435 Wilshire Boulevard, Suite 1710, Los Angeles, California 90010.

On the below-indicated date, I served the following document:

**STIPULATION BY ALL PARTIES FOR ORDER APPROVING SETTLEMENT
PURSUANT TO CALIFORNIA LABOR CODE PRIVATE ATTORNEYS' GENERAL ACT
AND ENTERING JUDGMENT**

on the interested parties in said action by placing:

___X___ a true and correct copy,

and addressed as set forth on the attached Service List and delivered by one or more of the means set forth below:

☒ **BY ELECTRONIC SERVICE IN LIEU OF SERVICE BY MAIL, EXPRESS MAIL, OVERNIGHT DELIVERY, OR FACSIMILE TRANSMISSION:** In accordance with California Code of Civil Procedure section 1010.6, I caused the document to be sent to the person(s) below at the e-mail address(es) listed below.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

EXECUTED: June 25, 2024

At Los Angeles, California

Grigor Gregg Sirmabekhian

Grigor Gregg Sirmabekhian

SERVICE LIST

Rachel S. Lavi, Esq. LITTLER MENDELSON P.C. Email: RLavi@littler.com Email: LAispuro@littler.com Email: VZamago@littler.com Email: JNewcombCarter@littler.com <i>Attorneys for Defendants</i>	Labor and Workforce Development Agency ("LWDA") Department of Industrial Relations Attn. PAGA Administrator 1515 Clay Street, Ste. 801 Oakland, California 94612 <u>Filed Online:</u> https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html
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