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Attorneys for Defendant MG Santos, Inc.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF MERCED**

VERONICA VALENCIA,

Plaintiff,

v.

**MG SANTOS, INC.; and DOES 1-10,
inclusive,**

Defendants.

Case No.: 23CV-02616

**STIPULATION AND [PROPOSED] ORDER
APPROVING PAGA SETTLEMENT
AGREEMENT AND DISMISSING PAGA
CLAIMS WITH PREJUDICE**

STIPULATION

Plaintiff Veronica Valencia ("Valencia" or "Plaintiff") and Defendant MG Santos, Inc., ("Defendant") (collectively, the "Parties") hereby stipulate as follows:

1. Whereas, Plaintiff Valencia is a former non-exempt employee who filed this lawsuit on July 26, 2023, alleging twelve causes of action, in her individual capacity, under the Fair Employment and Housing Act (FEHA) and the California Labor Code.

1 2. Whereas, on September 15, 2023, Plaintiff filed a First Amended Complaint (FAC),
2 adding a thirteenth cause of action under the California Labor Code's Private Attorneys General
3 Act of 2004 ("PAGA") asserting a right to recover civil penalties on behalf of the State of
4 California and all current and former non-exempt employees of Defendant in California for
5 alleged: (1) minimum wage violations, (2) overtime violations, (3) failure to pay all wages at
6 termination, (4) failure to furnish accurate itemized wage statements, (5) meal period violations, (6)
7 rest break violations, (7) and the failure to provide records upon request.

8 3. Whereas, Defendant MG Santos, Inc., disputes that there is any merit to the claims
9 alleged in this lawsuit and denies that it owes any amounts to Plaintiff or the allegedly aggrieved
10 employees in connection with Plaintiff's claims.

11 4. Whereas, after informal discovery in connection with early settlement negotiations,
12 the Parties engaged in lengthy, arms-length settlement negotiations.

13 5. As part of this process, Plaintiff learned that the primary, albeit infrequent failure to
14 pay overtime, was caused when an employee worked six or more days in a work week, and worked
15 for more than 40 hours. In such instances, the weekly overtime would not always be accounted for,
16 or paid through the daily overtime payments by Defendant. This issue was identified by Plaintiff
17 in Exhibit 2 to Plaintiff's FAC, her wage statement for the pay period of October 17, to October 31,
18 2022. Therein, she worked 96 hours, but was only paid 1.6 hours of overtime. In other words, she
19 worked 11 days, meaning one work week included 6 days and in which she would have been
20 entitled to weekly overtime for time over 40 hours in that workweek. As noted *supra*, Defendant
21 disputes this, and all of Plaintiff's contentions, and believes it complied with the law at all times.

22 6. However, it turns out that this was not a frequent pattern for Defendant because its
23 employees rarely worked six days in a work week.

24 7. Whereas, the Parties have reached a settlement of the PAGA Claims for the total
25 sum of \$5,000 ("PAGA Settlement Amount"), a copy of which agreement is attached hereto as
26 **Exhibit 1** ("PAGA Settlement Agreement").

27 ///

28 ///

1 8. Whereas, the Parties agree that, subject to this Court’s approval, and as set forth in
2 the attached PAGA Settlement Agreement, Defendant MG Santos, Inc., shall distribute the PAGA
3 Settlement Amount as follows within sixty (60) days of the Court’s order granting approval of the
4 PAGA Settlement:

- 5 a. One-third of the PAGA Settlement Amount (\$1,666.50) shall be paid as
6 attorney’s fees to Mayall Hurley, P.C.
- 7 b. \$483.00 shall be paid to Mayall Hurley, P.C. as reimbursement for the
8 reasonable costs incurred in prosecuting the PAGA claims;
- 9 c. \$100 to Plaintiff Valencia as a service payment;
- 10 d. The remaining \$2,750.50 shall be distributed in accordance with Labor Code
11 section 2699(i) as follows:
 - 12 i. 75% or \$2,062.88 shall be paid to the California Labor and
13 Workforce Development Agency;
 - 14 ii. 25% or \$687.62 shall be distributed in *equal* shares to the PAGA
15 Employees, which shall be defined as those employees, current or
16 former, who were issued at least one wage statement, from July 12,
17 2022, to the present.
- 18 e. Settlement Checks issued to PAGA Employees pursuant to this Agreement
19 will expire one hundred and eighty (180) days from the date they are issued
20 by the Claims Administrator. Any unclaimed funds after the 180-day period
21 shall be remitted by the Claims Administrator to the California Unpaid
22 Wage Fund in the name of the Employee to whom the unclaimed funds were
23 issued.

24 9. Whereas, Plaintiff also asserted individual causes of action, including causes of
25 action under the FEHA. The Parties have separately resolved Plaintiff’s individual claims by way
26 of a confidential settlement agreement, the confidentiality of which is a material term of the
27 agreement. Plaintiff’s non-PAGA settlement does not require approval. “While California Labor
28 Code § 2699(1)(2) requires this court to approve any settlement agreement with respect to

1 plaintiffs' PAGA claims, the court is aware of no corresponding provision that imposes any duty
2 on this court to supervise settlement of plaintiffs' non-PAGA claims." *Tenorio v. Gallardo* (E.D.
3 Cal. Sept. 30, 2019) 2019 WL 4747949, *3.

4 10. Whereas, other than the amount Plaintiff is entitled to receive under the PAGA
5 Settlement Agreement (i.e., her share of the PAGA penalties), no separate consideration was given
6 or offered to Plaintiff in connection with the resolution of the PAGA claims in this action.

7 11. Whereas, the Parties acknowledge and agree that, if approved, the PAGA Settlement
8 Agreement will result in the complete and final resolution of the PAGA claims asserted in this
9 action and that the PAGA Claims in this action will be dismissed with prejudice.

10 12. Whereas, the Parties agree that the employees bound by this settlement shall include
11 all employees who worked in a non-exempt position for Defendant in California from July 12,
12 2022 through the date the Court approves the PAGA Settlement Agreement ("PAGA Employees").

13 13. Whereas, upon the Effective Date, and as set forth in the attached PAGA Settlement
14 Agreement, the LWDA, Plaintiff, and each PAGA Employee, shall fully and forever discharge and
15 release Defendant and the Released Parties (as defined in the PAGA Settlement Agreement) from
16 any and all claims alleged in this action under PAGA, including without limitation all claims
17 seeking penalties for alleged Labor Code violations predicated on Plaintiff's PAGA claims, for the
18 time period from July 12, 2022, through the date the Court approves this Stipulation and Settlement
19 (the "Released Claims").

20 14. Whereas, the Parties agree and recognize that the effect of the PAGA Settlement
21 Agreement is limited to those claims that were or could have been asserted under PAGA in this
22 action, and that this PAGA settlement agreement does not resolve or otherwise bar claims that
23 could be made by PAGA Employees in their individual capacities.

24 15. Whereas, based on the information, evidence, and data reviewed by counsel for all
25 Parties, who have significant experience in evaluating PAGA claims, the PAGA Settlement
26 Amount provides fair and meaningful relief when weighed against the significant risks of
27 continued litigation. Although Plaintiff's counsel believe the PAGA claims have merit, they also
28 recognize that continued litigation could be lengthy and present a significant risk of no recovery,

1 particularly in light of Defendant's asserted defenses, the ability of the Court to reduce penalties
2 pursuant to Labor Code section 2699(e)(2), and in light of Defendant's financial condition. For its
3 part, Defendant strongly disputes the merits of Plaintiff's claims and the extent of any actual
4 violations, should they exist, but nonetheless agrees that this settlement is appropriate given the
5 cost and burden of continued litigation and the inherent risks in any litigation.

6 16. Whereas, pursuant to California Labor Code section 2699(l)(2), Plaintiff's counsel
7 are providing a copy of this Stipulation and PAGA Settlement Agreement to the LWDA
8 concurrently with the filing of this Stipulation.

9 17. Whereas, should the Court not approve the PAGA Settlement Agreement, the
10 Parties agree to work together in good faith to remedy any concerns the Court may have regarding
11 the settlement.

12 18. THEREFORE, the Parties agree and jointly request that the Court issue an order
13 approving of the PAGA Settlement Agreement attached hereto as **Exhibit 1** and dismissing the
14 PAGA Claims with prejudice.

15 IT IS SO STIPULATED AND AGREED

16
17 **DATED:** April 10, 2024

MAYALL HURLEY P.C.

18
19 By 

20 WILLIAM J. GORHAM, III
21 Attorneys for Plaintiff

22 **DATED:** April 09, 2024

SAGASER, WATKINS & WIELAND PC

23
24 By 

25 CHRISTOPHER M. RUSCA
26 Attorneys for Defendant
27
28

Exhibit 1

SAGASER, WATKINS & WIELAND PC

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WILLIAM J. GORHAM, III
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Attorneys for Defendant, MG Santos, Inc.

STATE OF CALIFORNIA

SUPERIOR COURT FOR THE COUNTY OF MERCED

VERONICA VALENCIA,

Plaintiff,

v.

MG SANTOS, INC.; and DOES 1-10,
inclusive

Defendant(s).

Case No.: 23CV-02616

**PRIVATE ATTORNEYS GENERAL ACT
SETTLEMENT AND RELEASE**

Complaint Filed: July 26, 2023
Trial Date: None Set

PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AND RELEASE

This Private Attorneys General Act Settlement Agreement and Release ("Settlement Stipulation") is made and entered into by and between VERONICA VALENCIA, on behalf of herself and all others similarly situated, and the State of California, ("Plaintiff" or the "PAGA Employees") and MG SANTOS, INC. ("Defendant"). Plaintiff and Defendant are collectively referred to herein as the "Parties" and may be individually referred to as a "Party." This Settlement Stipulation is contingent on the review and approval of the of the court as required under California Labor Code section 2699(l)(2). This Settlement Stipulation is made in consideration of the following facts:

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A. WHEREAS, on July 26, 2023, Plaintiff filed the original Complaint, and on September 15, 2023, Plaintiff filed the operative First Amended Complaint ("FAC") in the representative action entitled *VERONICA VALENCIA v. MG SANTOS, INC.; and DOES 1-10, inclusive*, alleging PAGA violations pursuant to Labor Code § 2698 *et seq.* ("PAGA") for alleged violations of Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226(b), 226.7, 432, 510, 512, 558, 1182.12, 1194, 1197, 1198, and 1198.5, and the applicable Wage Orders (the "Lawsuit"). Plaintiff exhausted her administrative remedies under PAGA by giving notice to the California Labor & Workforce Development Agency ("LWDA") of the alleged Labor Code violations and the facts and theories to support such violations. Defendant denies all of the allegations in the Lawsuit and in the LWDA notice, and denies that it has committed any misconduct, statutory or regulatory violation, wrongdoing, or any other actionable conduct.

B. WHEREAS, the Parties engaged in informal discovery inasmuch as Defendant provided data concerning PAGA Employees and relevant policies and handbooks relating to the period of July 12, 2022, through February 14, 2024 (hereinafter called the "PAGA Period"). Both Parties conducted independent analysis of the records to assess potential liability as well as assess strengths and weaknesses of the case.

C. WHEREAS, the Parties negotiated with the understanding that between July 12, 2022, and February 14, 2024, there are 52 PAGA Employees.

D. WHEREAS, the Parties understand, acknowledge, and agree that this Settlement Stipulation constitutes a compromise of the claims asserted in the Lawsuit and that it is the desire and intention of the Parties to effect a final and complete resolution of such claims that Plaintiff, the State, and all aggrieved employees have against Defendant arising under PAGA. The Parties further acknowledge that this Settlement Stipulation is an arms-length negotiated compromise between them, and that it is intended to settle all disputes arising under PAGA that were alleged or could have been alleged based on the facts alleged in the FAC. The Parties recognize that there is inherent significant risk in litigation inasmuch as Defendant denies and disputes any and all of Plaintiff's

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1 alleged claims and allegations and further denies that Plaintiff and PAGA Employees have been
2 injured in any way cognizable under applicable law, and even if there was a determination of liability
3 against Defendant, the court retains the ability to “award a lesser amount than the maximum civil
4 penalty” pursuant to California Labor Code sections 2699(e)(1).

5 **E. WHEREAS**, following months of settlement discussions on February 14, 2024, the
6 Parties believe and agree that this Settlement Stipulation provides for a fair, adequate, and
7 reasonable resolution of the Representative PAGA Claim, and have arrived at the settlement in
8 extensive, arm’s length negotiations, taking into account all relevant factors, present and potential.

9 **F. WHEREAS**, California Labor Code section 2699(l)(2) requires Court approval of a
10 settlement of any action filed under PAGA.

11 **G. WHEREAS**, the Parties understand that upon entry of the Court’s final order approving
12 this settlement, Plaintiff, the State, and any and all current and former non-exempt employees of
13 Defendant during the PAGA Period (“PAGA Employees”), will release Defendant and its present
14 and former owners, officers, directors, members, managers, shareholders, agents, parents,
15 subsidiaries, affiliates, employees, insurers, operators, partners, joint ventures, consultants,
16 attorneys, successors or assigns (all of the foregoing are referred to as the “Releasees”), from
17 violations of the California Labor Codes which are alleged or could have been alleged based on the
18 facts in the Lawsuit filed by Plaintiff, brought under the Private Attorneys General Act of 2004
19 (hereinafter referred to as the “Released Claims”), that Plaintiff further releases Defendant from the
20 underlying Labor Code violations, and that execution of this Settlement by the Plaintiff (which
21 includes any heirs, successors, assigns and relatives by blood or marriage, of Plaintiff) is intended
22 to effect a release by each PAGA Employee of Defendant during the PAGA Period and is intended
23 to include PAGA claims alleged in the Lawsuit, as well as any claim for fees or costs, which shall
24 be paid solely from the common fund created by this settlement.

25 **H. WHEREAS**, the Parties understand this Lawsuit will be dismissed with prejudice upon
26 entry of an order by the Court approving the settlement, although the Court will retain jurisdiction
27 of the case pursuant to CCP § 664.6 to enforce the terms of this Agreement and approval order.
28

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I. WHEREAS, the Parties recognize the settlement a substantial portion of the Settlement Sum would be consumed by engaging a third party claims administrator, and Defendant has represented it will, in good faith, calculate workweeks and effectuate payment to PAGA Employees and make the LWDA Payment as provided in this Agreement.

J. WHEREAS, the Parties intend to submit this Agreement to respectfully request that after reviewing the following Settlement Stipulation, the Court approve the same pursuant to California Labor Code section 2699(l)(2).

AGREEMENT

NOW THEREFORE, in consideration of and exchange for the promises, covenants, and releases contained in the Agreement and the other valuable consideration described herein, the sufficiency of which is hereby acknowledged by the Parties, the Parties subject to the Court's review and approval pursuant to California Labor Code section 2699(l)(2), mutually agree as follows:

1. DEFINITIONS:

1.1. "Defendant": M.G. Santos, Inc.

1.2. "Lawsuit": *Veronica Valencia v. MG Santos, Inc.*, Merced County Superior Court Case No. 23cv-02616.

1.3. "LWDA": California Labor & Workforce Development Agency

1.4. "Effective Date": The date the Court enters an order approving the settlement.

1.5. "LWDA Payment": The 75% of the Settlement Sum after deducting Plaintiff's attorney's fees and costs and the Service Payment.

1.6. "PAGA": Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.*

1.7. "PAGA Employees" or "Plaintiff": Veronica Valencia, on behalf of herself and all others similarly situated, and the State of California.

1.8. "PAGA Employee Fund": The 25% of the Settlement Sum after deducting Plaintiff's attorney's fees and costs and the Service Payment.

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1.9. **"PAGA List":** A list of all current and former non-exempt employees employed by Defendant during the PAGA Period.

1.10. **"PAGA Period":** July 12, 2022, through the Effective Date.

1.11. **"Released Claims":** Claims under PAGA that were asserted or could have been asserted in Plaintiff's Lawsuit based on the facts alleged, which include civil penalties under PAGA for violations of Labor Code §§ 226.7, 512, 558, 510, 1194, 1194.2, 226(a), (e), and 201-203.

1.12. **"Releasees" or "Released Parties":** Defendant and its present and former owners, officers, directors, members, managers, shareholders, agents, parents, subsidiaries, affiliates, employees, insurers, operators, partners, joint ventures, consultants, attorneys, successors or assigns

1.13. **"Settlement Stipulation" or "Settlement":** The instant Private Attorneys General Act Settlement and Release.

1.14. **"Settlement Sum":** The total inclusive gross sum of \$5,000.

2. **RELEASE:** Upon entry of an Order approving the Settlement, all PAGA Employees will release all Released Claims. The Parties agree and acknowledge that, to the maximum extent permitted by law, the final order entered pursuant to this Settlement Stipulation will bind all those who would be bound by a judgment if the action had been brought by the LWDA, including Veronica Valencia, the LWDA, and the PAGA Employees, with respect to the recovery of civil penalties asserted or that could have been asserted in the Lawsuit against the Released Parties.

3. **IRS 1099:** With regard to settlement payments to PAGA Employees, IRS Form 1099s will be issued. Nothing in this Settlement is intended to constitute legal advice regarding federal, state, and/or local tax obligations. Plaintiff Valencia acknowledges that she has obtained no tax advice from Defendant and that neither Defendant nor its attorneys have made any representation concerning the tax consequences, if any, of the Settlement Amount in this Agreement or any payment to be made pursuant to this Agreement. Defendant and its attorneys have not made any representation to any PAGA Employees or Plaintiff's counsel concerning the tax consequences, if any, of the Settlement Amount in this Agreement or any payment to be made pursuant to this Agreement.

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ATTORNEYS AT LAW
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Telephone: (559) 421-7000**4. PAGA SETTLEMENT PAYMENT PROCEDURES:**

4.1. In exchange for the dismissal of the Lawsuit and Plaintiff's release pursuant to California Labor Code § 2699 for Violations of Labor Code Sections as alleged in the Lawsuit, *et seq.* (including PAGA penalties payable in part to the State of California) against the Released Parties, Defendant agrees to pay the Settlement Sum, in accordance with the terms specified below and within 60 days after the Court approves the PAGA settlement as follows:

4.1.1. **ATTORNEYS' FEES:** An award to Plaintiff's Counsel of attorneys' fees will be subtracted from the Settlement Sum in an amount to be set by the Court taking into account the settlement award that has been made available for the PAGA employees by the efforts of Plaintiff's Counsel. The amount awarded shall not exceed 33.33%. Court approval of the settlement shall not be contingent on the Court's approval of attorney's fees. Defendant agrees not to dispute or otherwise object to Plaintiff's request for attorney's fees in an amount not to exceed 33.33% of the Settlement Sum.

4.1.2. **SERVICE PAYMENT TO PLAINTIFF:** The amount awarded to Plaintiff Valencia, as a service payment will be set by the Court in its discretion, not to exceed one hundred dollars (\$100.00). This amount will be deducted from the Settlement Sum. An IRS Form 1099 will be issued to Plaintiff Valencia for her service payment. Defendant agrees not to dispute or otherwise object to the Service Payment if Plaintiff requests \$100.00.

4.1.3. **ATTORNEYS' COSTS AND EXPENSES:** Plaintiff's Counsel will be responsible for any and all out-of-pocket litigation costs and expenses.

4.1.4. **PAYMENT TO PAGA EMPLOYEES:** The PAGA Employee Fund shall be paid to PAGA Employees no later than sixty (60) days following court approval of this Settlement in accordance with the following formula: Each PAGA Employee shall receive a *pro rata* share of the amount of the PAGA Employee Fund. The *pro rata* share for each PAGA Employee shall be calculated by the Defendant by dividing the PAGA Employee's number of workweeks worked during the PAGA Period by the total number of workweeks worked by all PAGA Employees and multiplying that ratio by the total amount in the PAGA Employee Fund. Each employees'

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workweeks shall be calculated by taking the number of days between the employee's last day worked, or if still employed, the Effective Date, and the later of the first day worked for said employee or July 12, 2022, then dividing that number by seven (7) and rounding up to the next integer. For example, if an employee's first day of employment was September 13, 2022, and last day worked was June 30, 2023, there are 290 days which after dividing by 7 is approximately 41.429 rounded up to the next integer is 42 workweeks for purposes of calculating that employee's share of the PAGA Employee Fund. If, as a result of rounding to the nearest cent there is an amount remaining in the PAGA Employee Fund, the remainder shall be included as part of the LWDA Payment.

4.1.6. The LWDA Payment shall be paid to the LWDA no later than sixty (60) days following the court's approval of this Settlement.

4.2. In settlement negotiation, Defendant estimated the total number of workweeks during the PAGA Period to be 3,750. Should the Defendant determine the actual number of workweeks during the PAGA Period is more than ten (10) percent greater than 3,750 workweeks (i.e. 4,126 total workweeks or more), the Settlement Sum will be subject to a *pro rata* increase in excess of 10%. For example, if actual workweeks is ultimately 15% higher, the Settlement Sum would increase by 5% to \$5,250.

5. **COURT APPROVAL:** Should the Court not approve this Settlement Stipulation, the Parties shall request leave and work jointly to attempt to remedy the Settlement Stipulation in order to obtain the Court's approval. If despite the Parties best efforts, the Court still does not approve the Settlement Stipulation, this Settlement Stipulation shall become null and void and have no force and effect.

6. **REPRESENTATIONS AND WARRANTIES:** In further consideration for payment of the PAGA settlement amounts, Plaintiff represents and warrants that she has the right and exclusive authority to execute this Settlement Stipulation. Each Party to this Settlement Stipulation also represents and warrants to, and agrees with, each other Party hereto as follows:

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6.1. Each Party has carefully read, and knows and understands the full contents of this Settlement Stipulation and is voluntarily entering into this Settlement Stipulation after having received independent legal advice from his or its attorneys with respect to the advisability of making the settlement provided for herein and the advisability of executing this Settlement Stipulation.

6.2. In executing this Settlement Stipulation and in making the settlement provided for herein, no Party relies or has relied on any statement, representation, omission, inducement, or promise of any other Party (or any officer, agent, employee, representative, or attorney for any other Party), except as expressly stated in this Settlement Stipulation.

6.3. Each Party to this Settlement Stipulation has investigated the facts relevant to this settlement and this Settlement Stipulation, and all matters pertaining thereto, to the full extent that each Party deems necessary.

6.4. Each separately-numbered term of this Settlement is contractual, not merely a recital.

6.5. Each of the Parties has participated in the drafting of all provisions of this Settlement Stipulation, has had an adequate opportunity to read, review, and consider the effect of the language of this Settlement Stipulation, and has agreed to its terms.

7. **CONFIDENTIALITY:** Plaintiff and Plaintiff's Counsel agree that they have not and will not publish the Settlement Stipulation. In response to any inquiries they will state that "the case was resolved with Court approval;" Plaintiff's Counsel shall not report the Settlement or its content in any medium or in any publication, shall not post or report anything regarding the claims of Plaintiff or the PAGA Employees on their website, and shall not contact any reporters or media regarding the Settlement, the PAGA Claims, or their content. However, Plaintiff's Counsel is authorized to make a limited disclosure to the Court and the LWDA for the purposes of obtaining the approval of the settlement. This disclosure is limited to court filings and electronic submission of settlement documents to the LWDA. Plaintiff and Plaintiff's counsel, or their representatives, are not permitted to disseminate or publish, distribute or discuss the information provided to the Court in those filings outside the filings themselves and any hearing held on those filings, unless ordered otherwise by the Court.

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1 8. **CHOICE OF LAW:** The rights and obligations of the Parties under this Settlement Stipulation
2 shall be construed and enforced in accordance with, and governed by, the laws of the State of
3 California. California law shall govern the interpretation of this Settlement Stipulation even if a
4 choice of law analysis under state or federal law would dictate that another forum's law be applied.

5 9. **COOPERATION:** Each Party agrees that they will abide by this Settlement Stipulation and
6 will do all such acts, and prepare, execute, and deliver all such documents, as may be reasonably
7 required to carry out the stated objectives of this Settlement Stipulation.

8 10. **SEVERANCE:** If any provision of this Settlement Stipulation is held to be invalid by a court
9 of competent jurisdiction, that provision shall be deemed severed and deleted from this Settlement
10 Stipulation, and neither that provision nor its severance and deletion shall affect the validity of the
11 remaining provisions. Notwithstanding the foregoing, no portion of any release contained herein
12 may be deemed severed or deleted from this Settlement Stipulation, except upon waiver in writing
13 by the applicable Released Party.

14 11. **NON-ADMISSION OF WRONGDOING:** The Parties agree that this Settlement Stipulation
15 does not constitute an admission of Defendant or any Released Party, of any of the matters alleged
16 in the Lawsuit or of any violation by any of them of any federal, state or local law, ordinance or
17 regulation, or of any violation of any policy or procedure, or of any liability or wrongdoing
18 whatsoever. Neither this Settlement Stipulation nor anything in this Settlement Stipulation shall be
19 construed to be or shall be admissible in any proceeding as evidence of liability or wrongdoing the
20 Parties, subsidiaries, divisions, affiliated corporations, trustees, directors, officers, shareholders,
21 agents, attorneys, insurers, or employees.

22 12. **ADDITIONAL TERMS:**

23 12.1. This Settlement Stipulation is binding upon and shall inure to the benefit of, the
24 Parties hereto and their respective agents, employees, representatives, officers, directors, parents,
25 subsidiaries, assigns, heirs, executors, administrators, insurers, and successors in interest.

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12.2. Given that all Parties hereto had the opportunity to draft, review, and edit the language of this Settlement Stipulation, no presumption for or against any Party arising out of drafting all or any part of this Settlement Stipulation may be applied in any action relating to, connected to, or involving this Settlement Stipulation. Accordingly, the Parties hereby waive the benefit of any legal principle or rule providing that, in cases of uncertainty, the language of a contract should be interpreted against the Party who caused the uncertainty to exist.

12.3. This Settlement Stipulation may be executed in counterparts. A signature by way of e-mail, facsimile, or Doc-u-Sign shall serve as an original for all purposes.

12.4. Headings in this Settlement Stipulation are included solely for convenience and shall not control the meaning or interpretation of any provision of this Settlement Stipulation.

13. **ENTIRE AGREEMENT:** This Settlement Stipulation sets forth the entire agreement between the Parties hereto and fully supersedes any and all prior and/or supplemental understandings, whether written or oral, between the Parties concerning the subject matter of this Settlement Stipulation. Plaintiff acknowledged that she has not relied on any representations, promises or agreements of any kind made to them in connection with their decision to accept the terms of this Settlement Stipulation, except for the representations, promises, and agreements herein. Any modification to this Settlement Stipulation must be in writing and signed by Plaintiff and an authorized officer of Defendant.

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1 IN WITNESS WHEREOF, the parties knowingly and voluntarily executed this Private
2 Attorneys General Act Settlement Agreement and Release subject to court review and approval, as
3 of the date set forth below.

4
5 Dated: March 7, 2024

DocuSigned by:

Veronica Valencia

775B8827A78B48A

Plaintiff VERONICA VALENCIA, on behalf
of herself, and on behalf of the general public
and the State of California

6
7
8
9 Dated: April 2nd, 2024

Defendant M.G. SANTOS, INC.

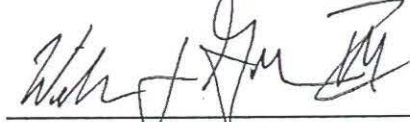
By: _____

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14 APPROVED AS TO FORM AND CONTENT:

15 April 5

16 Dated: March 8, 2024

MAYALL HURLEY PC

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WILLIAM J. GORHAM, III

Attorneys for VERONICA VALENCIA, on
behalf of herself, and on behalf of the general
public and the State of California

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24 Dated: _____, 2024

SAGASER, WATKINS & WIELAND, PC

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CHRISTOPHER M. RUSCA

Attorneys for M.G. SANTOS, INC.

ORDER

Having received and reviewed the Parties' Stipulation and the attached PAGA Settlement Agreement ("PAGA Settlement"), and good cause appearing:

IT IS HEREBY ORDERED that:

1. The Court finds the PAGA Settlement was entered into in good faith, that the Settlement is fair, reasonable and adequate, and that the settlement satisfies the standards and applicable requirements for approval of PAGA representative actions under California law.
2. The Court approves the payments to be made to the PAGA Employees and the State of California as set forth in the PAGA Settlement, pursuant to Labor Code § 2699(1).
3. The Court approves all payments to be made to Plaintiff's counsel based on the terms and timelines set forth in the PAGA Settlement.
4. The Court approves and confirms the release and waiver of claims provided for in the PAGA Settlement.
5. Upon entry of this Order, the Parties shall effectuate all terms of the PAGA Settlement based on the provisions and timelines set forth in the PAGA Settlement.
6. The PAGA Claims in this action are hereby dismissed with prejudice.
7. This Court shall retain jurisdiction with respect to all matters related to the administration and consummation of the PAGA Settlement.

IT IS SO ORDERED.

Dated: _____

Judge of the Superior Court