

PAGA SETTLEMENT AND RELEASE AGREEMENT

IT IS HEREBY STIPULATED AND AGREED by and among the undersigned Parties, subject to the approval of the Court, that the Action and the PAGA Released Claims shall be settled and resolved subject to the following terms and conditions set forth in this PAGA Settlement and Release Agreement (the “Settlement Agreement”), entered by and between Plaintiff, Crescencio Gonzalez Ortega (“Plaintiff”), for himself and on behalf of the State of California and all other Aggrieved Employees pursuant to the California Private Attorneys General Act (“PAGA”) as to his PAGA claims, on the one hand; and Defendants Above All Property Management, LLC and Abe Bak (collectively, the “Defendants”), on the other hand. Plaintiff and Defendants are collectively referred to herein as the “Parties.”

This Settlement Agreement shall become effective after all of the following events have occurred: (i) this Settlement Agreement has been executed by Plaintiff and Defendants; and (ii) the Court has granted approval of the Settlement Agreement (the “Effective Date”).

I. DEFINITIONS

Unless otherwise defined herein, the following terms, when used in this Settlement Agreement, shall have the following meanings:

1. “Action” is defined as the lawsuit filed by Plaintiff in the Los Angeles Superior Court (Case No. 23BBCV02645) on or about November 13, 2023 captioned *Crescencio Gonzalez Ortega v. Above All Property Management, LLC, et al.* in which Plaintiff alleges claims for civil penalties under the Private Attorneys General Act, Labor Code § 2698 *et seq.* predicated on Plaintiff’s allegations that Defendants: (1) failed to provide duty-free meal and rest breaks; (2) failed to pay premium pay for missed meal and rest breaks; (3) failed to pay overtime for all hours in excess of eight hours in a day and forty hours in a week; (4) failed to reimburse all work-related expenditures; (5) failed to pay all wages at the time of termination or within 72 hours of resignation; (6) willfully misclassified Plaintiff and Aggrieved Employees; and (8) failed to provide sick leave pay, and including claims for PAGA civil penalties under Labor Code §210, 226.3, 226.8, 248.5, 558, 1197.1, 1194, 2699 and under all other applicable laws, regulations and wage orders.

2. “Aggrieved Employees” mean all current and former non-exempt employees who worked for Defendants and worked at least one shift in the State of California during the PAGA Period, i.e., from August 23, 2022 to the date on which the Court grants approval of the Settlement Agreement.

4. “Court” or “Los Angeles Superior Court” means the Superior Court of California for the County of Los Angeles.

5. “Defense Counsel” or “Counsel for Defendant” is:

Michael B. Eisenberg, Esq. (mbe@laborligators.com)
Bryan W. Edgar, Esq. (bwe@laborlitigators.com)
Eisenberg & Associates
3580 Wilshire Blvd., Suite 1260
Los Angeles, California 90010
Telephone: (213) 201-9331

6. “Employee PAGA Portion” is the aggregate amount to be distributed to the Aggrieved Employees, which shall consist of 25% of the Net Settlement Amount as provided in Section III.3 herein.

7. “Employee Payments” refers to the individual PAGA Penalty Payments that will be distributed to Aggrieved Employees, as provided in Section III.3 herein.

8. “Gross Settlement Amount” is the sum of Twenty Thousand Dollars (\$20,000), which represents the total amount payable under this Settlement Agreement by Defendants, and includes the Employee PAGA Portion payable to Aggrieved Employees, LWDA Payment payable to the LWDA, Court-awarded Attorneys’ Fees (not to exceed twenty percent of the Gross Settlement Amount, currently estimated to be Four Thousand Dollars (\$4,000)) to Plaintiff’s Counsel, Court-awarded Litigation Costs (not to exceed Two Thousand Five Hundred Dollars (\$2,500)) to Plaintiff’s Counsel, an Enhancement Payment (not to exceed Two Thousand Dollars (\$2,000)) to the Plaintiff, and a Court-awarded payment to the Settlement Administrator for Settlement Administration Costs (not to exceed Two Thousand Five Hundred (\$2,500)).

9. “LWDA” means the California Labor and Workforce Development Agency.

10. “Plaintiff’s Counsel” is:

Sam Donabedian, Esq. (sdonabedian@donabedianlaw.com)
Donabedian LAW, APC
2829 Townsgate Road, Suite 100
Westlake Village, CA 91361
Telephone: (818) 649-3220

11. “Net Settlement Amount” is the amount remaining to distribute to the LWDA and Aggrieved Employees after the following amounts are subtracted from the Gross Settlement Amount: (a) Attorneys’ Fees to Plaintiff’s Counsel; (b) Litigation Costs to Plaintiff’s Counsel; (c) Settlement Administration Costs to Settlement Administrator; and (d) Plaintiff’s Enhancement Payment.

12. “PAGA” means the California Labor Code Private Attorneys General Act, California Labor Code § 2698, *et seq.*

13. “LWDA Payment” means the amount to be paid to the LWDA, which is seventy-five percent (75%) of the Net Settlement Amount as set forth in Section III.3 herein.

14. “PAGA Period” means the time period from August 23, 2022 to the date on which the Court grants approval of the Settlement Agreement.

15. “PAGA Released Claims” means any and all claims for civil penalties under the Private Attorneys General Act that were alleged, or reasonably could have been alleged based on the factual allegations referenced in the Action, including but not limited to those claims predicated on Plaintiff’s allegations that Defendants: (1) failed to provide duty-free meal and rest breaks; (2) failed to pay premium pay for missed meal and rest breaks; (3) failed to pay overtime for all hours in excess of eight hours in a day and forty hours in a week; (4) failed to reimburse all work-related expenditures; (5) failed to pay all wages at the time of termination or within 72 hours of resignation; (6) willfully misclassified Plaintiff and Aggrieved Employees; and (8) failed to provide sick leave pay, and including claims for PAGA civil penalties under Labor Code §210, 226.3, 226.8, 248.5, 558, 1197.1, 1194, 2699 and under all other applicable laws, regulations and wage orders.

16. “Released Parties” means Defendants and their past, present, and future owners, officers, directors, employees, board members, shareholders, attorneys, insurers, reinsurers, customers, partners, investors, members, representatives, predecessors, parent companies, subsidiaries, affiliates, divisions, successors, agents and principals, and their heirs, estates, executors, administrators, servants, insurers, attorneys, and assigns.

17. “Settlement Administrator” refers to Phoenix Settlement Administrators, who shall administer the settlement, subject to approval by the Court, in accordance with this Settlement Agreement.

II. RECITALS

5. On or about August 23, 2023, Plaintiff filed a Notice of PAGA Claims with the Labor and Workforce Development Agency (“LWDA”) alleging various PAGA penalty claims against Defendants (the “PAGA Notice”) and served Defendants with copies of said notice by U.S. Certified Mail pursuant to Labor Code §2699.3, subd. (a). On or about November 13, 2023, Plaintiff filed the Action in the Los Angeles Superior Court (Case No. 23BBCV02645). Defendants deny the allegations in the PAGA Notice and the Action, deny any failure to comply with the laws identified in the PAGA Notice and the Action, and deny any and all liability for allegations alleged therein.

6. On July 25, 2024, the Parties participated in a day-long mediation with mediator Abe Melamed, Esq. In preparation for the mediation, Plaintiff obtained, through informal discovery, information and data related to the Aggrieved Employees, including dates of employment and pay periods worked during the PAGA Period. With Mr. Melamed’s assistance, the Parties reached a tentative agreement to fully and finally resolve the Action and the PAGA Released Claims as to Plaintiff, the State of California, and the Aggrieved Employees. The Parties also reached a settlement of Plaintiff’s non-PAGA individual claims, which are addressed in a separate Individual Settlement and Release Agreement that is concurrently being executed by the Parties.

7. The Parties, Plaintiff's Counsel and Defendants' counsel represent that they are not aware of any other pending matter or PAGA Action asserting claims that will be extinguished or affected by this Settlement Agreement.

III. OPERATIVE TERMS OF SETTLEMENT AGREEMENT

The Parties agree as follows:

1. **Non-Admission.** This Settlement Agreement is the result of disputed claims and nothing in this Settlement Agreement nor action taken in implementation thereof shall be construed to be an admission or concession by Plaintiff that his claims do not have merit or by Defendants of any liability or wrongdoing as to Plaintiff, Aggrieved Employees, or any other person, and Defendants specifically disclaim any such liability or wrongdoing. Nor will any of the foregoing be used in any way in any other judicial, arbitral, administrative, investigative or other forum or proceeding, as evidence of any violation of any federal, state or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, this Settlement Agreement may be used in any court proceeding that has as its purpose the interpretation, implementation, or enforcement of the settlement or any orders or judgments of the Court entered into in connection therewith. The Parties have entered into this Settlement Agreement with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses, and risks. This Settlement Agreement and any related Court documents or orders are not and may not be cited or admitted as evidence of liability.

2. **Gross Settlement Amount.** Defendants shall pay Twenty Thousand Dollars (\$20,000.00) as the Gross Settlement Amount in full and complete settlement of this matter. Defendants shall fund the Gross Settlement Amount within twenty (20) days after the Effective Date. Defendants shall make the above payment to the Settlement Administrator, and the Settlement Administrator shall hold payment in escrow pending approval of the settlement and disbursement. This is a non-reversionary settlement. All Aggrieved Employee funds represented by uncashed checks remaining in the Qualified Settlement Fund shall be tendered to the State's Unclaimed Wages Fund.

3. **Net Settlement Amount.** The Parties agree that the Net Settlement Amount shall be distributed to the LWDA and Aggrieved Employees as follows: Seventy-five percent (75%) of the Net Settlement Amount shall be distributed to the LWDA (i.e., the LWDA Payment) and twenty-five percent (25%) of the Net Settlement Amount shall be distributed to the Aggrieved Employees on a *pro rata* basis, based on their respective number of pay periods worked for Defendant during the PAGA Period. Payments to Aggrieved Employees of their share of the Net Settlement Amount shall be referred to as "Employee Payments." Each Aggrieved Employee will be paid a non-wage check for his/her Employee Payment and will receive an IRS Form 1099 for said payment. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

4. **Attorneys' Fees Payment and Litigation Costs Payment and Plaintiff's Enhancement.** Defendants will not oppose Plaintiff's request for an award of attorneys' fees in an amount up to twenty percent (20%) of the Gross Settlement Amount (currently estimated to

be Four Thousand Dollars (\$4,000)) (“Attorneys’ Fees”) and litigation costs and expenses from the Gross Settlement Amount in the amount up to Two Thousand Five Hundred Dollars (\$2,500) incurred in prosecuting this Action (“Litigation Costs”), to Plaintiff’s Counsel. In addition, Defendants will not oppose a PAGA representative enhancement payment to Plaintiff of not more than Two Thousand Dollars (\$2,000) (the “Enhancement Payment”). In the event the Court approves payment(s) of lesser amounts for Attorneys’ Fees and/or for Litigation Costs to Plaintiff’s Counsel and/or Plaintiff Enhancement Payment, the difference will be a part of the Net Settlement Amount.

5. **Settlement Administration Costs.** Defendant will not oppose Plaintiff’s request for payment in the amount up to Two Thousand Five Hundred Dollars (\$2,500) from the Gross Settlement Amount to the Settlement Administrator for administering the settlement. In the event the Court approves a payment of less than \$2,500 for Settlement Administration Costs, the difference will be a part of the Net Settlement Amount. Settlement Administration Costs will be reported on an IRS Form 1099 issued to the Settlement Administrator.

6. **Releases of Claims.** Upon the Effective Date and the Gross Settlement Amount being fully funded, the following release will immediately take effect. The Parties agree that the consideration described in Paragraph III.2. above constitutes adequate consideration for the settlement and the following release:

a. **Release by Plaintiff:** Except as otherwise provided below, Plaintiff and his respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors and assigns generally, release and discharge the Released Parties from the PAGA Released Claims (“Plaintiff’s Release”). Plaintiff’s Release does not extend to any of his non-PAGA individual claims which are the subject of the Parties’ separate Individual Settlement and Release Agreement. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff’s Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff’s discovery of them. In consideration of this Agreement and the releases contained herein, coupled with the offsets from the dismissal of claims by Plaintiff against Defendants, Plaintiff represents that he has been fully compensated for all hours worked (regular and overtime) and has been fully compensated for all meal and rest breaks missed and for any other alleged California Labor Code violations. In addition, Plaintiff certifies that he has not sustained any injuries in the scope of Plaintiff’s employment with Defendants.

b. **Plaintiff’s Waiver of Rights under Civil Code Section 1542.** For purposes of Plaintiff’s Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

1542. CERTAIN CLAIMS NOT AFFECTED BY GENERAL RELEASE. A general release does not extend to claims that the creditor or releasing party does not know 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.

c. **Release by Aggrieved Employees.** All Aggrieved Employees, on behalf of themselves and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors and assigns generally, release and discharge Released Parties from all PAGA Released Claims. This release of claims by the Aggrieved Employees only covers those civil penalties which are recoverable under PAGA, and does not otherwise cover individual, underlying claims or causes of action that Aggrieved Employees may have under the law against Released Parties for violations of the California Labor Code.

7. **Covenants and Representations by Plaintiff.** Plaintiff represents and warrants that he has not assigned or transferred or purported to assign or transfer to any person or entity, any claim or portion thereof, or interest therein, which is or may be subject to this Settlement Agreement. Plaintiff acknowledges that he has read this Settlement Agreement, that he fully understands his rights, privileges, and duties under the Settlement Agreement, that the Settlement Agreement is a negotiated agreement, and that he enters into this Settlement Agreement freely, voluntarily, deliberately and in an informed manner. Plaintiff further acknowledges that the Settlement Agreement provides consideration of value to him and that he has had the opportunity to consult with his attorneys to explain the terms of this Settlement Agreement and the consequences of signing this Settlement Agreement.

8. **Limited Disclosure and No Publicity.** The Parties agree not to issue press releases, communicate with, or respond to, any media or publication entities concerning the Settlement, including the fact of the Settlement, its terms or contents, and the negotiations underlying the Settlement prior to approval and Entry of Judgment, except as required by law or as shall be contractually required to effectuate the terms of the Settlement as set forth herein. Nothing stated herein shall prohibit Plaintiff's Counsel from discussing the Settlement, the fact of Settlement, and its terms and conditions: (i) with PAGA Members and/or (ii) in court filings, including in their respective firm resumes, and/or (iii) in all necessary motions and supporting memoranda related to approval of the Settlement.

9. **Filing of Motion or Joint Stipulation of Settlement by Plaintiff's Counsel.** Plaintiff's Counsel shall be responsible for preparing a Motion for PAGA Settlement Approval or a Joint Stipulation for Approval of the Settlement and providing Defendants' Counsel with sufficient opportunity to propose revision to the Motion or Stipulation prior to filing. Plaintiff's Counsel will file the Motion or Stipulation, which is mutually agreed to by the Parties, as soon as practicable. Plaintiff's Counsel will serve the Motion or Stipulation on Defendant's Counsel and will submit the Settlement Agreement to the LWDA. Pursuant to California Labor Code section 2698, *et seq.*, Plaintiff's Counsel shall undertake all required submissions and disclosures to the LWDA and the Court to obtain approval of the settlement. Plaintiff agrees to provide notice to the Labor and Workforce Development Agency ("LWDA") of this settlement in accordance with Labor Code § 2699(1)(2).

10. **Continuing Jurisdiction of the Court.** 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.

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

12. **Judgment/Administrator Declaration.** This Settlement Agreement is expressly conditioned upon the Court entering judgment in the Action. The judgment will not release or bar any claims other than the PAGA Released Claims as to Plaintiff, Aggrieved Employees, and State of California. The Settlement Administrator will provide the Parties with a declaration confirming that distribution of payments has been completed in accordance with the Settlement Agreement and the Court's orders, within ten (10) business days of distributing all payments under the settlement. If requested by Defendants, Plaintiff's Counsel will file the declaration with the Court within ten (10) business days of receipt or as otherwise ordered by the Court.

13. **No opt out rights.** Pursuant to *Robinson v. Southern Counties Oil Co.*, 53 Cal.App.5th 476 (2020), Aggrieved Employees do not have the right to "opt out" of this settlement. If this settlement is approved, each Aggrieved Employee will receive his or her individual Employee Payment as indicated above, and upon receipt of the payment will release the PAGA Released Claims as described in detail below.

IV. ADMINISTRATION OF SETTLEMENT

1. **Aggrieved Employee Pay Periods.** Based on a review of its records to date, Defendants estimate there is a total of approximately One Thousand Five Hundred and Sixty-Eight (1,568) pay periods worked by Aggrieved Employees from the beginning of the PAGA period (August 23, 2022) to the present.

2. **Settlement Administrator.** The Parties have selected Phoenix Settlement Administrators, who shall administer the settlement, subject to approval by the Court. Defendants and Defendants' counsel shall not enter into any contractual relationship with the Settlement Administrator. Plaintiff, Plaintiff's counsel, Defendants, and Defendants' counsel shall not bear any responsibility for errors or omissions in the calculation or distribution of the settlement payments or development of the list of recipients of settlement payments or any increase in the fees of the Settlement Administrator that may result from such errors or omissions.

3. **Notice to Aggrieved Employees.**

a. No later than ten (10) Court days after the Effective Date, Defendants shall provide the Settlement Administrator with a list of the Aggrieved Employees (the "Aggrieved Employees List"). The Aggrieved Employees List shall include each Aggrieved Employee's full name, last known mailing address, last known telephone number, start date(s) of employment, end date(s) of employment, total pay periods worked for Defendant in California during the PAGA Period, and Social Security number, to the extent available from Defendants'

records. Because Social Security numbers are included in the list, the Settlement Administrator will maintain the list in confidence, and shall only access and use the list to administer the settlement in conformity with the Court's orders. Defendants will in good faith compile from its records the Aggrieved Employees List and provide it to the Settlement Administrator in a computer-readable format to the extent available, such as a Microsoft Excel spreadsheet.

b. No later than fifteen (15) calendar days after receipt of Defendants' payment of the Gross Settlement Amount, the Settlement Administrator will (i) calculate each Aggrieved Employee's payment, (ii) send its payment calculations to Plaintiff's Counsel and Defense Counsel, (iii) obtain approval from counsel of the calculations, and mail the Employee Payments under cover letter to each of the Aggrieved Employees identified on the Aggrieved Employees List. Prior to mailing the Cover Letter, the Settlement Administrator shall check the addresses provided in the Aggrieved Employees List using the United States Postal Service's National Change of Address database, and update the addresses for known address changes. Should any of the mailings to the Aggrieved Employees of their Cover Letter and Employee Payments be returned to the Settlement Administrator after mailing, the Settlement Administrator will have five (5) calendar days after it receives the returned undeliverable mail to search for a more current address for the Aggrieved Employee (via a skip trace or other reasonable method) and re-mail the Cover Letter and Employee Payments to any alternative or updated address obtained by the Settlement Administrator.

4. Deposit and Distribution of Gross Settlement Amount.

a. Defendants shall fund the Gross Settlement Amount per the terms of this Settlement Agreement into a settlement account established by the Settlement Administrator, for administration and distribution in accordance with this Settlement Agreement and the Court's orders.

b. The Settlement Administrator shall distribute payments for the Attorneys' Fees, the Litigation Costs, Plaintiff's Enhancement Payment, the Settlement Administration Costs, the Employee Payments to Aggrieved Employees, and the LWDA Payment within fifteen (15) calendar days after the Gross Settlement Amount is fully funded. All payments provided for by this Settlement Agreement shall be made by the Settlement Administrator in accordance with this Settlement Agreement and the Court's order approving this settlement.

c. Each Aggrieved Employee will be issued one check for his or her Employee Payment, which will expire one hundred eighty (180) calendar days from the date the checks are issued by the Settlement Administrator. After the 180-day period, the Settlement Administrator shall cancel all checks that have not been cashed or deposited and remit funds associated with such canceled checks to the State Controller's Office, Unclaimed Property Division, in the name associated with each Aggrieved Employee whose Employee Payment checks are canceled.

V. MISCELLANEOUS PROVISIONS

1. **No Impact on Employee Benefit Plans.** Neither the Settlement Agreement nor any amounts paid to Plaintiff, any Aggrieved Employee, or the LWDA under the settlement will modify any previously credited hours or service under any employee benefit plan, policy, or bonus program sponsored by Defendants. Such amounts will not form the basis for additional contributions to, benefits under, or any other monetary entitlement under Defendants' sponsored benefit plans, policies, or bonus programs. The payments made under the terms of this Settlement Agreement shall not be applied retroactively, currently, or on a going-forward basis, as salary, earnings, wages, or any other form of compensation for the purposes of any Defendant benefit plan, policy, or bonus program. Defendants retain the right, if necessary, to modify the language of its benefit plans, policies, and bonus programs to effect this intent, and to make clear that any amounts paid pursuant to this Settlement Agreement are not for "hours worked," "hours paid," "hours of service," or any similar measuring term as defined by applicable plans, policies, and bonus programs for purposes of eligibility, vesting, benefit accrual, or any other purpose, and that additional contributions or benefits are not required by this Settlement Agreement.

2. **Tax Consequences.** Plaintiff and Aggrieved Employees will be solely responsible for correctly characterizing any compensation received under the Settlement on his/her personal income tax returns for tax purposes, and paying all appropriate taxes due for any and all amounts paid to them under the Settlement. Plaintiff, Defendants, Plaintiff's Counsel, and Defendants' Counsel make no representations or warranties with respect to tax consequences of any payment under this Settlement Agreement, do not intend anything contained in this Settlement Agreement to constitute advice regarding taxes or taxability, nor shall anything in this Settlement Agreement be relied upon as such.

3. **Governing Law.** This Settlement Agreement shall be construed under and governed by the laws of the State of California. This Settlement Agreement shall be deemed to have been entered into in California, and all questions of validity, interpretation, or performance of any of its terms or of any rights or obligations of the Parties to this Settlement Agreement shall be governed by California law. If any legal or equitable action or motion is necessary to enforce the terms of this Settlement Agreement, it shall be brought in the State of California, County of Santa Barbara. The prevailing party in any such action or motion shall be entitled to recover that party's reasonable attorneys' fees and costs incurred in connection with the action or motion.

4. **Entire Agreement.** This Settlement Agreement constitutes the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties. The Parties each acknowledge and represent that no promise or representation not contained in this Settlement Agreement has been made to them, and acknowledge and represent that this Settlement Agreement contains the entire understanding between them and contains all terms and conditions pertaining to the compromise and settlement of the Action and PAGA Released Claims.

5. **Judgment and Continued Jurisdiction.** The Parties agree that this Settlement Agreement shall be enforceable by the Court pursuant to California Code of Civil Procedure section 664.6, and the Court, to the fullest extent of the law, shall retain exclusive and continuing

jurisdiction over this Action, over all Parties, and the Aggrieved Employees to interpret and enforce the terms, conditions, and obligations of the Settlement Agreement.

6. **Amendment or Modification.** This Settlement Agreement may be amended or modified only by a written instrument, signed by either the Parties or their successors-in-interest or counsel for all Parties, subject to approval by the Court.

7. **Authorization to Enter into Binding Settlement Agreement.** Defendants represent and warrant that the undersigned has the authority to act on behalf of Defendants and to bind Defendants to the terms of this Settlement Agreement. Plaintiff represents and warrants that he has the capacity to act on his own behalf and on behalf of all who might claim through him to bind him to the terms and conditions of this Settlement Agreement. Counsel for all Parties warrant and represent that they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties warrant that they understand and have full authority to enter into this settlement, and further intend that this Settlement Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any settlement and/or mediation privileges and/or confidentiality provisions that otherwise might apply under federal or state law.

8. **Binding on Successors and Assigns.** This Settlement Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

9. **Execution and Counterparts.** This Settlement Agreement may be executed in one or more counterparts. All executed counterparts, and each of them, including facsimile and scanned copies of the signature page, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange among themselves original signed counterparts.

10. **Acknowledgement of Mutual Drafting and that the Settlement is Fair, Adequate, and Reasonable.** The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action, and have arrived at this settlement after arm's-length negotiations by experienced counsel. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this settlement. The Parties agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive, arm's-length negotiations and that neither Party shall be considered the "drafter" of this Settlement Agreement for purposes of having terms construed against that Party. The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed more strictly against one Party merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

11. **Invalidity of Any Provision.** Before declaring any provision of this Settlement Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Settlement Agreement valid and enforceable.

12. **Severability.** If any term or provision of this Settlement Agreement is held to be invalid or unenforceable, provided that the essential terms and conditions of this Settlement Agreement for each Party remain valid, binding and enforceable, the remaining portions of this Settlement Agreement will continue to be valid, and will be performed, construed, and enforced to the fullest extent permitted by law, and the invalid or unenforceable term will be deemed amended and limited in accordance with the intent of the Parties, as determined from the face of the Settlement Agreement, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

13. **No Waiver.** No waiver of any condition or covenant contained in this Settlement Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such Party of the same or any other condition, covenant, right, or remedy.

14. **Cooperation and Execution of Necessary Documents.** All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to implement the settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this settlement, the Parties may seek the assistance of mediator Abe Melamed and/or the Court to resolve such disagreement.

15. **Confidentiality/Non-Disparagement.** Plaintiff and Defendants agree that no disparaging remarks or statements shall be made by one against the other. Defendants will give a neutral reference to any prospective employers of Employee and will reveal the dates of employment and position held. Plaintiff represents that he has made a voluntary decision not to accept re-employment with Defendants at any time in the future. Defendants are relying on this representation in entering into this Agreement. Moreover, Defendants have good faith and non-discriminatory reasons for the separation of Plaintiff's employment, which would make Plaintiff's future employment not feasible. Plaintiff and Defendants agree that they will not discuss the legal dispute they had, personal disputes, negotiations in reaching this agreement and will not discuss the terms of this settlement agreement. In response to any inquiry, the parties will say "I cannot discuss it." Plaintiff will not disclose to any party any facts or events pertaining to matters which took place during the employment of Plaintiff with Defendants. Plaintiff will not assist any other person in her actions against Defendants unless compelled by court or subpoena. In the event that Plaintiff is subpoenaed to provide testimony or furnish documents related to Defendants, Plaintiff will immediately notify counsel for Defendants (Michael Eisenberg; mbe@laborlitigators.com and Bryan Edgar; bwe@laborlitigators.com) of this fact in writing within 48 hours of receiving said request. The parties expressly acknowledge, understand, and agree that the violation of this confidentiality requirement by Plaintiff will be treated as a violation of this Agreement.

16. **Use and Return of Aggrieved Employee Data.** Information provided to Plaintiff's Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the PAGA data provided to Plaintiff's Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute or California Rules of Court rule. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendants unless, prior to the Administrator's payment of all Settlement Funds, Defendants make a written request to Plaintiff's Counsel for the return, rather than the destruction, of Aggrieved Employee Data.

IN WITNESS THEREOF, the Parties each acknowledge that each Party has read the foregoing Settlement Agreement, accepts and agrees to the provisions contained in this Settlement Agreement, and hereby executes it voluntarily and with full understanding of its consequences.

Dated: 06/08/24

Crescencio Gonzalez
Crescencio Gonzalez Ortega

Dated: _____

Abe Bak

**ABOVE ALL PROPERTY MANAGEMENT,
LLC**

Dated: _____

By: _____
Abe Bak, CEO

Signature: 
Crescencio Gonzalez (Aug 6, 2024 11:46 PDT)

Email: luisgonzalezortega908@gmail.com

24 Hour PAGA Settlement Agmt. - Johnson - 2.24.23

Final Audit Report

2024-08-06

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