

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement/Stipulation of Settlement (the “Agreement”) is made by and between plaintiff Jose Salazar (“Plaintiff”) and defendant Sinai Temple d/b/a Mount Sinai Memorial Parks and Mortuaries (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as a “Party.”

1. DEFINITIONS.

1.1 “Action” means Plaintiff’s lawsuit against Defendant captioned Jose Salazar v. Mount Sinai Memorial Parks & Mortuaries dba Sinai Temple, Case No. 24STCV01287, initiated on January 18, 2024, and pending in the Superior Court of the State of California, County of Los Angeles, including the Complaint.

1.2 “Administrator” means ILYM Group (“ILYM”), 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 of Three Thousand Nine Hundred Fifty Dollars and Zero Cents (\$3,950.00) submitted to the Court in connection with approval of this Settlement.

1.4 “Aggrieved Employee” means all persons who are employed or were previously employed by Defendant in California at Mount Sinai Memorial Parks and Mortuaries and classified as non-exempt employees (“Aggrieved Employees”) at any time during the PAGA Period.

1.5 “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendant’s 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 “Approval Order” means the Court Order Granting Approval of PAGA Settlement.

1.8 “Complaint” shall refer to the original complaint that Plaintiff filed in the Action on January 18, 2024.

1.9 “Court” means the Superior Court of California, County of Los Angeles.

1.10 “Defense Counsel” means Attorneys David A. Wimmer and Allison R. Musante at Swerdlow Florence Sanchez Swerdlow & Wimmer, A Law Corporation.

1.11 “Effective Date” means the date by when both of the following have occurred: (a) the Court enters Judgment on the Approval Order and (b) the Judgment becomes final. The Judgment becomes final as of the latest of the following occurrences: (a) the day the Court entered Judgment assuming no appeal is filed; or (b) if a timely appeal is filed, the date of final resolution of that appeal (including any requests for rehearing and/or petitions for writs of certiorari) resulting in final judicial approval of the Settlement.

1.12 “Gross Settlement Amount” means Eighty Five Thousand Dollars and Zero Cents (\$85,000.00), which is the total amount Defendant agrees to pay under the Settlement, except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses

Payment, the PAGA Representative Award, and the Administrator's Expenses Payment.

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

1.14 "Judgment" means the judgment entered by the Court based upon the Approval Order.

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

1.16 "LWDA Letter" means Plaintiff's August 10, 2023, letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

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

1.18 "Net Settlement Amount" or "NSA" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, the PAGA Representative Award, and the Administration Expenses Payment. The NSA is to be paid to Aggrieved Employees as Individual PAGA Payments (25% of the NSA) and to the LWDA in the LWDA PAGA Payment (75% of the NSA).

1.19 "PAGA Counsel" means Attorneys Christopher A. Adams and Levon Shant Yepremianat, KJT Law Group, LLP, the attorneys representing the Plaintiff in the Action.

1.20 "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel for their reasonable

attorneys' fees and for the reimbursement of their reasonable expenses, respectively, incurred to prosecute the Action.

1.21 "PAGA Pay Period" means any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.22 "PAGA Period" means the period from August 10, 2022, to the date of the Approval Order.

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

1.24 "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from, and shall equal, the Net Settlement Amount, which is estimated to be Thirty Four Thousand One Dollar and Thirty Three Cents (\$34,001.33). The PAGA Penalties are allocated 25% to the Aggrieved Employees (approximately \$8,500.33) as to their Individual PAGA Payments and the 75% to LWDA (approximately \$25,501.00) as the LWDA PAGA Payment in settlement of all PAGA claims.

1.25 "PAGA Representative Award" means the Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) sought to be paid to Plaintiff for serving as the named PAGA representative in the Action.

1.26 "Plaintiff" means Jose Salazar, the named plaintiff in the Action.

1.27 "Released PAGA Claims" means any and all claims for civil penalties under PAGA arising from the pleaded claims in the Action and the LWDA Letter for the entire duration of the PAGA Period, and from all other claims for civil penalties arising from, related to, or otherwise connected with the underlying factual allegations contained in the LWDA Letter and complaint in the Action, that Plaintiff, on behalf of himself, the LWDA and the Aggrieved Employees, alleged or could allege against Defendant and any of the Released Parties. The Released PAGA Claims include, without limitation, all claims for civil penalties arising under California Labor Code Sections 2698 *et seq.* based on the facts set forth in Plaintiff's August 10, 2023, LWDA Letter and Plaintiff's Action, and further includes all claims seeking civil penalties for (1) failure to provide rest periods, (2) failure to provide meal periods, (3) failure to pay overtime wages, (4) failure to pay minimum wage, (5) failure to provide accurate itemized wage statements, (6) failure to pay waiting time penalties, and (7) failure to reimburse for business expenditures and losses, and further including all claims for civil penalties pursuant to California Labor Code Sections 201, 202, 203, 204, 210, 211, 226, 226.7, 510, 511, 512, 526(a), 558, 1118.12, 1174, 1193.6, 1194 *et seq.*, 1194, 1194.2, 1197, 1197.1, 1198, 2698 *et seq.*, 2800, and 2802, California Code of

Regulations 11040, as well as any applicable IWC Orders, arising during the PAGA Period.

1.28 “Released Parties” means Defendant and each of its divisions, subsidiaries, partnerships, parents, affiliated companies, trusts, or other related entities, past and present, and each of them, as well as each of their directors, officers, shareholders, partners, members, representatives, executors, trustees, fiduciaries, administrators, beneficiaries, assignees, successors, business managers, agents, contractors, insurers, attorneys, and employees, past and present, and each of them and their marital community.

1.29 “Settlement” means the disposition of the Action effectuated by this Agreement and the Judgment.

2. RECITALS.

2.1 Pursuant to Labor Code Section 2699.3(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the LWDA Letter. Specifically, on August 10, 2023, Plaintiff filed the LWDA Letter with the LWDA on behalf of himself and all Aggrieved Employees, alleging that Defendant committed various wage and hour violations under the California Labor Code and were entitled to civil penalties under PAGA. In the LWDA Letter, Salazar alleged claims for: (1) failure to provide rest periods; (2) failure to provide meal periods; (3) failure to pay overtime wages; (4) failure to pay minimum wage; (5) failure to provide accurate itemized wage statements; (6) failure to pay waiting time penalties; and (7) failure to reimburse for business expenditures and losses.

2.2 On January 18, 2024, Plaintiff commenced this Action by filing the Complaint against Defendant.

2.3 Prior to Defendant answering the Complaint in the Action, the Parties agreed to attend an early mediation with Barry Appell, Esq., an experienced mediator. Prior to mediation, Plaintiff obtained, through informal discovery, among other things, electronic payroll and timekeeping data for all alleged Aggrieved Employees, as well as emails and documents regarding Defendant’s wage and hour policies, and Plaintiff’s personnel records.

2.4 On May 24, 2024, the Parties participated in an all-day mediation presided over by Barry Appell, Esq., which led to this Agreement to settle the Action. The

Parties executed a Memorandum of Agreement on May 24, 2024, memorializing that settlement.

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

3. MONETARY TERMS.

3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay Eighty Five Thousand Dollars and Zero Cents (\$85,000.00) and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to forty five (45) days after the Effective Date, as stated in Paragraph 4.2 of this Agreement, except as otherwise noted in Paragraph 9.1. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Approval Order:

3.2.1 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 40% which is currently estimated to be Thirty Four Thousand Dollars and Zero Cents (\$34,000.00) and PAGA Counsel Litigation Expenses Payment of not more than Five Thousand Five Hundred Forty Eight Dollars and Sixty Seven Cents (\$5,548.67). Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts and/or percentage of the Gross Settlement Amount. Plaintiff will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the unincurred balance shall be included in the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any PAGA Counsel Fees Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will report the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendant

and all Released Parties harmless, and hereby indemnifies Defendant and all Released Parties from any dispute or controversy regarding any division or sharing of the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment.

3.2.2 To the Administrator: An Administrator Expenses Payment not to exceed Three Thousand Nine Hundred Fifty Dollars and Zero Cents (\$3,950.00) 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 Three Thousand Nine Hundred Fifty Dollars and Zero Cents (\$3,950.00), the balance shall be included in the Net Settlement Amount.

3.2.3 To the Plaintiff: The PAGA Representative Award not to exceed Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00). To the extent the Court approves payment less than Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00), the remaining balance shall be included in the Net Settlement Amount.

3.3 Payment from Net Settlement Amount: The Administrator will make and deduct the following payments from the Net Settlement Amount in the amounts specified by the Court in the Approval Order:

3.3.1 To the LWDA and Aggrieved Employees: PAGA Penalties in the estimated amount of Thirty Four Thousand One Dollar and Thirty Three Cents (\$34,001.33) to be paid from the Net Settlement Amount, with 75% allocated to the LWDA PAGA Payment and 25% 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 by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying that result by each Aggrieved Employee's PAGA Pay Periods.

3.2.3.2. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.3.3. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Aggrieved Employee Data. Within thirty (30) calendar days of the Court filing the Approval Order, Defendant will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. Defendant shall make reasonable and good faith efforts based on Defendant's records to include the name, last known address, and social security number of each Aggrieved Employee on the List. The List will not be provided to Plaintiffs' Counsel. To protect Aggrieved Employee' 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. The Parties and their counsel will expeditiously use good-faith efforts to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.2 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than forty five (45) days after the Effective Date, except as otherwise noted in Paragraph 9.1.

4.3 Payments from the Gross Settlement Amount. Within thirty (30) calendar days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the PAGA Representative Award, the Administration Expenses Payment, the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment. Disbursement of the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

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

4.3.2 The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within seven (7) days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address

ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced if requested by the Aggrieved Employee prior to the void date.

- 4.3.3 For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.
- 4.3.4 The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those expressly specified in this Agreement.
- 4.3.5 The Individual PAGA Payments shall not adjust or effect the regular rate of pay in any way for any and all Aggrieved Employees.
- 4.3.6 Whereas the Parties agree that there is no statutory obligation to provide notice of the Settlement to Aggrieved Employees, at the same time that the Administrator distributes the Individual PAGA Payments to the Aggrieved Employees, every Aggrieved Employee will be provided with the letter attached hereto as Exhibit A in the form evidenced by Exhibit A, which shall be addressed to the Aggrieved Employee and reference the Aggrieved Employee's Individual PAGA Payment.

5. RELEASES OF CLAIMS. Effective on the date when Defendant fully funds the Gross Settlement Amount, Plaintiff will release claims against all Released Parties as follows:

5.1 Plaintiff's Release. Plaintiff for himself and for his respective spouses, domestic partners, marital community, children, estates, heirs, trusts, successors, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians, personal representatives, and assignees does forever and completely release and discharge and covenant not to sue the Released Parties with respect to any and all claims, demands, liens, agreements, contracts, grievances, covenants, actions, suits, causes of action, wages, obligations, debts, liquidated damages, penalties, interest, costs, expenses, attorneys' fees, damages, judgments, orders and liabilities of whatever kind or nature in law, equity or otherwise, whether now

known or unknown, suspected or unsuspected, concealed or hidden, which Plaintiff now owns or holds or has at any time on or before the Effective Date owned or held as against said Released Parties, or any of them. Such released claims include specifically, but not exclusively and without limiting the generality of the foregoing, any and all claims, demands, agreements, grievances, obligations and causes of action, known or unknown, suspected or unsuspected, concealed or hidden, including but not limited to all claims arising out of, based upon, relating to, or in any way connected with (i) Plaintiff's employment with Defendant; (ii) any allegation in the PAGA Notice filed by Plaintiff with the LWDA or in the Action; (iii) any transactions, occurrences, acts or omissions set forth, or facts alleged, in any and all charges, complaints, claims, grievances or pleadings filed by Plaintiff against any Released Party prior to the date hereof with any city, county, state or federal agency, commission, office or tribunal whatsoever, including, but not limited to, the Civil Rights Department, State of California, the Equal Employment Opportunity Commission, the Department of Labor, the LWDA, Occupational Safety and Health Administration, and National Labor Relations Board; and/or (iv) any transactions, occurrences, acts or omissions occurring prior to the Effective Date, including specifically without limiting the generality of the foregoing any claim under Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Employee Retirement Income Security Act, the Age Discrimination in Employment Act (29 U.S.C. Section 621 et seq.), the National Labor Relations Act, the Fair Labor Standards Act, the Family and Medical Leave Act, the California Constitution, the California Labor Code, the California Civil Code, the California Government Code, the California Business & Professions Code, the California Family Rights Act, the California Fair Employment and Housing Act, or any other federal, state, or local statute or regulation.

5.1.1 Plaintiff's Waiver of Rights Under California 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:

"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."

Plaintiff acknowledges that Plaintiff may hereafter discover claims or facts in addition to or different from those which Plaintiff now knows or believes to exist with respect to the subject matter of this Agreement and which, if known or suspected at the time of

executing this Agreement, may have materially affected this settlement. Nevertheless, Plaintiff hereby waives any right, claim or cause of action that might arise as a result of such different or additional claims or facts. Plaintiff acknowledges that Plaintiff understands the significance and consequence of such release and such specific waiver of Section 1542.

5.2 Release by Aggrieved Employees and the LWDA:

Plaintiff, standing in the shoes of the Labor Commissioner/LWDA to the extent permitted by law, and on behalf of the State of California and all Aggrieved Employees, for themselves and for their respective spouses, domestic partners, children, estates, heirs, trusts, and representatives, forever completely releases and discharges the Released Parties from the Released PAGA Claims that have or could have arisen or accrued during the PAGA Period. It is the intent of the Parties that the Approval Order entered by the Court shall have full equitable and collateral estoppel and res judicata effect and be final and binding upon Plaintiff, the LWDA, and the Aggrieved Employees. Each Aggrieved Employee and the LWDA will be deemed to have made the foregoing Release as if by manually signing it.

6. **MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.**

6.1 Within sixty (60) business days of all Parties executing this Agreement, Plaintiff shall file a Motion for Approval of the Settlement.

6.2 Plaintiff's Responsibilities. No later than five (5) business days before the due date to file the Motion for Approval, Plaintiff will deliver to Defense Counsel near final drafts of all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2), including (i) a draft, proposed Approval Order; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve, its competency, its operative procedures for protecting the security of Aggrieved Employee Data, its amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance, all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA, and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; and (iii) a near final declaration from PAGA Counsel attesting to its timely transmission to the LWDA of all necessary documents required to be sent to the LWDA regarding the settlement of PAGA claims. PAGA Counsel's declaration shall also attach a copy of this Agreement, and it shall include all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiff and PAGA Counsel shall aver that they are not aware of any other

pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.3 Responsibilities of PAGA Counsel. Consistent with Paragraph 6.1 above, PAGA Counsel is responsible for expeditiously drafting, finalizing and filing the Motion for Approval and obtaining a prompt hearing date for the Motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Approval Order to the Administrator.

6.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone or videoconference, and in good faith, to resolve the disagreement. If the Court does not grant the Motion for Approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone or videoconference, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns, provided that Defendant shall not be required to contribute any additional funds to the Gross Settlement Amount.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected ILYM to serve as the Administrator. PAGA Counsel has verified that, as a condition of appointment, ILYM 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 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 designated tasks contained in this Agreement or otherwise required by law.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES and ESCALATOR

CLAUSE. Based on its records, Defendant represents that there are approximately 4,517 pay periods for the Aggrieved Employees from August 10, 2022, through April 7, 2024. Should the total number of PAGA Pay Periods within that timeframe increase by more than 10% (i.e., by more than 451 PAGA Pay Periods), Defendant shall increase the Gross Settlement Fund, as defined below, on a pro-rata basis equal to the percentage increase in the number of PAGA Pay Periods worked by Aggrieved Employees greater than 10%. For example, if the number of PAGA Pay Periods increases by 12%, then Plaintiff shall request a 2% increase to the Gross Settlement Fund.

9. 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. If any Party brings an action to enforce this Agreement, the prevailing party shall be entitled to its/her reasonable attorneys’ fees and costs.

9.1 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 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 individual or entity who is not a Party to this Agreement 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.

10. ADDITIONAL PROVISIONS.

10.1 No Admission of Liability. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any allegation in the LWDA Letter or Complaint has merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement, this Agreement, and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits, if any, shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party, as well as the prior Memorandum of Agreement executed by the Parties.

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

10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their good-faith efforts to implement the Settlement by, among other things, modifying the Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of Mediator Barry Appell, Esq. and/or the Court for resolution.

10.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of

any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

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

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

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

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

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

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

10.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendant 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 rule of court. Additionally, the Parties are under a continuing obligation to comply with the Court's Order related to the Parties' *Stipulation To Stay Litigation and Provide Information Under The California Mediation Privilege*, which was signed by the Court on March 11, 2024.

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

10.14 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in

this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

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

To Plaintiff:

Christopher A. Adams, Esq.
Levon Shant Yepremianat, Esq.
KJT Law Group, LLP
230 N. Maryland Avenue, Suite 306
Glendale, California 91206

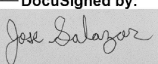
To Defendant:

David A. Wimmer, Esq.
Allison R. Musante, Esq.
Swerdlow Florence Sanchez Swerdlow & Wimmer,
A Law Corporation
10877 Wilshire Boulevard, Suite 1650
Los Angeles, CA 90024

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

10.17 Stay of Litigation. The Parties agree that, upon the execution of this Agreement, the litigation shall continue to be stayed, except to effectuate the terms of this Agreement. The Parties further agree that, upon the signing of this Agreement and, pursuant to CCP Section 583.330, the date to bring a case to trial under CCP Section 583.310 shall be extended for the entire period of this settlement process.

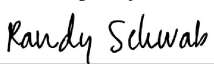
EXECUTED this ⁵ day of June 2024, at _____ County,
California.

DocuSigned by:

C885641F1F6E64BA...

Jose Salazar

EXECUTED this ⁶ day of June 2024, at Los Angeles, California.

DEFENDANT SINAI TEMPLE D/B/A
MOUNT SINAI MEMORIAL PARKS AND
MORTUARIES

By: 

Randy Schwab
Its: General Manager

APPROVED AS TO FORM:

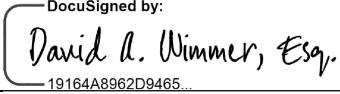
KJT LAW GROUP, LLP


By: _____
Christopher Adams, Esq.
Attorneys for Plaintiff, Jose Salazar

Dated: 06/06/2024

APPROVED AS TO FORM:

SWERDLOW FLORENCE SANCHEZ
SWERDLOW & WIMMER, A LAW CORPORATION

By:  _____

David A. Wimmer, Esq.
Attorneys for Defendant Sinai Temple d/b/a
Mount Sinai Memorial Parks and Mortuaries

Dated: 6/5/2024

EXHIBIT A

<<DATE>>

<<FIRST_NAME>> <<LAST_NAME>>

<<ADDRESS 1>>

<<ADDRESS 2>>

Re: Payment from *Salazar v. Mount Sinai Memorial Parks and Mortuaries*

Dear <<FIRST_NAME>> <<LAST_NAME>>:

Enclosed you will find a check made payable to you. This is your payment from the settlement of the lawsuit entitled *Salazar v. Mount Sinai Memorial Parks and Mortuaries*, Los Angeles County Superior Court Case No. 24STCV01287, which the Court approved on [date].

WHAT IS THE CASE ABOUT?

This case was brought by Plaintiff, Jose Salazar (“Plaintiff”), and filed against Sinai Temple d/b/a Mount Sinai Memorial Parks and Mortuaries (“Defendant”), pursuant to the California Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et seq.* (called “PAGA”). Plaintiff filed the lawsuit on behalf of himself, the State of California and all persons who are employed or were previously employed by Defendant in California at Mount Sinai Memorial Parks and Mortuaries and classified as non-exempt employees at any time during the PAGA Period,” which covers the time period of August 10, 2022, to [the date of the Approval Order]). The group of employees referenced above are called the “Aggrieved Employees,” and you have been identified as an Aggrieved Employee.

WHAT ARE THE IMPORTANT TERMS OF THE SETTLEMENT?

In this case, Plaintiff claimed that Defendant owed civil penalties under PAGA for certain California Labor Code violations because Defendant allegedly failed to provide rest periods and meal periods, failed to compensate alleged Aggrieved Employees for all wages due, including overtime wages, failed to pay all wages due at separation of employment, failed to reimburse for all necessary business expenses, and failed to provide accurate wage statements. Defendant denied the allegations in the Complaint, denied any failure to comply with the laws identified in the Complaint, and denied any and all liability for the causes of action alleged.

After participating in a full-day mediation, the Parties agreed to resolve the case, and as part of that settlement, Defendant agreed to pay a certain amount of money. The settlement of this action does not constitute an admission by Defendant of any of the matters alleged in the case or an admission of liability. Defendant strongly denies violating any laws or failing to pay any wages and contends that it complied with all applicable laws.

Under PAGA, the monies being paid in this settlement get divided between the California Labor and Workforce Development Agency (the LWDA”) and the Aggrieved Employees, with 75% of the net settlement going to the LWDA and the other 25% being divided amongst the

Aggrieved Employees. The settlement proceeds are apportioned to Aggrieved Employees based on the number of payroll periods worked in the PAGA Period.

YOUR SETTLEMENT CHECK AND THE RELEASE OF CLAIMS

The enclosed check, in the amount of \$_____.00, represents your portion of the settlement proceeds, which is based on the number of pay periods you worked during the PAGA Period.

As an Aggrieved Employees, you are now legally barred from asserting any of the claims released under the Settlement. This means that you, along with all other Aggrieved Employees and the State of California, cannot sue, continue to sue, or participate in any other claim against Defendant or the Released Parties based on the facts alleged in the case to have occurred during the PAGA Period and resolved by this settlement. The Aggrieved Employees' Release is as follows:

Plaintiff, standing in the shoes of the Labor Commissioner/LWDA to the extent permitted by law, and on behalf of the State of California and all Aggrieved Employees, for themselves and for their respective spouses, domestic partners, children, estates, heirs, trusts, and representatives, forever completely releases and discharges the Released Parties from the Released PAGA Claims that have or could have arisen or accrued during the PAGA Period. It is the intent of the Parties that the Approval Order entered by the Court shall have full equitable and collateral estoppel and res judicata effect and be final and binding upon Plaintiff, the LWDA, and the Aggrieved Employees. Each Aggrieved Employee and the LWDA will be deemed to have made the foregoing Release as if by manually signing it.

“Released Parties” means Defendant and each of its divisions, subsidiaries, partnerships, parents, affiliated companies, trusts, or other related entities, past and present, and each of them, as well as each of their directors, officers, shareholders, partners, members, representatives, executors, trustees, fiduciaries, administrators, beneficiaries, assignees, successors, business managers, agents, contractors, insurers, attorneys, and employees, past and present, and each of them and their marital community.

“Released PAGA Claims” means any and all claims for civil penalties under PAGA arising from the pleaded claims in the Action and the LWDA Letter for the entire duration of the PAGA Period, and from all other claims for civil penalties arising from, related to, or otherwise connected with the underlying factual allegations contained in the LWDA Letter and complaint in the Action, that Plaintiff, on behalf of himself, the LWDA and the Aggrieved Employees, alleged or could allege against Defendant and any of the Released Parties. The Released PAGA Claims include, without limitation, all claims for civil penalties arising under California Labor Code Sections 2698 et seq. based on the facts set forth in Plaintiff's August 10, 2023, LWDA Letter and Plaintiff's Action, and further includes all claims seeking civil penalties for (1) failure to provide rest periods, (2) failure to provide meal periods, (3) failure to pay overtime wages, (4) failure

to pay minimum wage, (5) failure to provide accurate itemized wage statements, (6) failure to pay waiting time penalties, and (7) failure to reimburse for business expenditures and losses, and further including all claims for civil penalties pursuant to California Labor Code Sections 201, 202, 203, 204, 210, 211, 226, 226.7, 510, 511, 512, 526(a), 558, 1118.12, 1174, 1193.6, 1194 et. seq., 1194, 1194.2, 1197, 1197.1, 1198, 2698 et seq., 2800, and 2802, California Code of Regulations 11040, as well as any applicable IWC Orders, arising during the PAGA Period.

This release applies to you, regardless of whether you cash your check, and regardless of whether this letter can be delivered to you. Aggrieved Employees have no right to object to this Court-approved settlement.

QUESTIONS?

If you have any questions, you can contact the settlement administrator (whose contact information is at the top of this letter) or Plaintiff's counsel, whose contact information is as follows:

Counsel for Plaintiff:

Christopher A. Adams, Esq.
Levon Shant Yepremian, Esq.
KJT Law Group, LLP
230 N. Maryland Avenue, Suite 306
Glendale, California 91206
(818) 507-8525

Very Truly Yours,

ADMINISTRATOR
[INSERT CONTACT INFORMATION]