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CONRAD EMPLOYER LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

ALICIA ESQUIVEL, individually, and on behalf
of all others similarly situated,

Plaintiff,

vs.

CONRAD EMPLOYER, LLC, a limited liability
company; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 23STCV27657

*[Assigned for All Purposes to the Hon. Theresa M.
Traber, Dept. 1]*

PAGA SETTLEMENT AGREEMENT

Action Filed: November 9, 2023

Trial Date: Not Set

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff ALICIA ESQUIVEL (“Plaintiff”) and defendant CONRAD EMPLOYER LLC (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. **DEFINITIONS.**

- 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendant captioned *Esquivel v. Conrad Employer, LLC*, initiated on November 9, 2023, and pending in the Superior Court of the State of California, County of Los Angeles, Case No. 23STCV27657.
- 1.2. “Administrator” means Phoenix Class Action Administration Solutions (“Phoenix”), the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of the Settlement.
- 1.4. “Approval Order” means the proposed Court Order granting approval of this Agreement and the Settlement.
- 1.5. “Court” means the Superior Court of California, County of Los Angeles.
- 1.6. “Defendant” means Conrad Employer LLC, the named defendant in the Action.
- 1.7. “Defense Counsel” means Jackson Lewis P.C., the attorneys representing Defendant in the Action.
- 1.8. “Effective Date” means the following: (a) the date the Court enters an Order approving this Agreement if the LWDA does not seek to intervene in the matter; or (b) sixty-five (65) calendar days after the date of entry of the Approval Order if any objection is asserted by the LWDA or the LWDA seeks to intervene in the matter but no appeal is filed; or (c) if a timely appeal is filed, ten (10) calendar days after the appeal is dismissed or rejected, the settlement is upheld, and the Court’s approval order is no longer subject to further judicial

review.

1.9. “Gross Settlement Amount” means \$420,000.00, 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, Plaintiff’s Enhancement Award, and the Administration Expenses Payment.

1.10. “Individual PAGA Payment” means each PAGA Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods the PAGA Employee worked during the PAGA Period.

1.11. “Judgment” means the judgment entered by the Court based upon the Approval Order.

1.12. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled to receive a portion of any civil penalties recovered under Labor Code section 2699(i).

1.13. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code § 2699(i).

1.14. “Net Settlement Amount” constitutes the amount available from the Gross Settlement Amount to distribute as PAGA Penalties. The Net Settlement Amount is equal to the Gross Settlement Amount less the following payments in the amounts approved by the Court: PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Plaintiff’s Enhancement Award, and the Administration Expenses Payment. The remainder – the Net Settlement Amount – is to be paid to the LWDA as the LWDA PAGA Payment and to the PAGA Employees as Individual PAGA Payments.

1.15. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).

1.16. “PAGA Approval Motion” means any motion filed with the Court that seeks approval of this Settlement.

1.17. “PAGA Counsel” means Moon Law Group, PC, the attorneys representing Plaintiff in the Action.

1.18. “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment”

mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

1.19. "PAGA Employee(s)" means all hourly paid non-exempt employees of Defendant who worked for Defendant in California at any time during the PAGA Period.

1.20. "PAGA Employee Data" means PAGA Employee-identifying information in Defendant's possession, including the PAGA Employee's name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.

1.21. "PAGA Employee Address Search" means the Administrator's investigation and search for current PAGA 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 PAGA Employees.

1.22. "PAGA Notice" means Plaintiff's original letter to Defendant and the LWDA providing notice pursuant to Labor Code § 2699.3(a). The PAGA Notice is attached here as **Exhibit A**.

1.23. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Net Settlement Amount, allocated 25% to the PAGA Employees and 75% to the LWDA in settlement of PAGA claims.

1.24. "PAGA Period" means the period from November 9, 2022, to February 1, 2026.

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

1.26. "Plaintiff" means Alicia Esquivel, the named plaintiff in the Action.

1.27. "Plaintiff's Enhancement Award" means the amount to be paid to Plaintiff, not to exceed \$5,000.00, in addition to Plaintiff's Individual PAGA Payment, in recognition of Plaintiff's efforts and risks in assisting with the prosecution of the Action.

1.28. "Released PAGA Claims" means the claims being released as described in Paragraph 5 below.

1.29. "Released Parties" means Defendant Conrad Employer LLC and its present and former parent companies, subsidiaries, divisions, related or affiliated companies, predecessors,

1 insurers, hotel ownership entities, shareholders, successors and assigns, and their current
2 and former officers, directors, employees, agents, and attorneys thereof, both individually
3 and in their business capacities, and their employee benefit plans and programs and the
4 trustees, administrators, fiduciaries and insurers of such plans and programs.

5 1.30. "Settlement" means the disposition of the Action effected by this Agreement and the
6 Judgment.

7
8 **2. RECITALS.**

9 2.1. On November 9, 2023, Plaintiff commenced this Action by filing a Complaint alleging
10 causes of action against Defendant for failure to pay minimum and straight time wages;
11 failure to pay overtime wages; failure to provide meal periods; failure to authorize and
12 permit rest periods; failure to indemnify necessary business expenses; failure to timely pay
13 final wages at termination; failure to provide accurate itemized wage statements; and unfair
14 business practices. On March 4, 2024, Plaintiff filed a First Amended Complaint ("FAC")
15 alleging an additional cause of action against Defendant for civil penalties under PAGA.
16 On April 5, 2024, Plaintiff dismissed Plaintiff's class and individual claims from the FAC.
17 The FAC as amended on April 5, 2024, is the operative complaint in the Action (the
18 "Operative Complaint.") Defendant denies the allegations in the Operative Complaint,
19 denies any failure to comply with the laws identified in in the Operative Complaint, and
20 denies any and all liability for the causes of action alleged.

21 2.2. Pursuant to Labor Code § 2699.3(a), Plaintiff gave timely written notice to Defendant and
22 the LWDA by sending the PAGA Notice.

23 2.3. On September 15, 2025, the Parties participated in an all-day mediation presided over by
24 Michael Dickstein, Esq. The Parties did not reach a settlement but agreed to a further half-
25 day mediation with Mr. Dickstein on November 3, 2025. The Parties were unable to reach
26 a settlement at the November 3, 2025 mediation but the Parties agreed to the Mediator's
27 Proposal on November 21, 2025, which led to this Agreement to settle the Action.

28 2.4. Prior to mediation, Plaintiff obtained, through informal discovery, a representative sample

of time and payroll data, policy documents, and the number of aggrieved employees and
PAGA Pay Periods at issue.

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 \$420,000.00 and no more as the Gross Settlement Amount.
Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline
stated in Paragraph 4.1 of this Agreement. The Administrator will disburse the entire Gross
Settlement Amount without asking or requiring PAGA 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 PAGA Approval:

3.2.1. **To PAGA Counsel:** A PAGA Counsel Fees Payment of not more than 33 1/3%,
which is currently estimated to be \$140,000.00 subject to the escalator clause, and
a PAGA Counsel Litigation Expenses Payment of not more than \$43,000.00. The
amounts paid as the PAGA Counsel Fees Payment and the PAGA Counsel
Litigation Expenses Payment are both subject to Court approval. Defendant will
not oppose requests for these payments provided that they do not exceed these
amounts. Plaintiff and/or PAGA Counsel will file an application or motion for
PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. 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 Fee Payment and/or
PAGA Counsel Litigation Expenses Payment. The Administrator will pay the
PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or

more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for any taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment. PAGA Counsel holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2. To Plaintiff as Enhancement Award: A payment not to exceed \$5,000.00, subject to Court approval, in addition to Plaintiff's Individual PAGA Payment, in recognition of Plaintiff's efforts and risks in assisting with the prosecution of the Action.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$20,000.00, except for a showing of good cause and as approved by the Court. Phoenix was selected by the Parties.

3.2.4. To the LWDA and PAGA Employees: PAGA Penalties in the estimated amount of at least \$212,000.00 to be paid from the Gross Settlement Amount, with 75% (estimated to be at least \$159,000.00) allocated to the LWDA PAGA Payment and 25% (estimated to be at least \$53,000.00) allocated to the Individual PAGA Payments.

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

3.2.4.2. To the extent required by law, Individual PAGA Payments will be reported for tax purposes using IRS form 1099. Tax forms, if required, will be issued by the Administrator.

1 **4. SETTLEMENT FUNDING AND PAYMENTS.**

2 4.1. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement
3 Amount by transmitting the funds to the Administrator no later than 30 calendar days
4 after the Effective Date.

5 4.2. Payments from the Gross Settlement Amount. Within fourteen (14) calendar days after
6 Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all
7 Individual PAGA Payments, the LWDA PAGA Payment, Plaintiff's Enhancement Award,
8 the Administration Expenses Payment, the PAGA Counsel Fee Payment, and the PAGA
9 Counsel Litigation Expenses Payment. Disbursement of the PAGA Counsel Fee Payment
10 and the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of
11 Individual PAGA Payments.

12 4.2.1. The Administrator will issue checks for the Individual PAGA Payments and send
13 them to the PAGA Employees via First Class U.S. Mail, postage prepaid. The
14 face of each check shall prominently state the date (not less than 180 calendar days
15 after the date of mailing) when the check will be voided. The Administrator will
16 cancel all checks not cashed by the void date. Before mailing any checks, the
17 Settlement Administrator must update the recipients' mailing addresses using the
18 National Change of Address Database. Included with each check will be a Notice
19 of Settlement Payment describing the nature of the Individual PAGA Payment. A
20 copy of that letter is attached hereto as **Exhibit B**. The letter may be modified as
21 directed by the Court without requiring any amendment of this Settlement, and the
22 original Exhibit B shall be removed and replaced with any revised version of the
23 letter.

24 4.2.2. The Administrator must conduct a PAGA Employee Address Search for all PAGA
25 Employees whose checks are returned undelivered without USPS forwarding
26 address. Within seven (7) calendar days of receiving a returned check the
27 Administrator must re-mail checks to the USPS forwarding address provided or to
28 an address ascertained through the PAGA Employee Address Search. The

1 Administrator need not take further steps to deliver checks to PAGA Employees
2 whose re-mailed checks are returned as undelivered. The Administrator shall
3 promptly send a replacement check to any PAGA Employee whose original check
4 was lost or misplaced, requested by the PAGA Employee prior to the void date.

5 4.2.3. For any PAGA Employee whose Individual PAGA Payment check is uncashed
6 and cancelled after the void date, the Administrator shall transmit the funds
7 represented by such checks to the California Controller's Unclaimed Property Fund
8 in the name of the PAGA Employee who did not cash the check.

9 4.2.4. The payment of Individual PAGA Payments shall not obligate Defendant to confer
10 any additional benefits or make any additional payments to the PAGA Employees
11 (such as 401(k) contributions or bonuses) beyond those specified in this
12 Agreement.

13
14 **5. RELEASES OF CLAIMS.**

15 Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiff,
16 the PAGA Employees, and PAGA Counsel shall be deemed to have released claims against all Released
17 Parties as follows:

18 5.1. Release by Plaintiff, on behalf of Plaintiff and the State of California: Plaintiff, on behalf
19 of Plaintiff and the State of California, releases all claims arising under PAGA that were
20 described in Plaintiff's PAGA Notice, to the extent alleged in the Operative Complaint,
21 including but not limited to claims for civil penalties under California Labor Code §§ 201,
22 202, 203, 204 et seq., 221, 225.5, 226, 226.7, 510, 512, 1174, 1174.5, 1194, 1194.2, 1195,
23 1197, 1198, and 2802, and the applicable Industrial Welfare Commission Wage
24 Order(s). The PAGA Notice is attached here as **Exhibit A**.

25 5.2. Release by PAGA Employees. In exchange for the consideration set forth in this
26 Agreement, the PAGA Employees release all claims arising under PAGA that were
27 described in Plaintiff's PAGA Notice, to the extent alleged in the Operative Complaint,
28 including but not limited to claims for civil penalties under California Labor Code §§ 201,

202, 203, 204 et seq., 221, 225.5, 226, 226.7, 510, 512, 1174, 1174.5, 1194, 1194.2, 1195, 1197, 1198, and 2802, and the applicable Industrial Welfare Commission Wage Order(s).

5.3. Release of Additional Fees and Expenses by PAGA Counsel: Other than those fees and expenses awarded by the Court pursuant to this Settlement, PAGA Counsel release, on behalf of itself and its present and former attorneys, employees, agents, successors and assigns, the Released Parties from all claims for attorney fees and expenses incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA Notice. PAGA Counsel will receive only those fees and expenses awarded by the Court pursuant to this Settlement.

5.4. In addition to the Release above, Plaintiff will execute a separate general release as to all Released Parties, including a waiver of California Civil Code Section 1542.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.

Plaintiff shall file a PAGA Approval Motion.

6.1. Responsibilities of PAGA Counsel.

6.1.1. Drafting of the PAGA Approval Motion. PAGA Counsel will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of the Settlement under Labor Code Section 2699, subd. (f)(2) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of PAGA Employee Data; 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 PAGA Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel attesting to its timely transmission to the LWDA of all necessary PAGA documents; and (iv) all facts relevant to any actual or potential conflict of

interest with PAGA Employees and/or the Administrator.

6.1.2. Filing the PAGA Approval Motion. PAGA Counsel is responsible for expeditiously finalizing and filing the application or motion for approval of the Settlement no later than sixty (60) calendar days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel shall provide Defense Counsel with a draft of the motion for approval of this Settlement for review and comment at least five (5) business days before filing.

6.1.3. Notice of Settlement to LWDA. In connection with the motion for Settlement approval, PAGA Counsel shall submit this Agreement to the LWDA pursuant to California Labor Code section 2699(1)(2). PAGA Counsel shall within ten (10) days after the entry of the Judgment or Approval Order, submit the Approval Order to the LWDA pursuant to California Labor Code section 2699(1)(3).

6.1.4. Delivery of the Approval Order to the Administrator. PAGA Counsel is responsible for delivering the Approval Order to the Administrator.

6.2. Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or 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, and in good faith, to resolve the disagreement. If the Court does not grant the PAGA Approval Motion 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, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

7.1. Selection of Administrator. The Parties have jointly selected Phoenix to serve as the Administrator and verified that, as a condition of appointment, Phoenix agrees to be bound

1 by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in
2 exchange for payment of administration expenses. The Parties and their Counsel represent
3 that they have no interest or relationship, financial or otherwise, with the Administrator
4 other than a professional relationship arising out of prior experiences administering
5 settlements.

6 7.2. Employer Identification Number. The Administrator shall have and use its own Employer
7 Identification Number for purposes of calculating payroll tax withholdings and providing
8 reports to state and federal tax authorities.

9 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets
10 the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation §
11 468B-1.

12 7.4. PAGA Employee Data. Within twenty-one (21) calendar days after the Effective Date,
13 Defendant will deliver the PAGA Employee Data to the Administrator in the form of a
14 Microsoft Excel spreadsheet. To protect PAGA Employee’ privacy rights, the
15 Administrator must maintain the PAGA Employee Data in confidence, use the PAGA
16 Employee Data only for purposes of this Settlement and for no other purpose, and restrict
17 access to the PAGA Employee Data to Administrator employees who need access to the
18 PAGA Employee Data to effect and perform under this Agreement. The Administrator
19 shall not disclose PAGA Employee Data to PAGA Counsel. Defendant has a continuing
20 duty to immediately notify PAGA Counsel and the Administrator if it discovers that the
21 PAGA Employee Data omitted employee identifying information and to provide corrected
22 or updated PAGA Employee Data to the Administrator as soon as reasonably feasible.
23 Without any extension of the deadline by which Defendant must send the PAGA
24 Employee Data to the Administrator, the Parties and their counsel will expeditiously use
25 best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing
26 or omitted PAGA Employee Data.

27 7.5. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be
28 performed or observed by the Administrator contained in this Agreement or otherwise.

1
2 **8. AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE**

3 Based on its records, Defendant estimates that, as of the date of this Agreement, there were 597
4 PAGA Employees who worked 24,500 Pay Periods during the PAGA Period. If the number of Pay
5 Periods during the PAGA Period worked by PAGA Employees exceeds 24,500 by more than 10% (*i.e.*, if
6 the Pay Periods exceed the estimate by more than 2,450 Pay Periods), then Defendant shall have two
7 options.

8 8.1. Option One: Increase the Gross Settlement Amount. Defendant may elect to increase
9 the Gross Settlement Amount proportionally by the Pay Periods in excess of 26,950 Pay
10 Periods (for example, if the Pay Periods are 11% higher than the estimate of 24,500,
11 then the Gross Settlement Amount will increase by 1%).

12 8.2. Option Two: Truncate the PAGA Period. Defendant may elect to shorten the PAGA
13 Period so that the Pay Periods in the PAGA Period do not exceed 26,950 Pay Periods.

14 8.3. Deadline to Confirm Pay Period Count and Make Any Election Regarding Options.
15 Defendant must confirm the actual Pay Period count within fourteen (14) calendar days
16 after the Effective Date. In the event that the number of Pay Periods exceeds 26,950 Pay
17 Periods, Defendant must specify within fourteen (14) calendar days after the Effective
18 Date whether the Gross Settlement Amount will be increased proportionally by the Pay
19 Periods in excess of 26,950 Pay Periods (Option One) or the PAGA Period will be
20 truncated to an end date when Pay Periods were equal to or less than 26,950 (Option Two).
21

22 **9. CONTINUING JURISDICTION AND WAIVER OF RIGHT TO APPEAL.**

23 9.1. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the
24 Court will retain jurisdiction over the Parties, Action, and the Settlement solely for
25 purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing Settlement
26 administration matters, and (iii) addressing such post-Judgment matters as are permitted by
27 law.

28 9.2. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid, the

1 Court shall first attempt to construe the provisions valid to the fullest extent possible
2 consistent with applicable precedents so as to declare all provisions of this Agreement
3 valid and enforceable.

4 9.3. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
5 conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and
6 PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel waive
7 all rights to appeal from the Judgment, including all rights to post-judgment and appellate
8 proceedings, the right to file motions to vacate judgment, motions for new trial,
9 extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the
10 right to oppose such motions, writs or appeals. If another party appeals the Judgment, the
11 Parties' obligations to perform under this Agreement will be suspended until such time as
12 the appeal is finally resolved and the Judgment becomes final, except as to matters that do
13 not affect the amount of the Net Settlement Amount.

14
15 **10. ADDITIONAL PROVISIONS.**

16 10.1. No Admission of Liability or Representative Manageability for Other Purposes. This
17 Agreement represents a compromise and settlement of highly disputed claims. Nothing in
18 this Agreement is intended or should be construed as an admission by Defendant that any
19 of the allegations in the Operative Complaint have merit or that Defendant has any liability
20 for any claims asserted; nor should it be intended or construed as an admission by Plaintiff
21 that Defendant's defenses in the Action have merit. The Parties agree that representative
22 treatment is for purposes of this Settlement only. If, for any reason the Court does not
23 approve this Settlement, Defendant reserves all available defenses to the claims in the
24 Action, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement,
25 this Agreement and Parties' willingness to settle the Action will have no bearing on, and
26 will not be admissible in connection with, any litigation (except for proceedings to enforce
27 or effectuate the Settlement and this Agreement).

28 10.2. Limited Disclosure: Plaintiff and PAGA Counsel will not make any public disclosure of

1 the settlement or the terms of this Agreement until after entry of the Approval Order.
2 PAGA Counsel will take all steps necessary to ensure Plaintiff is aware of and will
3 encourage Plaintiff to adhere to, the restriction against any public disclosure of the
4 Settlement the contents of this Agreement and exhibits thereto until after entry of the
5 Approval Order. Following entry of the Approval Order, Plaintiff and PAGA Counsel will
6 not have any communications with the media other than to direct the media to the public
7 records of the actions on file with the Court. PAGA Counsel will take all steps necessary to
8 ensure Plaintiff is aware of, and will encourage Plaintiff to adhere to, the restriction against
9 any media comment on the settlement and its terms. PAGA Counsel further agree to not
10 use the Settlement of this Action or any of its terms for any marketing purposes. Nothing
11 herein will restrict (i) Plaintiff from discussing this Settlement with Plaintiff's spouse,
12 attorneys, or tax advisors; (ii) PAGA Counsel from citing the Settlement or including
13 publicly available information regarding this Settlement in future judicial submissions
14 regarding PAGA Counsel's qualifications and experience in public court filings; or (iii)
15 PAGA Counsel from communicating with Plaintiff in this case, or discussions with the
16 LWDA, or with the Court in which this action is pending. Further, the Parties understand
17 and agree that PAGA Counsel may disclose this Settlement if ordered to do so by the
18 Court.

19 10.3. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
20 together with its attached exhibits shall constitute the entire agreement between the Parties
21 relating to the Settlement, superseding any and all oral representations, warranties,
22 covenants, or inducements made to or by any Party.

23 10.4. Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and
24 represent that they are authorized by Plaintiff and Defendant, respectively, to take all
25 appropriate action required or permitted to be taken by such Parties pursuant to this
26 Agreement to effectuate its terms, and to execute any other documents reasonably required
27 to effectuate the terms of this Agreement including any amendments to this Agreement.

28 10.5. Cooperation. The Parties and their counsel will cooperate with each other and use their

best efforts, in good faith, to implement the Settlement by, among other things, modifying this 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 a mediator and/or the Court for resolution.

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

10.7. No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant nor Defense Counsel are 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 CFR Part 10, as amended) or otherwise.

10.8. 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, and approved by the Court, except where this Agreement expressly permits modifications to **Exhibit B** without further amendment of this Agreement.

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

10.10. 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.

10.11. 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.

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

1 survive the execution of this Agreement.

2 10.13. Use and Return of PAGA Employee Data. Information provided to PAGA Counsel
3 pursuant to Evidence Code § 1152, and all copies and summaries of the PAGA Data
4 provided to PAGA Counsel by Defendant in connection with the mediation, other
5 settlement negotiations, or in connection with the Settlement, may be used only with
6 respect to this Settlement, and no other purpose, and may not be used in any way that
7 violates any existing contractual agreement, statute, or rule of court. Not later than ninety
8 (90) calendar days after the Administrator discharges its obligation to pay out of all
9 Settlement funds, Plaintiff shall destroy all paper and electronic versions of PAGA
10 Employee Data received from Defendant, if any, unless, prior to the Administrator's
11 payment of all Settlement Funds, Defendant makes a written request to PAGA Counsel for
12 the return, rather than the destructions, of PAGA Employee Data.

13 10.14. Headings. The descriptive heading of any section or paragraph of this Agreement is
14 inserted for convenience of reference only and does not constitute a part of this
15 Agreement.

16 10.15. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be
17 to calendar days. In the event any date or deadline set forth in this Agreement falls on a
18 weekend or federal legal holiday, such date or deadline shall be on the first business day
19 thereafter.

20 10.16. Notice. All notices, demands or other communications between the Parties in connection
21 with this Agreement will be in writing and deemed to have been duly given as of the third
22 business day after mailing by United States mail, or the day sent by email or messenger,
23 addressed as follows:

24 To Plaintiff:

25 Kane Moon, Esq.
26 H. Scott Leviant, Esq.
27 Jaeyoung Lee, Esq.
28 **MOON LAW GROUP, PC**
725 South Figueroa St., 31st Floor
Los Angeles, California 90017
Telephone: (213) 232-3128

Facsimile: (213) 232-3125
E-mail: kmoon@moonlawgroup.com
E-mail: hsleviant@moonlawgroup.com
E-mail: jlee@moonlawgroup.com

To Defendant:

Connie L. Chen, Esq.
JACKSON LEWIS PC
725 South Figueroa Street, Suite 2800
Los Angeles, CA 90017
Telephone: (213) 689-0404
Facsimile: (213) 689-0430
Email: Connie.Chen@jacksonlewis.com

10.17. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), 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.

10.18. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure § 583.330 to extend the date to bring a case to trial under Code of Civil Procedure § 583.310 for the entire period of this settlement process.

[Signature Page Follows]

Plaintiff & PAGA Representative: PLAINTIFF, ALICIA ESQUIVEL

Dated: _____

By: _____
Alicia Esquivel

Defendant: DEFENDANT, CONRAD EMPLOYER LLC

Dated: _____

By: _____
Print Name

Signature

Title

PAGA Counsel: MOON LAW GROUP, PC

Dated: _____

By: _____
Kane Moon
H. Scott Leviant
Jaeyoung Lee
Attorneys for Plaintiff, Alicia Esquivel

Defendant's Counsel: JACKSON LEWIS P.C.

Dated: _____

By: _____
Connie L. Chen

Attorneys for Defendant, Conrad Employer LLC