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Attorneys for Defendant
UNIVERSAL WASTE SYSTEMS, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES – SPRING STREET

JUAN CARLOS RIVAS, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

UNIVERSAL WASTE SYSTEMS, INC., a
California corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: 23STCV31074

[Hon. Stuart M. Rice, Dept. 1]

PAGA SETTLEMENT AGREEMENT

Complaint filed: December 20, 2023
Trial date: Not set

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Juan Carlos Rivas (“Plaintiff”) and defendant Universal Waste Systems, Inc. (“UWS” or “Defendant”). The Agreement refers to Plaintiff and UWS collectively as “Parties,” or individually as “Party.”

1. **DEFINITIONS.**

1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against UWS captioned *Rivas v. Universal Waste Systems, Inc.* initiated on December 20, 2023 and pending in Superior Court of the State of California, County of Los Angeles.

1.2. “Administrator” means ILYM Group, Inc., 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. “Aggrieved Employee” means a person employed by Defendant in California and classified as an hourly-paid, non-exempt employee who worked for UWS during the PAGA Period.

1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in UWS’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. “Court” means the Superior Court of California, County of Los Angeles.

1.8. “Defense Counsel” means Shiva Shirazi Davoudian, Alexandra Bernstein, and Jamar D. Davis of Littler Mendelson, PC.

- 1.9. “Effective Date” means the date by when both of the following have occurred: (a) notice of this Settlement has been sent to the LWDA; (b) the Court enters a Judgment on its Order Approving the PAGA Settlement; and (c) the later of the following events: (i) five (5) court days after the period for filing any appeal, writ, or other appellate proceeding opposing the Order Approving PAGA Settlement has elapsed without any appeal, writ, or other appellate proceeding having been filed (i.e., 65 days from the date the Court enters Order Approving the PAGA Settlement); or (ii) if any appeal, writ, or other appellate proceeding opposing the Order Approving the PAGA Settlement has been filed within that timeframe, then five (5) court days after any appeal, writ, or other appellate proceedings opposing the Settlement has finally and conclusively dismissed with no right to pursue further remedies or relief.
- 1.10. “Gross Settlement Amount” means \$382,500 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, and the Administrator’s Expenses Payment.
- 1.11. “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.
- 1.12. “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.13. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.14. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.15. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees

as Individual PAGA Payments.

1.16. “PAGA Counsel” means Kane Moon, Allen Feghali, Hyunjin Kim of Moon Law Group, PC, the attorneys representing Plaintiff in the Action.

1.17. “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.

1.18. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for UWS for at least one day during the PAGA Period.

1.19. “PAGA Period” means the period from December 16, 2022 to November 24, 2024.

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

1.21. “PAGA Notice” means Plaintiff’s December 16, 2023 letter to UWS and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a).

1.22. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$55,625) and the 75% to LWDA (\$166,875) in settlement of PAGA claims.

1.23. “Plaintiff” means Juan Carlos Rivas, the named plaintiff in the Action.

1.24. “Approval Order” means the proposed Court Order Granting Approval of PAGA Settlement.

1.25. “Released PAGA Claims” means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5 below.

1.26. “Released Parties” means: UWS and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

1.27. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

1.28. “UWS” means named Defendant Universal Waste Systems, Inc.

1 **2. RECITALS.**

2 2.1. On December 20, 2023, Plaintiff commenced this Action by filing a Complaint alleging
3 causes of action against UWS for: (1) Failure to Pay Minimum Wages; (2) Failure to Pay
4 Overtime Compensation; (3) Failure to Provide Meal Periods; (4) Failure to Authorize and
5 Permit Rest Breaks; (5) Failure to Indemnify Necessary Business Expenses; (6) Failure to
6 Timely Pay Final Wages at Termination; (7) Failure to Provide Accurate Itemized Wage
7 Statements; and (8) Unfair Business Practices. On February 23, 2024, Plaintiff filed a First
8 Amended Complaint which adds a ninth cause of action against the UWS under the Private
9 Attorneys General Act of 2004 (“PAGA”). On April 2, 2024, the Court entered an Order
10 granting Plaintiff’s Request for Dismissal of Class Allegations without Prejudice, thereby
11 dismissing the first through eighth causes of action in Plaintiff’s First Amended Complaint
12 and leaving a single cause of action pursuant to PAGA (“Order re FAC”). The First
13 Amended Complaint, subject to the Order re FAC, is the operative complaint in the Action
14 (the “Operative Complaint.”) UWS denies the allegations in the Operative Complaint, denies
15 any failure to comply with the laws identified in in the Operative Complaint, and denies any
16 and all liability for the causes of action alleged.

17 2.2. Pursuant to Labor Code section 2699.3(a), Plaintiff gave timely written notice to UWS and
18 the LWDA by sending the PAGA Notice.

19 2.3. On October 9, 2024, the Parties participated in an all-day mediation presided over by Lisa
20 Klerman, Esq. which led to this Agreement to settle the Action.

21 2.4. Prior to mediation, Plaintiff obtained, through informal discovery, policy documents
22 regarding UWS’ wage and hour policy, employee handbooks, schedules, and a sample of
23 the employees’ time and pay records.

24 2.5. The Parties, PAGA Counsel, and Defense Counsel represent that they are not aware of any
25 other pending matter or action asserting claims that will be extinguished or affected by the
26 Settlement.

1 **3. MONETARY TERMS.**

2 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, UWS
3 promises to pay \$382,500 and no more as the Gross Settlement Amount. UWS has no
4 obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3
5 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount
6 without asking or requiring Aggrieved Employees to submit any claim as a condition of
7 payment. None of the Gross Settlement Amount will revert to UWS.

8 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the
9 following payments from the Gross Settlement Amount, in the amounts specified by the
10 Court in the Final Approval:

11 3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third,
12 which is currently estimated to be \$127,500 and a PAGA Counsel Litigation
13 Expenses Payment of not more than \$25,000. UWS will not oppose requests for
14 Court approval of these payments provided that do not exceed these amounts.
15 Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel
16 Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a
17 PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses
18 Payment less than the amounts requested, the Administrator will allocate the
19 remainder to the Net Settlement Amount. Released Parties shall have no liability to
20 PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any
21 portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation
22 Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment
23 and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA
24 Counsel assumes full responsibility and liability for taxes owed on the PAGA
25 Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and
26 holds UWS harmless, and indemnifies UWS, from any dispute or controversy
27 regarding any division or sharing of any of these Payments.
28

3.2.2. To the Administrator: An Administrator Expenses Payment not to exceed \$7,500 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 \$7,500, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.3. To the LWDA and Aggrieved Employees: PAGA Penalties to be paid from the Gross 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 the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, UWS estimated that as September 15, 2024, there were 531 Aggrieved Employees who worked a total 31,258 of PAGA Pay Periods.

4.2. Aggrieved Employee Data. Within 15 days of the Effective Date, UWS will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. 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. UWS has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which UWS must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3. Funding of Gross Settlement Amount. UWS shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 14 days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within 14 days after UWS funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Litigation Expenses Payment, and PAGA Counsel Fees Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

4.4.1. 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.

4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 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-

1 mailed checks are returned as undelivered. The Administrator shall promptly send a
2 replacement check to any Aggrieved Employee whose original check was lost or
3 misplaced, requested by the Aggrieved Employee prior to the void date.

4 4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed
5 and cancelled after the void date, the Administrator shall transmit the funds
6 represented by such checks to the California Controller's Unclaimed Property Fund
7 in the name of the Aggrieved Employee.

8 4.4.4. The payment of Individual PAGA Payments shall not obligate UWS to confer any
9 additional benefits or make any additional payments to the Aggrieved Employees
10 (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

11 **5. RELEASES OF CLAIMS.** Effective on the date when UWS fully funds the entire Gross
12 Settlement Amount, Plaintiff and PAGA Counsel, on behalf of the State of California, the LWDA
13 and the Aggrieved Employees, will release claims against all Released Parties as follows:

14 5.1. Plaintiff's Release:

15 Plaintiff shall separately execute a general release of all claims (the "Individual Settlement
16 Agreement").

17 5.2. Release by Aggrieved Employees:

18 Plaintiff, individually and as the representative acting as a proxy or agent of the LWDA, a
19 State of California Executive Branch Agency, and all Aggrieved Employees, are deemed to
20 release, on behalf of themselves and their respective former and present representatives,
21 agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from
22 all claims for PAGA penalties during the PAGA Period, that were alleged, or reasonably
23 could have been alleged, based on the facts stated in the Operative Complaint and the PAGA
24 Notice for alleged: Failure to pay wages (including minimum, regular, overtime, double
25 time, paid sick leave, reporting time wages); Failure to provide meal periods; Failure to
26 authorize and permit rest breaks; Failure to indemnify necessary business expenses; Failure
27 to timely pay wages at termination; Failure to provide accurate itemized wage statements,
28 including without limitation, alleged violation of the California Labor Code sections 201,

202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 227.3, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2699, and 2802, and applicable IWC Wage Orders. The express purpose of this Agreement and the Judgment to be entered by the Court following approval of this settlement is to forever bar Plaintiff, the LWDA, and any other individual or entity acting on behalf of or purporting to act on behalf of the LWDA (including all Aggrieved Employees) from asserting any of the Released PAGA Claims in any future litigation. It is the intent of the Parties that, to the greatest extent provided by law, including under the holding of *Arias v. Superior Court*, 46 Cal. 4th 969, 986 (2009), the ability of Plaintiff, the State of California or any Aggrieved Employee to bring a PAGA claim on behalf of the LWDA based on the Released PAGA Claims for the PAGA Period is completely and forever foreclosed. All Aggrieved Employees are to be bound by this Settlement upon its approval by the Court, regardless of whether he or she negotiates (i.e. cashes or deposits) his or her Individual PAGA Payment.

5.3. Release by PAGA Counsel:

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

6. **MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.** The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

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

1 LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA
2 Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting
3 to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of
4 violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section
5 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (iv) a redlined
6 version of the parties' Agreement showing all modifications made to the Model Agreement
7 ready for filing with the Court; and (v) all facts relevant to any actual or potential conflict of
8 interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiff
9 and PAGA shall aver that they are not aware of any other pending matter or action asserting
10 claims that will be extinguished or adversely affected by the Settlement.

11 6.2. Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly
12 responsible for expeditiously finalizing and filing the application or motion for approval of
13 this Settlement no later than 30 days after the full execution of this Agreement and, if
14 necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate
15 in favor of the motion. PAGA Counsel is responsible for delivering the Court's Preliminary
16 Approval to the Administrator.

17 6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or
18 motion for approval of this Settlement and/or the supporting declarations and documents,
19 PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the
20 Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement.
21 If the Court does not grant the motion for approval of this Settlement or conditions its
22 approval on any material change to this Agreement, PAGA Counsel and Defense Counsel
23 will expeditiously work together on behalf of the Parties by meeting in person or by
24 telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's
25 concerns.

26 **7. SETTLEMENT ADMINISTRATION.**

27 7.1. Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as
28 the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. agrees

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

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

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

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

8. **AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE:** The GSA was calculated with, and is premised on, the understanding that from December 16, 2022 through September 15, 2024, there are approximately 531 PAGA Aggrieved Employees and 31,258 PAGA Pay Periods. If the number of PAGA Pay Periods being released by this Agreement increases by more than ten percent (10%), UWS will increase the GSA by the percentage that the actual number of Pay Periods exceeds 10% of the original estimate (i.e., if the total number of Pay Periods is 12% above the original estimate, the GSA will increase by 2%).

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.

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 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.

10. ADDITIONAL PROVISIONS.

10.1. No Admission of Liability or Representative Manageability for Other Purposes. 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 UWS that any of the allegations in the Operative Complaint have merit or that UWS has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that UWS'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, UWS reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest UWS'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. Res Judicata. The Released Parties shall have the right to file this Settlement, the Court's Approval Order and Judgment, and any other documents or evidence relating to this Settlement in any action that may be brought against them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good-faith settlement, judgment bar, reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

10.3. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits 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.

10.4. Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and UWS, 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.

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 the Settlement 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 and 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, UWS, 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.

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

1 regard to conflict of law principles.

2 10.11. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this
3 Agreement. This Agreement will not be construed against any Party on the basis that the
4 Party was the drafter or participated in the drafting.

5 10.12. Confidentiality. To the extent permitted by law, all agreements made, and orders entered
6 during Action and in this Agreement relating to the confidentiality of information shall
7 survive the execution of this Agreement.

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

18 10.14. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted
19 for convenience of reference only and does not constitute a part of this Agreement.

20 10.15. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be
21 to calendar days. In the event any date or deadline set forth in this Agreement falls on a
22 weekend or federal legal holiday, such date or deadline shall be on the first business day
23 thereafter.

24 10.16. Notice. All notices, demands or other communications between the Parties in connection
25 with this Agreement will be in writing and deemed to have been duly given as of the third
26 business day after mailing by United States mail, or the day sent by email or messenger,
27 addressed as follows:
28

To Plaintiff:

Kane Moon (SBN 249834)
E-mail: kmoon@moonlawgroup.com
Allen Feghali (SBN 301080)
E-mail: afeghali@moonlawgroup.com
Hyunjin Kim (SBN 345518)
E-mail: hkim@moonlawgroup.com
MOON LAW GROUP, PC
725 S. Figueroa St., Ste 3100
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125

To UWS:

Shiva Shirazi Davoudian, Bar No. 232771
Alexandra Bernstein, Bar No. 327492
Jamar D. Davis, Bar No. 340949
LITTLER MENDELSON, P.C.
2049 Century Park East, 5th Floor
Los Angeles, California 90067.3107
Telephone: (310) 553-0308
Facsimile: (310) 553-5583

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 CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

Plaintiff:

Dated: 6/6/2025

Signed by:
By: Juan Carlos Rivas
207E45949A173AA
Juan Carlos Rivas

Plaintiff's Counsel:

Dated: June 6, 2025

MOON LAW GROUP PC
By: [Signature]
Allen Feghali
Attorney for Plaintiff

Defendant:

Dated:

Universal Waste Systems, Inc.

By: Matthew Blackburn
Print Name
[Signature]
Signature
Vice President
Title

Defendant's Counsel:

Dated:

LITTLER MENDELSON, PC
By: Shiva Shirazi Davoudian
Shiva Shirazi Davoudian
Attorney for Defendant

EXHIBIT A

SETTLEMENT ADMINISTRATOR LETTERHEAD

Mailing Date

NOTICE OF SETTLEMENT

Juan Carlos Rivas v. Universal Waste Systems, Inc.
Los Angeles County Superior Court
Case No. 23STCV31074

Name

Address

Dear NAME:

You are receiving the enclosed check in settlement of a lawsuit entitled *Juan Carlos Rivas v. Universal Waste Systems, Inc.*, Superior Court of California, County of Los Angeles, Case Number 23STCV31074. In that lawsuit, Juan Rivas (“Plaintiff”) pursued various claims against Universal Waste Systems, Inc. (the “Defendant”) under Labor Code § 2699 *et seq.*, the California Private Attorneys General Act (“PAGA”) on behalf of employees of Defendant from December 16, 2022 to November 24, 2024.. Defendant denied and continues to deny all of the allegations and liability for any claims in this case.

The enclosed check for \$ [REDACTED] is your share of the settlement. Your settlement amount represents penalties and will be reported on an IRS Form 1099. Your check is valid for 180 days from the date of mailing. Funds attributable to any uncashed check will be sent to the California Controller's Unclaimed Property Fund in the your name.

The Released PAGA Claims include any and all claims and theories of liability under the California Private Attorneys General Act of 2004 that were or could have been alleged in the Action based on the facts or claims alleged in any version of the complaint or enumerated in the letter sent by Plaintiff to the Labor and Workforce Development Agency (“LWDA”) irrespective of the underlying theory of recovery supporting the claim for PAGA penalties. The released claims include, but are not limited to, the following alleged violations: Failure to pay wages (including minimum, regular, overtime, double time, paid sick leave, reporting time wages); Failure to provide meal periods; Failure to authorize and permit rest breaks; Failure to indemnify necessary business expenses; Failure to timely pay wages at termination; Failure to provide accurate itemized wage statements, including without limitation, alleged violation of the California Labor Code sections 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 227.3, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2699, and 2802, and applicable IWC Wage Orders.