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11 **SUPERIOR COURT OF CALIFORNIA**

12 **FOR THE COUNTY OF YOLO**

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14
15 JULIE NISHIMOTO, individually land as an
16 aggrieved employee pursuant to the Private
Attorneys General Act (PAGA),

17 Plaintiff,

18 vs.
19

20 CP CAPITAL GROUP, INC., DOES 1 to 20,
inclusive.

21 Defendants.
22

Case No. CV2024-1152

**JOINT STIPULATION OF PAGA
SETTLEMENT AND RELEASE**

Action Filed: September 6, 2023

Trial Date: None Set

1
2 This Joint Stipulation of PAGA Settlement and Release (hereinafter “Stipulation of
3 Settlement”) is made and entered into by and between Julie Nishimoto (“Plaintiff” or “PAGA
4 Representative”), individually and on behalf of herself, the State of California and all other allegedly
5 similarly aggrieved employees (“PAGA Members”), on the one hand, and CP CAPITAL GROUP,
6 INC. (“Defendant”), on the other.

7 This Stipulation of Settlement shall be binding on Plaintiff, the State of California, and those
8 persons Plaintiff represents as PAGA Members as provided herein, and on Defendant and its present
9 and former parents, affiliated or related companies, shareholders, officers, directors, employees,
10 agents, attorneys, insurers, successors and assigns, and any individual or entity which could be
11 jointly liable with Defendant, and its respective counsel, subject to the terms and conditions hereof
12 and the Court’s approval.

13 **THE PARTIES STIPULATE AND AGREE** as follows:

14 1. Plaintiff and Defendant are collectively referred to herein as “the Parties.”

15 2. On February 15, 2024, Plaintiff filed a PAGA Notice with the LWDA, alleging
16 various violations of the Labor Code by Defendant. On May 8, 2024, Plaintiff filed her Complaint
17 in this Court, alleging causes of action for Defendant’s alleged failure to pay minimum wages
18 earned, failure to provide compliant wage statements, failure to pay overtime wages, waiting time
19 penalties, and for penalties under the Private Attorneys General Act (“PAGA”). Plaintiff’s
20 Complaint seeks to recover damages, including, but not limited to, PAGA civil penalties, interest
21 including pre- and post-judgment, injunctive relief, and attorneys’ fees and costs.

22 3. Defendant denies all material claims and allegations and asserts numerous
23 affirmative defenses.

24 4. Through arms-length, serious negotiations the Parties have reached a settlement of
25 Plaintiff’s claims brought in the Lawsuit (“Settlement”) after the exchange of information to allow
26 the parties to evaluate the merits of Plaintiff’s claims and the merits of Defendant’s defenses to those
27 claims. The negotiation between the parties was adversarial and contentious, while remaining
28 professional. These negotiations allowed the Parties to reach a final resolution as to Plaintiff’s

1 claims under the PAGA, which will be submitted to the LWDA and to the above captioned Court
2 for approval, pursuant to Labor Code section 2699(1)(2). The Parties now enter into this detailed,
3 formalized Stipulation of Settlement with respect to the Plaintiff's PAGA claims, subject to the
4 Court's approval of the Settlement. Plaintiff's individual claims have also been settled by the
5 parties, under a separate confidential written settlement agreement.

6 5. For purposes of this Settlement, the "PAGA Members" shall all consist of all
7 nonexempt employees employed by Defendant in California at any time between February 15, 2023,
8 through the Court's approval of this settlement ("PAGA Period"). Defendant has represented that
9 there are approximately 69 PAGA Group members, who worked approximately 1802 pay periods
10 in the PAGA Period.

11 6. Defendant specifically and generally denies any liability or wrongdoing of any kind
12 whatsoever associated with the claims and allegations alleged in Plaintiff's Complaint and LWDA
13 Notice Letter. Defendant makes no concessions or admissions of liability of any sort, and contends
14 that for any purpose other than settlement, the PAGA Action is not manageable or appropriate for
15 representative treatment. Defendant asserts a number of defenses to the claims, and has denied any
16 wrongdoing or liability arising out of any of the alleged facts or conduct in the PAGA Action.
17 Neither this Agreement, nor any document referred to or contemplated herein, nor any action taken
18 to carry out this Agreement, is or may be construed as, or may be used as an admission, concession,
19 or indication by or against Defendant or any of the Released Parties (defined below) of any fault,
20 wrongdoing, or liability whatsoever. Nor should the Agreement be construed as any admission or
21 determination by any court as to the merits of the claims asserted in the PAGA action. Defendant
22 recognizes that the defense of this litigation will be time-consuming and require a significant
23 investment of resources. Defendant, therefore, has made a business decision to settle in the manner
24 and upon the terms set forth in this Agreement to put to rest the Released Claims.

25 7. It is the desire of the Parties to fully, finally and forever settle, compromise and
26 discharge all disputes and claims that were alleged in Plaintiff's Complaint and LWDA Notice
27 Letter in this case and that could have been alleged based on the facts therein. To achieve a full and
28 complete release of claims, the Parties acknowledge that this Stipulation of Settlement is intended

1 to include in its effect all claims alleged, and that could have been alleged, in the LWDA Notice
2 Letter and the Action, and all Released Claims against all Released Parties (as defined herein) as of
3 the date of the Court's approval of this Settlement.

4 8. This release includes Defendant, and any of its former and present parents,
5 subsidiaries, affiliates, and its former and present officers, directors, owners, employees, partners,
6 and agents, and any other predecessors, successors, assigns, or legal representatives ("Released
7 Parties"), from any and all claims, causes of action, damages, expenses, benefits, interest, penalties,
8 attorneys' fees, costs, and any other form of relief or remedy in law, equity, or whatever kind or
9 nature that were asserted or could have been asserted based on the facts alleged and with respect to
10 the claims asserted in Plaintiff's LWDA Notice and Complaint for the entire PAGA Period.

11 9. "PAGA Counsel" means Castle Law: California Employment Counsel PC, the
12 attorneys representing the Plaintiff in the Action. PAGA Counsel has conducted a thorough
13 investigation into the facts of this representative case, including an extensive review of relevant
14 documents and data, and has diligently investigated Plaintiff's and the PAGA Members' claims
15 against Defendant. Based on their own independent investigation and evaluation, PAGA Counsel
16 are of the opinion that the Settlement with Defendant for the consideration and on the terms set forth
17 in this Stipulation of Settlement is fair, reasonable and adequate and is in the best interest of Plaintiff
18 and the PAGA Members in light of all known facts and circumstances, including the risk of
19 significant delay, the numerous defenses asserted by Defendant, and various potential appellate
20 issues.

21 10. The Parties agree to cooperate and take all steps necessary and appropriate to
22 consummate this Settlement and to effectuate a judgment. In the event that: (i) the Court does not
23 approve the Settlement as provided herein; or (ii) the Effective Date does not occur for any other
24 reason apart from the Court's refusal to approve, then this Settlement Agreement—and any
25 documents generated to bring it into effect—will be null and void, and the Parties will be returned
26 to their respective positions.

27 11. This Settlement provides for mailing of an explanatory notice (as set forth in **Exhibit**
28 **A** below) (the "Settlement Notice") and payment of Settlement Awards (as defined herein) to all

1 PAGA Members according to a specified formula as provided herein. The gross total payment
2 under the Settlement, including all attorneys' fees and costs, settlement administration costs,
3 interest, PAGA penalties and any other payments provided by this Settlement is \$120,000.00. It is
4 understood and agreed that Defendant's gross total liability under this Settlement shall not exceed
5 \$120,000.00. It is further understood and agreed that Defendant shall have no obligation to pay any
6 person, entity or organization more than its gross total liability under this Settlement as set forth
7 above, which includes the total amount of: (1) the Settlement Awards to the PAGA Group; (2) the
8 attorneys' fees and costs approved by the Court; (3) the actual fees and expenses of the Settlement
9 Administrator; and (4) payment to the State of California pursuant to PAGA.

10 TERMS OF SETTLEMENT

11 12. NOW THEREFORE, in consideration of the mutual covenants, promises and
12 agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

13 a. It is agreed by and among Plaintiff and Defendant that any PAGA claims,
14 damages or causes of action arising out of the disputes which are the subject of the LWDA Notice
15 Letter and this Action or that could have been included in the LWDA Notice Letter and this Action
16 based on the facts alleged therein, be settled and compromised as between the Plaintiff, the PAGA
17 Members (including Plaintiff), the State of California, and Defendant, subject to the terms and
18 conditions set forth in this Stipulation of Settlement and approval by the Court.

19 b. Effective Date: The Settlement embodied in this Stipulation of Settlement
20 shall become effective when all of the following events have occurred: (i) this Stipulation of
21 Settlement has been executed by all Parties and by counsel for the PAGA Members and Defendant;
22 (ii) the Court has approved this PAGA Settlement, and (iii) the Judgement is final. The term
23 "Judgment" means the judgment entered by the Court based upon the final approval by the Court.

24 c. Gross Settlement Amount, and Net Settlement Amount: To implement the
25 terms of this Settlement, Defendants agree to pay a gross settlement amount of \$120,000.00 ("Gross
26 Settlement Amount").

27 a. At no time shall Defendant have the obligation to segregate the funds comprising the
28 Gross Settlement Amount. The Gross Settlement Amount will be used to pay all

1 Settlement Awards for the PAGA Members, all attorneys' fees and costs of PAGA
2 Counsel, all fees and expenses of the Settlement Administrator, the enhancement
3 payment to Plaintiff, the payment to the State of California pursuant to the PAGA,
4 and other payments provided by this Settlement.

5 The Net Settlement Amount shall be calculated by deducting all attorneys' fees and
6 costs, the actual fees and expenses of the Settlement Administrator, and the PAGA Representative
7 Service Payment (defined herein) from the Gross Settlement Amount ("Net Settlement Amount").
8 The Settlement Awards to PAGA Members will be calculated by the Settlement Administrator based
9 on Defendant's records and paid out of the Net Settlement Amount as detailed in Paragraph 12(d)
10 below. The Gross Settlement Amount shall be paid by Defendant to the Settlement Administrator
11 in accordance with Paragraph 17.

12 d. California Private Attorneys' General Act Allocation: Seventy-five percent
13 (75%) of the Net Settlement Amount will be paid to the State of California's LWDA pursuant to the
14 PAGA (the "LWDA PAGA Payment") and the remaining 25% will be paid as Settlement Awards
15 to the PAGA Members (the "Employee PAGA Payment"). The Settlement Awards will be
16 calculated by the Settlement Administrator based on Defendant's records and paid out of the Net
17 Settlement Amount as detailed in Paragraph 14(e) below. The Net Settlement Amount will be
18 distributed as provided herein within fifteen (15) days of Defendant funding of the Settlement.

19 e. Settlement Awards: The term "Settlement Awards" means the PAGA
20 Members' *pro rata* shares of the Employee PAGA Payment calculated according to the number of
21 pay periods each PAGA Member worked during the PAGA Period. The Settlement Administrator
22 shall first determine for each PAGA Member the pay periods the PAGA Member actively worked
23 for Defendant during the PAGA Period. The Settlement Administrator shall divide the amount of
24 the Employee PAGA Payment by the sum of all PAGA Members' pay periods worked to calculate
25 an "Estimated Amount Per Pay Period." For each PAGA Member, the Settlement Administrator
26 shall then multiply the Estimated Amount Per Pay Period by the PAGA Member's pay periods
27 worked in the PAGA Period to determine each individual Settlement Award. Defendant represents
28 that the approximate number of pay periods during the PAGA Period was 1802. The Settlement

1 Award process is discussed further below.

2 f. Allocation and Taxability of Settlement Awards: The individual Settlement
3 Awards payable to PAGA Members shall be allocated entirely to alleged unpaid penalties and
4 unpaid interest, for which IRS Forms 1099-MISC will issue to the PAGA Members. PAGA
5 Members assume full responsibility and liability for any taxes owed or attributable to the Settlement
6 Awards paid to the PAGA Members under this Settlement.

7 g. Individual enhancement award/ service payment: Plaintiff shall receive a
8 service payment/ enhancement payment of \$5,000.00, to be paid out of the Gross Settlement
9 Amount, subject to approval by the Court. The enhancement award is in addition to Plaintiff's'
10 Individual PAGA Payment. An IRS Form 1099-MISC shall issue to Plaintiff for the enhancement
11 award.

12 h. Settlement Awards Do Not Trigger Additional Benefits: All Settlement
13 Awards to PAGA Members shall be deemed to be income to such PAGA Members solely in the
14 year in which such awards actually are received by the PAGA Members. It is expressly understood
15 and agreed that the receipt of such Settlement Awards will not entitle any PAGA Member to
16 additional compensation or benefits under any company bonus, contest or other compensation or
17 benefit plan or agreement in place during the period covered by the Settlement, nor will it entitle
18 any PAGA Member to any increased retirement, 401(k) benefits or matching benefits, or deferred
19 compensation benefits. No deductions or contributions for 401(k) shall be made from the Settlement
20 Awards. It is the intent of this Settlement that the Settlement Awards provided for in this Agreement
21 are the sole payments to be made by Defendant to PAGA Members in connection with this
22 Settlement, and that the PAGA Members are not entitled to any new or additional compensation or
23 benefits as a result of having received the Settlement Awards (notwithstanding any contrary
24 language or agreement in any benefit or compensation plan document that might have been in effect
25 during the period covered by this Settlement).

26 i. Attorneys' Fees and Attorneys' Costs: Subject to Court approval, attorneys'
27 fees and costs shall be paid to Plaintiff's Counsel from the Gross Settlement Amount, as set forth in
28 Paragraph 16 below. The Court-approved attorneys' fees and costs will be paid out of the Gross

1 Settlement Amount to PAGA Counsel within five (5) days after the Settlement is funded by
2 Defendant.

3 j. Settlement Administrator: The Parties have jointly selected ILYM Group to
4 serve as the “Settlement Administrator” and verified that, as a condition of appointment, ILYM
5 agrees to be bound by this Stipulation of Settlement and to perform, as a fiduciary, all duties
6 specified in this Stipulation of Settlement in exchange for payment of actual expenses and fees
7 incurred in the administration of this Settlement (“Administration Expenses”). The Parties and their
8 counsel represent that they have no interest or relationship, financial or otherwise, with the
9 Settlement Administrator other than a professional relationship arising out of prior experiences
10 administering settlements. However, the Parties shall have the right to select or substitute a different
11 Settlement Administrator by mutual agreement at any time. The fees of the Settlement
12 Administrator for work done shall be paid from the Gross Settlement Amount. ILYM has capped
13 the Administration Expenses at \$2,950.00. The Court-approved Administration Fees will be paid
14 out of the Gross Settlement Amount within five (5) days after the Settlement is funded by Defendant.
15 The Settlement Administrator is discussed further below.

16 SETTLEMENT ADMINISTRATION

17 13. The Settlement Administrator will send an agreed upon explanatory notice of the
18 Settlement, attached hereto as **Exhibit A**, along with the Settlement Award to all PAGA Members
19 as discussed herein. The Settlement Administrator will calculate the Settlement Award amounts
20 due to PAGA Members in accordance with this Stipulation of Settlement. The Settlement
21 Administrator shall report, in summary or narrative form, the substance of its findings. The
22 Settlement Administrator shall establish a settlement fund that meets the requirements of a Qualified
23 Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1. Upon receipt of funds
24 from Defendant and as provided by the terms of the Settlement, the Settlement Administrator will
25 issue and send out the Settlement Awards to PAGA Members. Tax treatment of the Settlement
26 Awards will be as set forth herein, and in accordance with state and federal tax laws. All disputes
27 relating to the Settlement Administrator’s performance of duties shall be referred to the Court, if
28 necessary, which will have continuing jurisdiction over the terms and conditions of this Stipulation

1 of Settlement until all payments and obligations contemplated by this Stipulation of Settlement have
2 been fully carried out.

3 ATTORNEYS' FEES AND COSTS

4 14. In consideration for settling this matter and in exchange for the release of claims by
5 Plaintiff and the PAGA Members, and subject to approval or modification by the Court, PAGA
6 Counsel's attorneys' fees and costs shall be subtracted from the Gross Settlement Amount, as
7 approved by the Court. Subject to Court approval, PAGA Counsel's attorney's fees shall be an
8 amount not to exceed 35% of the Gross Settlement Amount, that is \$42,000. In addition, and also
9 subject to Court approval, PAGA Counsel shall be reimbursed for their actual out-of-pocket
10 expenses and legal costs (subject to proof) in an amount not to exceed \$3,000.00. Subject to the
11 maximum application amount of these above stated amounts, attorneys' fees and costs approved by
12 the Court will cover all work performed and all fees and costs incurred to date, and all work to be
13 performed and all fees and costs to be incurred in connection with the approval by the Court of this
14 Stipulation of Settlement, the administration of the Settlement, and obtaining the Judgment in this
15 case. The attorneys' fees and costs approved by the Court shall be paid out of the Settlement
16 Administrator's QSF to PAGA Counsel within five (5) days after the Settlement is funded by
17 Defendant.

18 15. The Released Parties shall have no liability to PAGA Counsel or any other of
19 Plaintiff's counsel arising from any claim to any portion of PAGA Counsel's attorneys' fees and
20 costs. The Settlement Administrator will pay PAGA Counsel's attorneys' fees and costs using one
21 or more IRS 1099-MISC Forms. PAGA Counsel assumes full responsibility and liability for taxes
22 owed on the attorneys' fees and costs incurred as a result of the Action and holds Defendant
23 harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or
24 sharing of any of these payments for attorneys' fees and costs by Defendant pursuant to this
25 Settlement.

26 SETTLEMENT AWARD ADMINISTRATION

27 16. Thirty (30) calendar days after the Parties have executed this Stipulation of
28 Settlement, Defendant shall provide to the Settlement Administrator a spreadsheet, which will list

1 for each PAGA Member the PAGA Member's name, last-known address, last-known telephone
2 number, and the number of pay periods worked through the date of the report (the "PAGA Members'
3 Data"). This spreadsheet shall be based on Defendant's payroll and other business records. The
4 Settlement Administrator will run a check of the PAGA Members' address against those on file with
5 the U.S. Postal Service's National Change of Address Database.

6 17. \$60,000 of the Gross Settlement Amount shall be paid by Defendant to the
7 Settlement Administrator on or before 6 months after the Settlement becomes effective under
8 Paragraph 12.b, from which attorneys fees and costs, as well as Plaintiff's enhancement payment
9 shall be paid. Defendant shall pay the remaining \$60,000 of the Gross Settlement Amount within
10 one year after the Settlement becomes effective under Paragraph 12.b.

11 18. Within fifteen (15) calendar days after the Gross Settlement Amount is fully funded
12 by Defendant following the second payment, the Settlement Administrator will mail the Settlement
13 Notice to all PAGA Members with the PAGA Members' individual Settlement Awards.

14 a. Prior to the mailing of the Settlement Notice and
15 Settlement Awards, the Settlement Administrator will search for updated
16 addresses through the U.S. Postal Service's National Address Database.
17 Notices returned to the Settlement Administrator as non-delivered shall be
18 re-mailed to the forwarding address, if any, on the returned envelope; any
19 returned envelopes with forwarding addresses will be used by the Settlement
20 Administrator to forward the Settlement Notice and Settlement Awards to the
21 PAGA Members. If no forwarding address is provided, the Settlement
22 Administrator will perform a computer search for a new address and an
23 additional skip tracing pursuant to its usual and customary procedures.

24 b. All costs associated with the Settlement Notices are
25 part of, and included within, the Gross Settlement Amount.

26 SETTLEMENT AWARD PROCESS

27 19. Within fifteen (15) days after the Settlement is funded, the Settlement Awards will
28 be mailed to the PAGA Members along with the Settlement Notice. The Settlement Award checks

1 shall remain valid and negotiable for 180 calendar days from the date of issuance and will be
2 cancelled by the Settlement Administrator if not cashed within that time. The checks provided to
3 the PAGA Members shall prominently state the checks will expire in 180 calendar days, or
4 alternatively, such a statement may be made in the Settlement Notice accompanying the check.
5 PAGA Members shall be bound by the Settlement whether or not they cash their Settlement Award
6 check.

7 20. Any unclaimed funds in the Settlement Administrator's QSF as a result of a failure
8 to timely cash a Settlement Award check shall be distributed to the State Controller Unclaimed
9 Property Fund, as the *cy pres* recipient pursuant to Code of Civil Procedure Section 384, subject to
10 Court approval.

11 21. Pro Rata Increase: In order to reach this settlement, Defendant represented that there
12 were approximately 69 PAGA Members, who worked approximately 1802 pay periods during the
13 PAGA Period. If the number of employees exceeds 69 or the number of pay periods exceeds 1802
14 by more than 10%, the GSA will increase pro rata per additional PAGA member or additional pay
15 period, whichever is greater. In the alternative, the number of employees and/or the number of pay
16 periods shall be capped at that number on the date such numbers are reached. RELEASED CLAIMS

17 22. Release by Aggrieved Employees: Upon approval by the Court of this Stipulation of
18 Settlement, all PAGA Members, including Plaintiff, on behalf of themselves and their former and
19 present representatives, agents, attorneys, heirs, administrators, successors, and assigns, fully
20 release and discharge the Released Parties from any and all claims, causes of action, damages,
21 expenses, benefits, interest, penalties, attorneys' fees and costs, and any other form of relief or
22 remedy in law, equity, or whatever kind or nature that were asserted or could have been asserted
23 based on the facts alleged and with respect to the claims asserted in Plaintiff's LWDA Notice Letter
24 and the Lawsuit for the entire PAGA Period.

25 23. Release by PAGA Counsel: PAGA Counsel release, on behalf of their present and
26 former attorneys, employees, agents, successors, and assigns, the Released Parties from all claims
27 for PAGA penalties or attorneys' fees that were alleged or reasonably could have been alleged,
28 based on the facts stated in Plaintiff's Complaint and the LWDA Notice Letter during the PAGA

1 Period.

2 24. Plaintiff's Release: Upon approval by the Court of this Stipulation of Settlement,
3 Plaintiff and his former and present spouses, representatives, agents, attorneys (including PAGA
4 Counsel), heirs, administrators, successors, and assigns generally, release and discharge the
5 Released Parties from all claims, transactions, or occurrences that occurred during the PAGA
6 Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged,
7 based on the facts contained in the Complaint and the LWDA Notice Letter ("Plaintiff's Release").
8 Plaintiff's Release does not extend to any claims or actions to enforce this Stipulation of Settlement,
9 or to any claims for vested benefits, unemployment benefits, disability benefits, social security
10 benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the
11 PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in
12 addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless,
13 that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different
14 or additional facts or Plaintiff's discovery of them.

15 25. Plaintiff's Waiver of Rights Under California Civil Code Section 1542: For purposes
16 of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits,
17 if any, of section 1542 of the California Civil Code, which reads: A general release does not extend
18 to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at
19 the time of executing the release, and that if known by him or her would have materially affected
20 his or her settlement with the debtor or Released Party.

21 PARTIES' DUTIES TO OBTAIN COURT APPROVAL OF THE PAGA SETTLEMENT

22 26. Plaintiff shall promptly submit this Stipulation of Settlement to the LWDA within
23 one (1) week of all signatures being obtained from Plaintiff and Defendant, and their respective
24 counsel. This Settlement shall remain confidential until filed with the Court. Promptly upon
25 execution of this Stipulation of Settlement, Plaintiff shall apply to the Court for entry of an order
26 approving the PAGA Settlement consistent with the terms provided herein.

27 PARTIES' AUTHORITY

28 27. The signatories hereto hereby represent that they are fully authorized to enter into

1 this Stipulation of Settlement and bind the Parties hereto to the terms and conditions thereof.

2 MUTUAL FULL COOPERATION

3 28. The Parties agree to fully cooperate with each other to accomplish the terms of this
4 Stipulation of Settlement, including but not limited to, execution of such documents and taking such
5 other action as reasonably may be necessary to implement the terms of this Stipulation of Settlement.
6 Once the Settlement is final and effective, the Parties agree to seek final dismissal of the Lawsuit.
7 The Parties to this Stipulation of Settlement shall use their best efforts, including all efforts
8 contemplated by this Stipulation of Settlement and any other efforts that may become necessary by
9 order of the Court, or otherwise, to effectuate this Stipulation of Settlement and the terms set forth
10 herein. As soon as practicable after execution of this Stipulation of Settlement, PAGA Counsel
11 shall, with the assistance and cooperation of Defendant and its counsel, take all necessary steps to
12 secure the Court's final approval of this Stipulation of Settlement.

13 NO PRIOR ASSIGNMENTS

14 29. The Parties and their counsel represent, covenant and warrant that they have not
15 directly or indirectly assigned, transferred, encumbered or purported to assign, transfer or encumber
16 to any person or entity any portion of any liability, claim, demand, action, cause of action or right
17 herein released and discharged except as set forth herein.

18 NO ADMISSION

19 30. Nothing herein shall constitute any admission by Defendant of wrongdoing or
20 liability, or of the truth of any factual allegations in the Lawsuit. Nothing herein shall constitute an
21 admission by Defendant that the Lawsuit was properly brought as a representative action other than
22 for settlement purposes. To the contrary, Defendant has denied and continues to deny each and
23 every material factual allegation and alleged claim asserted in the Lawsuit. To this end, the
24 settlement of the Lawsuit, the negotiation and execution of this Stipulation of Settlement, and all
25 acts performed or documents executed pursuant to or in furtherance of this Stipulation of Settlement
26 or the settlement are not, shall not be deemed to be, and may not be used as, an admission or evidence
27 of any wrongdoing or liability on the part of Defendant or of the truth of any of the factual allegations
28 in the Lawsuit; and are not, shall not be deemed to be, and may not be used as, an admission or

1 evidence of any fault or omission on the part of Defendant in any civil, criminal or administrative
2 proceeding any court, administrative agency or other tribunal.

3 CONSTRUCTION

4 31. The Parties hereto agree that the terms and conditions of this Stipulation of
5 Settlement are the result of lengthy, intensive arms-length negotiations between the Parties and
6 through a third-party mediator, and this Stipulation of Settlement shall not be construed in favor of
7 or against any party by reason of the extent to which any party or his, her or its counsel participated
8 in the drafting of this Stipulation of Settlement. All Parties have contributed to the preparation and
9 drafting of this Stipulation of Settlement.

10 CAPTIONS AND INTERPRETATIONS

11 32. Paragraph titles or captions contained herein are inserted as a matter of convenience
12 and for reference, and in no way define, limit, extend or describe the scope of this Stipulation of
13 Settlement or any provision of it. Each term of this Stipulation of Settlement is contractual and not
14 merely a recital.

15 MODIFICATION

16 33. This Stipulation of Settlement may not be changed, altered or modified, except in
17 writing and signed by the Parties hereto and approved by the Court. This Stipulation of Settlement
18 may not be discharged except by performance in accordance with its terms or by a writing signed
19 by the Parties hereto.

20 INTEGRATION CLAUSE

21 34. This Stipulation of Settlement contains the entire agreement between the Parties
22 relating to the settlement transaction contemplated hereby, and all prior or contemporaneous
23 agreements, understandings, representations and statements, whether oral or written and whether by
24 a party or such party's legal counsel, are merged herein. No rights hereunder may be waived except
25 in writing.

26 BINDING ON ASSIGNS

27 35. This Stipulation of Settlement shall be binding upon and inure to the benefit of the
28 Parties and their respective heirs, trustees, executors, administrators, successors and assigns.

1 PAGA MEMBER SIGNATORIES

2 36. It is agreed that because the PAGA Members are so numerous, it is impossible or
3 impractical to have each PAGA Member execute this Stipulation of Settlement. Further, it is not
4 legally required for each PAGA Member to sign in order for the Settlement to be binding upon the
5 State of California and PAGA Members.

6 COUNTERPARTS

7 37. This Stipulation of Settlement may be executed in counterparts and by facsimile
8 signatures, and when each party has signed and delivered at least one such counterpart, each
9 counterpart, including email and PDF versions, shall be deemed an original and, when taken together
10 with other signed counterparts, shall constitute one Stipulation of Settlement binding upon and
11 effective as to all Parties.

12 NO PUBLICITY MEDIA AND PRESS COMMUNICATIONS

13 38. Plaintiff agrees that she will not publicize this litigation or this Settlement in any
14 manner. Plaintiff and PAGA Counsel agree that they will not issue any press releases, initiate any
15 contact with the press, respond to any press inquiry, or have any communication with the press about
16 this case. If contacted by the press or media, Plaintiff may only state that the case has been resolved.
17 Plaintiff will refrain from discussing the terms or the fact of this Settlement with third parties other
18 than: (1) his immediate family members; and (2) his accountants or lawyers as necessary for tax
19 purposes. If he is asked by any person or entity about the matter, he may only state that the case has
20 been resolved.

21 NO TAX ADVICE

22 39. Neither Plaintiff, PAGA Counsel, nor Defendant's counsel are providing any advice
23 regarding taxes or taxability, nor shall anything in this Stipulation of Settlement be relied upon as
24 such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as
25 amended) or otherwise.

26 CONTINUING JURISDICTION OF THE COURT

27 40. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over
28 the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Stipulation of

1 Settlement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing
2 such post-Judgment matters as are permitted by law.

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

11 IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint
12 Stipulation of Settlement and Release between Plaintiff and Defendants as of the date(s) set forth
13 below:

14 **PLAINTIFF AND PAGA REPRESENTATIVE**

15 Dated: Sep 19, 2025

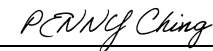
PLAINTIFF JULIE NISHIMOTO

17
18 By 
Julie Nishimoto (Sep 19, 2025 18:52:57 PDT)
Julie Nishimoto

19 **DEFENDANT**

20 Dated: 9/22/2025

DEFENDANT CP CAPITAL GROUP, INC.

22 By 

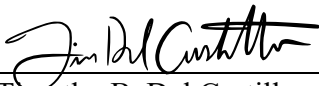
on Behalf of CP CAPITAL GROUP, INC.

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25 **APPROVED AS TO FORM**

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Dated: September 22, 2025

CASTLE LAW: CALIFORNIA
EMPLOYMENT COUNSEL, PC

By 
Timothy B. Del Castillo
Kent L. Bradbury
Attorneys for Plaintiff

Dated: September 22, 2025

VISION LAW® CORPORATION
Scott
Shibayama
By 
Scott Shibayama
Attorneys for Defendant

Digitally signed by Scott Shibayama
DN: cn=Scott Shibayama, o=Vision Law Corporation, ou,
email=scott@visionlaw.com, c=US
Date: 2025.09.22 11:00:59 -07'00'