

EXHIBIT 1

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Attorneys for Defendants

AIRPORT TERMINAL MANAGEMENT, INC. and
UN PYO J HONG

Additional Counsel on Signature Page

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES, CENTRAL DISTRICT

CHRISTIAN PINELL, an individual, and
MIGUEL CHAVEZ, an individual, on behalf of
themselves and all aggrieved employees

Plaintiffs,

vs.

AIRPORT TERMINAL MANAGEMENT,
INC. a California Corporation; UN PYO J
HONG, an individual; and DOES 1 through 20
inclusive

Defendants.

Case No. 24STCV10623

PAGA SETTLEMENT AGREEMENT

Date Action Filed: April 26, 2024

PAGA SETTLEMENT AGREEMENT

Exhibit 1.1

4916-7995-7848.v1
4916-7995-7848.v1

1 This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiffs Christian
2 Pinell (“Pinell”) and Miguel Chavez (“Chavez”) (jointly “Plaintiffs”) and defendants Airport Terminal
3 Management, Inc. (“Airport Terminal”) and Un Pyo J Hong (jointly “Defendants”). The Agreement
4 refers to Plaintiffs and Defendants collectively as “Parties,” or individually as “Party.”

5 **1. DEFINITIONS.**

6 1.1 “Action” means the Plaintiffs’ PAGA lawsuit alleging failure to indemnify for
7 necessary expenditures violations against Defendants captioned *Christian Pinell and*
8 *Miguel Chavez v. Airport Terminal Management, Inc. and Un Pyo J Hong* initiated on
9 April 26, 2024, and pending in Superior Court of the State of California, County of Los
10 Angeles.

11 1.2 “Administrator” means Phoenix Class Action Administration Solutions (“Phoenix”),
12 the neutral entity the Parties have agreed to appoint to administer the Settlement.

13 1.3 “Administration Expenses Payment” means the amount the Administrator will be paid
14 from the Gross Settlement Amount to reimburse its reasonable fees and expenses in
15 accordance with the Administrator’s “not to exceed” bid submitted to the Court in
16 connection with approval of this Settlement.

17 1.4 “Aggrieved Employee” means a person employed by Defendants in California and
18 classified as an hourly paid or non-exempt employee who worked for Defendants
19 during the PAGA Period.

20 1.5 “Aggrieved Employee Data” means Aggrieved Employee identifying information in
21 Defendants’ possession including the Aggrieved Employee’s name, last-known
22 mailing address, Social Security number and number of PAGA Pay Periods.

23 1.6 “Aggrieved Employee Address Search” means the Administrator’s investigation and
24 search for current Aggrieved Employee mailing addresses using all reasonably
25 available sources, methods and means including, but not limited to, the National
26 Change of Address database, skip traces and direct contact by the Administrator with
27 Aggrieved Employees.

- 1.7 “Airport Terminal” means Defendant Airport Terminal Management, Inc.
- 1.8 “Court” means the Superior Court of California, County of Los Angeles.
- 1.9 “Defendants” means Airport Terminal Management, Inc. and Un Pyo J Hong, the named defendants in the Action.
- 1.10 “Defense Counsel” means JoAnna L. Brooks, Natalie Truong, and Thomas T. Liu of Pillsbury Winthrop Shaw Pittman LLP.
- 1.11 “Effective Date” means the date by when the following has occurred: (a) the Settlement has been executed by all of the Parties; (b) the Court enters a Judgment on its Order Approving the PAGA Settlement; (c) the period for filing any appeal, writ or other appellate proceeding opposing the Settlement has elapsed without the filing of any appeal, writ or other appellate proceeding i.e., within 60 calendar days after entry of the Judgment; or (d) when any appeal, writ or other appellate proceeding opposing the Settlement has been dismissed finally and conclusively with no right to pursue further remedies or relief; or (e) when any appeal, writ or other appellate proceeding has upheld the Court’s Judgment with no right to pursue further remedies or relief; and (f) the Judgment is final.
- 1.12 “Gross Settlement Amount” means \$50,000.00 which is the total amount Defendants agree to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual PAGA Representative Awards, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator’s Expenses Payment.
- 1.13 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.14 “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.15 “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subdivision (i).

- 1.16 “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (i).
- 1.17 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Representative Awards, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment.
- 1.18 “PAGA Counsel” means Pimentel Law, P.C., the attorneys representing the Plaintiffs in the Action.
- 1.19 “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.
- 1.20 “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.
- 1.21 “PAGA Period” means the period from February 16, 2023, to May 31, 2025.
- 1.22 “PAGA” means the Private Attorneys General Act (Lab. Code, § 2698. *et seq.*).
- 1.23 “PAGA Notices” means Plaintiffs’ February 16, 2024, letters to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a).
- 1.24 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount in the amount of Six Thousand and Three Hundred and Fifty Dollars (\$6,350.00), allocated 25% to the Aggrieved Employees \$1,587.50 and 75% to the LWDA \$4,762.50 in settlement of the PAGA claims.
- 1.25 “Plaintiffs” means Christian Pinell and Miguel Chavez, the named plaintiffs in the Action.
- 1.26 “Approval Order” means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.27 “Released PAGA Claims” means the claims being released by the Plaintiffs and PAGA

Counsel and as described in Paragraph 5 below.

1.28 “Released Parties” means Defendants and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and/or affiliates.

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

2. RECITALS.

2.1 On April 26, 2024, Plaintiffs commenced this Action by filing a Complaint alleging both individual and representative causes of action against Defendants for Failure to Indemnify for Necessary Expenditure in Violation of Labor Code § 2802 (failure to provide necessary tools), Civil Penalties in Violation of Labor Code §§ 2698, *et seq.*, and Unfair Competition in Violation of California Business & Professions Code §§ 17200, *et seq.* The Complaint is the operative complaint in the Action (the “Operative Complaint”). Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in the Operative Complaint and deny any and all liability for the causes of action alleged.

2.2 Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiffs gave timely written notice to Defendants and the LWDA by sending the PAGA Notices.

2.3 The Parties originally scheduled an all-day mediation to be presided over by professional mediator Kelly A. Knight, Esq. However, the Parties were involved in extensive settlement negotiations leading up to the mediation and mutually agreed to cancel the mediation to focus on settlement efforts. Eventually, the Parties were able to come to an agreement, which led to this Agreement to settle the Action.

2.4 Prior to mediation, the parties engage in informal discovery. Defendants produced documents and data relating to the Plaintiffs and the Aggrieved Employees. Defendants provided a putative class roster and detailed information concerning the efforts to provide necessary tools and to reimburse Plaintiffs and the alleged aggrieved

employees for use of any personal tools utilized during the PAGA Period. Defendants also provided relevant policies and documentation concerning employee acknowledgement of same.

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. Defendants promise to pay Fifty Thousand Dollars (\$50,000.00), and no more, as the Gross Settlement Amount. Defendants have no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 6.1 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

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 Final Approval:

3.2.1 To Plaintiffs: Individual PAGA Representative Service Awards in the amount of Seven Thousand and Five Hundred Dollars (\$7,500.00).

3.2.2 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 50%, which is currently estimated to be [Twenty-Five Thousand Dollars and Zero Cents] \$25,000, and PAGA Counsel Litigation Expenses Payment of not more than [One Thousand and Seven Hundred Dollars and Zero Cents] \$1,700. Defendants will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiffs and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation

1 Expenses Payment less than the amounts requested, the Administrator will allocate
2 the remainder to the Net Settlement Amount. Released Parties shall have no liability
3 to PAGA Counsel or any other Plaintiffs' Counsel arising from any claim to any
4 portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses
5 Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA
6 Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel
7 assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees
8 Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendants
9 harmless, and indemnifies Defendants, from any dispute or controversy regarding any
10 division or sharing of any of these Payments.

11 3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed [One
12 Thousand and Nine Hundred and Fifty Dollars and Zero Cents] \$1,950.00, except for a
13 showing of good cause and as approved by the Court. To the extent the Administration
14 Expenses are less or the Court approves payment less than [One Thousand and Nine
15 Hundred and Fifty Dollars and Zero Cents] \$1,950.00, the Administrator will retain the
16 remainder in the Net Settlement Amount to be divided among the Aggrieved
17 Employees.

18 3.2.4 To the LWDA and Aggrieved Employees: PAGA Penalties in the gross amount of
19 \$6,350.00 to be paid from the Gross Settlement Amount, with 75% (\$4,762.50) allocated
20 to the LWDA PAGA Payment and 25% (\$1,587.50) allocated to the Individual PAGA
21 Payments.

22 3.2.4.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the
23 amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$1,857.50) by
24 the total number of PAGA Period Pay Periods worked by all Aggrieved Employees
25 during the PAGA Period and (b) multiplying the result by each Aggrieved
26 Employee's PAGA Period Pay Periods. Aggrieved Employees assume full
27 responsibility and liability for any taxes owed on their Individual PAGA Payment.

1 3.2.4.2 If the Court approves PAGA Penalties of less than the amount requested, the
2 Administrator will allocate the remainder to the Net Settlement Amount. The
3 Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

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

5 4.1 Aggrieved Employee Pay Periods. Based on a review of its records to date,
6 Defendants estimate there are twelve (12) Aggrieved Employees who worked a total
7 299 PAGA Pay Periods.

8 4.2 Aggrieved Employee Data. Within fourteen (14) days after the Court enters a
9 Judgment on its Order approving the PAGA Settlement, Defendants will
10 simultaneously deliver the Aggrieved Employee Data to the Administrator in the form
11 of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights,
12 the Administrator must maintain the Aggrieved Employee Data in confidence, use the
13 Aggrieved Employee Data only for purposes of this Settlement and for no other
14 purpose and restrict access to the Aggrieved Employee Data to Administrator
15 employees who need access to the Aggrieved Employee Data to effect and perform
16 under this Agreement. Defendants have a continuing duty to immediately notify
17 PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee
18 identifying information and to provide corrected or updated Aggrieved Employee
19 Data as soon as reasonably feasible. Without any extension of the deadline by which
20 Defendants must send the Aggrieved Employee Data to the Administrator, the Parties
21 and their counsel will expeditiously use best efforts, in good faith, to reconstruct or
22 otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

23 4.3 Funding of Gross Settlement Amount. Defendants shall fully fund the Gross
24 Settlement Amount by transmitting the funds to the Administrator no later than
25 fourteen (14) days after the Effective Date.

26 4.4 Payments from the Gross Settlement Amount. Within fourteen (14) days after
27 Defendants fund the Gross Settlement Amount, the Administrator will mail checks

1 for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration
2 Expenses Payment, the PAGA Counsel Expenses Payment. Disbursement of the
3 PAGA Counsel Litigation Expenses Payment shall not precede disbursement of
4 Individual PAGA Payments.

5 4.4.1 The Administrator will issue checks for the Individual PAGA Payments and send
6 them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The
7 face of each check shall prominently state the date (not less than 180 days after the
8 date of mailing) when the check will be voided. The Administrator will cancel all
9 checks not cashed by the void date. Before mailing any checks, the Settlement
10 Administrator must update the recipients' mailing addresses using the National
11 Change of Address Database.

12 4.4.2 The Administrator must conduct an Aggrieved Employee Address Search for all
13 Aggrieved Employees whose checks are returned undelivered without USPS
14 forwarding address. Within seven (7) days of receiving a returned check, the
15 Administrator must re-mail checks to the USPS forwarding address provided or to an
16 address ascertained through the Aggrieved Employee Address Search. The
17 Administrator need not take further steps to deliver checks to Aggrieved Employees
18 whose re- mailed checks are returned as undelivered. The Administrator shall
19 promptly send a replacement check to any Aggrieved Employee whose original check
20 was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

21 4.4.3 For any Aggrieved Employee whose Individual PAGA Payment check is uncashed
22 and cancelled after the void date, the Administrator shall transmit the funds
23 represented by such checks to the California Controller's Unclaimed Property Fund
24 in the name of the Aggrieved Employee.

25 4.4.4 The payment of Individual PAGA Payments shall not obligate Defendants to confer
26 any additional benefits or make any additional payments to the Aggrieved Employees
27 (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

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2 **5. RELEASES OF CLAIMS.**

3 Effective on the date when Defendants fully fund the entire Gross Settlement Amount Plaintiff
4 sand PAGA Counsel will release claims against all Released Parties as follows:

5 5.1 Plaintiffs' Release. Plaintiffs and their respective former and present spouses,
6 representatives, agents, attorneys (including PAGA Counsel), heirs, administrators,
7 successors and assigns generally, release and discharge Released Parties from all
8 claims, transactions or occurrences that occurred during the PAGA Period, including,
9 but not limited to: all claims that were, or reasonably could have been, alleged, based
10 on the facts contained in the Operative Complaint and the PAGA Notices submitted
11 to the LWDA by Plaintiffs, including claims for civil penalties under the PAGA for
12 violations of the California Labor Code based on Defendants' alleged failure to
13 indemnify for necessary expenditures, and all damages, interest, penalties, attorneys'
14 fees, costs, and other amounts recoverable under said representative causes of action
15 under California law, to the extent permissible ("Plaintiffs' Release"). Plaintiffs'
16 Release does not extend to any claims or actions to enforce this Agreement, or to any
17 claims for vested benefits, unemployment benefits, disability benefits, social security
18 benefits, workers' compensation benefits that arose at any time or based on
19 occurrences outside the PAGA Period. Plaintiffs acknowledge that Plaintiffs may
20 discover facts or law different from, or in addition to, the facts or law that Plaintiff
21 now knows or believes to be true but agrees, nonetheless, that Plaintiffs' Release shall
22 be and remain effective in all respects, notwithstanding such different or additional
23 facts or Plaintiffs' discovery of them.

24 5.1.1 Plaintiffs' Waiver of Rights Under Civil Code Section 1542. For purposes of
25 Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights,
26 and benefits, if any, of section 1542 of the California Civil Code, which reads:

27 **A general release does not extend to claims that the creditor or releasing**

1 party does not know or suspect to exist in his or her favor at the time of
2 executing the release, and that if known by him or her would have
3 materially affected his or her settlement with the debtor or Released
4 Party.

5 5.2 Release by Aggrieved Employees: All Aggrieved Employees are deemed to release, on
6 behalf of themselves and their respective former and present representatives, agents,
7 attorneys, heirs, administrators, successors and assigns, the Released Parties from all
8 claims for PAGA penalties that were alleged, or reasonably could have been alleged,
9 based on the PAGA Period facts stated in the Operative Complaint, and the PAGA
10 Notices, including claims for civil penalties under the PAGA for violations of the
11 California Labor code based on Defendants' alleged failure to indemnify for necessary
12 expenditures, and all damages, interest, penalties, attorneys' fees, costs, and other
13 amounts recoverable under said representative causes of action under California law,
14 to the extent permissible.

15 5.3 Release by PAGA Counsel: PAGA Counsel release on behalf of their present and
16 former attorneys, employees, agents, successors and assigns the Released Parties from
17 all claims for PAGA Fees incurred in connection with the Operative Complaint and the
18 PAGA Period facts stated in the Operative Complaint and the PAGA Notices.

19
20 **6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.**

21 The Parties agree to jointly prepare and file an application or motion for approval of this
22 Settlement.

23 6.1 Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel
24 all documents necessary for obtaining approval of this Settlement under Labor Code
25 section 2699, subdivision (f)(2)) including (i) a draft proposed Order Granting
26 Approval of PAGA Settlement; (ii) a signed declaration from the Administrator
27 attaching its "not to exceed" bid for administering the Settlement and attesting to its

1 willingness to serve; competency; operative procedures for protecting the security
2 of Aggrieved Employee Data; amounts of insurance coverage for any data breach,
3 defalcation of funds or other misfeasance; all facts relevant to any actual or potential
4 conflicts of interest with Aggrieved Employees or the LWDA; and the nature and
5 extent of any financial relationship with Plaintiffs, PAGA Counsel or Defense
6 Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely
7 transmission to the LWDA of all necessary PAGA documents (initial notice of
8 violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Lab. Code,
9 §2699, subd. (l)(1)), this Agreement (Lab. Code, § 2699, subd. (l)(2)); and (iv) all
10 facts relevant to any actual or potential conflict of interest with Aggrieved
11 Employees and/or the Administrator. In their Declarations, Plaintiffs and PAGA
12 Counsel shall aver that they are not aware of any other pending matter or action
13 asserting claims that will be extinguished or adversely affected by the Settlement.
14 PAGA Counsel is responsible for delivering the Court's Approval to the
15 Administrator.

16 6.2 Responsibilities of PAGA Counsel and Defense Counsel. PAGA Counsel and
17 Defense Counsel are jointly responsible for expeditiously finalizing and filing the
18 application or motion for approval of this Settlement no later than thirty (30) days
19 after the full execution of this Agreement and, if necessary, obtaining a prompt
20 hearing date for the motion and appearing in Court to advocate in favor of the
21 motion.

22 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application
23 or motion for approval of this Settlement and/or the supporting declarations and
24 documents, PAGA Counsel and Defense Counsel will expeditiously work together
25 on behalf of the Parties by meeting in person or by telephone, and in good faith, to
26 resolve the disagreement. If the Court does not grant the motion for approval of this
27 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 Class Action Administration Solutions ("Phoenix") to serve as the Administrator and verified that, as a condition of appointment, Phoenix 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 to state and federal tax authorities.

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

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

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES.

Based on its records, Defendants estimate that, as of the date of this Settlement Agreement, there are twelve (12) Aggrieved Employees who worked 299 Pay Periods during the PAGA Period.

9. CONTINUING JURISDICTION AND WAIVER OF RIGHT TO APPEAL.

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

1 matters as are permitted by law.

2 9.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
3 conditions of this Agreement, specifically including the Individual PAGA
4 Representative Awards, PAGA Counsel Fees Payment and PAGA Counsel Litigation
5 Expenses Payment, the Parties, their respective counsel waive all rights to appeal from
6 the Judgment, including all rights to post-judgment and appellate proceedings, the right
7 to file motions to vacate judgment, motions for new trial, extraordinary writs and
8 appeals. The waiver of appeal does not include any waiver of the right to oppose such
9 motions, writs or appeals. If another party appeals the Judgment, the Parties'
10 obligations to perform under this Agreement will be suspended until such time as the
11 appeal is finally resolved and the Judgment becomes final, except as to matters that do
12 not affect the amount of the Net Settlement Amount.

13 **10. ADDITIONAL PROVISIONS.**

14 10.1 No Admission of Liability or Representative Manageability for Other Purposes. This
15 Agreement represents a compromise and settlement of highly disputed claims.
16 Nothing in this Agreement is intended or should be construed as an admission by
17 Defendants that any of the allegations in the Operative Complaint have merit or that
18 Defendants have any liability for any claims asserted; nor should it be intended or
19 construed as an admission by Plaintiffs that Defendants' defenses in the Action have
20 merit. The Parties agree that representative treatment is for purposes of this
21 Settlement only. If for any reason the Court does not approve this Settlement,
22 Defendants reserve all available defenses to the claims in the Action, and Plaintiffs
23 reserve the right to contest Defendants' defenses. The Settlement, this Agreement
24 and Parties' willingness to settle the Action will have no bearing on, and will not be
25 admissible in connection with, any litigation (except for proceedings to enforce or
26 effectuate the Settlement and this Agreement).

27 10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this
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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.

10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendants, 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.

10.4 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.

10.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action or right released and discharged by the Party in this Settlement.

10.6 No Tax Advice. Neither Plaintiffs, PAGA Counsel, Defendants 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.

10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended,

modified, changed or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

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

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

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

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

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

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

Agreement.

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

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

To Plaintiffs:

Jenna M. Koleson
Pimental Law, P.C.
30 N. Raymond Ave., Suite 211
Pasadena, CA 91103
Telephone: (626) 765-6505

To Defendants:

JoAnna L. Brooks
Pillsbury Winthrop Shaw Pittman LLP
Four Embarcadero Center, 22nd Floor
San Francisco, CA 94111
Telephone: (415) 983-1515

10.16 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.

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

Plaintiffs:

Dated: July²⁸, 2025


Christian Pinell (Jul 28, 2025 12:57:45 PDT)
By: CHRISTIAN PINELL

Dated: July²⁸, 2025


Miguel Chavez (Jul 28, 2025 16:18:18 EDT)
By: MIGUEL CHAVEZ

PAGA Counsel:

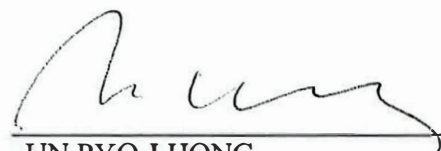
Dated: July³⁰, 2025

PIMENTEL LAW, P.C.


By: JENNA M. KOLESON
GABRIEL J. PIMENTEL
Attorneys for Plaintiffs
CHRISTIAN PINELL & MIGUEL CHAVEZ

Defendants:

Dated: August ¹², 2025


By: UN PYO J HONG

1 Dated: August 5, 2025

AIRPORT TERMINAL MANAGEMENT, INC.

2
3 By: Iliana Thomas

Print Name

4
5 
Signature

6
7 Vice President

Title

8
9 **Defendants' Counsel:**

10 Dated: August 6, 2025

PILLSBURY WINTHROP SHAW PITTMAN LLP

11
12 /s/ JoAnna Brooks

13 By: JOANNA L. BROOKS
14 NATALIE TRUONG
THOMAS T. LIU

15 *Attorneys for Defendants*
16 AIRPORT TERMINAL MANAGEMENT, INC.
and UN PYO J HONG

PAGA Settlement Agreement

Final Audit Report

2025-07-30

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