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as an aggrieved employee, and on behalf of

all other aggrieved employees

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA

FRANCISCO POROJ ALVAREZ, as
aggrieved employees, and on behalf of all
other aggrieved employees under the Labor
Code Private Attorneys General Act of 2004,

Plaintiff,

v.

SAMUEL HALE, LLC, a Florida limited
liability company; TWS FACILITY
SERVICES, INC., a California corporation;
and DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 24CV074900

[Assigned for all purposes to the Hon.
Peter Borkon in Dept 15]

REPRESENTATIVE ACTION

**JOINT STIPULATION RE: PAGA
SETTLEMENT**

Action Filed: April 29, 2024

Trial Date: None Set

PALMIERI, TYLER, WIENER, WILHELM & WALDRON LLP

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Counsel for Defendant TWS FACILITY SERVICES, INC.

This Joint Stipulation re: PAGA Settlement (“Settlement,” “Agreement” or “Settlement Agreement”) is made by and between plaintiff Francisco Poroj Alvarez (“Plaintiff”), individually, and on behalf of the Aggrieved Employees, on one hand; and defendants Samuel Hale, LLC (“Samuel Hale”) and TWS Facility Services, Inc. (“TWS”) (collectively “Defendants”), on the other hand, in the lawsuit entitled *Francisco Poroj Alvarez v. Samuel Hale, LLC, et al.*, filed in the Alameda County Superior Court, Case No. 24CV074900. Plaintiff and Defendants shall be, at times, collectively referred to as the “Parties.” This Agreement is intended by the Parties to fully, finally and forever resolve the claims as set forth herein, based upon and subject to the terms and conditions of this Agreement.

1. DEFINITIONS

1.1. “**Action**” means Plaintiffs’ PAGA lawsuit, alleging wage and hour violations against Defendants, captioned *Francisco Poroj Alvarez v. Samuel Hale, LLC, Inc., et al.*, Case No. 24CV074900, initiated on April 29, 2024, and pending in the Superior Court of the State of California, County of Alameda.

1.2. “**Administrator**” means Phoenix Class Action Administration Solutions the neutral entity Plaintiff has selected 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 this Settlement.

1 1.4. **“Aggrieved Employees”** means all non-exempt, hourly-paid employee with job
2 duties that included, but were not limited to, cleaning, sanitizing, and organizing services of large
3 spaces and furniture. during the PAGA Period in the State of California.

4 1.5. **“Aggrieved Employee Data”** means Aggrieved Employee identifying
5 information in Defendants’ possession including the Aggrieved Employee’s name, last-known
6 mailing address, Social Security number, and number of PAGA Pay Periods.

7 1.6. **“Aggrieved Employee Address Search”** means the Administrator’s
8 investigation and search for current Aggrieved Employee mailing addresses using all reasonably
9 available sources, methods and means including, but not limited to, the National Change of
10 Address database, skip traces, and direct contact by the Administrator with Aggrieved
11 Employees.

12 1.7. **“Court”** means the Superior Court of California, County of Alameda.

13 1.8. **“Defense Counsel”** means Boris Sorsher and of Fisher & Phillips LLP and Erica
14 Sorosky of PALMIERI, TYLER, WIENER, WILHELM & WALDRON LLP.

15 1.9. **“Effective Date”** means the date by when both of the following have occurred:
16 (a) the Court enters a Judgment on its Order Approving the PAGA Settlement, and (b) the
17 Judgment is final.

18 1.10. **“Gross Settlement Amount”** means \$286,000.00 which is the total amount
19 Defendants agree to pay under the Settlement except as provided in Paragraph 8 below. The
20 Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA
21 Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and
22 Administration Expenses Payment.

23 1.11. **“Individual PAGA Payment”** means the Aggrieved Employee’s pro rata share
24 of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved
25 Employee worked during the PAGA Period.

26 1.12. **“Judgment”** means the judgment entered by the Court based upon the Final
27 Approval.
28

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: 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 David D. Bibiyan, Vedang J. Patel, and Megan R. Lazar of Bibiyan Law Group, P.C., the attorneys representing the 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, as described in paragraph 3.2.1 below.

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

1.19. **“PAGA Period or Pay Period”** means the period from February 5, 2023 through April 17 2025.

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

1.21. **“PAGA Notice”** means the February 5, 2024 letter that Plaintiff sent to Defendants and the LWDA, providing notice pursuant to the 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 (no less than \$7,150.00) and the 75% to LWDA (no less than \$21,450.00) in settlement of PAGA claims.

1.23. **“Plaintiff”** means Francisco Poroj Alvarez, the named plaintiff in the Action.

1 1.24. "**Approval Order**" means the proposed Court Order Granting Approval of PAGA
2 Settlement.

3 1.25. "**Released PAGA Claims**" means the claims being released by the Plaintiff and
4 PAGA Counsel and as described in Paragraph 5 below.

5 1.26. "**Released Parties**" means: Defendants and each of their former and present
6 directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors,
7 assigns, subsidiaries, and affiliates.

8 1.27. "**Settlement**" means the disposition of the Action effected by this Agreement and
9 the Judgment.

10 **2. RECITALS**

11 2.1. Pursuant to Labor Code section 2699.3, subd. (a), Plaintiff gave timely written
12 notices to Defendants and the LWDA by sending the PAGA Notice on February 5, 2024.
13 ("PAGA Notice").

14 2.2. On April 29, 2024, Plaintiff commenced this Action by filing a Complaint (the
15 "Operative Complaint"), alleging causes of action against Defendants for civil penalties under
16 PAGA for the Labor Code violations alleged in the PAGA Notice. Defendants deny the
17 allegations in the Operative Complaint, deny any failure to comply with the laws identified in
18 the Operative Complaint and deny any and all liability for the causes of action alleged.

19 2.3. On April 17, 2025, the parties participated in an all-day mediation presided over
20 by Kevin T. Barnes, which led to this Agreement to settle the Action.

21 2.4. Prior to mediation, Plaintiff obtained, through informal discovery: (1) time and
22 payroll records for a sampling of Aggrieved Employees during the PAGA Period; (2)
23 Defendants' policy documents; and (3) Plaintiff's personnel records.

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

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1 **3. MONETARY TERMS**

2 **3.1. Gross Settlement Amount.** Except as otherwise provided by Paragraph 8 below,
3 Defendants promise to pay \$286,000.00 and no more as the Gross Settlement Amount.
4 Defendants have no obligation to pay the Gross Settlement Amount prior to the deadlines stated
5 in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement
6 Amount 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 Defendants. Defendant Samuel
8 Hale's contribution to the Gross Settlement Amount is limited to \$35,000. Under no
9 circumstances will Defendant Samuel Hale contribute any sum more than \$35,000.

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

13 **3.2.1. To PAGA Counsel:** A PAGA Counsel Fees Payment of not more than
14 one-third (1/3) of the Gross Settlement Amount, subject to escalation
15 pursuant to section 8.1 of this Agreement and approval by the Court, which
16 is currently estimated to be \$95,333.33 and PAGA Counsel Litigation
17 Expenses Payment of not more than \$30,000.00. Defendants will not
18 oppose requests for Court approval of these payments provided that they
19 do not exceed these amounts. Plaintiffs and/or PAGA Counsel will file an
20 application or motion for PAGA Counsel Fees Payment and PAGA
21 Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees
22 Payment and/or a PAGA Counsel Litigation Expenses Payment less than
23 the amounts requested, the Administrator will allocate the remainder to the
24 Net Settlement Amount. Released Parties shall have no liability to PAGA
25 Counsel or any other Plaintiff's Counsel arising from any claim to any
26 portion any PAGA Counsel Fees Payment and/or PAGA Counsel
27 Litigation Expenses Payment. The Administrator will pay the PAGA
28 Counsel Fees Payment and PAGA Counsel Expenses Payment using one

1 or more IRS 1099 Forms. PAGA Counsel assume full responsibility and
2 liability for taxes owed on the PAGA Counsel Fees Payment and the
3 PAGA Counsel Litigation Expenses Payment and hold Defendants
4 harmless, and indemnify Defendants, from any dispute or controversy
5 regarding any division or sharing of any of these Payments. There will be
6 no additional charge of any kind to Aggrieved Employees or request for
7 additional consideration from Defendants for such work unless,
8 Defendants materially breach this Agreement, including any term
9 regarding funding, and further efforts are necessary from PAGA Counsel
10 to remedy said breach, including, without limitation, moving the Court to
11 enforce the Agreement.

12 3.2.2. **To the Administrator:** An Administrator Expenses Payment not to
13 exceed \$5,500.00 except for a showing of good cause and as approved by
14 the Court. To the extent the Administration Expenses are less, or the Court
15 approves payment less than \$5,500.00, the Administrator will retain the
16 remainder in the Net Settlement Amount.

17 3.2.3. **To the LWDA and Aggrieved Employees:** PAGA Penalties in the
18 amount of no less than \$28,600.00 to be paid from the Gross Settlement
19 Amount, with 75% (no less than \$21,450.00) allocated to the LWDA
20 PAGA Payment and 25% (no less than \$7,150.00) allocated to the
21 Individual PAGA Payments.

22 3.2.4.1. The Administrator will calculate each Individual PAGA Payment
23 by (a) dividing the amount of the Aggrieved Employees' 25%
24 share of PAGA Penalties (no less than \$7,150.00) by the total
25 number of PAGA Period Pay Periods worked by all Aggrieved
26 Employees during the PAGA Period and (b) multiplying the
27 result by each Aggrieved Employee's PAGA Period Pay Periods.
28

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

3.2.4.2. 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 PAYMENTS

4.1. **Aggrieved Employee Pay Periods.** Based on a review of Defendants' records as of mediation, the Parties understand there are 499 Aggrieved Employees who worked a total of 9,581 PAGA Pay Periods in the proposed PAGA group.

4.2. **Aggrieved Employee Data.** Within 14 days of the Effective Date, Defendants will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee's 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. Defendants have 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 Defendants 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.** Defendants shall fully fund the Gross Settlement Amount in five (5) installments by transmitting the funds to the Administrator according to the following payment schedule:

4.3.1. The first installment, representing \$135,000.00 of the Gross Settlement Amount, is due to the Administrator within 30 days of the Effective Date.

1 4.3.2. The remaining four installments shall each be in the amount of
2 \$37,500.00, due to the Administrator every 30 days thereafter, with the final payment due within
3 365 days of the first installment.

4 **4.4. Payments from the Gross Settlement Amount.** Within 14 days after Defendants
5 fully fund the Gross Settlement Amount, the Administrator will mail checks for all Individual
6 PAGA Payments, the LWDA PAGA Payment, Administration Expenses Payment, PAGA
7 Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment. Disbursement of the
8 PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment shall not
9 precede disbursement of Individual PAGA Payments.

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

18 4.4.2. The Administrator must conduct an Aggrieved Employee Address Search
19 for all Aggrieved Employees whose checks are returned undelivered
20 without USPS forwarding address. Within 7 days of receiving a returned
21 check the Administrator must re-mail checks to the USPS forwarding
22 address provided or to an address ascertained through the Aggrieved
23 Employee Address Search. The Administrator need not take further steps
24 to deliver checks to Aggrieved Employees whose re-mailed checks are
25 returned as undelivered. The Administrator shall promptly send a
26 replacement check to any Aggrieved Employee whose original check was
27 lost or misplaced, requested by the Aggrieved Employee prior to the void
28 date.

1 4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is
2 uncashed and cancelled after the void date, the Administrator shall
3 transmit the funds represented by such checks to the California Controller's
4 Unclaimed Property Fund in the name of the Aggrieved Employee.

5 4.4.4. The payment of Individual PAGA Payments shall not obligate Defendants
6 to confer any additional benefits or make any additional payments to the
7 Aggrieved Employees (such as 401(k) contributions or bonuses) beyond
8 those specified in this Agreement.

9 **5. RELEASES OF CLAIMS**

10 Effective on the date when Defendants fully fund the entire Gross Settlement Amount,
11 Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

12 5.1. **Release by Aggrieved Employees:** All Aggrieved Employees are deemed to
13 release, on behalf of themselves and their respective former and present representatives, agents,
14 attorneys, heirs, administrators, successors, and assigns, Released Parties from all claims, rights,
15 demands, liabilities and causes of action that arose during the PAGA Period for civil penalties
16 under PAGA that were alleged, or reasonably could have been alleged, based on the facts stated
17 in the Operative Complaint and the PAGA Notice for PAGA civil penalties, including, but not
18 limited to, pursuant to Labor Code sections 210, 226.3, 558, 1174.5, 1197.1 and 2699.

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

21 The Parties agree to Plaintiff's filing of a motion for approval of this Settlement.

22 6.1. **Plaintiff's Responsibilities.** Plaintiff will prepare and endeavor to deliver to
23 Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor
24 Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of
25 PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed"
26 bid for administering the Settlement and attesting to its willingness to serve; competency;
27 operative procedures for protecting the security of Aggrieved Employee Data; amounts of
28 insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts

relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel attesting to their timely transmission to the LWDA of all necessary PAGA documents (initial notices of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (1)(1)), this Agreement (Labor Code section 2699, subd. (1)(2)); and (iv) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator.

6.2. **Responsibilities of PAGA Counsel.** PAGA Counsel are responsible for expeditiously finalizing and filing the motion for approval of this Settlement after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel are responsible for delivering the Court's Preliminary Approval to the Administrator.

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

7. SETTLEMENT ADMINISTRATION

7.1. **Selection of Administrator.** Plaintiff has 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.

1 7.2. **Employer Identification Number.** The Administrator shall have and use its own
2 Employer Identification Number for purposes of calculating payroll tax withholdings (if any) and
3 providing reports state and federal tax authorities.

4 7.3. **Qualified Settlement Fund.** The Administrator shall establish a settlement fund
5 that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury
6 Regulation section 468B-1.

7 7.4. **Administrator Duties.** The Administrator has a duty to perform or observe all
8 tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

9 **8. AGGRIEVED EMPLOYEE SIZE ESTIMATES and ESCALATOR**
10 **CLAUSE**

11 Based on Defendants’ records, the Parties understand that, as of the date of mediation,
12 there are 499 Aggrieved Employees who worked 9,581 Pay Periods during the PAGA Period.

13 8.1. **Escalator Clause.** The Settlement is based on the Parties’ understanding that there are
14 approximately 9,581 Pay Periods worked by Aggrieved Employees during the PAGA Period. In
15 the event the actual number of Pay Periods worked during the PAGA Period increases by more
16 than 10% or 958 Pay Periods, then, then the Gross Settlement Amount shall be increased
17 proportionally by the Pay Periods in excess of 9,581 Pay Periods multiplied by the Pay Period
18 Value. The Pay Period Value shall be calculated by dividing the originally agreed-upon Gross
19 Settlement Amount (\$286,000.00) by 9,581, which amounts to a Pay Period value of \$29.85.
20 Thus, for example, should there be 11,000 Pay Periods in the PAGA Period, then the Gross
21 Settlement Amount shall be increased by \$42,357 ((11,000 Pay Periods – 9,581 Pay Periods) x
22 \$29.85 per Pay Period). Any payment based on the triggering of the escalator will be paid solely
23 by TWS FACILITY SERVICES, Inc, as a result, Defendant Samuel Hale will not be responsible
24 for any additional contributions.

25 **9. CONTINUING JURISDICTION OF THE COURT**

26 The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the
27 Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or
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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, 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 Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' 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, Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

10.2. **Integrated Agreement.** Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits 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, any portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

10.6. **No Tax Advice.** Neither Plaintiff, PAGA Counsel, 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.

1 10.9. **Applicable Law.** All terms and conditions of this Agreement and its exhibits will
2 be governed by and interpreted according to the internal laws of the state of California, without
3 regard to conflict of law principles.

4 10.10. **Cooperation in Drafting.** The Parties have cooperated in the drafting and
5 preparation of this Agreement. This Agreement will not be construed against any Party on the
6 basis that the Party was the drafter or participated in the drafting.

7 10.11. **Confidentiality.** To the extent permitted by law, all agreements made, and orders
8 entered during Action and in this Agreement relating to the confidentiality of information shall
9 survive the execution of this Agreement.

10 10.12. **Use of Aggrieved Employee Data.** Information provided to PAGA Counsel
11 pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to
12 PAGA Counsel by Defendants in connection with the mediation, other settlement negotiations,
13 or in connection with the Settlement, may be used only with respect to this Settlement, and no
14 other purpose, and may not be used in any way that violates any existing contractual agreement,
15 statute, or rule of court.

16 10.13. **Headings.** The descriptive heading of any section or paragraph of this Agreement
17 is inserted for convenience of reference only and does not constitute a part of this Agreement.

18 10.14. **Calendar Days.** Unless otherwise noted, all reference to “days” in this Agreement
19 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
20 weekend or federal legal holiday, such date or deadline shall be on the first business day
21 thereafter.

22 10.15. **Notice.** All notices, demands or other communications between the Parties in
23 connection with this Agreement will be in writing and deemed to have been duly given as of the
24 third business day after mailing by United States mail, or the day sent by email or messenger,
25 addressed as follows:

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1 To Plaintiff:

2 **BIBIYAN LAW GROUP, P.C.**
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3 *david@tomorrowlaw.com*
Vedang J. Patel (SBN 328647)
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7
8 To Defendants:

9 **FISHER & PHILLIPS LLP**
10 Boris Sorsher (SBN 251718)
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11 2050 Main Street, Suite 1000
Irvine, California 92614
12 Telephone: (949) 851-2424
13 Facsimile: (949) 851-0152

14 Counsel for Defendant SAMUEL HALE, LLC

15 **PALMIERI, TYLER, WIENER,**
16 **WILHELM & WALDRON LLP**
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18 *eoyama@ptwww.com*
19 1900 Main Street, Suite 700
Irvine, CA 92614
20 Tele: 949.851.7271
Fax: 949.825.5438

21 Counsel for Defendant TWS FACILITY SERVICES, INC.

22
23 10.16. **Execution in Counterparts.** This Agreement may be executed in one or more
24 counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this
25 Agreement shall be accepted as an original. All executed counterparts and each of them will be
26 deemed to be one and the same instrument if counsel for the Parties will exchange between
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1 themselves signed counterparts. Any executed counterpart will be admissible in evidence to
2 prove the existence and contents of this Agreement.

3 10.17. **Stay of Litigation.** The Parties agree that upon the execution of this Agreement
4 the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further
5 agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the
6 date to bring a case to trial under CCP section 583.310 for the entire period of this settlement
7 process.

8 10.18. **Severability.** In the event that one or more of the provisions contained in this Agreement
9 shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity,
10 illegality, or unenforceability shall in no way effect any other provision if Defense Counsel and
11 PAGA Counsel, on behalf of the Parties and the Aggrieved Employees, mutually elect in writing
12 to proceed as if such invalid, illegal, or unenforceable provision had never been included in this
13 Agreement.

14 **IT IS SO AGREED:**

15 Date: 05/05/2026



Francisco Poroj Alvarez

17 Date: _____

Samuel Hale, LLC



19 Name: Jonathan Douglas

20 Title: General Counsel

22 Date: _____

TWS Facility Services, Inc.

24 Name: _____

25 Title: _____

26 ///

27 ///

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 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.

10.18. **Severability.** In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way effect any other provision if Defense Counsel and PAGA Counsel, on behalf of the Parties and the Aggrieved Employees, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

IT IS SO AGREED:

Date: _____

Francisco Poroj Alvarez

Date: _____

Samuel Hale, LLC

Name: _____

Title: _____

Date: 5/15/2026 _____

TWS Facility Services, Inc.

DocuSigned by:

Brian Streuter

62951929C487466...

Name: Brian Streuter

Title: President

///

///

1 **AGREED AS TO FORM ONLY:**

2 Date: 5/5/2026

Bibiyan Law Group, P.C.

3 Vedang J. Patel

4 David D. Bibiyan

Vedang J. Patel

5 Counsel for Plaintiff

6 Date: _____

Fisher & Phillips LLP

7 /s/ BORIS SORSHER

8 Boris Sorsher

9 Counsel for Defendant Samuel Hale, LLC

10 ///

11
12 Date: _____

13 PALMIERI, TYLER, WIENER, WILHELM &
14 WALDRON LLP

15 Erica M. Sorosky

16 Counsel for Defendant TWS Facility Services, Inc.

AGREED AS TO FORM ONLY:

Date: _____

Bibiyan Law Group, P.C.

David D. Bibiyan
Vedang J. Patel
Counsel for Plaintiff

Date: _____

Fisher & Phillips LLP

Boris Sorsher
Counsel for Defendant Samuel Hale, LLC

///

Date: May 26, 2026 _____

PALMIERI, TYLER, WIENER, WILHELM &
WALDRON LLP



Erica M. Sorosky
Counsel for Defendant TWS Facility Services, Inc.