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16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

17 **COUNTY OF SANTA CLARA**

18 ANGELICA M. GUITERREZ,
19 individually, and on behalf of all other
aggrieved employees,

20 Plaintiff,

21 v.

22 RESMEX PARTNERS SRSJ LLC, a
California limited liability company;
23 RESMEX GROUP, INC., a Delaware
stock corporation; RESMEX PARTNERS
24 LLC, a Delaware limited liability
company; and DOES 1 through 50,
25 inclusive,

26 Defendants.

CASE NO.: 24CV440819

[Assigned for all purposes to the
Honorable Theodore C. Zaynor, Dept. 19]

**STIPULATION FOR SETTLEMENT AND
RELEASE UNDER THE PRIVATE
ATTORNEYS GENERAL ACT,
CALIFORNIA LABOR CODE § 2698, ET
SEQ.**

Action Filed: June 10, 2024

Trial Date: None Set

1 This Stipulation for Settlement and Release (“Agreement” or “Settlement”) under the
2 Private Attorneys General Act, California Labor Code section 2698 et seq. (“PAGA”), is made
3 by and between Angelica M. Gutierrez (“Plaintiff”), individually and as representative on behalf
4 of allegedly Aggrieved Employees as further defined herein and the State of California and
5 Resmex Partners SRSJ LLC, Resmex Group, Inc., and Resmex Partners LLC (“Defendants”).
6 Plaintiff and Defendants are collectively referred to herein as the “Parties” and may be
7 individually referred to as a “Party.”

8 **A. FACTUAL BACKGROUND**

9 1. This Settlement is made and entered into by and between Plaintiff and Defendants,
10 and is subject to the terms and conditions hereof, and to the Court’s approval. The Parties
11 expressly acknowledge that this Agreement is entered into solely for the purpose of
12 compromising significantly disputed claims and that nothing herein is an admission of liability
13 or wrongdoing by Defendants. Defendants deny that they are liable to Plaintiff or the Aggrieved
14 Employees and deny they have violated any law.

15 2. On March 26, 2024, Plaintiff filed a notice with the Labor & Workforce
16 Development Agency (“LWDA”) alleging that Defendants violated Labor Code Sections 201,
17 202, 203, 226, 226.7, 432, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1198.5, 2802, and Industrial
18 Welfare Wage Order 5-2001, Sections §§3, 4, 7, 9, 11, 12, 14 (“suitable seating”) and 20 (“PAGA
19 Notice”).

20 3. On June 10, 2024, Plaintiff filed her PAGA Complaint in Superior Court of the
21 State of California for the County of Santa Clara, Case Number: 24CV440819 (hereinafter the
22 “Action”). After stipulation between the Parties based upon a signed arbitration agreement by
23 Plaintiff, the parties agreed to remove the class allegations and allow Plaintiff to proceed on a
24 PAGA wide basis only. As a result, Plaintiff’s complaint is based upon PAGA seeking civil
25 penalties only, predicated on Defendants’ alleged failure to provide meal and rest periods, failure
26 to pay overtime wages, minimum wages, all wages due to discharged and quitting employees,
27 failure to provide itemized wage statements, failure to maintain required records, and the failure
28 to reimburse employees for necessary expenditures incurred in the discharge of duties.

4. On July 30, 2024, Defendants filed a Notice of Appearance.

5. The Parties attended mediation on September 10, 2025, with the highly experienced mediator Gig Kyriacou, Esq. The Parties reached this Settlement of the Action on a PAGA only basis subject to Court approval.

6. The Parties recognize the risk, expense, and delay in continuing the Action, and therefore believe the Settlement to be fair, reasonable, and adequate. Accordingly, the Parties desire to settle, compromise, and discharge all disputes and claims arising from or relating to the Action.

B. DEFINITIONS

1. “Action” means *Angelica M. Gutierrez v. Resmex Partners SRSJ LLC*, Superior Court of the State of California for the County of Santa Clara, Case Number: 24CV440819.

2. “Aggrieved Employees” means all non-exempt, hourly current and former employees who worked for Defendants in the State of California, at any time from April 6, 2023, through November 10, 2025.

3. "Agreement" or "Settlement" means this Stipulation for Settlement and Release.

4. "Plaintiff's Counsel" means Scott Ernest Wheeler and Justin A. Wheeler of The Wheeler Law Firm, APC.

5. “Complaint” means the operative complaint on file in this Action, filed on June 10, 2024.

6. "Court" means Superior Court of the State of California, for the County of Santa Clara.

7. “Defendants” means Resmex Partners SRSJ LLC, Resmex Group, Inc., and Resmex Partners LLC.

8. "Effective Date" means the date on which the Superior Court's Order and Judgment approving the Settlement is entered by the Court.

9. “Enhancement Payment” means the amount that the Court authorizes to be paid to the named Plaintiff in recognition of her efforts and risks in assisting with the prosecution of the Action. Subject to the Court granting approval of the Settlement, the Parties agree that the

1 named Plaintiff shall be paid up to Six Thousand Dollars and Zero Cents (\$6,000.00). The
2 Enhancement Payment will be paid from the Gross Settlement Amount. It is understood by
3 Plaintiff that the Court has final discretion as to the approval and payment of any Enhancement
4 Payment.

5 10. "Gross Settlement Amount" means the gross amount of One Hundred, Thirty-six
6 Thousand, Seven Hundred and Twenty-five Dollars and Zero Cents (\$136,725.00) to be paid by
7 Defendants as provided by this Agreement to fully and finally settle, resolve, and conclude this
8 Action as to Released Parties, as providing under this Agreement, without any admission of fault
9 or liability. The Gross Settlement Amount includes all Individual Settlement Payments to
10 Aggrieved Employees, payment to the LWDA, Settlement Administration Costs, Attorneys' Fees
11 and Costs, and the Enhancement Payment to Plaintiff.

12 11. "Individual Settlement Payment" means the amount payable from the Net
13 Settlement Fund to each Aggrieved Employee.

14 12. "Order and Judgment" means the Court's Order granting approval of the PAGA
15 Settlement and entering Judgment, in the form substantially similar to that attached to this
16 Agreement as **Exhibit A**.

17 13. "Net Settlement Fund" means the balance of the Gross Settlement Amount
18 remaining after deduction of the approved Enhancement Payment to Plaintiff, Attorneys' Fees
19 and Costs, and Settlement Administration Costs.

20 14. "PAGA Period" means the period of April 3, 2023, through November 10, 2025.

21 15. "Parties" means Plaintiff and Defendants, together.

22 16. "Plaintiff" means Angelica M. Gutierrez.

23 17. "PAGA Released Claims" shall mean: All claims for statutory penalties released
24 by Plaintiff that were or could have been sought by the Labor Commissioner for the violations
25 identified in Plaintiff's pre-filing letter to the LWDA dated March 26, 2024, and the operative
26 Complaint.

27 18. "Released Parties" means Defendants and their agents, employees, officers,
28 directors and attorneys.

1 19. “Settlement Administration Costs” means the fees and expenses reasonably
2 incurred by the Settlement Administrator as a result of the procedures and processes expressly
3 required for completion of the Settlement and by this Agreement, which are estimated at Five
4 Thousand Dollars (\$5,000). Any portion of the Settlement Administration Costs not used or
5 approved by the Court shall be added to the Net Settlement Fund.

6 20. “Settlement Administrator” means Phoenix Settlement Administrators.

7 **C. PAYMENT OF CONSIDERATION**

8 1. Settlement Consideration. Defendants shall pay the Gross Settlement Amount as
9 specified in this Agreement, which shall be used to pay: (1) Attorneys’ Fees and Costs; (2)
10 Enhancement Payment; (3) Settlement Administration Costs; and (4) payment to the LWDA.
11 The Parties agree that this is a non-reversionary Settlement and that no portion of the Gross
12 Settlement Amount shall revert to Defendant. Payment shall be made to the Settlement
13 Administrator for disbursement in accordance with this Agreement and the Order and Judgment
14 approving the PAGA Settlement. Except as set forth in paragraph C.2 herein, under no
15 circumstances shall Defendants be responsible under this Settlement for payment of more than
16 the Gross Settlement Amount.

17 2. Pay Periods. The Gross Settlement Amount was calculated with, and is premised
18 on, Aggrieved Employees working 5,469 compensable pay periods in California during the
19 PAGA Period (“Affected Pay Periods”).

20 3. Funding of the Gross Settlement Amount. In exchange for the releases,
21 obligations, and promises set forth in this Agreement (and subject to the terms and conditions
22 contained in this Agreement), Defendants shall fully fund the Gross Settlement Amount by
23 transmitting the Gross Settlement Amount to the Settlement Administrator by wire
24 transmission to the Settlement Administrator by June 30, 2026, or within thirty (30) calendar
25 days after the Effective Date, whichever occurs later. Any interest that is earned on the Gross
26 Settlement Amount shall be allocated to the Net Settlement Fund. The Parties agree to cooperate
27 with the Settlement Administrator and one another to the extent reasonably necessary to carry
28 out the provisions of this Section.

1 4. Allocation of the Net Settlement Fund. The Net Settlement Fund shall be used to
2 satisfy Individual Settlement Payments to Aggrieved Employees and payment to the LWDA in
3 accordance with the terms of this Agreement. The Net Settlement Fund is the maximum amount
4 that will be available for distribution to the LWDA and Aggrieved Employees in full satisfaction
5 of all Released Claims. Pursuant to PAGA, seventy-five percent (75%) of the Net Settlement
6 Fund will be paid to the LWDA, and the remaining twenty-five percent (25%), will be paid to all
7 Aggrieved Employees ("Net PAGA Payment").

8 5. Calculation of Individual Settlement Payments. The Settlement Administrator
9 shall calculate the Individual Settlement Payments by dividing the Net PAGA Payment by the
10 total number of Affected Pay Periods. That value will then be multiplied by the number of pay
11 periods worked by each respective Aggrieved Employee during the PAGA Period. Aggrieved
12 Employees are entitled to 100% of the Net PAGA Payment.

13 6. Tax Treatment of Individual Settlement Payment. All Individual Settlement
14 Payments shall be allocated 100% as penalties. The amount of payments shall be reported on an
15 IRS Form 1099 (to the extent required by law) by the Settlement Administrator and shall not be
16 subject to local, state or federal tax withholdings.

17 7. No Credit Toward Benefit Plans. Payments to Aggrieved Employees as
18 referenced herein will not be utilized to calculate any additional benefits under any benefit plans
19 to which any Aggrieved Employee may be eligible, including, but not limited to profit-sharing
20 plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO
21 plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement
22 Agreement will not affect any rights, contributions, or amounts to which any Covered Employee
23 may be entitled under any benefit plans.

24 8. Enhancement Payment. Defendant agrees not to oppose or impede any
25 application or motion by Plaintiff for an Enhancement Payment of up to Six Thousand Dollars
26 and Zero Cents (\$6,000) to the named Plaintiff. The Enhancement Payment shall be paid from
27 the Gross Settlement Amount, and shall be paid in addition to Plaintiff's Individual Settlement
28 Payment as an Aggrieved Employee. It is understood by Plaintiff that the Court has final

1 discretion in any Enhancement Payment. The Settlement Administrator shall issue an IRS Form
2 1099 to Plaintiff reflecting the Enhancement Payment. Plaintiff shall be solely and legally
3 responsible to pay any and all applicable taxes on his Enhancement Payment and shall hold
4 harmless Defendants from any claim or liability for taxes, penalties, or interest arising as a result
5 of the Enhancement Payment. Any portion of the Enhancement Payment not awarded to Plaintiff
6 shall be added to the Net Settlement Fund and shall be distributed to Aggrieved Employees as
7 provided in this Agreement.

8 9. Attorneys' Fees and Costs. In full satisfaction of all claims Plaintiff may have for
9 attorneys' fees, litigation costs, and expenses arising out of the Action, Defendants agree that
10 Plaintiff's Counsel may apply to the Court for an amount of reasonable attorneys' fees not to
11 exceed Forty-five Thousand, Five Hundred and Twenty-nine Dollars and Forty-three Cents
12 (\$45,529.43) and will request actual costs, up to a maximum of Fifteen Thousand Dollars and
13 Zero Cents (\$15,000) ("Attorneys' Fees and Costs"), pursuant to PAGA, which provides for the
14 recovery of attorneys' fees and costs, which shall be paid from the Gross Settlement Amount.
15 The Settlement Administrator shall issue an IRS Form 1099 to Plaintiff's Counsel reflecting the
16 awarded attorneys' fees, costs, and expenses. The Parties understand that the Court makes the
17 final determination on the award of Attorneys' Fees and Costs, and that any portion of these
18 amounts not awarded as Attorneys' Fees and Costs shall be added to the Net Settlement Fund
19 and distributed to Aggrieved Employees and LWDA as provided in this Agreement.

20 10. Settlement Administration Costs. The Settlement Administrator shall be paid for
21 the reasonable costs of administration of the Settlement from the Gross Settlement Amount,
22 currently estimated at \$5,000. These costs, which shall be paid from the Gross Settlement
23 Amount, shall include, *inter alia*, the required tax reporting on the Individual Settlement
24 Payments, the issuance of Form 1099 IRS forms, and providing necessary reports and
25 declarations. Any portion of the Settlement Administration Costs not allowed shall be added to
26 the Net Settlement Fund and shall be distributed to Aggrieved Employees and the LWDA as
27 provided in this Agreement.

1 **D. ADMINISTRATION OF SETTLEMENT**

2 1. Approval of PAGA Settlement. Plaintiff's Counsel shall request the entry of an
3 order and judgment granting approval of the Settlement pursuant to the terms of this Stipulation
4 for Settlement and Release, which shall include findings and orders: (i) approving the Settlement,
5 (ii) adjudging the terms to be fair, reasonable, and adequate and binding on the State of
6 California, (iii) reciting the release terms, (iv) directing that the Settlement's terms and provisions
7 be carried out; (v) entering final judgment in accordance with this Agreement and without further
8 fees or costs to any party except as expressly set forth in this Agreement; and (vi) retaining
9 jurisdiction to oversee administration and enforcement of the terms of this Agreement and the
10 Court's orders. Plaintiff's motion shall be unopposed by Defendant, unless Plaintiff's approval
11 motion seeks relief inconsistent with or not specified by this Agreement. In such event, Defendant
12 reserves the right to address any assertions that are not consistent with this Agreement.

13 2. Settlement Administration. The Parties agree to cooperate in the administration
14 of the Settlement and to make all reasonable efforts to control and minimize the costs and
15 expenses incurred in the administration of the Settlement. The Settlement Administrator shall
16 provide the following services:

- 17 a. Calculate the Individual Settlement Payment to be paid to each Covered
18 Employee in accordance with the terms and provisions of this Agreement;
19 b. Print and issue Individual Settlement Payment checks;
20 c. Verify the last known address for each Covered Employee through a
21 generally utilized, national address update database prior to mailing the
22 Individual Settlement Payment check;
23 d. Disburse any awards of costs and attorneys' fees;
24 e. Prepare and issue 1099 Forms; and
25 f. Perform such other tasks necessary to effectuate the terms of this
26 Agreement or as the Parties mutually agree or the Court orders the Parties
27 to perform.

28 3. Delivery of the Covered Employee List and Data. Within ten (10) calendar days

1 after the Effective Date, Defendant shall make its best good faith attempt to provide the
2 Settlement Administrator with a Microsoft Office Excel spreadsheet that includes each
3 Aggrieved Employees full name; employee number; most recent mailing address; social security
4 number; and number of Compensable Pay Periods worked by the employee during the PAGA
5 Period. All information provided by Defendant to the Settlement Administrator shall remain
6 confidential and will not be disclosed to any person except as reasonably necessary for the
7 Settlement Administrator to carry out its duties, or pursuant to Defendant's express written
8 authorization or by order of the Court in the Action.

9 4. Timing of Distribution. Within fourteen (14) calendar days after the payment of
10 the entire Gross Settlement Amount, the Settlement Administrator shall initiate payments to: (a)
11 Aggrieved Employees; (b) the Labor and Workforce Development Agency; (c) Plaintiff; and (d)
12 Plaintiff's Counsel. The Settlement Administrator will issue the appropriate tax forms for all
13 payments issued under this Settlement.

14 5. Mailing of Individual Settlement Payments to Aggrieved Employees:

15 a. When making payments to the Aggrieved Employees as provided for in
16 this Agreement, the Settlement Administrator will mail to each Aggrieved Employee, via first-
17 class United States Mail, the following: (a) the PAGA Settlement Notice in English and Spanish,
18 attached as **Exhibit B**; and (b) their Individual PAGA Payment (collectively, the "PAGA
19 Packet").

20 b. Prior to mailing, the Settlement Administrator will update all addresses
21 using the National Change of Address System (NCOA). In the event that a PAGA Packet is
22 returned to the Settlement Administrator with a forwarding address, the Settlement Administrator
23 will re-send the PAGA Packet to the forwarding address identified. If no forwarding address is
24 provided, then the Settlement Administrator will promptly conduct a "standard search,"
25 sometimes called, "Skip Trace" or "Credit Header" searches, to locate a better address. If a better
26 address is found, the Settlement Administrator will promptly re-send the PAGA Packet. If a
27 better address is not found or the PAGA Packet is ultimately returned without a forwarding
28 address, neither the Settlement Administrator, Defendants, Defense Counsel, Plaintiff's Counsel

1 or named Plaintiff shall be required to take further action.

2 c. Aggrieved Employees shall have 180 calendar days after the date the
3 PAGA Packet is mailed to them to cash their settlement payment checks. If any Covered
4 Employee's check is not cashed within that period, the settlement payment check will be voided
5 and a stop-payment will be issued. Neither Defendants, Defendants' counsel, Plaintiff, nor
6 Plaintiff's Counsel will have any liability for lost or stolen settlement payment checks, forged
7 signatures on settlement payment checks, unauthorized negotiation of settlement payment checks
8 or failure to timely cash a settlement payment check within the 180-day period.

9 d. Any unpaid cash residue or unclaimed Covered Employee funds, plus any
10 accrued interest that has not otherwise been distributed pursuant to order of the Court, shall be
11 delivered shall be delivered to the State of California LWDA consistent with the purposes of
12 PAGA.

13 6. Additional PAGA Pay Periods. It is currently estimated that Aggrieved
14 Employees will have worked 5,469 Pay Periods through September 10, 2025. Plaintiff will
15 provide Defendants with ten (10) days notice of her intent to file a Motion for Approval of the
16 PAGA Settlement or Stipulation and Order Requesting Approval of the PAGA Settlement. In the
17 event the actual total number of pay periods exceeds ten percent (10%) of the estimated 5,469
18 Pay Periods, or 6,016 Pay Periods, the Gross Settlement Amount will be increased on a pro rata
19 basis per pay period over 6,016 Pay Periods.

20 7. Notice to LWDA.

21 a. Plaintiffs' Counsel shall be responsible for submitting the final executed
22 Agreement and moving papers in support of Court approval to the LWDA upon filing with the
23 Court pursuant to Labor Code section 2699, but in no event less than three (3) days after this
24 Stipulation for Settlement and Release, and the application or motion thereon is filed. (Plaintiff
25 represents that he has submitted a file-stamped copy of the Complaint to the LWDA pursuant to
26 Labor Code section 2699(l)(1).

27 b. Plaintiff shall further be responsible for submitting a copy of any order or
28 judgment providing for or denying an award of civil penalties under PAGA, including any order

1 and judgment approving this Settlement, to the LWDA within ten (10) days after entry of the
2 judgment or order pursuant to Labor Code section 2699.

3 **E. RELEASE OF CLAIMS**

4 1. Release of Claims by Plaintiff on behalf of the State of California. Upon the
5 payment of the Gross Settlement Amount by Defendant, Plaintiff on behalf of the State of
6 California, shall be deemed to have fully and finally released and discharged the Released Parties
7 from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses,
8 attorneys' fees, damages, action or causes of action contingent or accrued for, during the time
9 period from April 6, 2023, through November 10, 2025, arising out of Plaintiff's LWDA letter
10 dated March 26, 2024, and PAGA claim asserted in the operative complaint based upon the
11 following: 1) failure to provide meal periods; 2) failure to provide rest periods, 3) failure to pay
12 overtime wages, 4) failure to pay minimum wages, 5) failure to pay all wages due to discharged
13 and quitting employees, 6) failure to furnish accurate itemized wage statements, 7) failure to
14 maintain required records; 8) failure to reimburse for necessary expenditures incurred in the
15 discharge of duties; 9) failure to provide suitable seating; 10) failure to provide wage theft
16 information pursuant to Labor Code Section 2810.5; and 11) the failure to provide all documents
17 signed or obtained in connection with employment, in violation of Labor Code Section 432.

18 2. No Right to Opt-Out. The Parties agree there is no statutory right for any Covered
19 Employee to opt out or otherwise exclude himself or herself from the Settlement.

20 3. General Release and Waiver of Claims by Plaintiff. Plaintiff (on behalf of herself
21 and her spouse, heirs, executors, administrators, trustees, and/or permitted assigns) also agrees
22 to a general release of any and all claims against the Released Parties—which shall include
23 without limitation any and all claims which in any way relate to her employment with Defendants
24 or cessation thereof, under State or Federal law, in tort, common law, statute, contract, or equity,
25 whether pled in the Complaint or not, including but not limited to any claims under the FLSA,
26 Title VII, ADA, FEHA, ADEA, PAGA, California Labor Code, or any Industrial Welfare
27 Commission Wage Order—now existing or arising in the future, based on any act, omission,
28 event, occurrence, or nonoccurrence from the beginning of time to the date of execution hereof.

1 4. Waiver of Civil Code section 1542. Plaintiff (including expressly the Aggrieved
2 Employees with respect to the Released Claims only) expressly waives and relinquishes, to the
3 fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the
4 California Civil Code, which provides: “**A general release does not extend to claims that the
5 creditor or releasing party does not know or suspect to exist in his or her favor at the time
6 of executing the release and that, if known by him or her, would have materially affected
7 his or her settlement with the debtor or released party.**” Notwithstanding the provisions of
8 section 1542, and for the purpose of implementing a full and complete release and discharge of
9 all of the claims released herein, Plaintiff (including the Aggrieved Employees with respect to
10 the Released Claims only) expressly acknowledges that this Settlement is intended to include in
11 its effect, without limitation, all claims released herein which Plaintiff does not know or suspects
12 to exist in her favor at the time of execution hereof, and that the Settlement contemplates the
13 extinguishment of all such claims.

14 5. No Additional Attorneys’ Fees or Costs. The Parties agree to bear their own
15 attorneys’ fees and costs related to this Action except as specifically provided in this Agreement.

16 **F. MISCELLANEOUS**

17 1. Tax Liability. Defendants, Defense Counsel, the Settlement Administrator, and
18 Plaintiff’s Counsel make no representation as to the tax treatment or legal effect of the payments
19 called for hereunder, and Plaintiff and Aggrieved Employees are not relying on any statement,
20 representation, or calculation by Defendants, Defense Counsel, Plaintiff’s Counsel, or by the
21 Settlement Administrator in this regard. Plaintiff and Aggrieved Employees understand and agree
22 that they will be solely responsible for the payment of any and all taxes and penalties assessed
23 on their respective payments described herein and will defend, indemnify, and hold Defendants,
24 Defense Counsel, Plaintiff’s Counsel and the Settlement Administrator free and harmless from
25 and against any claims resulting from treatment of such payments as non-taxable
26 penalties/damages.

27 2. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR
28 PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY

1 TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER
2 PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS
3 AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN
4 OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR
5 WAS INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR
6 DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX
7 ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT
8 CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY
9 (A) HAS RELIED EXCLUSIVELY UPON HIS OR ITS OWN, INDEPENDENT LEGAL AND
10 TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH
11 THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON
12 THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR
13 TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY
14 COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY
15 OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
16 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER
17 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY
18 OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF
19 WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
20 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
21 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
22 AGREEMENT.

23 3. Confidentiality. Plaintiff represents and agrees that he has not and will not
24 disclose or publish the existence of this Agreement through the news media, social media,
25 websites, litigation reporting service or through any other means, except as reasonably necessary
26 to obtain Court approval and administer the terms of the Settlement, or to enforce this Agreement.
27 Plaintiff's counsel can use the existence of this matter and the Settlement for adequacy of counsel
28 declarations in future actions.

1 4. No Prior Assignments. The Parties and their counsel represent, covenant, and
2 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported
3 to assign, transfer, or encumber to any person or entity any portion of any liability, claim,
4 demand, action, cause of action or right herein released and discharged. None of the rights,
5 commitments, or obligations recognized under this Agreement may be assigned by any Party,
6 Plaintiff's Counsel, or Defense Counsel without the express written consent of each Party.
7 Plaintiff expressly warrants that Plaintiff has not transferred to any person or entity any right or
8 cause of action, or claim released by this Agreement.

9 5. Nullification of Settlement Agreement. In the event that the Court does not
10 approve the Settlement as provided herein, the Parties agree to meet and confer to address any
11 concerns the Court raises and determine whether resolution of the claims encompassed by the
12 Settlement can be obtained in a manner consistent with the Court's concerns. The Parties agree
13 to return to mediator Gig Kyriacou to assist in that process. If the Court does not grant approval
14 of the Settlement, and the Parties are not able to address any concerns the Court raises after
15 meeting and conferring, then the Settlement will be null and void and the Parties will be returned
16 to their original respective positions. However, a modification of amounts awarded to named
17 Plaintiff as an Enhancement Payment or to Plaintiff's counsel as attorney's fees and litigation
18 costs and expenses shall not be deemed a material modification of the Settlement.

19 6. Continued Jurisdiction. After entry of the judgment, the Court will have
20 continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement
21 of the terms of the Settlement, (ii) settlement administration matters, and (iii) such post-Court
22 Approval matters as may be appropriate under court rules or as set forth in this Settlement.

23 7. Entire Agreement. This Settlement Agreement constitutes the entirety of the
24 Parties' settlement terms. No other prior or contemporaneous written or oral agreements may be
25 deemed binding on the Parties.

26 8. Amendment or Modification. This Settlement Agreement may be amended or
27 modified only by a written instrument, signed by either the Parties or their successors-in-interest
28 or counsel for all Parties.

1 9. Cooperation. The Parties agree to cooperate jointly and to take all appropriate
2 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate
3 its terms and to execute any other documents required to effectuate the terms of this Agreement.
4 The Parties and their counsel will cooperate with each other and use their best efforts to effect
5 the implementation of the Settlement. If the Parties are unable to reach agreement on the form or
6 content of any document needed to implement the Settlement, or on any supplemental provisions
7 that may become necessary to effectuate the terms of this Agreement, the Parties may seek the
8 assistance of the Court to resolve such disagreement.

9 10. Binding on Successors and Assigns. This Settlement Agreement will be binding
10 upon, and inure to the benefit of, the successors or assigns of the Parties hereto.

11 11. California Law Governs. All terms of this Settlement Agreement will be governed
12 by and interpreted according to the laws of the State of California.

13 12. Execution and Counterparts. This Agreement is subject only to the execution of
14 all Parties. However, the Agreement may be executed in one or more counterparts. All executed
15 counterparts and each of them, including facsimile and scanned copies of the signature page, will
16 be deemed to be one and the same instrument provided that counsel for the Parties will exchange
17 among themselves original signed counterparts.

18 13. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe
19 this Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at
20 this Settlement after arm's-length negotiations.

21 14. Invalidity of Any Provision. Before declaring any provision of this Agreement
22 invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible
23 consistent with applicable precedents so as to define all provisions of this Agreement valid and
24 enforceable. If any immaterial provision of this Agreement is or becomes invalid or
25 unenforceable in any respect, the validity and enforceability of the remaining provisions
26 contained herein shall not be affected. Notwithstanding the foregoing, the releases contained
27 herein shall not be deemed severed or deleted from this Agreement except upon waiver in writing
28 by Defendant.

1 15. Captions. The captions and section numbers in this Agreement are inserted for the
2 reader's convenience, and in no way define, limit, construe or describe the scope or intent of the
3 provisions of this Agreement.

4 16. Waiver. No waiver of any condition or covenant contained in this Agreement or
5 failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or
6 constitute a further waiver by such party of the same or any other condition, covenant, right or
7 remedy.

8 17. Enforcement Action. In the event that one or more of the Parties institutes any
9 legal action or other proceeding against any other Party or Parties to enforce the provisions of
10 this Settlement or to declare rights and/or obligations under this Settlement, the successful Party
11 or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys'
12 fees and costs incurred in connection with any enforcement actions.

13 18. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms
14 and conditions of this Agreement. Accordingly, this Agreement will not be construed more
15 strictly against one party than another merely by virtue of the fact that it may have been prepared
16 by counsel for one of the Parties, it being recognized that, because of the arm's-length
17 negotiations between the Parties, all Parties have contributed to the preparation of this
18 Agreement.

19 19. Representation by Counsel. The Parties acknowledge that they have been
20 represented by counsel of their choosing throughout all negotiations that preceded the execution
21 of this Agreement, and that this Agreement has been executed with the consent and advice of
22 counsel, and reviewed in full.

23 20. Binding Agreement. The Parties warrant that they understand and have full
24 authority to enter into this Settlement, and further intend that this Agreement will be fully
25 enforceable and binding on all Parties, and agree that it will be admissible and subject to
26 disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality
27 provisions that otherwise might apply under federal or state law.

28 21. Denial of Liability. The Parties expressly recognize that the making of this

Agreement does not in any way constitute an admission or concession of wrongdoing on the part of Defendants. Nothing in this Settlement, nor any action taken in implementation thereof, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued or used during the course of this Action, is intended by the Parties to, nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in any other judicial, arbitral, administrative, investigative or other forum or proceeding, as evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, this Agreement may be used in any proceeding in the Court that has as its purpose the interpretation, implementation, or enforcement of the Settlement or any orders or judgments of the Court entered into in connection therewith, including, without limitation, by Defendants should any party seek relief against any of the Released Parties on any claims released herein.

IN WITNESS WHEREOF, the undersigned Parties and their duly authorized representatives accept and agree to the terms of this Agreement and hereby execute it voluntarily and with a full understanding of its consequences.

DATE: 11/21/2025

By:

DocuSigned by:
Angelica Gutierrez
4193955F37034C8...

Angelica M. Guterrez

RESMEX GROUP, INC.

DATE:

By:

[PRINT NAME]

Defendant

1 Agreement does not in any way constitute an admission or concession of wrongdoing on the part
2 of Defendants. Nothing in this Settlement, nor any action taken in implementation thereof, nor
3 any statements, discussions or communications, nor any materials prepared, exchanged, issued
4 or used during the course of this Action, is intended by the Parties to, nor will any of the foregoing
5 constitute, be introduced, be used or be admissible in any way in any other judicial, arbitral,
6 administrative, investigative or other forum or proceeding, as evidence of any violation of any
7 federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any
8 obligation or duty at law or in equity. Notwithstanding the foregoing, this Agreement may be
9 used in any proceeding in the Court that has as its purpose the interpretation, implementation, or
10 enforcement of the Settlement or any orders or judgments of the Court entered into in connection
11 therewith, including, without limitation, by Defendants should any party seek relief against any
12 of the Released Parties on any claims released herein.

13 **IN WITNESS WHEREOF**, the undersigned Parties and their duly authorized
14 representatives accept and agree to the terms of this Agreement and hereby execute it voluntarily
15 and with a full understanding of its consequences.

16
17 DATE:

18
19 By: _____
Angelica M. Guterrez

20
21
22 DATE: April 6, 2026

RESMEX GROUP, INC.

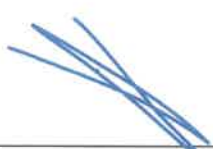
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24 By: _____
[PRINT NAME]

25 Defendant
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RESMEX PARTNERS SRSJ LLC

DATE: April 6, 2026

By: 
[PRINT NAME]

Defendant

RESMEX PARTNERS LLC

DATE: April 6, 2026

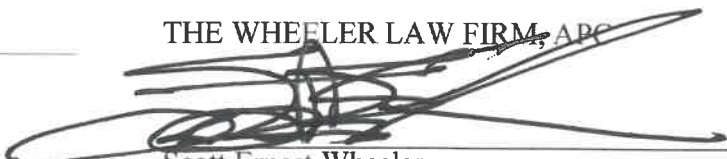
By: 
[PRINT NAME]

Defendant

APPROVED AS TO FORM ONLY:

DATE: 4/6/26

THE WHEELER LAW FIRM, APC



Scott Ernest Wheeler
Justin A. Wheeler

Attorneys for Plaintiff and the other Aggrieved
Employees

DATE: April 6, 2026

THE MITZEL GROUP, LLP



Krista L. Mitzel
Lindley Frahley
Sara McDuffie

Attorneys for Defendants, Resmex Group, Inc.,
Resmex Partners SRSJ LLC, & Resmex Partners LLC

EXHIBIT A

1 **THE WHEELER LAW FIRM, APC**

2 Scott Ernest Wheeler (SBN 187998)

3 Justin A. Wheeler (SBN 342226)

4 250 West First Street, Suite 216

5 Claremont, California 91711

6 Telephone: (909) 621-4988

7 Facsimile: (909) 621-4622

8 Email: sew@scottwheelerlawoffice.com

9 jaw@scottwheelerlawoffice.com

10 *Attorneys for Plaintiff and on behalf of all other*
11 *aggrieved employees*

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

13 **COUNTY OF SANTA CLARA**

14 ANGELICA M. GUTIERREZ, individually,
15 and on behalf of all others similarly situated,

16 Plaintiff,

17 v.

18 RESMEX PARTNERS SRSJ LLC, a
19 California limited liability company;
20 RESMEX GROUP, INC., a Delaware stock
21 corporation; RESMEX PARTNERS LLC, a
22 Delaware limited liability company;
23 and DOES 1 through 50, inclusive,

24 Defendants.

CASE NO.: 24CV440819

**[PROPOSED] ORDER GRANTING
APPROVAL OF PAGA SETTLEMENT
AND ENTERING JUDGMENT**

1 **[PROPOSED] ORDER AND JUDGMENT**

2 The Court has before it the Motion for Approval of PAGA Settlement, submitted by
3 Plaintiff Angelica M. Guterrez (“Plaintiff”) and Defendants, Resmex Partners SRSJ LLC,, Resmex
4 Group, Inc., and Resmex Partners LLC (“Defendants”) (collectively, the “Parties”), indicating that
5 they have reached a settlement that will resolve this matter in its entirety. The Stipulation, and
6 therefore this Order and Judgment incorporates the following defined terms.

7 Having received and considered the Settlement Agreement, the supporting papers filed by
8 Plaintiff¹, the Court grants approval of the Settlement and **HEREBY ORDERS AND MAKES**
9 **THE FOLLOWING DETERMINATIONS:**

10 1. Except as otherwise defined in this Order and Judgment (“Order”), all capitalized
11 terms have the same meaning as defined in the Settlement Agreement.

12 2. The California Labor Workforce and Development Agency (“LWDA”) has been
13 provided notice of the Settlement in accordance with PAGA, California Labor Code § 2699(1)(2),
14 (1)(4). In particular, on the date Plaintiff filed the motion seeking approval of the Settlement with
15 the Court, she submitted to the LWDA a notice of the Settlement enclosing a copy of the Settlement
16 Agreement. Plaintiff’s notice of the Settlement to the LWDA complied with the notice
17 requirements of PAGA.

18 3. The Court has jurisdiction over the subject matter of this litigation, over all
19 Aggrieved Employees, and over those individuals undertaking affirmative obligations under the
20 Settlement.

21 4. The PAGA Period is April 6, 2023, through November 10, 2025.

22 5. The Settlement is approved under Labor Code § 2699(1)(2).

23 6. The PAGA Settlement Notice to Aggrieved Employees fairly and adequately
24 describes the Action, the approved Settlement, and is the best notice practicable under the
25 circumstances.

26
27 ¹ The Court has also reviewed and considered the records and files of this case, as well as
28 all documents submitted in connection with Plaintiff’s Motion for Approval of the PAGA
Settlement, including the Declaration of Scott Ernest Wheeler.

1 7. The Court finds that each Aggrieved Employee, in accordance with the Settlement,
2 releases all Released Claims against the Released Parties.

3 8. The Gross Settlement Amount and the methodology used to calculate the PAGA
4 Payment and Individual PAGA Payments set forth in the Settlement Agreement are approved.

5 9. The Court approves the Enhancement Payment to Plaintiff in the amount of \$6,000
6 to Plaintiff Angelica M. Guterrez. The Court authorizes the Settlement Administrator to make this
7 payment, in accordance with the terms of the Settlement Agreement.

8 10. The Court approves Phoenix Settlement Administrators to act as the Settlement
9 Administrator. The Court awards the Settlement Administrator in this Action its actual fees and
10 costs in accordance with the terms of the Settlement Agreement, not to exceed \$4,000.

11 11. The Court approves The Wheeler Law Firm, APC as PAGA Counsel.

12 12. The Court awards PAGA Counsel attorneys' fees in the amount of \$45,529.43 and
13 costs of \$15,000, which the Court finds to be fair and reasonable. The Court authorizes the
14 Settlement Administrator to make these payments, in accordance with the terms of the Settlement
15 Agreement.

16 13. The Court authorizes the Settlement Administrator to calculate the PAGA Payment
17 Fund, inclusive of the LWDA Payment and PAGA Aggrieved Employee Payment (which is
18 comprised of the Individual PAGA Payments), in accordance with the terms of the Settlement
19 Agreement.

20 14. The Court finds that payment to the LWDA of 75% of the PAGA Payment as its
21 share of the settlement of PAGA civil penalties is fair and reasonable. The Court authorizes the
22 Settlement Administrator to pay the LWDA payment, in accordance with the terms of the
23 Settlement Agreement.

24 15. The Court finds that payment to the PAGA Aggrieved Employee Payment of 25%
25 of the PAGA Payment as the Aggrieved Employees' share of the settlement of civil penalties is
26 fair and reasonable. The Court authorizes the Settlement Administrator to pay the PAGA
27 Aggrieved Employee Payment, in accordance with the terms of the Settlement Agreement.

28 16. Checks for Individual PAGA Payments sent to Aggrieved Employees shall be valid

1 for 180 calendar days after issuance. Funds remaining from any checks for Individual PAGA
2 Payments uncashed after 180 calendar days will be dispersed to the California State Controller's
3 Unclaimed Property fund in the name(s) of the employee(s) who did not cash their checks, in
4 accordance with the terms of the Settlement Agreement.

5 17. This Court shall retain jurisdiction with respect to all matters related to the
6 administration and consummation of the Settlement, to enforce the terms of the judgment, and any
7 and all claims, asserted in, arising out of, or related to the subject matter of the lawsuit, including
8 but not limited to all matters related to the Settlement and the determination of all controversies
9 relating thereto.

10 18. A Hearing Re: Distribution with the terms of the Settlement is set for
11 _____ at _____ a.m. / p.m. in Department 19. A report from Phoenix Settlement
12 Administrators Re: Distribution of the Settlement funds shall be filed ten (10) court days before
13 the scheduled Hearing Re: Distribution.

14 19. Plaintiff's Motion for Approval of the PAGA Settlement is hereby granted and the
15 Court directs that a judgment shall be entered in accordance with the terms of this Order.

16 20. This document shall constitute a Judgment for purposes of California Rule of
17 Court 3.769(h).

18 21. The Court enters final judgment in accordance with the terms of the Settlement
19 Agreement and this Order.

20 **IT IS SO ORDERED:**

21
22 DATED: _____, 2026

23 _____
24 HONORABLE THEODORE C. ZAYNOR
25 JUDGE OF THE SUPERIOR COURT
26
27
28

EXHIBIT B

**NOTICE OF SETTLEMENT OF REPRESENTATIVE ACTION PURSUANT TO THE PRIVATE
ATTORNEYS GENERAL ACT ("PAGA")
ANGELICA M. GUITERREZ, ETAL. V. RESMEXGROUP, INC., ETAL.**
Santa Clara Superior Court, Case Number: 24CV440819

Aggrieved Employee

Address

Address

Enclosed is a check in the amount of \$____, which is your settlement payment for a portion of the civil penalties agreed to be paid in the settlement of a lawsuit entitled *Angelica M. Guiterrez, et al. v. Resmex Group, Inc., et al.*, Santa Clara Superior Court, Case Number: 24CV440819 (the "Action"). The settlement check shall remain valid for one hundred eighty (180) calendar days from the date the check is mailed. If your check remains uncashed after that time, it shall be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property laws in your name.

You are receiving this check in connection with a Court-approved settlement (the "Settlement") in the Action brought on a representative basis under the California Labor Code Private Attorneys General Act of 2004, California Labor Code §§ 2698, *et seq.* ("PAGA"). The Settlement provides for of the settlement of claims for civil penalties only for purported violations of the California Labor Code on behalf of all non-exempt employees who were employed directly by Resmex Group, Inc., Resmex Partnes SRSJ LLC and Resmex Partners LLC ("Defendants") during the PAGA Period ("Eligible Employee" or "Eligible Employees"), which is any time from April 6, 2023, through November 10, 2025 ("PAGA Period").

According to the Company's records, you are an Eligible Employee and are therefore entitled to a share of the Settlement based upon the Court-approved allocation. The PAGA statute provides that 75% of any recovery pursuant to the Settlement be paid to the State of California and 25% of any recovery be paid to the allegedly "aggrieved employee" group, which in this case is the group of Eligible Employees. Each Eligible Employee's share from the 25% portion of the settlement allocated to the "aggrieved employee" group is based on a formula that takes into account the number of pay periods in which an Eligible Employee was employed by the Defendant during the PAGA Period.

The Court has not made a determination about Plaintiff's allegations. This Notice is not to be understood as an expression of any opinion by the Court as to the merits of the claim. The Defendant denies all claims and allegations in the Action, denies it owes any penalties, and maintains that it has fully complied with all applicable Labor Code provisions. Nevertheless, to avoid further costs and time in defending the Action, Defendant has settled the Action.

The Settlement resolves all claims for civil penalties and extinguishes your right to bring, or to be represented by another person in, a PAGA lawsuit against the Defendant that are predicated on the facts and legal theories that were alleged or could have been reasonably alleged in the Action, or the letter submitted to the California Labor and Workforce Development Agency by the Plaintiff in the Action, during the PAGA Period, any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, action or causes of action contingent or accrued during the time period from April 6, 2023, through November 10, 2025, arising out of or reasonably related to the PAGA claim and factual allegations asserted in the operative complaint and/or the LWDA Notice dated March 26, 2024, relating to the following claims: 1) failure to provide meal periods; 2) failure to provide rest periods, 3) failure to pay overtime wages, 4) failure to pay minimum wages, 5) failure to pay all wages due to discharged and quitting employees, 6) failure to furnish accurate itemized wage statements, 7) failure to maintain required records; 8) failure to reimburse for necessary expenditures incurred in the discharge of duties; 9) failure to provide suitable seating; 10) failure to provide wage theft information pursuant to Labor Code Section 2810.5; and 11) the failure to provide all documents signed or obtained in connection with employment, in violation of Labor Code Section 432 (the "Released PAGA Claims").

This release applies to you, regardless of whether you cash your check, and regardless of whether this letter can be delivered to you. The Settlement does not affect the ability of an Eligible Employee to bring any other claims.

By an Order dated [Approval Date], the County of Santa Clara Superior Court approved the Settlement of the Released PAGA claims. By approving the Settlement, the Court did not decide in favor of either Plaintiff or Defendants.

PLEASE DO NOT CALL OR WRITE THE COURT OR OFFICE OF THE CLERK TO ASK QUESTIONS ABOUT THE SETTLEMENT. IF YOU HAVE ANY QUESTIONS, YOU MAY CALL OR WRITE TO THE SETTLEMENT ADMINISTRATOR AT:

[ADMIN NAME]

[ADDRESS]

[ADDRESS]

[ADDRESS]