

BIBIYAN LAW GROUP, P.C.
David D. Bibiyan (SBN 287811)
david@tomorrowlaw.com
Vedang J. Patel (SBN 328647)
vedang@tomorrowlaw.com
Brandon M. Chang (SBN 316197)
brandon@tomorrowlaw.com
1460 Westwood Boulevard
Los Angeles, CA 90024
Tel: (310) 438-5555; Fax: (310) 300-1705

Attorneys for Plaintiff, RAMON PERIO,
as an aggrieved employee, and on behalf
of all other aggrieved employees

Lisa Peterson
Kristina Noel A. Buan
FISHER & PHILLIPS LLP
2050 Main Street, Suite 1000
Irvine, CA 92614
kbuan@fisherphillips.com
lpeterson@fisherphillips.com
bpatterson@fisherphillips.com
psanchez@fisherphillips.com

Attorney for Defendant, STUDIO INSTRUMENT RENTALS, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

RAMON PERIO, as an aggrieved employee,
and on behalf of all other aggrieved
employees under the Labor Code Private
Attorneys' General Act of 2004,

Plaintiff,

v.

STUDIO INSTRUMENT RENTALS, INC.,
a California Corporation; and DOES 1
through 100, inclusive,

Defendant.

CASE NO.: 24STCV13393

[Assigned for all purposes to the Hon.
Maurice A. Leiter in Dept. 54]

PAGA SETTLEMENT AGREEMENT

Action Filed: May 29, 2024
Trial Date: None set

1 This PAGA Settlement Agreement (“Settlement,” “Agreement” or “Settlement
2 Agreement”) is made by and between plaintiff Ramon Perio (“Plaintiff”), individually and on
3 behalf of the Aggrieved Employees; and defendant Studio Instrument Rentals, Inc.
4 (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or
5 individually as “Party.”

6 **1. DEFINITIONS**

7 **1.1. “Action”** means Plaintiff’s PAGA lawsuit alleging wage and hour violations
8 against Defendant captioned *Ramon Perio v. Studio Instrument Rentals, Inc.*, Case No.
9 24STCV13393 initiated on May 29, 2024, in the Superior Court of the State of California, County
10 of Los Angeles.

11 **1.2. “Administrator”** means Phoenix Class Action Administration Solutions
12 (“Phoenix”), 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
14 be paid 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 connection
16 with approval of this Settlement.

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

20 **1.5. “Aggrieved Employee Data”** means Aggrieved Employee identifying
21 information in Defendant’s possession including the Aggrieved Employee’s name, last-known
22 mailing address, Social Security number, and hire dates, termination dates (as applicable) and re-
23 hire dates (as applicable).

24 **1.6. “Aggrieved Employee Address Search”** means the Administrator’s
25 investigation and search for current Aggrieved Employees’ mailing addresses using all

1 reasonably available sources, methods and means, including, but not limited to, the National
2 Change of Address database, skip traces and direct contact by the Administrator with Aggrieved
3 Employees.

4 **1.7. “Court”** means the Superior Court of California, County of Los Angeles.

5 **1.8. “Defense Counsel”** means Lisa Peterson and Kristina Noel A. Buan of Fisher &
6 Phillips LLP.

7 **1.9. “Effective Date”** means the date by when both of the following have occurred:

8 (a) the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the
9 Judgment is final. The Judgment is final on the day the Court enters Judgment.

10 **1.10. “Gross Settlement Amount”** means Three Hundred Thousand Dollars and Zero
11 Cents (\$300,000.00), which is the total amount Defendant agrees to pay under the settlement
12 except as provided in Paragraph 8.1 below. The Gross Settlement Amount will be used to pay
13 Individual PAGA Payments, the LWDA PAGA Payment, PAGA Representative Service
14 Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment and the
15 Administrator’s Expenses Payment.

16 **1.11. “Individual PAGA Payment”** means the Aggrieved Employee’s pro rata share
17 of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved
18 Employee worked during the PAGA Period.

19 **1.12. “Judgment”** means the judgment entered by the Court based upon the Final
20 Approval.

21 **1.13. “LWDA”** means the California Labor and Workforce Development Agency, the
22 agency entitled, under Labor Code section 2699, subd. (i).

23 **1.14. “LWDA PAGA Payment”** means the 75% of the PAGA Penalties paid to the
24 LWDA under Labor Code section 2699, subd. (i).

25 ///

1 **1.15. “Net Settlement Amount”** means the Gross Settlement Amount, less the
2 following payments in the amounts approved by the Court: PAGA Representative Service
3 Payment; PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the
4 Administration Expenses Payment. The remainder is to be paid to the LWDA and the Aggrieved
5 Employees as PAGA Penalties.

6 **1.16. “Operative Complaint”** means the complaint filed in the Action on May 29,
7 2024.

8 **1.17. “PAGA Counsel”** means, David D. Bibiyan and Vedang J. Patel of Bibiyan Law
9 Group, P.C. The term “PAGA Counsel” shall be used synonymously with the term “Plaintiff’s
10 Counsel.”

11 **1.18. “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses**
12 **Payment”** mean the amounts allocated to PAGA Counsel for reimbursement of reasonable
13 attorneys’ fees and expenses, respectively, incurred to prosecute the Action, as described in
14 paragraph 3.2.2 below.

15 **1.19. “PAGA Pay Period” or “Pay Period”** means any Pay Period during which an
16 Aggrieved Employee worked at least one day for Defendant during the PAGA Period, based on
17 hire dates, termination dates (if applicable) and re-hire dates (if applicable).

18 **1.20. “PAGA Period”** means the period from March 25, 2023 through January 22,
19 2025.

20 **1.21. “PAGA”** means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).

21 **1.22. “PAGA Notice”** means Plaintiff’s letter to Defendant and the LWDA providing
22 notice pursuant to Labor Code section 2699.3, subd. (a).

23 **1.23. “PAGA Penalties”** means the total amount of PAGA civil penalties to be paid
24 from the Net Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to
25 LWDA in settlement of PAGA claims.

1 **1.24. “PAGA Representative Service Payment”** means the payment to Plaintiff for
2 providing services in support of the Action and providing a broader release.

3 **1.25. “Plaintiff”** means Ramon Perio, the named plaintiff in the Action.

4 **1.26. “Approval Order”** means the proposed Court Order Granting Approval of
5 PAGA Settlement.

6 **1.27. “Released PAGA Claims”** means the claims being released by the Plaintiff and
7 PAGA Counsel and as described in Paragraph (5) below.

8 **1.28. “Released Parties”** means the Defendant, and each of its former and present
9 directors, officers, shareholders, owners, members, attorneys, insurers, joint venturers,
10 predecessors, successors, legal representatives, assigns, accountants, subsidiaries, employees,
11 and affiliates.

12 **1.29. “Settlement”** means the disposition of the Action effected by this Agreement and
13 the Judgment.

14 **2. RECITALS**

15 **2.1.** On March 28, 2024, Plaintiff, an individual and on behalf of all others similarly
16 situated, filed a Class Action Complaint in the Superior Court of California, County of Los
17 Angeles, entitled Ramon Perio v. Studio Instrument Rentals, Inc., case number 23STCV07587,
18 alleging the following causes of action on behalf of himself and all current and former non-
19 exempt employees of Defendant from the period of March 28, 2020 to the present: (1) failure to
20 pay overtime wages; (2) failure to pay minimum wages; (3) failure to provide meal periods; (4)
21 failure to provide rest periods; (5) waiting time penalties; (6) wage statement violations; (7)
22 failure to timely pay wages; (8) violation of labor code § 2802; and (9) unfair competition.

23 **2.2.** On March 25, 2024, Plaintiff filed with the LWDA and served on Defendant a
24 notice under Labor Code section 2699.3 stating Plaintiff intended to serve as a proxy of the
25

1 LWDA to recover civil penalties on behalf of Aggrieved Employees for alleged Labor Code
2 violations (“PAGA Notice”).

3 **2.3.** On or around April 18, 2024, Defendant presented a purported arbitration
4 agreement signed by Plaintiff on or around May 18, 2022.

5 **2.4.** On May 29, 2024, after 65 days passed without any communication from the
6 LWDA, Plaintiff filed a PAGA Complaint against Defendant in the Los Angeles Superior Court
7 seeking civil penalties under PAGA, Case No. 24STCV13393 (the “Action”). The PAGA
8 Complaint is the Operative Complaint in the Action. Defendant denies the allegations in the
9 Operative Complaint, denies any failure to comply with the laws identified in the Operative
10 Complaint, and denies any and all liability for the causes of action alleged.

11 **2.5.** On November 22, 2024, the parties participated in an all-day mediation on a
12 PAGA-only basis presided over by Monique Ngo-Bonnici, which led to the present settlement
13 of this case on a PAGA basis only wherein Plaintiff has agreed to dismiss his class claims without
14 prejudice.

15 **2.6.** Prior to mediation, Defendant agreed to informally produce the following: (1) time
16 and payroll records for approximately 32.5% of Aggrieved Employees; (2) Aggrieved Employee
17 data points, including the estimated number of Aggrieved Employees in the PAGA Period,
18 estimated number of PAGA Pay Periods, and Aggrieved Employees’ average hourly rate; (3)
19 policy and practice documents in effect during the PAGA Period; and (3) Plaintiff’s personnel
20 file.

21 **2.7.** The Parties, PAGA Counsel and Defense Counsel represent that they are not
22 aware of any other pending matter or action asserting claims that will be extinguished or affected
23 by the Settlement.

24 ///

25 ///

1 **3. MONETARY TERMS**

2 **3.1. Gross Settlement Amount.** Except as otherwise provided by Paragraph 8.1
3 below, Defendant promises to pay \$300,000.00 and no more as the Gross Settlement Amount.
4 Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in
5 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 Defendant.

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

11 **3.2.1 To Plaintiff:** PAGA Representative Service Payment of up to \$10,000 to
12 Plaintiff (in addition to any Individual PAGA Payment he is entitled to
13 receive as an Aggrieved Employee). Defendant will not oppose Plaintiff's
14 request for a PAGA Representative Service Payment that does not exceed
15 this amount. As part of the motion for PAGA Counsel Fees Payment and
16 PAGA Litigation Expenses Payment, Plaintiff will seek Court approval for
17 any PAGA Representative Service Payment prior to the Approval Hearing.
18 If the Court approves a PAGA Representative Service Payment less than
19 the amount requested, the Administrator will allocate the remainder to the
20 Net Settlement Amount. The Administrator will pay the PAGA
21 Representative Service Payment using IRS Form 1099. Plaintiff assumes
22 full responsibility and liability for any taxes owed on the PAGA
23 Representative Service Payment.

24 **3.2.2 To PAGA Counsel:** A PAGA Counsel Fees Payment of not more than
25 35% which is currently estimated to be \$105,000.00 and PAGA Counsel

Litigation Expenses Payment of not more than \$25,000.00. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts unless, in the event of a material breach of this Agreement by Defendant, Plaintiff is required to move the Court for enforcement of this Agreement. Plaintiff 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 Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fees Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed \$2,950.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$2,950.00, the Administrator will retain the remainder in the Net Settlement Amount.

1 **3.2.4 To the LWDA and Aggrieved Employees:** PAGA Penalties in the
2 amount of \$157,050.00 to be paid from the Gross Settlement Amount, with
3 75% (\$117,787.50) allocated to the LWDA PAGA Payment and 25%
4 (\$39,262.50) allocated to the Individual PAGA Payments.

5 **3.2.4.1** The Administrator will calculate each Individual PAGA Payment
6 by (a) dividing the amount of the Aggrieved Employees' 25% share
7 of PAGA Penalties (\$39,262.50) by the total number of PAGA
8 Period Pay Periods worked by all Aggrieved Employees during the
9 PAGA Period and (b) multiplying the result by each Aggrieved
10 Employee's PAGA Period Pay Periods. Aggrieved Employees
11 assume full responsibility and liability for any taxes owed on their
12 Individual PAGA Payment. The Administrator will report the
13 Individual PAGA Payments on IRS 1099 Forms.

14 **4. SETTLEMENT FUNDING PAYMENTS**

15 **4.1. Aggrieved Employee Pay Periods.** Based on a review of its records to date,
16 Defendant estimates there are 89 Aggrieved Employees who worked a total of 5,560 PAGA Pay
17 Periods.

18 **4.2. Aggrieved Employee Data.** Within 14 days of the Effective Date, Defendant will
19 deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel
20 spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain
21 the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for
22 purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved
23 Employee Data to Administrator employees who need access to the Aggrieved Employee Data
24 to effect and perform under this Agreement. Defendant has a continuing duty to immediately
25 notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee

1 identifying information and to provide corrected or updated Aggrieved Employee Data as soon
2 as reasonably feasible. Without any extension of the deadline by which Defendant must send the
3 Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously
4 use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or
5 omitted Aggrieved Employee Data.

6 **4.3. Funding of Gross Settlement Amount.** Defendant shall fully fund the Gross
7 Settlement Amount by transmitting the funds to the Administrator no later than 21 days after the
8 Effective Date.

9 **4.4. Payments from the Gross Settlement Amount.** Within 7 days after Defendant
10 funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA
11 Payments, the LWDA PAGA Payment, the PAGA Representative Service Payment, the
12 Administration Expenses Payment, the PAGA Counsel Litigation Expenses Payment.
13 Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede
14 disbursement of Individual PAGA Payments.

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

23 **4.4.2.** The Administrator must conduct an Aggrieved Employee Address Search
24 for all Aggrieved Employees whose checks are returned undelivered
25 without USPS forwarding address. Within 3 days of receiving a returned

1 check, the Administrator must re-mail checks to the USPS forwarding
2 address provided or to an address ascertained through the Aggrieved
3 Employee Address Search. The Administrator need not take further steps
4 to deliver checks to Aggrieved Employees whose re-mailed checks are
5 returned as undelivered. The Administrator shall promptly send a
6 replacement check to any Aggrieved Employee whose original check was
7 lost or misplaced, requested by the Aggrieved Employee prior to the void
8 date.

9 **4.4.3.** For any Aggrieved Employee whose Individual PAGA Payment check is
10 uncashed and cancelled after the void date, the Administrator shall
11 transmit the funds represented by such checks to the California Controller's
12 Unclaimed Property Fund in the name of the Aggrieved Employee.

13 **4.4.4.** The payment of Individual PAGA Payments shall not obligate Defendant
14 to confer any additional benefits or make any additional payments to the
15 Aggrieved Employees (such as 401(k) contributions or bonuses) beyond
16 those specified in this Agreement.

17 **5. RELEASES OF CLAIMS**

18 Effective on the date when Defendant fully funds the entire Gross Settlement Amount,
19 Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

20 **5.1. Plaintiff's Release.** Plaintiff and his or her respective former and present spouses,
21 representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors
22 and assigns generally release and discharge Released Parties from all claims, transactions or
23 occurrences that occurred prior to the execution of this Agreement, including, but not limited to,
24 all claims for civil penalties that were, or reasonably could have been alleged based on the facts
25 contained in the Operative Complaint and the PAGA Notice ("Plaintiff's Release"). Plaintiff's

1 Release does not extend to any claims or actions to enforce this Agreement or to any claims for
2 vested benefits, unemployment benefits, disability benefits, social security benefits, or workers'
3 compensation benefits. Plaintiff acknowledges that Plaintiff may discover facts or law different
4 from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees,
5 nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding
6 such different or additional facts or Plaintiff's discovery of them. Plaintiff acknowledges that
7 Plaintiff shall dismiss his class claims without prejudice.

8 **5.1.1. Plaintiff's Waiver of Rights Under California Civil Code Section 1542.**

9 For purposes of Plaintiff's Release, Plaintiff expressly waives and
10 relinquishes the provisions, rights and benefits, if any, of section 1542 of
11 the California Civil Code, which reads:

12 A general release does not extend to claims that the creditor or releasing
13 party does not know or suspect to exist in his or her favor at the time of
14 executing the release, and that if known by him or her would have
15 materially affected his or her settlement with the debtor or Released Party.

16 **5.2. Dismissal of Class Claims without Prejudice.** Plaintiff agrees to dismiss any
17 and all class action claims now pending in the Action. Plaintiff and Plaintiff's Counsel shall
18 prepare any required stipulations, motions, or other documents required to dismiss the putative
19 class action claims. This Agreement, and Defendant's obligation to make any payment pursuant
20 thereto, is conditioned on Plaintiff's successful dismissal of the class action claims in the Action
21 without prejudice.

22 **5.3. Release of PAGA Claims.** For the duration of the PAGA Period, and to the extent
23 permitted by law, the LWDA and the State of California, by and through Plaintiff as an agent
24 and proxy of the LWDA, release the Released Parties from all claims for PAGA penalties that
25 were alleged, or reasonably could have been alleged, based on the facts stated in the Operative

1 Complaint and the PAGA Notice, including, but not limited to, claims for PAGA penalties
2 pursuant to Labor Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699 in connection with
3 alleged violations of Labor Code sections Labor Code sections 200, 201, 202, 203, 204, 210, 226,
4 226.3, 226.7, 246 *et seq.*, 432, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198.5,
5 2699, 2802, and 2810.5.

6 **5.4. Release by PAGA Counsel:** PAGA Counsel release on behalf of their present
7 and former attorneys, employees, agents, successors and assigns the Released Parties from all
8 claims for PAGA Fees incurred in connection with the Operative Complaint and the PAGA
9 Period facts stated in the Operative Complaint and the PAGA Notice.

10 **6. MOTION OR APPLICATION FOR APPROVAL OF**
11 **SETTLEMENT**

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

14 **6.1. Plaintiff's Responsibilities.** Plaintiff will prepare and deliver to Defense Counsel
15 all documents necessary for obtaining approval of this Settlement under Labor Code Section
16 2699, subd. (f)(2) including (i) a draft proposed Order Granting Approval of PAGA Settlement;
17 (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering
18 the Settlement and attesting to its willingness to serve; competency; operative procedures for
19 protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data
20 breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential
21 conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any
22 financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed
23 declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all
24 necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)),
25 Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code

1 section 2699, subd. (1)(2)); and (iv) all facts relevant to any actual or potential conflict of interest
2 with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiff and PAGA
3 Counsel shall aver that they are not aware of any other pending matter or action asserting claims
4 that will be extinguished or adversely affected by the Settlement.

5 **6.2. Responsibilities of PAGA Counsel.** PAGA Counsel and Defense Counsel are
6 jointly responsible for expeditiously finalizing and filing the application or motion for approval
7 of this Settlement after the full execution of this Agreement and, if necessary, obtaining a prompt
8 hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA
9 Counsel is responsible for delivering the Court's Approval Order to the Administrator.

10 **6.3. Duty to Cooperate.** If the Parties disagree on any aspect of the proposed
11 application or motion for approval of this Settlement and/or the supporting declarations and
12 documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of
13 the Parties by meeting and conferring, and in good faith, to resolve the disagreement. If the Court
14 does not grant the motion for approval of this Settlement or conditions its approval on any
15 material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work
16 together on behalf of the Parties by meeting and conferring, and in good faith, to modify the
17 Agreement and otherwise satisfy the Court's concerns.

18 **7. SETTLEMENT ADMINISTRATION**

19 **7.1. Selection of Administrator.** The Parties have jointly selected Phoenix to serve as
20 the Administrator and verified that, as a condition of appointment, Phoenix agrees to be bound
21 by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in
22 exchange for payment of Administration Expenses. The Parties and their Counsel represent that
23 they have no interest or relationship, financial or otherwise, with the Administrator other than a
24 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 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 its records, Defendant estimates that, as of the date of this Settlement Agreement
12 there are approximately 89 Aggrieved Employees who worked 5,560 Pay Periods during the
13 PAGA Period.

14 **8.1 Increase in the Gross Settlement Amount.** Defendant estimated that as
15 of the date of the Parties’ mediation (November 22, 2024), there were approximately 5,560 Pay
16 Periods at issue during the PAGA Period. If the actual number of PAGA Pay Periods is more
17 than 10% more than the estimated count (i.e., if the actual number of PAGA Pay Periods is more
18 than 6,116), then Defendant agrees to make a pro-rata increase to the Gross Settlement Amount
19 for each additional pay period above the escalator (e.g. if the number of PAGA Aggrieved
20 Employees increases by 11%, the Gross Settlement Amount will increase by 1%).

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

22 The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the
23 Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or
24 Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-
25 Judgment matters as are permitted by law.

1 **9.1. Waiver of Right to Appeal.** Provided the Judgment is consistent with the terms
2 and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and
3 PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel waive all
4 rights to appeal from the Judgment, including all rights to post-judgment and appellate
5 proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary
6 writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such
7 motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to
8 perform under this Agreement will be suspended until such time as the appeal is finally resolved
9 and the Judgment becomes final, except as to matters that do not affect the amount of the Net
10 Settlement Amount.

11 **10. ADDITIONAL PROVISIONS**

12 **10.1. No Admission of Liability or Representative Manageability for Other**
13 **Purposes.** This Agreement represents a compromise and settlement of highly disputed claims.
14 Nothing in this Agreement is intended or should be construed as an admission by Defendant that
15 any of the allegations in the Operative Complaint have merit or that Defendant has any liability
16 for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that
17 Defendant's defenses in the Action have merit. The Parties agree that representative treatment is
18 for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement,
19 Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the
20 right to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to
21 settle the Action will have no bearing on, and will not be admissible in connection with, any
22 litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

23 **10.2. Integrated Agreement.** Upon execution by all Parties and their counsel, this
24 Agreement together with its attached exhibits shall constitute the entire agreement between the
25

1 Parties relating to the Settlement, superseding any and all oral representations, warranties,
2 covenants, or inducements made to or by any Party.

3 **10.3. Attorney Authorization.** PAGA Counsel and Defense Counsel separately
4 warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take
5 all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement
6 to effectuate its terms, and to execute any other documents reasonably required to effectuate the
7 terms of this Agreement including any amendments to this Agreement.

8 **10.4. Cooperation.** The Parties and their counsel will cooperate with each other and
9 use their best efforts, in good faith, to implement the Settlement by, among other things,
10 modifying the Settlement Agreement, submitting supplemental evidence and supplementing
11 points and authorities as requested by the Court. In the event the Parties are unable to agree upon
12 the form or content of any document necessary to implement the Settlement, or on any
13 modification of the Agreement that may become necessary to implement the Settlement, the
14 Parties will seek the assistance of a mediator and/or the Court for resolution.

15 **10.5. No Prior Assignments.** The Parties separately represent and warrant that they
16 have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer,
17 or encumber to any person or entity and portion of any liability, claim, demand, action, cause of
18 action, or right released and discharged by the Party in this Settlement.

19 **10.6. No Tax Advice.** Neither Plaintiff, PAGA Counsel, Defendant nor Defense
20 Counsel are providing any advice regarding taxes or taxability, nor shall anything in this
21 Settlement be relied upon as such within the meaning of United States Treasury Department
22 Circular 230 (31 CFR Part 10, as amended) or otherwise.

23 **10.7. Modification of Agreement.** This Agreement, and all parts of it, may be
24 amended, modified, changed, or waived only by an express written instrument signed by all
25 Parties or their representatives, and approved by the Court.

1 **10.8. Agreement Binding on Successors.** This Agreement will be binding upon, and
2 inure to the benefit of, the successors of each of the Parties.

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

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

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

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

18 **10.13. Headings.** The descriptive heading of any section or paragraph of this Agreement
19 is inserted for convenience of reference only and does not constitute a part of this Agreement.

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

24 **10.15. Notice.** All notices, demands or other communications between the Parties in
25 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 Plaintiff:

David D. Bibiyan
david@tomorrowlaw.com
Vedang J. Patel
vedang@tomorrowlaw.com
Bibiyan Law Group, P.C.
1460 Westwood Boulevard
Los Angeles, California 90024
Tel: (310) 438-5555; Fax: (310) 300-1705

To Defendant:

Lisa Peterson
lpeterson@fisherphillips.com
Kristina Noel A. Buan
kbuan@fisherphillips.com
Fisher & Phillips LLP
2050 Main Street, Suite 1000
Irvine, CA 92614
Tel: (949) 798-2140

10.16. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign, AdobeSign, or similar), 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 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 Defendant's 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:


Ramon P (May 18, 2025 11:15 PDT)

For Plaintiff, Ramon Perio

For Defendant, Studio Instrument Rentals, Inc.

Vedang J. Patel

David D. Bibiyan
Vedang J. Patel
Counsel for Plaintiff

Kristina Noel A. Buan
Lisa Peterson
Counsel for Defendant

