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Attorneys for Plaintiff, MALEK TAISIR HASSAN,

as an aggrieved employee, and on behalf of

all other aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

MALEK TAISIR HASSAN, an individual and
on behalf of all others similarly situated,

Plaintiff,

v.

F2 TPS, LLC., a California limited liability
company; and DOES 1 through 100, inclusive,
Defendants.

CASE NO.: 30-2024-01400153-CU-OE-
CXC

Assigned for all Purposes to:

[Assigned for all purpose to the Hon.
Randall J Sherman, in Dept. CX-104]

REPRESENTATIVE ACTION

**JOINT STIPULATION RE: PAGA
SETTLEMENT**

ACTION FILED: May 15, 2024

TRIAL DATE: None set

1 This Joint Stipulation re: PAGA Settlement (“Settlement,” “Agreement” or “Settlement
2 Agreement”) is made by and between Malek Taisir Hassan (“Plaintiff”), on the one hand, and
3 Defendant, F2 TPS, LLC, (“Defendant”), on the other hand. Plaintiff and Defendant shall be, at
4 times, collectively referred to as the “Parties.” This Agreement is intended by the Parties to fully,
5 finally and forever resolve the claims as set forth herein, based upon and subject to the terms and
6 conditions of this Agreement.

7 **1. DEFINITIONS**

8 1.1. “**Action**” means Plaintiff’s PAGA lawsuit, *Malek Taisir Hassan v F2 TPS, LLC*,
9 *et al.*, County of Orange Superior Court Case Number 30-2024-01420491-CU-OE-CXC (the
10 “Action”) by and between Plaintiff, on the one hand, and Defendant, on the other hand.

11 1.2. “**Administrator**” means Phoenix Class Action Administration Solutions the
12 neutral entity Plaintiff has selected 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 Employees**” means all persons currently or formerly employed by
18 Defendant, either directly or through any subsidiary, staffing agency, or professional employer
19 organization, as non-exempt, hourly-paid employees during the period between May 15, 2023
20 through May 8, 2025 (“PAGA Period”) in the State of California.

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

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

- 1.7. **“Court”** means the Superior Court of California, County of Orange.
- 1.8. **“Defense Counsel”** means Brian Mills and Anne Dwyer of Snell & Wilmer L.L.P.
- 1.9. **“Effective Date”** means the date by when both of the following have occurred:
(a) the Court enters a Judgment on its Order Approving the PAGA Settlement, and (b) the Judgment is final.
- 1.10. **“Gross Settlement Amount”** means \$457,400.00 which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and Administrator’s Expenses Payment.
- 1.11. **“Individual PAGA Payment”** means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.12. **“Judgment”** means the judgment entered by the Court based upon the Final Approval.
- 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, and Vedang J. Patel 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 Defendant for at least one day during the PAGA Period.

1.19. **"PAGA Period"** means the period from May 15, 2023 through May 8, 2025.

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

1.21. **"PAGA Notice"** means the May 15, 2024 letter that Plaintiff sent to Defendant 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 (approximately \$71,545.83) and the 75% to LWDA (approximately \$214,637.50) in settlement of PAGA claims.

1.23. **"Plaintiff"** means Malek T. Hassan, the named plaintiff in the Action.

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

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

1.26. **"Released Parties"** means: Defendant and its parents, subsidiaries, and affiliated companies, current and former, agents, directors, officers, managers, shareholders, owners, members, attorneys, insurers, employees, or representatives, and all persons acting by, through, under or in concert with any of them, and their respective heirs, predecessors, successors, assigns.

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

2. RECITALS

2.1 On May, 15 2024, Plaintiff filed with the LWDA and served on Defendant a notice under Labor Code section 2699.3 stating Plaintiff intended to serve as a proxy of the LWDA to recover civil penalties on behalf of Aggrieved Employees for alleged Labor Code violations.

2.2. On August 22, 2024, Plaintiff commenced this Action by filing a Complaint under PAGA for civil penalties under Labor Code section 210, 226.3, 558, 1174.5, 1197.1, and 2699

1 (the “Complaint”). Defendant denies the allegations in the Complaint, denies any failure to
2 comply with the laws identified in in the Complaint and denies any and all liability for the causes
3 of action alleged.

4 2.3. On May 8, 2025, the Parties participated in an all-day mediation with experienced
5 mediator, Gig Kyriacou, which lead to this Agreement to the settle the Action.

6 2.4. Prior to mediation, Plaintiff obtained, through informal discovery: (1) complete
7 time and payroll records of approximately 604 Aggrieved Employees; (2) data points, including
8 the number of Aggrieved Employees, the number of Aggrieved Employees separated from
9 employment in the waiting time penalty period, the average hourly rate of pay, and the number
10 of Pay Periods and shifts; (3) all relevant policy documents of Defendant; and (4) Plaintiff’s
11 personnel records.

12 2.5. The Parties, PAGA Counsel and Defense Counsel represent that they are not
13 aware of any other pending matter or action asserting claims that will be extinguished or affected
14 by the Settlement.

15 3. **MONETARY TERMS**

16 3.1. **Gross Settlement Amount.** Except as otherwise provided by Paragraph 8 below,
17 Defendant promises to pay \$457,400.00 and no more as the Gross Settlement Amount. Defendant
18 has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph
19 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount
20 without asking or requiring Aggrieved Employees to submit any claim as a condition of payment.
21 None of the Gross Settlement Amount will revert to Defendant.

22 3.2. **Payments from the Gross Settlement Amount.** The Administrator will make
23 and deduct the following payments from the Gross Settlement Amount, in the amounts specified
24 by the Court in the Final Approval:

25 3.2.1. **To PAGA Counsel:** A PAGA Counsel Fees Payment of not more than
26 one-third (1/3) of the Gross Settlement Amount, subject to escalation
27 pursuant to section 8.1 of this Agreement and approval by the Court, which
28 is currently estimated to be \$152,466.67 and PAGA Counsel Litigation

1 Expenses Payment of not more than \$30,000.00. Defendant will not
2 oppose requests for Court approval of these payments provided that they
3 do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an
4 application or motion for PAGA Counsel Fees Payment and PAGA
5 Counsel Litigation Expenses Payment. If the Court approves a PAGA
6 Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses
7 Payment less than the amounts requested, the Administrator will allocate
8 the remainder to the Net Settlement Amount. Released Parties shall have
9 no liability to PAGA Counsel or any other Plaintiff's Counsel arising from
10 any claim to any portion of any PAGA Counsel Fees Payment and/or
11 PAGA Counsel Litigation Expenses Payment. The Administrator will pay
12 the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment
13 using one or more IRS 1099 Forms. PAGA Counsel assume full
14 responsibility and liability for taxes owed on the PAGA Counsel Fees
15 Payment and the PAGA Counsel Litigation Expenses Payment and hold
16 Defendant harmless, and indemnify Defendant, from any dispute or
17 controversy regarding any division or sharing of any of these payments.
18 There will be no additional charge of any kind to Aggrieved Employees or
19 request for additional consideration from Defendant for such work unless,
20 Defendant materially breach this Agreement, including any term regarding
21 funding, and further efforts are necessary from PAGA Counsel to remedy
22 said breach, including, without limitation, moving the Court to enforce the
23 Agreement.

24 3.2.2. **To the Administrator:** An Administrator Expenses Payment not to
25 exceed 6,750.00 except for a showing of good cause and as approved by
26 the Court. To the extent the Administration Expenses are less, or the Court
27 approves payment less than \$6,750.00, the Administrator will retain the
28 remainder in the Net Settlement Amount.

1 **3.3To the LWDA and Aggrieved Employees:** After deducting the above amounts from
2 the Gross Settlement Amount, the remaining will be the Net Settlement Amount
3 to be paid to the LWDA and the Aggrieved Employees, with 75%
4 (approximately\$214,637.50.) allocated to the LWDA PAGA Payment and 25%
5 (approximately \$71,545.83) allocated to the Individual PAGA Payments.

6 3.3.1. The Administrator will calculate each Individual PAGA Payment
7 by (a) dividing the amount of the Aggrieved Employees' 25%
8 share of PAGA Penalties (no less than \$71,545.83.) by the total
9 number of PAGA Period Pay Periods worked by all Aggrieved
10 Employees during the PAGA Period and (b) multiplying the
11 result by each Aggrieved Employee's PAGA Period Pay Periods.
12 Aggrieved Employees assume full responsibility and liability for
13 any taxes owed on their Individual PAGA Payment.

14 3.3.2. The Administrator will report the Individual PAGA Payments on
15 IRS 1099 Forms.

16 **4. SETTLEMENT FUNDING PAYMENTS**

17 4.1. **Aggrieved Employee Pay Periods.** Based on a review of Defendant's records as
18 of mediation, the Parties understand there are 604 Aggrieved Employees who worked a total of
19 11,400 PAGA Pay Periods.

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

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

5 **4.3. Funding of Gross Settlement Amount.** Defendant shall fully fund the Gross
6 Settlement Amount by transmitting the funds to the Administrator no later than twenty-one (21)
7 calendar days after the Effective Date.

8 **4.4. Payments from the Gross Settlement Amount.** Within 14 days after Defendant
9 fund the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA
10 Payments, the LWDA PAGA Payment, Administration Expenses Payment, PAGA Counsel Fees
11 Payment and PAGA Counsel Litigation Expenses Payment. Disbursement of the PAGA Counsel
12 Fees Payment and the PAGA Counsel Litigation Expenses Payment shall not precede
13 disbursement of Individual PAGA Payments.

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

22 **4.4.2.** The Administrator must conduct an Aggrieved Employee Address Search
23 for all Aggrieved Employees whose checks are returned undelivered
24 without USPS forwarding address. Within 7 days of receiving a returned
25 check the Administrator must re-mail checks to the USPS forwarding
26 address provided or to an address ascertained through the Aggrieved
27 Employee Address Search. The Administrator need not take further steps
28 to deliver checks to Aggrieved Employees whose re-mailed checks are

1 returned as undelivered. The Administrator shall promptly send a
2 replacement check to any Aggrieved Employee whose original check was
3 lost or misplaced, as requested by the Aggrieved Employee prior to the
4 void date.

5 4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is
6 uncashed and cancelled after the void date, the Administrator shall
7 transmit the funds represented by such checks to Legal Aid at Work.

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

12 **5. RELEASES OF CLAIMS**

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

15 5.1. **Release by Aggrieved Employees:** All Aggrieved Employees are deemed to
16 release, on behalf of themselves and their respective former and present representatives, agents,
17 attorneys, heirs, administrators, successors, and assigns, Released Parties from all claims, rights,
18 demands, liabilities and causes of action that arose during the PAGA Period for civil penalties
19 under PAGA that were alleged, or reasonably could have been alleged, based on the facts stated
20 in the Complaint and the PAGA Notice, including failure to pay for all time worked, including
21 minimum wages, straight time wages, and overtime wages, failure to provide meal periods,
22 failure to authorize and permit rest breaks, failure to provide cooldown rest periods, failure to
23 pay premium payments, failure to lawfully pay wages earned twice per month, failure to maintain
24 and/or furnish records, failure to timely pay final wages, failure to furnish accurate wage
25 statements, failure to pay vacation upon separation, sick leave violations, failure to indemnify for
26 necessary expenses, failure to provide suitable seats, failure to provide adequate sanitation
27 facilities, unlawful background checks, improperly relying on prior salary history, unlawful
28 confidentiality policies, restricting employees from discussing wages and working conditions,

1 preventing employees from using skills and experience gained during employment, preventing
2 employees from disclosing violations of law, and preventing employees from engaging in lawful
3 conduct during non-work hours.

4 **5.2 Release by PAGA Counsel:** PAGA Counsel release on behalf of their present
5 and former attorneys, employees, agents, successors and assigns the Released Parties from all
6 claims for PAGA Fees incurred in connection with the Complaint and the PAGA Period facts
7 stated in the Complaint and the PAGA Notice.

8 **6. MOTION OR APPLICATION FOR APPROVAL OF**
9 **SETTLEMENT**

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

11 **6.1. Plaintiff's Responsibilities.** Plaintiff will prepare and endeavor to deliver to
12 Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor
13 Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of
14 PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed"
15 bid for administering the Settlement and attesting to its willingness to serve; competency;
16 operative procedures for protecting the security of Aggrieved Employee Data; amounts of
17 insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts
18 relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA;
19 and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense
20 Counsel; (iii) a signed declaration from PAGA Counsel attesting to their timely transmission to
21 the LWDA of all necessary PAGA documents (initial notices of violations (Labor Code section
22 2699.3, subd. (a)), Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor
23 Code section 2699, subd. (l)(2)); and (iv) all facts relevant to any actual or potential conflict of
24 interest with Aggrieved Employees and/or the Administrator.

25 **6.2. Responsibilities of PAGA Counsel.** PAGA Counsel are responsible for
26 expeditiously finalizing and filing the motion for approval of this Settlement after the full
27 execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion
28

1 and appearing in Court to advocate in favor of the motion. PAGA Counsel are responsible for
2 delivering the Court's Preliminary Approval to the Administrator.

3 **6.3. Duty to Cooperate.** If the Parties disagree on any aspect of the proposed
4 application or motion for approval of this Settlement and/or the supporting declarations and
5 documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of
6 the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement.
7 If the Court does not grant the motion for approval of this Settlement or conditions its approval
8 on any material change to this Agreement, PAGA Counsel and Defense Counsel will
9 expeditiously work together on behalf of the Parties by meeting in person or by telephone, and
10 in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

11 **7. SETTLEMENT ADMINISTRATION**

12 **7.1. Selection of Administrator.** Plaintiff has selected Phoenix Class Action
13 Administration Solutions to serve as the Administrator and verified that, as a condition of
14 appointment, Phoenix Class Action Administration Solutions agrees to be bound by this
15 Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for
16 payment of Administration Expenses. The Parties and their Counsel represent that they have no
17 interest or relationship, financial or otherwise, with the Administrator other than a professional
18 relationship arising out of prior experiences administering settlements.

19 **7.2. Employer Identification Number.** The Administrator shall have and use its own
20 Employer Identification Number for purposes of calculating payroll tax withholdings (if any) and
21 providing reports to state and federal tax authorities.

22 **7.3. Qualified Settlement Fund.** The Administrator shall establish a settlement fund
23 that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury
24 Regulation section 468B-1.

25 **7.4. Administrator Duties.** The Administrator has a duty to perform or observe all
26 tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

27 **8. AGGRIEVED EMPLOYEE SIZE ESTIMATES and ESCALATOR** 28 **CLAUSE**

Defendant represents that there are approximately 604 Aggrieved Employees who worked no more than 11,400 pay periods worked during the PAGA Period. In the event the number of pay periods during the PAGA Period increases by more than 110%, i.e., more than 12,540 pay periods, then the GSA shall be increased proportionally by the number of pay periods in excess of 12,540 multiplied by the Pay Period Value. The Pay Period Value shall be calculated by dividing the GSA by 11,400. The Parties agree that the Pay Period Value amounts to \$40.12 per pay period ($\$457,400 / 11,400$ pay periods). Thus, for example, should there be 12,600 pay periods in the PAGA Period, then the GSA shall be increased by \$2,4607.20 ($[12,600 - 12,540] \times \40.12).

9. CONTINUING JURISDICTION OF THE COURT

The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment 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 Defendant that

1 any of the allegations in the Operative Complaint have merit or that Defendant has any liability
2 for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that
3 Defendant's defenses in the Action have merit. The Parties agree that representative treatment is
4 for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement,
5 Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the
6 right to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to
7 settle the Action will have no bearing on, and will not be admissible in connection with, any
8 litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

9 **10.2. Integrated Agreement.** Upon execution by all Parties and their counsel, this
10 Agreement together with its attached exhibits shall constitute the entire agreement between the
11 Parties relating to the Settlement, superseding any and all oral representations, warranties,
12 covenants, or inducements made to or by any Party.

13 **10.3. Attorney Authorization.** PAGA Counsel and Defense Counsel separately
14 warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take
15 all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement
16 to effectuate its terms, and to execute any other documents reasonably required to effectuate the
17 terms of this Agreement including any amendments to this Agreement.

18 **10.4. Cooperation.** The Parties and their counsel will cooperate with each other and
19 use their best efforts, in good faith, to implement the Settlement by, among other things,
20 modifying the Settlement Agreement, submitting supplemental evidence and supplementing
21 points and authorities as requested by the Court. In the event the Parties are unable to agree upon
22 the form or content of any document necessary to implement the Settlement, or on any
23 modification of the Agreement that may become necessary to implement the Settlement, the
24 Parties will seek the assistance of a mediator and/or the Court for resolution.

25 **10.5. No Prior Assignments.** The Parties separately represent and warrant that they
26 have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer,
27 or encumber to any person or entity, any portion of any liability, claim, demand, action, cause of
28 action, or right released and discharged by the Party in this Settlement.

1 **10.6. No Tax Advice.** Neither Plaintiff, PAGA Counsel, Defendant nor Defense
2 Counsel are providing any advice regarding taxes or taxability, nor shall anything in this
3 Settlement be relied upon as such within the meaning of United States Treasury Department
4 Circular 230 (31 CFR Part 10, as amended) or otherwise.

5 **10.7. Modification of Agreement.** This Agreement, and all parts of it, may be
6 amended, modified, changed, or waived only by an express written instrument signed by all
7 Parties or their representatives, and approved by the Court.

8 **10.8. Agreement Binding on Successors.** This Agreement will be binding upon, and
9 inure to the benefit of, the successors of each of the Parties.

10 **10.9. Applicable Law.** All terms and conditions of this Agreement and its exhibits will
11 be governed by and interpreted according to the internal laws of the state of California, without
12 regard to conflict of law principles.

13 **10.10. Cooperation in Drafting.** The Parties have cooperated in the drafting and
14 preparation of this Agreement. This Agreement will not be construed against any Party on the
15 basis that the Party was the drafter or participated in the drafting.

16 **10.11. Confidentiality.** To the extent permitted by law, all agreements made, and orders
17 entered during Action and in this Agreement relating to the confidentiality of information shall
18 survive the execution of this Agreement.

19 **10.12. Use of Aggrieved Employee Data.** Information provided to PAGA Counsel
20 pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to
21 PAGA Counsel by Defendant in connection with the mediation, other settlement negotiations, or
22 in connection with the Settlement, may be used only with respect to this Settlement, and no other
23 purpose, and may not be used in any way that violates any existing contractual agreement, statute,
24 or rule of court.

25 **10.13. Headings.** The descriptive heading of any section or paragraph of this Agreement
26 is inserted for convenience of reference only and does not constitute a part of this Agreement.

27 **10.14. Calendar Days.** Unless otherwise noted, all reference to “days” in this Agreement
28 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a

weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

10.15. **No Publicity.** Plaintiff and PAGA Counsel agree that they will not issue any press releases, initiate any contact with the press, respond to any press inquiry or have any communication with the press about this case and/or the fact, amount or terms of this Settlement. Plaintiff and PAGA Counsel agree that they will not engage in any advertising or distribute any marketing materials relating to this Settlement, including but not limited to any postings on any websites maintained by PAGA Counsel; provided, however, that PAGA Counsel may state that it has settled a PAGA action against a hospitality employer so long as neither Defendant nor the Plaintiff are identified.

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

To Plaintiff:

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

To Defendant:

Brian J. Mills (#216078)
bmills@swlaw.com
Anne E. Dwyer (#288216)
adwyer@swlaw.com
SNELL & WILMER L.L.P.
600 Anton Boulevard, Suite 1400
Costa Mesa, CA 92626-7689
Telephone: (714) 427-7000
Facsimile: (714) 427-7799

Attorneys for Defendant
F2 TPS, LLC

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

10.18. **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.

10.19. **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:



02/23/2026

Plaintiff

Defendant
F2 TPS, LLC

By: _____
Its: _____

Vedang J. Patel

David D. Bibiyan
Vedang J. Patel
Counsel for Plaintiff Malek Taisir Hassan

Brian J. Mills
Anne E. Dwyer
Counsel for Defendant

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

10.18. **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.

10.19. **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:

Plaintiff

David D. Bibiyan
Vedang J. Patel
Counsel for Plaintiff Malek Taisir Hassan

Signed by:

DCFCA0E507514E0...

Defendant
F2 TPS, LLC

By: Monica Nguyen
Its: Authorized Agent



Brian J. Mills
Anne E. Dwyer
Counsel for Defendant