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TRI-WEST, LTD

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

WILLIAM LEON, individually, and on  
behalf of other aggrieved employees  
pursuant to the California Private Attorneys  
General Act; JEFFREY K. DANIEL,  
individually, and on behalf of other  
aggrieved employees pursuant to the  
California Private Attorneys General Act;

Plaintiffs,

v.

TRI-WEST, LTD., a corporation; and DOES  
1 through 10, inclusive,

Defendants.

Case No. 24STCV13577

[Assigned for All Purposes to:  
Hon. Kenneth R. Freeman – Dept. 14]

**PAGA SETTLEMENT AGREEMENT**

Complaint Filed: May 30, 2024  
Trial: Nonc Set

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## 1. DEFINITIONS.

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

1.4. "Aggrieved Employee" means a current or former non-exempt or hourly employee employed by Defendant in the State of California who worked at least one pay period as a non-exempt employee for Defendant during the PAGA Period.

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

1.8. "Defense Counsel" means HILL, FARRER & BURRILL LLP.

1 1.9. "Effective Date" means the date by when both of the following have occurred: (a)  
2 the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the Judgment  
3 is final. The Judgment is final as of the latest of the following occurrences: (a) the day the Court  
4 enters Judgment if no objections are filed to this settlement or if all objections are withdrawn  
5 prior to the Court ruling on them; or (b) sixty-one (61) days after the date of entry of the  
6 settlement approval order if objections are filed and overruled and no appeal is taken from the  
7 order approving the settlement; or (c) if a timely appeal is made, ten (10) business days after the  
8 final resolution of that appeal if the appeal is rejected, the settlement is upheld, and the  
9 settlement approval order is no longer subject to further judicial review..

10 1.10. "Gross Settlement Amount" means \$225,000.00 which is the total amount  
11 Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below. The  
12 Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA  
13 Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, PAGA  
14 Representative Service Payments, and the Administrator's Expenses Payment.

15 1.11. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of  
16 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved  
17 Employee worked during the PAGA Period.

18 1.12. "Judgment" means the judgment entered by the Court based upon the Final  
19 Approval.

20 1.13. "LWDA" means the California Labor and Workforce Development Agency, the  
21 agency entitled, under Labor Code section 2699, subd. (i).

22 1.14. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the  
23 LWDA under Labor Code section 2699, subd. (i).

24 1.15. "Net Settlement Amount" means the Gross Settlement Amount, less the following  
25 payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA  
26 Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment,  
27 Plaintiffs' Release Payments, and the Administration Expenses Payment. The remainder is to be  
28 paid to Aggrieved Employees as Individual PAGA Payments.

1.16. "PAGA Counsel" means THE SENTINEL FIRM, APC.

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.

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

1.19. "PAGA Period" means the period from June 3, 2023 through November 5, 2024 or the date when the PAGA Pay Periods reaches 7,150 Pay Periods, whichever is later.

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

1.21. "PAGA Notice" means Plaintiffs' June 3, 2024 and February 24, 2025 letters to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a). attached to this Agreement as **Exhibit 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 and the 75% to LWDA in settlement of PAGA claims.

1.23. "Plaintiffs" means WILLIAM LEON and JEFFREY K. DANIEL, the named plaintiffs in the Action.

1.24. "Plaintiffs' Release Payments" means the payments to Plaintiffs Leon and Daniel in exchange for their general release.

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

1.26. "Released PAGA Claims" means the claims being released by the Plaintiffs and PAGA Counsel and as described in Paragraph 5 below.

1.27. "Released Parties" means: Defendant, and its parents, subsidiaries, directors, owners, shareholders, partners, members, officers, attorneys, insurers, successors, assigns and affiliated entities, past and present, and each of them.

1.28. "Defendant" means named Defendant TRI-WEST, LTD ("Tri-West").

1     **2.     RECITALS.**

2             2.1. On May 30, 2024, Plaintiff Leon commenced this Action by filing a class action  
3 complaint alleging eight causes of action against Defendant. Plaintiff Leon's complaint sought  
4 damages, on his behalf and on behalf of a class of all non-exempt or hourly employees, for the  
5 following alleged violations of the California Labor Code: (1) failure to pay minimum wages  
6 (Labor Code sections 204, 510, 1194, 1194.2, and 1197); (2) failure to pay overtime  
7 compensation (Labor Code sections 1194 and 1198); (3) failure to provide meal periods (Labor  
8 Code sections 226.7 and 512); (4) failure to authorize and permit rest breaks (Labor Code section  
9 226.7); (5) failure to indemnify necessary business expenses (Labor Code sections 2802); (6)  
10 failure to timely pay final wages at termination (Labor Code sections 201–203); (7) failure to  
11 provide accurate itemized wage statements (Labor Code section 226); (8) unfair business  
12 practices (Business and Professions Code sections 17200 *et seq.*).

13             2.2. On August 8, 2024, Plaintiffs Leon and Daniel filed their First Amended  
14 Complaint which added named PAGA representative Jeffrey K. Daniel, and a cause of action for  
15 civil penalties pursuant to the PAGA based on the same Labor Code violations alleged in the  
16 Complaint.

17             2.3. On September 19, 2024, the Court granted the Parties' stipulation to arbitrate  
18 Plaintiffs' individual claims and dismiss Plaintiff Leon's class action claims against Defendant  
19 without prejudice. In lieu of arbitrating Plaintiffs Leon and Daniel's individual claims and  
20 litigating PAGA representative claims, the Parties agreed to mediation with the scope of  
21 Plaintiffs' individual claims and PAGA claims.

22             2.4. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiffs gave timely written  
23 notice to Defendant and the LWDA by sending the PAGA Notice.

24             2.5. Prior to mediation, Plaintiffs obtained, through informal discovery, employee and  
25 payroll data, policy documents, and additional information regarding Defendant's non-exempt,  
26 hourly employees in California, which Plaintiffs' Counsel reviewed and analyzed.

27             2.6. On November 5, 2024, the Parties participated in an all-day mediation with well-  
28 regarded mediator Michael D. Young, Esq., which led to this Agreement to settle the Action.

2.7. The Parties have agreed to stipulate to the filing of a Second Amended Complaint adding additional Labor Code claims asserted in Plaintiffs' amended PAGA notice, including, Labor Codes 98.6, 201.3, 216, 223, 227.3, 232, 232.5, 245, 246, 247, 247.5, 248.2, 248.5, 432, 432.5, 432.7, 1024.5, 1102.5, 1174, 1195.5, 1198.5(a), 1527, 2810.5, 3366, 3457, 6401, 8397.4, and IWC Wage Order 14(A)-(B).

2.8. The Parties, PAGA Counsel, and Defense Counsel are aware of one second-filed PAGA case that will be extinguished by this settlement; *Edwin Rodriguez v. Tri-West, LTD* ("Rodriguez"), Case No. 24NWCV02504, currently pending in Los Angeles County Superior Court pending hearing of Defendant's motion to compel arbitration. Resolution of this case will not prejudice or negatively impact Aggrieved Employees as this case subsumes the PAGA period of the later-filed case<sup>1</sup>.

### 3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraphs 1.10 and 8, Defendant promises to pay Two Hundred Twenty-Five Thousand Dollars (\$225,000.00) and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

<sup>1</sup> Additionally, pursuant to the principles of mandatory abatement, where there is (1) another action "pending", (2) the pending action involves "the same parties" and (3) the pending action involves "the same cause of action", the Court must stay the second case until the first case is resolved which may include through settlement. *See Gregg v. Superior Court*, 194 Cal.App.3d 134, 136 (1987) *see also Stafford v. Dollar Tree Stores, Inc.* (E.D. Cal. 2014) No. 2:13-CV-1187 KJM-CKD WL 6633396, at \*3 ["The aggrieved employee cannot pursue a PAGA action if the agency or another party is pursuing enforcement against the employer on the same claims under the same provisions of the Labor Code"]. Here, Plaintiff Leon and Plaintiff Daniel filed their PAGA Letters with the LWDA on June 3, 2024. *Rodriguez's* PAGA Letter was filed with the LWDA on June 4, 2024. The Court related the matters pursuant to California Rules of Court 3.300(a) because they involved the same parties and same claims. Therefore, the *Rodriguez* matter would have been stayed and subsumed by this case regardless.

1           3.2. Payments from the Gross Settlement Amount. The Administrator will make and  
2 deduct the following payments from the Gross Settlement Amount, in the amounts specified by  
3 the Court in the Final Approval:

4                   3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 33  
5 1/3% which is currently estimated to be \$74,925.00 and PAGA Counsel Litigation Expenses  
6 Payment of not more than \$20,000.00. Defendant will not oppose requests for Court approval of  
7 these payments provided that they do not exceed these amounts. Plaintiffs and/or PAGA  
8 Counsel will file a motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses  
9 Payment with the motion for approval of the Settlement. If the Court approves a PAGA Counsel  
10 Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts  
11 requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released  
12 Parties shall have no liability to PAGA Counsel or any other Plaintiffs' Counsel arising from any  
13 claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation  
14 Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA  
15 Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full  
16 responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA  
17 Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies  
18 Defendant, from any dispute or controversy regarding any division or sharing of any of these  
19 Payments.

20                   3.2.2. To the Plaintiffs: A PAGA Representative Payment of not more than  
21 \$5,000.00 each to Plaintiff Leon and Plaintiff Daniel. Defendant will not oppose a request for  
22 Court approval of the PAGA Representative Payments provided that such payments do not  
23 exceed this amount.

24                   3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed  
25 \$10,000.00 except for showing of good cause and as approved by the Court. To the extent the  
26 Administration Expenses are less or the Court approves payment less than \$10,000.00, the  
27 Administrator will retain the remainder in the Net Settlement Amount. Phoenix Class Action  
28

Administration Solutions has been selected as the Administrator, based upon its “not to exceed” bid of \$3,775.00.

3.2.4. To the LWDA and Aggrieved Employees: PAGA Penalties to be paid from the Gross Settlement Amount, with 75% allocated to the LWDA PAGA Payment and 25% allocated to the Individual PAGA Payments.

3.2.3.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees’ 25% share of PAGA Penalties by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee’s PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

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

4.1. Aggrieved Employee Pay Periods. Based on a review of its records, Defendant estimates there are 195 Aggrieved Employees who worked a total **6,500** of PAGA Pay Periods from June 3, 2023 through November 5, 2024.

4.2. Aggrieved Employee Data. Within ten (10) days after the Effective Date, Defendant will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee’ privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously

1 use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or  
2 omitted Aggrieved Employee Data.

3 4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross  
4 Settlement Amount by transmitting the funds to the Administrator no later than fifteen (15) days  
5 after the Effective Date.

6 4.4. Payments from the Gross Settlement Amount. Within fourteen (14) days after  
7 Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all  
8 Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment,  
9 the PAGA Counsel Fees Payment, the PAGA Counsel Expenses Payment, and Plaintiffs'  
10 Release Payments. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not  
11 precede disbursement of Individual PAGA Payments.

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

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

27 4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is  
28 uncashed and cancelled after the void date, the Administrator shall transmit the funds represented

1 by such checks to the California Controller's Unclaimed Property Fund in the name of the  
2 Aggrieved Employee.

3 4.4.4. The payment of Individual PAGA Payments shall not obligate Defendants  
4 to confer any additional benefits or make any additional payments to the Aggrieved Employees  
5 (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

6 **5. RELEASES OF CLAIMS.**

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

9 5.1 Plaintiffs' Release.

10 5.1.1 Scope of Plaintiff's Release. Plaintiffs and their respective former and  
11 present spouses, representatives, agents, attorneys (including PAGA Counsel),  
12 heirs, administrators, successors, and assigns generally, release and discharge  
13 Released Parties from all claims, transactions, or occurrences that occurred during  
14 the PAGA Period, including, but not limited to: (a) all claims that were, or  
15 reasonably could have been, alleged, based on the facts contained in the Operative  
16 Complaint and the PAGA Notice ("Plaintiffs' Release"). Plaintiffs' Release does  
17 not extend to any claims or actions to enforce this Agreement, or to any claims for  
18 vested benefits, unemployment benefits, disability benefits, social security  
19 benefits, workers' compensation benefits that arose at any time, or based on  
20 occurrences outside the PAGA Period. Plaintiffs acknowledge that Plaintiffs may  
21 discover facts or law different from, or in addition to, the facts or law that  
22 Plaintiffs now know or believe to be true but agrees, nonetheless, that Plaintiffs'  
23 Release shall be and remain effective in all respects, notwithstanding such  
24 different or additional facts or Plaintiffs' discovery of them.

25 5.1.2 Plaintiffs' Waiver of Rights Under California Civil Code § 1542. For  
26 purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquished the  
27 provisions, rights, and benefits, if any, of Section 1542 of the California Civil  
28 Code, which reads:

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

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

5 5.2 Release by Aggrieved Employees: All Aggrieved Employees are deemed to release,  
6 on behalf of themselves and their respective former and present representatives, agents,  
7 attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for  
8 PAGA penalties Plaintiff and/or the Aggrieved Employees had, or may claim to have, against  
9 Released Parties, arising out of the violations alleged in the Operative Complaint or the PAGA  
10 Notices submitted in connection with the Action, including failure pay all wages and hours  
11 worked, failure to provide meal periods, failure to provide rest breaks, failure to provide accurate  
12 itemized wage statements, failure to maintain accurate records, waiting time penalties, failure to  
13 reimburse necessary business expenditures, and failure to timely pay wages (i.e., California  
14 Labor Code sections 201, 201.3, 202, 203, 204, 210, 216, 223, 226, 227.3, 226.3, 226.7, 245,  
15 246, 247, 247.5, 248.2, 432, 432.5, 432.7, 510, 512, 558, 1024.5, 1102.5, 1174, 1174.5, 1194,  
16 1197, 1197.1, 1198, 1198.5(a), 2810.5, 2802, and the California Industrial Welfare Commission  
17 Wage Order) (the "Released Claims"). This release is limited to claims arising during the PAGA  
18 Period.

19 5.3 Release by PAGA Counsel: PAGA Counsel release on behalf of their present and  
20 former attorneys, employees, agents, successors and assigns the Released Parties from all  
21 claims for PAGA Counsel Fees incurred in connection with the Operative Complaint and the  
22 PAGA Period facts stated in the Operative Complaint and the PAGA Notices.

23 **6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.**

24 Plaintiffs agrees to file a motion for approval of this Settlement.

25 6.1. Plaintiff's Responsibilities, Re: Second Amended PAGA Complaint: Plaintiffs will  
26 prepare and deliver to Defense Counsel an amended letter to the LWDA providing notice  
27 pursuant to Labor Code section 2699.3(a) for settlement purposes only to include allegations  
28 raised by Plaintiffs. Plaintiffs shall also prepare a Second Amended PAGA Complaint to  
specifically allege these theories for settlement purposes only and shall provide the same to  
Defense counsel for approval. Upon Defense Counsel's approval of the amended PAGA

1 complaint, Plaintiffs shall file the Second Amended PAGA complaint before or concurrently  
2 with the filing of Plaintiffs' motion for approval of the Settlement. In the event that the Effective  
3 Date is not triggered or if the LWDA takes any action such as an investigation or administrative  
4 civil action, this Settlement shall be deemed null and void, and the Second Amended PAGA  
5 complaint shall be deemed withdrawn, and the Parties shall return to the status quo ante.  
6 Defendant also does not waive any defense to the Second Amended PAGA Complaint by  
7 agreeing to its filing for purposes of settlement only, including any defense based on Plaintiffs'  
8 alleged failure to properly exhaust her administrative remedies with the LWDA or the applicable  
9 statute of limitations.

10 6.1. Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all  
11 documents necessary for obtaining approval of this Settlement under Labor Code Section 2699,  
12 subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a  
13 signed declaration from the Administrator attaching its "not to exceed" bid for administering the  
14 Settlement and attesting to its willingness to serve; competency; operative procedures for  
15 protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data  
16 breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential  
17 conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any  
18 financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed  
19 declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all  
20 necessary PAGA documents (i.e., PAGA Notices, Operative Complaint (Labor Code section  
21 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (iv) all facts  
22 relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the  
23 Administrator.

24 6.2. Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly  
25 responsible for expeditiously finalizing and filing the motion for approval of this Settlement.  
26 Plaintiffs' Counsel shall provide a draft of the application or motion for approval of this  
27 Settlement to Defense Counsel no later than thirty (30) days after the full execution of this  
28

1 Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in  
2 Court to advocate in favor of the motion.

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

11 **7. SETTLEMENT ADMINISTRATION.**

12 7.1. Selection of Administrator. The Parties have jointly 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 and  
21 providing reports state and federal tax authorities.

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

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

27 **8. AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE**

1 Based on its records, Defendant estimates that, as of November 5, 2024, there are 195  
2 Aggrieved Employees who worked 6,500 Pay Periods from June 3, 2023 through November 5,  
3 2024. The settlement as negotiated contemplates a PAGA Pay Period count through court  
4 approval. If the number of actual PAGA pay periods during the PAGA period exceeds 10% of  
5 the estimated pay periods (i.e., exceeds 7,150 pay periods), Defendant shall have the option to  
6 (1) increase the Gross Settlement Amount by a pro-rata dollar value equal to the number of pay  
7 periods in excess of 7,150 pay periods, or (2) end the PAGA Period on the date when the 10% is  
8 reached (i.e., reaches 7,150 pay periods). For example, if there is a 1% increase over 10% then  
9 the GSA increases by 1%.

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

11 9.1 The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over  
12 the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or  
13 Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-  
14 Judgment matters as are permitted by law.

15 9.2. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and  
16 conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and  
17 PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel waive all  
18 rights to appeal from the Judgment, including all rights to post-judgment and appellate  
19 proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary  
20 writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such  
21 motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to  
22 perform under this Agreement will be suspended until such time as the appeal is finally resolved  
23 and the Judgment becomes final, except as to matters that do not affect the amount of the Net  
24 Settlement Amount.

25 **10. ADDITIONAL PROVISIONS.**

26 10.1. No Admission of Liability or Representative Manageability for Other Purposes.  
27 This Agreement represents a compromise and settlement of highly disputed claims. Nothing in  
28 this Agreement is intended or should be construed as an admission by Defendant that any of the

1 allegations in the Operative Complaint have merit or that Defendants have any liability for any  
2 claims asserted; nor should it be intended or construed as an admission by Plaintiffs 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  
5 Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiffs  
6 reserve the right to contest Defendant's defenses. The Settlement, this Agreement and Parties'  
7 willingness to settle the Action will have no bearing on, and will not be admissible in connection  
8 with, any litigation (except for proceedings to enforce or effectuate the Settlement and this  
9 Agreement).

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

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

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

26 10.5. No Prior Assignments. The Parties separately represent and warrant that they have  
27 not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or  
28

1 encumber to any person or entity and portion of any liability, claim, demand, action, cause of  
2 action, or right released and discharged by the Party in this Settlement.

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

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

10 10.8. Agreement Binding on Successors. This Agreement will be binding upon, and  
11 inure to the benefit of, the successors of each of the Parties.

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

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

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

21 10.12. Use and Return of Aggrieved Employee Data. Information provided to PAGA  
22 Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data  
23 provided to PAGA Counsel by Defendant in connection with the mediation, other settlement  
24 negotiations, or in connection with the Settlement, may be used only with respect to this  
25 Settlement, and no other purpose, and may not be used in any way that violates any existing  
26 contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator  
27 discharges its obligation to pay out of all Settlement funds, Plaintiffs shall destroy all paper and  
28 electronic versions of Aggrieved Employee Data received from Defendant unless, prior to the

1 Administrator's payment of all Settlement Funds, Defendant make a written request to PAGA  
2 Counsel for the return, rather than the destructions, of Aggrieved Employee Data.

3 10.13. Headings. The descriptive heading of any section or paragraph of this Agreement  
4 is inserted for convenience of reference only and does not constitute a part of this Agreement.

5 10.14. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement  
6 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a  
7 weekend or federal legal holiday, such date or deadline shall be on the first business day  
8 thereafter.

9 10.15. Notice. All notices, demands or other communications between the Parties in  
10 connection with this Agreement will be in writing and deemed to have been duly given as of the  
11 third business day after mailing by United States mail, or the day sent by email or messenger,  
12 addressed as follows:

13 To Plaintiffs:

14 Seung Yang  
15 seung.yang@thesentinel-firm.com  
16 Tiffany Hyun  
17 tiffany.hyun@thesentinel-firm.com  
18 **THE SENTINEL FIRM, APC**  
19 355 S. Grand Ave., Suite 1450  
20 Los Angeles, California 90071  
21 Telephone: (213) 985-1150  
22 Facsimile: (213) 985-2155

23 To Defendants:

24 **HILL, FARRER & BURRILL LLP**  
25 James A. Bowles (Bar No. 89383)  
26 jbowles@hillfarrer.com  
27 Elissa L. Gysi (Bar No. 281338)  
28 egysi@hillfarrer.com  
One California Plaza  
300 S. Grand Avenue, 37<sup>th</sup> Floor  
Los Angeles, California 90071-3147  
Telephone: 213.620.0460  
Fax: 213.624.4840

10.16. Execution in Counterparts. This Agreement may be executed in one or more  
counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this

Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.17. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to 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.

The Parties hereby execute this Agreement.

Dated: **Plaintiff WILLIAM LEON**

02 / 28 / 2025

By: 

WILLIAM LEON

Dated: **Plaintiff JEFFREY K. DANIEL**

03 / 01 / 2025

By: 

JEFFREY K. DANIEL

Dated: **Defendant TRI-WEST, LTD.**

*FEB 28, 2025*

By: 

RANDY SIMS, CFO

Dated: **THE SENTINEL FIRM, APC**

March 3, 2025

By: 

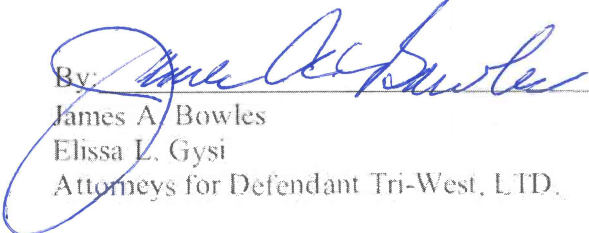
Seung L. Yang

Tiffany Hyun

Attorneys for Plaintiffs William Leon and  
Jeffrey K. Daniel

//  
//  
//

Dated: FEB. 28, 2025 HILL, FARRER, & BURRILL LLP

By: 

James A. Bowles

Elissa L. Gysi

Attorneys for Defendant Tri-West, LTD.