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Attorneys for Defendant
INTERFAITH COMMUNITY SERVICES, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

TAUTUU UTU, an individual and on behalf of all other similarly situated,

Plaintiff,

v.

INTERFAITH COMMUNITY SERVICES, INC., a California Nonprofit corporation; and DOES 1 through 100, inclusive,

Defendants.

Case No.: 25CU008998C

[Assigned for all purposes to Hon. Blaine K. Bowman, Dept. C-74]

REPRESENTATIVE ACTION

JOINT STIPULATION RE: PAGA SETTLEMENT

Complaint filed: February 19, 2025
Trial Date: Not Assigned

This Joint Stipulation re: PAGA Settlement ("Settlement," "Agreement" or "Settlement Agreement") is made by and between plaintiff Tautuu Utu ("Plaintiff"), individually, and on behalf of the Aggrieved Employees, on one hand; and defendant Interfaith Community Services, Inc. ("Defendant"), on the other hand, in the lawsuit entitled *Tautuu Utu v. Interfaith Community Services, Inc., et al.,* filed in the San Diego County Superior Court, Case No. 25CU008998C. Plaintiff and Defendant shall be, at times, collectively referred to as the "Parties." This Agreement is intended by the Parties to fully, finally and forever resolve the claims as set forth herein, based upon and subject to the terms and conditions of this Agreement.

1. DEFINITIONS

1.1. "**Action**" means Plaintiff's PAGA lawsuit alleging wage-and-hour violations against Defendant, captioned *Tautuu Utu v. Interfaith Community Services, Inc., et al.*, Case No. 25CU008998C, initiated on February 19, 2025, and pending in the Superior Court of the State of California, County of San Diego.

1.2. "**Administrator**" means Apex Class Action Administration the neutral entity Plaintiff has selected to administer the Settlement.

1.3. "**Administration Expenses Payment**" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with approval of this Settlement.

1.4. "**Aggrieved Employees**" means all persons currently or formerly employed by Defendant as non-exempt, hourly-paid employees during the PAGA Period in the State of California.

1.5. "**Aggrieved Employee Data**" means Aggrieved Employee identifying information in Defendant's possession, including each Aggrieved Employee's name, last-known mailing address, Social Security number, hire date(s), termination date(s), and re-hire date(s).

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.

1.7. "**Court**" means the Superior Court of California, County of San Diego.

1.8. "**Defense Counsel**" means John A. Mavros and Kyley S. Murer of Fisher & Phillips LLP.

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 $330,000.00, 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, the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment.

1.11. "**Individual PAGA Payment**" means an Aggrieved Employee's pro rata share of thirty-five percent (35%) of the PAGA Penalties, calculated according to the number of PAGA 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 sixty-five percent (65%) of the PAGA Penalties paid to the LWDA pursuant to PAGA and this Agreement.

1.15. "**Net Settlement Amount**" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder represents the PAGA Penalties.

1.16. "**PAGA Counsel**" means David D. Bibiyan, Vedang J. Patel, Jason Rothman, and Megan R. Lazar of Bibiyan Law Group, P.C., the attorneys representing the Plaintiff in the Action.

1.17. "**PAGA Counsel Fees Payment**" and "**PAGA Counsel Litigation Expenses Payment**" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action, as described in paragraph 3.2.1 below.

1.18. "**PAGA Pay Period**" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period based on hire dates, termination dates (if applicable), leave of absence dates for leaves of absence longer than two weeks (if applicable), and re-hire dates (if applicable).

1.19. "**PAGA Period**" means the period from October 22, 2023, through August 9, 2026.

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

1.21. "**PAGA Notice**" means the October 22, 2024 letter that Plaintiff sent to Defendant and the LWDA, providing notice pursuant to Labor Code section 2699.3, subdivision (a).

1.22. "**PAGA Penalties**" means the total amount of PAGA civil penalties to be paid from the Net Settlement Amount, allocated thirty-five percent (35%) to the Aggrieved Employees and sixty-five percent (65%) to the LWDA in settlement of the Released PAGA Claims.

1.23. "**Plaintiff**" means Tautuu Utu, 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 and PAGA Counsel and as described in Paragraph 5 below.

1.26. "**Released Parties**" means Defendant and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

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

2. RECITALS

2.1. On February 19, 2025, Plaintiff commenced this Action by filing a Complaint (the "Operative Complaint"), alleging a cause of action against Defendant for civil penalties under PAGA for the Labor Code violations alleged in the PAGA Notice. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint, and denies any and all liability for the cause of action alleged.

2.2. Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice on October 22, 2024.

2.3. On June 9, 2026, the Parties participated in an all-day mediation presided over by Gig Kyriacou, Esquire, which led to this Agreement to settle the Action.

2.4. Prior to mediation, Plaintiff obtained, through informal discovery: (1) timekeeping and payroll records for a sample of Aggrieved Employees during the PAGA Period; (2) data points, including the number of Aggrieved Employees, the number of Aggrieved Employees separated from employment during the PAGA Period, the average hourly rate of pay, and the number of PAGA Pay Periods, shifts, and workweeks during the PAGA Period; (3) Defendant's relevant policy documents, employee handbooks, meal-and-rest-period policies, and alternative-workweek-schedule documents; and (4) Plaintiff's employment, timekeeping, and payroll records.

3. MONETARY TERMS

3.1. **Gross Settlement Amount**. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay $330,000.00 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.

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

3.2.1. **To PAGA Counsel**: A PAGA Counsel Fees Payment of not more than one-third (1/3) of the Gross Settlement Amount, subject to escalation pursuant to Paragraph 8.1 of this Agreement and approval by the Court, which is currently estimated to be $113,333.33, and a PAGA Counsel Litigation Expenses Payment of not more than $45,000.00. Defendant will not oppose requests for Court approval of these payments, provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or PAGA Counsel Litigation Expenses Payment in amounts less than those requested, the Administrator will allocate the remainder to the Individual PAGA Payments. The Released Parties shall have no liability to PAGA Counsel or any other counsel for Plaintiff arising from any claim to any portion of the 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 Forms 1099. PAGA Counsel assume full responsibility and liability for any taxes owed on the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment and shall hold Defendant harmless from, and indemnify Defendant against, any dispute or controversy regarding the division or sharing of these payments. There will be no additional charge of any kind to the Aggrieved Employees or request for additional consideration from Defendant for such work unless Defendant materially breaches this Agreement, including any term regarding funding, and further efforts are

necessary by PAGA Counsel to remedy the breach, including, without limitation, moving the Court to enforce the Agreement.

3.2.2. **To the Administrator**: An Administrator Expenses Payment not to exceed $6,500.00 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 $6,500.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.3. **To the LWDA and Aggrieved Employees**: The Net Settlement Amount shall constitute the PAGA Penalties. The Administrator will allocate sixty-five percent (65%) of the PAGA Penalties to the LWDA PAGA Payment and thirty-five percent (35%) of the PAGA Penalties to the Individual PAGA Payments.

3.2.4.1. The Administrator will calculate each Individual PAGA Payment by: (a) dividing the Aggrieved Employees' thirty-five percent (35%) share of the PAGA Penalties by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period; and (b) multiplying the resulting amount by the number of PAGA Pay Periods worked by each Aggrieved Employee during the PAGA Period. For purposes of calculating PAGA Pay Periods, the Administrator will use the Aggrieved Employees' hire dates, termination dates, re-hire dates, and dates of any leaves of absence lasting longer than two weeks, as applicable. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payments.

3.2.4.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING PAYMENTS

4.1. **Aggrieved Employee Pay Periods**. Based on a review of Defendant's records as of mediation, the Parties understand that there are approximately 404 Aggrieved Employees who worked a total of 14,386 PAGA Pay Periods during the PAGA Period.

4.2. **Aggrieved Employee Data**. Within fourteen (14) days of full execution of this Agreement, Defendant will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect the Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data solely for purposes of administering this Settlement, and restrict access to Administrator employees who require access to perform their duties under this Agreement. Defendant has a continuing duty to promptly notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted material identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without extending the deadline for Defendant to send the Aggrieved Employee Data to the Administrator, the Parties and their Counsel will expeditiously use their best efforts, in good faith, to reconstruct or otherwise resolve issues related to missing or omitted Aggrieved Employee Data.

4.3. **Funding of Gross Settlement Amount**. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than thirty (30) calendar days after the Effective Date.

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

4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date

(not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

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

4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check remains uncashed and is cancelled after the void date, the Administrator shall transmit the funds represented by the check, together with any accrued interest, to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

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

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5. RELEASES OF CLAIMS

Effective on the later of (a) the Effective Date and (b) the date when Defendant fully funds the entire Gross Settlement Amount, the Aggrieved Employees will release claims against the Released Parties as follows:

5.1. **Release by Aggrieved Employees**: All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, Released Parties from all claims, rights, demands, liabilities and causes of action that arose during the PAGA Period for civil penalties under PAGA that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice for PAGA civil penalties, including but not limited to Plaintiff's claims based upon Labor Code sections 96, 98.6, 200, 201, 201.3, 201.5, 201.7, 202, 203, 203.5, 204, 204a, 204.1, 204.2, 205, 205.5, 206.5, 210, 212, 221, 222, 222.5, 223, 226, 226.2, 226.3, 226.7, 227.3, 231, 232, 232.5, 233, 234, 245, 246, 351, 353, 432, 432.3, 432.5, 432.7, 432.8, 450, 510, 511, 551, 552, 558, 1101, 1102, 1102.5, 1174, 1182.12, 1194, 1194.2, 1197, 1197.5, 1198, 1198.5, 1290, 1292, 1293, 1293.1, 1294.1, 1301, 1391, 1475, 1527, 1695.55, 1696.5, 1700.31, 1771, 1774, 1811, 1815, 2699 et seq., 2800, 2802, 2810.5, 3366, 3457, and 8397.4, and Business & Professions Code sections 16600, 16700, and 17200, and Government Code section 12952.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT

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

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

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

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

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

7. SETTLEMENT ADMINISTRATION

7.1. **Selection of Administrator**. Plaintiff has selected Apex Class Action Administration ("Apex") to serve as the Administrator and verified that, as a condition of appointment, Apex agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. As a condition of appointment, the selected Administrator shall agree to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of the Administration Expenses. The Parties and their Counsel represent that they have no interest or

relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

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

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

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

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES and ESCALATOR CLAUSE

Based on Defendant's records, the Parties understand that, as of mediation, there are approximately 404 Aggrieved Employees who worked 14,386 Pay Periods during the PAGA Period.

8.1. **Escalator Clause.** Defendant represents that there are no more than 14,386 Pay Periods worked during the PAGA Period. In the event the number of Pay Periods during the PAGA Period increases by more than 10%, or 1,439 pay periods, then Defendant shall elect to either: (a) shorten the PAGA Period to the date the pay periods reach 15,825, or (b) increase the Gross Settlement Amount proportionally by the Pay Periods in excess of 15,825 multiplied by the pay periods value. The Pay Period value shall be calculated by dividing the Gross Settlement Amount by 14,386. The Parties agree that the pay period value amounts to $22.94 per pay period ($330,000.00 / 14,386 pay periods). Thus, for example, should there be 16,000 pay periods in the PAGA Period and if Defendant elects to increase the GSA proportionally, then the GSA shall be increased by $4,014.50 (16,000 pay periods – 15,825 pay periods x $22.94/pay period. Defendant shall make its election regarding the above no later than 14 days after receiving information from the administrator regarding the workweek count. Should Defendant fail to make its election within the above timeframe, then option (b) shall automatically apply.

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

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

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

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

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

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

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

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

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

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

10.12. **Use of Aggrieved Employee Data**. Information provided to PAGA Counsel pursuant to California Evidence Code section 1152, and all copies and summaries of the Aggrieved Employee Data provided to PAGA Counsel by Defendant in connection with the mediation, other settlement negotiations, or the Settlement, may be used only with respect to this Settlement and for no other purpose and may not be used in any manner that violates any existing contractual agreement, statute, or rule of court.

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

10.14. **Calendar Days**. Unless otherwise noted, all reference to "days" in this Agreement 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. **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.
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Alexa R. Guzman (SBN 327306)

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To Defendant:

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Irvine, California 92614
Telephone: (949) 851-2424
Facsimile: (949) 851-0152

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.

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.

[Signatures on Following Page]

IT IS SO AGREED:

Tautuu Utu 10/16/2026

Plaintiff Tautuu Utu

_____

Defendant Interfaith Community Services, Inc.

By: _____

Its: _____

David D. Bibiyan 10/16/2026

David D. Bibiyan
Vedang J. Patel
Jason Rothman
Megan R. Lazar
Counsel for Plaintiff Tautuu Utu

_____

John A. Mavros
Kyley S. Murer
Counsel for Defendant Interfaith Community Services, Inc.

IT IS SO AGREED:

_____	Greg Anglea (Oct 15, 2026 18:20:46 PDT) _____
Plaintiff Tautuu Utu	Defendant Interfaith Community Services, Inc. By: Greg Anglea Its: CEO
_____	_____
David D. Bibiyan Vedang J. Patel Jason Rothman Megan R. Lazar Counsel for Plaintiff Tautuu Utu	John A. Mavros Kyley S. Murer Counsel for Defendant Interfaith Community Services, Inc.