

1 **SETTLEMENT AGREEMENT AND RELEASE OF PAGA CLAIMS**

2 Plaintiff Brynn Salvador Lopez Benavides (hereinafter "Plaintiff"), individually and in his
3 capacity as representative of the State of California on behalf of other aggrieved employees, and
4 Defendant Production Framing, Inc. (hereinafter "Defendant" or "Acosta"), hereby enter into this
5 Settlement Agreement and Release of Private Attorneys General Act of 2004 claims ("Settlement" or
6 "Agreement") as follows:

7 **I. DEFINITIONS**

8 As used in this Settlement, the following terms shall have the following meanings:

9 1. "Action" shall mean the civil action entitled *Brynn Salvador Lopez Benavides v.*
10 *Production Framing, Inc.*, filed on or about March 2, 2021, in Sacramento Superior Court, Case No. 34-
11 2021-00295745-CU-OE-GDS.

12 2. "Defendant" shall mean Production Framing, Inc.

13 3. "Defense Counsel" shall mean Ellen Arabian-Lee, Esq. of Arabian-Lee Law
14 Corporation.

15 4. "Effective Date" means the date that approval of the Settlement is granted by the
16 Superior Court of California for the County of Sacramento, or other court assuming jurisdiction of this
17 matter.

18 5. "LWDA" refers to the California Labor & Workforce Development Agency.

19 6. "PAGA" refers to the Labor Code Private Attorneys General Act of 2004, California
20 Labor Code Sections 2698, *et seq.*

21 7. "PAGA Period" shall mean the period from March 3, 2020, through March 2, 2022.

22 8. "PAGA Members" shall mean all current and former hourly non-exempt employees of
23 Defendant in California at any time during the PAGA Period.

24 9. "PAGA Fund" shall mean the Total Settlement Payment, less Plaintiff's Counsel
25 Payment, Plaintiff's Enhancement Awards, the Settlement Administrator Costs, and any other Court
26 mandated or approved deductions.

27 10. "Plaintiff" refers to Brynn Salvador Lopez Benavides, individually and in his capacity as
28 representative of the State of California on behalf of other aggrieved employees.

11. "Plaintiff's Counsel" collectively refers to Joshua Falakassa, Esq. of Falakassa Law, P.C. and Mehrdad Bokhour, Esq. of Bokhour Law Group, P.C.

12. "Parties" collectively refers to Plaintiff and Defendant.

13. "Released Claims" shall mean any and all claims arising out of or related to the allegations set forth in the operative complaint and/or PAGA notice to the California Labor and Workforce Development Agency that arose during the PAGA Period, including claims for: (1) failure to pay proper overtime wages in violation of Labor Code sections 510, 515, 558, 1197, and 1198; (3) failure to provide compliant rest periods and pay missed rest break premiums in violation of Labor Code section 226.7; (4) failure to provide compliant meal periods and pay missed meal period premiums in violation of Labor Code sections 226.7 and 512; (5) failure to pay timely wages during employment in violation of Labor Code sections 204, 210, 221; (6) failure to pay all wages due and owing at separation in violation of Labor Code sections 201, 202, and 203; (7) failure to reimburse business expenses in violation of Labor Code sections 2802 and 2804; (8) failure to provide complete and accurate wage statements in violation of Labor Code sections 226 and 226.3; (9) statutory penalties based on the foregoing pursuant to PAGA (Lab. Code, §§ 2698-2699.6); and (10) all claims for liquidated damages, penalties, interest, fees (including but not limited to attorneys' fees), costs based on the foregoing.

14. "Released Parties" shall mean Defendant Production Framing, Inc., and all of Defendant's current, former, and future subsidiaries, affiliates, shareholders, members, managers, principals, agents, predecessors, successors, and assigns.

15. "Settlement Administrator" shall mean a neutral third-party settlement administrator to be mutually selected by the Parties.

16. "Total Settlement Payment" shall mean an amount not to exceed Eight Hundred Fifty-Eight Thousand Dollars and Zero Cents (\$858,000.00).

II. RECITALS

17. On or about March 2, 2021, Plaintiff sent a letter to the LWDA on behalf of himself and other aggrieved employees in compliance with California Labor Code section 2699.3 ("PAGA Notice"). Plaintiff seeks to represent himself and all PAGA Members. The LWDA did not indicate that it

1 intended to investigate the alleged violations referenced in the letter, and the 65-day time period
2 permitted for the LWDA to provide such a notification expired.

3 18. On or about March 8, 2022, Plaintiff sent a supplemental PAGA Notice to assert
4 additional claims, facts, and theories of liability related to failure to provide meal periods. The LWDA
5 has not indicated that it intends to investigate the alleged violations referenced in the supplemental
6 PAGA Notice.

7 19. On or about March 3, 2021, Plaintiff filed this matter in Sacramento Superior Court
8 alleging the same Labor Code violations set forth above.

9 20. On March 1, 2022, Plaintiff's Counsel and Defendant's counsel participated in private
10 mediation before an experienced wage and hour mediator, Lynn Frank, Esq. Through the mediator's
11 and the parties' efforts in mediation, the parties were able to reach a settlement of the Action, the terms
12 of which have been formalized in this Agreement.

13 21. Counsel for all Parties have thoroughly investigated the facts relating to the claims
14 alleged in the operative complaint and engaged in significant informal discovery in advance of
15 mediation. Based on their investigation and evaluation of this case, Plaintiff's Counsel have concluded
16 that the settlement is fair, reasonable, and adequate considering all known facts and circumstances,
17 including the defenses asserted by Defendant, the risks and uncertainties associated with ongoing
18 litigation, the potential inability for the Action to proceed to trial as a PAGA representative action,
19 potential adverse findings regarding liability, the statutory discretion provided to the Court to decrease
20 civil penalties under PAGA, and numerous potential appellate issues.

21 22. Defendant specifically denies, and continues to deny, each and every claim and
22 contention alleged in the Action and has always maintained that it has never engaged in any unlawful
23 acts regarding any of the matters alleged in the Action. Defendant further asserts that the Action cannot
24 manageably proceed to trial as a PAGA representative action.

25 **NOW, THEREFORE**, in consideration of the mutual covenants, promises, and conditions set
26 forth, the Parties agree as follows:

27 **III. NON-ADMISSION OF LIABILITY**

28 23. Based on the factual and legal issues involved, the expense and time necessary to

1 prosecute the Action, the risks, uncertainty, and costs of further prosecution, the existence of arbitration
2 agreements with express class waiver clauses, the difficulty of proof necessary to establish a PAGA
3 representative action for purposes of liability, and the relative benefits to the PAGA Members of an
4 expeditious resolution of the Action, the Parties have concluded that the terms set forth in this
5 Settlement are fair, reasonable, adequate, and in the best interests of the PAGA Members.

6 24. By entering into this Settlement, Defendant denies any liability for any of the claims in
7 the Action, as well as any other potential or unknown claims based on wage and hour violations under
8 state or federal law. Neither this Settlement, nor any document referred to or contemplated herein, nor
9 any action taken to carry out this Settlement, is, may be construed as, or may be used as, an admission,
10 concession, or indication by or against Defendant of any unlawful conduct, fault, wrongdoing or liability
11 whatsoever. Defendant specifically denies that it engaged in any unlawful or wrongful conduct against
12 Plaintiff and/or the PAGA Members. Rather, Defendant maintains it always complied with applicable
13 laws governing wages and hours of work for its employees.

14 **IV. TERMS OF THE PAGA SETTLEMENT**

15 **A. *The Total Settlement Payment***

16 25. Defendant shall pay a Total Settlement Payment in a total amount of Eight Hundred
17 Thousand Fifty-Eight Thousand Dollars and Zero Cents (\$858,000.00). Defendant will fund the Total
18 Settlement Payment in two installments: The first payment shall be in the amount of \$343,200 and shall
19 be made within 60 days of Court approval of the settlement; and the second payment shall be in the
20 amount of \$514,800 and shall be made by no later than January 15, 2023.

21 26. The Total Settlement Payment shall include Plaintiff's Counsel Payment, Enhancement
22 Award to Plaintiff, Settlement Administrator Costs, and the PAGA Fund. Subject to the limited
23 escalator provision in Paragraph 28, in no event shall Defendant be required to pay more than the Total
24 Settlement Payment in connection with the Settlement.

25 27. Defendant shall provide the Total Settlement Payment to the Settlement Administrator
26 within twenty-one (21) days of the Effective Date.

27 28. Defendant represents that there are approximately 33,855 wage statements that were
28 issued during PAGA Period. If the actual number of wage statements during the PAGA Period is more

1 than five percent (5%) greater than 33,855 wage statements (*i.e.*, greater than 35,548), the Total
2 Settlement Payment will be increased by the percentage difference between the 10% increase and the
3 actual number of pay periods (*i.e.*, if there is a 12% difference, the Total Settlement Payment will
4 increase by 2%).

5 ***B. Enhancement Awards To Named Plaintiff***

6 29. Subject to Court approval, Plaintiff shall seek a payment of Ten Thousand Dollars
7 (\$10,000.00), subject to Court approval, to be paid from the Total Settlement Payment, as an
8 enhancement for her services as the PAGA representatives and execution of a general release with
9 respect to Defendant ("Enhancement Award"), in addition to any payment she may otherwise receive as
10 a PAGA Member.

11 30. Defendant will not oppose Plaintiff's request for the Enhancement Award. Plaintiff will
12 be responsible for characterizing this compensation for tax purposes and for paying any taxes owing on
13 said amount. The Enhancement Awards approved by the Court and issued to Plaintiff will, if required
14 by law, be reported on an IRS Form 1099 to Plaintiff. The Parties agree that a reduction by the Court of
15 the requested Enhancement Awards does not constitute a material alteration of the terms of this
16 Agreement and shall not provide a basis for rendering the Settlement void or unenforceable. Any
17 reductions by the Court of the Enhancement Awards shall revert to the PAGA Fund.

18 31. Complete General Release of All Claims by Named Plaintiff:

19 In addition to the Released Claims identified in Paragraph 13, Plaintiff, on behalf of
20 himself and his heirs, representatives, attorneys, executors, administrators, successors,
21 agents and assigns, hereby release, acquit, and forever discharge any and all claims, actions,
22 causes of action, obligations, costs, expenses, damages, losses, liabilities, suits, debts,
23 demands, entitlements, and other protections and benefits (including attorneys' fees and
24 costs), of whatever character, in law or in equity, known or unknown, suspected or
25 unsuspected, of any kind or nature whatsoever, based on any act, omission, event,
26 occurrence, or nonoccurrence from the beginning of time to the date of execution hereof,
27 including but not limited to any claims or causes of action which in any way relate to, arise
28 out of, or are in any way connected with Plaintiff's employment relationship with Defendant

1 and/or Released Parties, whether known or unknown, under all federal, state and local statutes,
2 and federal and state common law (including but not limited to those for contract, tort, and equity),
3 including, without limitation, the California Unfair Competition Act (California Business and
4 Professions Code section 17200, *et seq.*) and the California Labor Code against the Released Parties.
5 Notwithstanding this general release of claims by the named Plaintiff, nothing in this Agreement is
6 intended to operate as, nor shall be construed as, a release or waiver of any rights and/or claims
7 that cannot be released or waived as a matter of law.

8 Plaintiff acknowledges the language of Section 1542 of the California Civil Code, which
9 provides:

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

14 Plaintiff expressly waives the protection of Section 1542. Plaintiff understands and agrees that
15 claims or facts in addition to or different from those which are now known or believed by Plaintiff to
16 exist may hereafter be discovered. It is Plaintiff's intention to settle fully and release all claims Plaintiff
17 now has against the Released Parties, whether known or unknown, suspected or unsuspected. Plaintiff
18 expressly acknowledges that the release in this Paragraph is intended to include in its effect, without
19 limitation, all claims Plaintiff did not know or suspect at the time of execution hereof, regardless of
20 whether the knowledge of such claims, or the facts upon which they might be based, would materially
21 have affected the settlement of this matter, and that the consideration given under this Settlement is also
22 for the release of those claims and contemplates the extinguishment of any such claims.

23 32. Plaintiff represents and affirms that she does not have any pending court actions,
24 arbitrations, or other legal proceedings against Defendant other than the Action.

25 ***C. Plaintiff's Counsel Payment of Attorneys' Fees and Costs***

26 33. Plaintiff's Counsel will apply to the Court for an award of attorneys' fees not to exceed
27 thirty five percent (35%) of the Total Settlement Payment, which is approximately Three Hundred
28 Thousand Three Hundred Dollars and Zero Cents (\$300,300.00). Plaintiff's Counsel will also seek

1 reimbursement of reasonable litigation costs not to exceed Fifteen Thousand Dollars (\$15,000.00)
2 (Plaintiff's Counsel's attorneys' fees and reasonable litigation costs are collectively referred to as the
3 "Plaintiff's Counsel Payment"). Plaintiff's Counsel will submit declarations in support of their request
4 for Plaintiff's Counsel Payment.

5 34. Defendant will not oppose or object to Plaintiff's Counsel Payment and any request or
6 application for attorneys' fees and costs submitted in connection therewith.

7 35. In the event that the Court does not approve the requested Plaintiff's Counsel Payment,
8 or the Court alters the attorneys' fees and litigation costs sought by Plaintiff's Counsel, the Parties agree
9 that any modifications or reductions by the Court of the requested Plaintiff's Counsel Payment (whether
10 in the aggregate or individually) does not constitute a material alteration of the terms of this Agreement
11 and shall not provide a basis for rendering the Settlement void or unenforceable.

12 36. Plaintiff's Counsel Payment shall be paid from the Total Settlement Payment. Any
13 reductions by the Court of Plaintiff's Counsel's request for attorneys' fees or costs shall revert to the
14 PAGA Fund in the event Plaintiff's Counsel elect not to seek appellate review of the Court's order
15 awarding a lower amount of attorneys' fees sought.

16 ***D. Settlement Administration Fees and Costs***

17 37. Settlement administration shall be done by the qualified, third-party Settlement
18 Administrator agreed to by the Parties and approved by the Court. The Parties agree that the Settlement
19 Administrator Costs shall be paid from the Total Settlement Payment. This includes all fees and costs
20 for postage, envelopes, and computer searches to locate addresses, expenses of the Settlement
21 Administrator to implement and complete the settlement process according to the terms of this
22 Settlement, to calculate payments to individual PAGA Members, any cost associated with the
23 escheatment process for any uncashed or undeliverable settlement checks, to prepare any necessary tax
24 documents, and any other related fees and costs associated with the administrative duties associated with
25 the Settlement (the "Settlement Administrator Costs").

26 38. The Settlement Administrator Costs shall be paid from the Total Settlement Payment.
27 The Settlement Administrator Costs are estimated by Plaintiff's Counsel to not exceed Fifteen Thousand
28 Dollars (\$15,000.00). Any reductions by the Court or any unused Settlement Administrator Costs shall

1 revert to the PAGA Fund.

2 ***E. PAGA Fund***

3 39. After deducting the Plaintiff's Counsel Payment, Plaintiff's Enhancement Awards, and
4 Settlement Administrator Costs, the remainder of the Total Settlement Payment shall be allocated to the
5 LWDA and PAGA Members (the "PAGA Fund").

6 40. Seventy-five percent (75%) of the PAGA Fund will be sent to the LWDA ("LWDA
7 Payment") and twenty-five percent (25%) of the PAGA Fund will be allocated among the PAGA
8 Members ("PAGA Member Payment"), based on his or her proportionate share of pay periods during
9 the PAGA Period as set forth in Section V(B.).

10 **V. COMPUTATION AND DISTRIBUTION OF TOTAL SETTLEMENT FUND**

11 ***A. Deposit of Total Settlement Payment***

12 41. The Settlement Administrator shall establish a Qualified Settlement Fund ("QSF") for
13 purposes of administering the Settlement. The Settlement Administrator shall furnish the QSF with its
14 own Employer ID Number and calculate all settlement checks required under law based on information
15 that will be confidentially furnished by Defendant. There are no payroll deductions to be calculated
16 under this Settlement since no part of the Settlement will be classified as wages.

17 ***B. Formula for Calculating Share of PAGA Fund***

18 42. The pro-rata portion of the PAGA Fund that is paid to each PAGA Member shall be
19 determined based on the following formula:

20 (a) The payment to PAGA Members will be based on the number of pay periods that each
21 PAGA Member performed work for Defendant during the PAGA Period.

22 (b) The amount to be paid per pay period for each PAGA Member will be calculated by
23 dividing the number of pay periods that the PAGA Member performed work for Defendant during the
24 PAGA Period by the total aggregate number of pay periods all PAGA Members performed work for
25 Defendant during the PAGA Period. The PAGA Member's percentage of the PAGA Period will then
26 be multiplied by the PAGA Member Payment to arrive at the PAGA Member's pro rata share.

27 (c) Defendant's records shall be determinative for purposes of calculating the number of pay
28 periods and any payments to PAGA Members. The Settlement Administrator shall be responsible for

1 calculating each individual PAGA Member's respective pro-rata settlement payment.

2 ***C. Distribution of PAGA Fund***

3 43. Defendant shall provide the Settlement Administrator with a list of the names, addresses
4 and number of pay periods each of the PAGA Members performed work for Defendant during the
5 PAGA Period within thirty (30) days after the Court issues an Order approving the Settlement. The
6 contact information shall be provided confidentially to the Settlement Administrator only, and the
7 Settlement Administrator shall treat the information as private and highly confidential and take all
8 necessary precautions to maintain the confidentiality of contact information of the PAGA Members.
9 This information is to be used only to carry out the Settlement Administrator's duties as specified in this
10 Settlement, shall not be shared with Plaintiff's Counsel, and shall be destroyed promptly once the
11 Settlement Administrator has completed its delineated duties.

12 44. Within seven (7) days after the deposit of the second payment which is when the Total
13 Settlement Payment is fully funded, the Settlement Administrator shall pay to the LWDA an amount
14 equivalent to seventy-five percent (75%) of the PAGA Fund, or as otherwise directed by the Court.
15 Likewise, the Settlement Administrator shall distribute to PAGA Members their individual portion of
16 the PAGA Fund (the "Individual Payment"), or as otherwise directed by the Court. A letter approved by
17 the Parties will be included in the mailing of the Individual Payment to each PAGA Member.

18 45. Within seven (7) days after the deposit of the second payment which is when the Total
19 Settlement Payment is fully funded, the Settlement Administrator shall distribute the Plaintiff's
20 Enhancement Award.

21 46. Within seven (7) days after the deposit of the second payment which is when the Total
22 Settlement Payment is fully funded, the Settlement Administrator shall distribute to Plaintiff's Counsel
23 the court-approved Plaintiff's Counsel Payment.

24 47. The Settlement Administrator will send the Individual Payments to the PAGA Members
25 by First Class U.S. Mail.

26 48. To provide the best notice and delivery of Individual Payments practicable, any
27 Individual Payment returned to the Settlement Administrator as non-delivered shall be sent by First
28 Class U.S. Mail to the forwarding address affixed thereto, if any. If no forwarding address is provided

1 for an Individual Payment that is returned as non-deliverable, the Settlement Administrator shall use the
2 best available technology accessible (e.g., skip tracing, address verification, etc.) to the Settlement
3 Administrator or other mutually agreeable method to locate PAGA Members and will then mail the
4 Individual Payment to the address identified by First Class U.S. Mail. If no valid address is located, the
5 Individual Payment for that individual will be deemed undeliverable. If any PAGA Members cannot be
6 located within two attempts at mailings by the Settlement Administrator, the Individual Payment for that
7 individual will be deemed undeliverable.

8 49. The Settlement Administrator shall maintain a list of the postmark date for the original
9 mailing of the Individual Payment to the PAGA Members, the postmark date of any subsequent mailing
10 to any PAGA Members, and a list of PAGA Members who did not receive the Individual Payment due
11 to the inability to locate a valid address using the procedures described herein or who otherwise could
12 not be located within two attempts at mailing.

13 50. All Individual Payment checks will remain valid and negotiable for 180 days from the
14 date of their initial mailing by the Settlement Administrator. After 180 days from the date of their
15 mailing by the Settlement Administrator, any uncashed checks will be void. For any PAGA Member
16 whose funds are undeliverable and/or who does not cash or negotiate her or his Individual Payment
17 check within 180 days, the uncashed funds shall be distributed to the Controller of the State of
18 California to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500, *et*
19 *seq.* for the benefit of the PAGA Member(s) who did not cash their checks until such time that they
20 claim their property, or the property is otherwise disposed of pursuant to the Unclaimed Property
21 Laws. The Settlement Administrator will send Defense Counsel a list of any such uncashed checks
22 seven days prior to distributing those uncashed funds to the Controller.

23 51. The Settlement Administrator will prepare and issue any tax forms required by law,
24 including any IRS Form 1099s to PAGA Members, Plaintiff, and Plaintiff's Counsel.

25 52. The Settlement Administrator shall also prepare any accounting, declaration of
26 completion of distribution of settlement funds, or other settlement administrative task required by the
27 Court to effectuate the Settlement.

28

1 ***D. Settlement Administration Payment***

2 53. Within seven (7) days after the deposit of the second payment which is when the Total
3 Settlement Payment is fully funded, the Settlement Administrator shall deduct an amount equivalent to
4 the Settlement Administrator Costs.

5 **VI. RELEASED CLAIMS**

6 ***A. Claims Released by Plaintiff, the LWDA, and the State of California***

7 54. Upon the Effective Date and the date Defendant fully funds the Total Settlement
8 Payment, the LWDA, the State of California, and Plaintiff will fully release and forever discharge the
9 Released Parties from any and all Released Claims.

10 ***B. Tax Treatment and Tax Indemnification***

11 55. PAGA Members, including Plaintiff, will assume any tax obligations or consequences
12 which may arise from this Settlement. PAGA Members, including Plaintiff, release any and all claims
13 that they have or may have against Defendant for any claims, demands, deficiencies, levies,
14 assessments, executions, judgments, penalties, taxes, indemnification, and any other recoveries related
15 to any payments made under this Settlement or any compensation provided at any time by Defendant or
16 any of the Released Parties. If any state or federal taxing authority contacts, investigates, or pursues any
17 action against any PAGA Members, including Plaintiff, for their individual share of taxes related to any
18 payments made under this Settlement or any compensation provided at any time by Defendant or any of
19 the Released Parties, each PAGA Member, including Plaintiff, shall be responsible for their own
20 defense of and payment for any claim of unpaid taxes, interest, or penalties brought by any state or
21 federal taxing authority for the PAGA Settlement Member's share of any state or federal tax obligation.
22 Plaintiff and the PAGA Members agree to hold Defendant and any of the Released Parties harmless and
23 fully indemnify Defendant and any of the Released Parties for any costs, assessments, penalties, taxes,
24 and/or attorneys' fees, which Defendant and any of the Released Parties may incur arising out of any
25 and all claims made, sought or imposed by the I.R.S., the California Franchise Tax Board, and/or any
26 other federal, state or local taxing board and/or agency in regard to any amounts due, or claimed to be
27 due, by the PAGA Member, if any, to such authority or agency as a result of the tax treatment of the
28 payment described above. If a PAGA Member has questions about any liability to any state or federal

1 taxing authority, they shall contact the Settlement Administrator. The PAGA Members, including
2 Plaintiff, shall not contact Defendant, any of the Released Parties, or Defense Counsel regarding this
3 Settlement or its tax consequences. Nothing herein shall be deemed to constitute tax advice or guidance.

4 56. Any payment to PAGA Members pursuant to this Settlement will not result in additional
5 benefit payments, such as 401(k) or bonus payments.

6 **VII. MISCELLANEOUS PROVISIONS**

7 ***A. Nullification of Settlement Agreement.***

8 57. In the event that: (a) the Court does not approve the Settlement as provided herein; (b)
9 the Court strikes, modifies, or does not approve any material term of this Agreement; or (c) the
10 Settlement does not become final as written and agreed to by the Parties for any other reason, then this
11 Agreement, and any documents generated to bring it into effect, will be null and void, all amounts
12 deposited into the QSF will be returned to Defendant, and the Parties shall be returned to their original
13 respective positions. The Parties' agreement to a representative PAGA Member group is for purposes of
14 Settlement only, therefore, if the Settlement is nullified or void, so too, is the agreement to treat this as a
15 representative action. Should such a nullification occur each of the Parties shall be referred to her, his,
16 its or their respective positions as if this Agreement did not exist. Pursuant to California Evidence Code
17 § 1152, this Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or
18 enforce this Agreement. If this Agreement is not approved or does not become Effective (as defined by
19 the Effective Date), the Parties agree that this Settlement Agreement is void, and remains protected by
20 California Evidence Code § 1152.

21 ***B. Mutual Full Cooperation***

22 58. Plaintiff and Defendant, Plaintiff's Counsel, and Defense Counsel agree to fully
23 cooperate with each other to accomplish the terms of this Settlement, including, but not limited to,
24 execution of such documents and to take such other action as may reasonably be necessary to implement
25 the terms herein. The Parties agree to use their best efforts and any other efforts that may become
26 necessary by Order of the Court, or otherwise, to effectuate this Settlement.

27 ***C. Parties' Authority***

28 59. The signatories hereto represent that they are fully authorized to enter into this

1 Settlement.

2 ***D. Binding Nature of the Settlement***

3 60. This Settlement shall be binding upon, and inure to the benefit of, the successors or
4 assigns of the Released Parties. Plaintiff represents, covenants, and warrants that she has not directly or
5 indirectly, assigned, transferred, or encumbered any claim, demand, action, cause of action or rights
6 released in the Released Claims in this Settlement. This Settlement also shall be binding upon Plaintiff,
7 the PAGA Members, the State of California, and the LWDA.

8 61. This Settlement may be amended or modified only by a written instrument. No rights
9 under this Settlement may be waived except in writing.

10 62. This Settlement constitutes the entire agreement between Plaintiff and Defendant
11 relating to the terms contained herein. All prior or contemporaneous agreements, understandings, and
12 statements, whether oral or written, whether express or implied, and whether by a party or its counsel,
13 concerning this Settlement are merged herein. No oral or written representations, warranties or
14 inducements have been made to any party concerning this Settlement or its exhibits other than the
15 representations, warranties and covenants contained and memorialized in such documents.

16 63. Paragraph titles or captions contained herein are inserted as a matter of convenience and
17 for reference, and in no way define, limit, extend, or describe the scope of this Settlement or any of its
18 provisions. Each term of this Settlement is intended to be contractual and not merely a recital.

19 ***E. Joint Drafting of Settlement Documents***

20 64. Plaintiff's Counsel and Defense Counsel have arrived at this Settlement as a result of a
21 series of arm's-length negotiations, including a full-day mediation with experienced wage and hour
22 mediator Lynn Frank, Esq., and counsel have taken into account all relevant factors, present and
23 potential risks with ongoing litigation.

24 65. This Settlement has been drafted jointly by Plaintiff's Counsel and Defense Counsel
25 and, therefore, in any construction or interpretation of this Settlement, the same shall not be construed
26 against any of the Parties.

27 ***F. Execution of the Settlement***

28 66. This Agreement may be executed in any number of counterparts, any of which shall be

1 deemed to be the original if fully executed by both Parties. This Agreement may be executed and
2 delivered by facsimile or email and, when fully executed and delivered, this Settlement and photocopies
3 thereof shall be legally binding and enforceable as the original. If an electronic signature is utilized by
4 any signatory to this Agreement the Party and/or our counsel utilizing the electronic signature
5 acknowledge that the electronic signature is binding pursuant to California Civil Code section 1633.1, *et*
6 *seq.* (the "Uniform Electronic Transactions Act") and that it was obtained by the person for whom it
7 appears, and appropriate measures were taken to protect the security and authenticity of the signatory.

8 ***G. Continuing Jurisdiction of the Court***

9 67. Pursuant to California Code of Civil Procedure section 664.6, the Parties agree that the
10 Court shall retain jurisdiction over the Parties, and over this Settlement, in order to: (i) monitor and
11 enforce compliance of Settlement, and/or (ii) resolve any disputes over this Settlement or the
12 administration of the benefits of this Settlement.

13 ***H. Invalidity of Any Provision***

14 68. Before declaring any provision of this Agreement invalid, the Court will first attempt to
15 construe the provision as valid to the fullest extent possible consistent with applicable precedents so as
16 to define all provisions of this Agreement valid and enforceable.

17 ***I. No Collateral Attack***

18 69. This Agreement shall not be subject to collateral attack by any PAGA Member after the
19 Effective Date. Such prohibited collateral attacks shall include but not be limited to claims that the
20 PAGA Member failed for any reason to receive notice of the settlement and/or her or his Individual
21 Payment. PAGA Members do not have the right to object or opt out of the Settlement.

22 ***J. Notifications to the LWDA***

23 70. Plaintiff's Counsel shall notify the LWDA of the Settlement at the same time that it is
24 submitted to the Court and take all other steps required to effectuate the Settlement under Labor Code
25 Section 2699(l).

26 ***K. Representations by Plaintiff***

27 71. Plaintiff acknowledges the following:

28 (a) Plaintiff has carefully read and fully understands all of the provisions of this Settlement;

(b) Plaintiff knowingly and voluntarily agrees to all of the terms set forth in this Settlement and have not been coerced, threatened, or intimidated into executing this Settlement;

(c) Plaintiff was advised, and hereby is advised in writing, to consider the terms of this Settlement and consult with their attorneys before signing this Settlement; and

(d) Other than the fees and costs awarded pursuant to the terms of this Settlement, Plaintiff acknowledges that all Parties shall bear their own fees and costs through the conclusion of the Actions.

L. Representations by Defendant

72. Defendant acknowledges the following:

(a) Defendant has carefully read and fully understand all of the provisions of this Settlement;

(b) Defendant knowingly and voluntarily agrees to all of the terms set forth in this Settlement and have not been coerced, threatened, or intimidated into executing this Settlement;

(c) Defendant was advised, and hereby is advised in writing, to consider the terms of this Settlement and consult with its attorneys before signing this Settlement.

(d) Other than the fees and costs awarded pursuant to the terms of this Settlement, Defendant acknowledges that all Parties shall bear their own fees and costs through the conclusion of this Action.

K. No Other Representations

73. The Parties acknowledge that, except as expressly set forth herein, no representation of any kind or character has been made to induce the execution of this Agreement.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement and Release of PAGA Claims as of the date(s) set forth below:

AGREED TO BY PLAINTIFF AS TO FORM AND CONTENT:

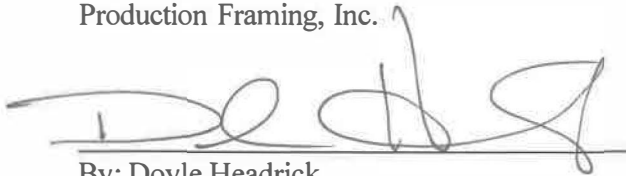
DATED: March __, 2022
3/30/2022

Brynn Salvador Lopez Benavides, individually and on behalf of other aggrieved employees

DocuSigned by:
BRYNN
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1 DATED: March 29, 2022

Production Framing, Inc.



By: Doyle Headrick
Title: Principal

5 AGREED TO BY PLAINTIFF'S COUNSEL:

6 **FALAKASSA LAW, P.C.**

7 3/29/2022

8 DATED: March ___, 2022

DocuSigned by:

Joshua Falakassa

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Joshua Falakassa

Attorney for Plaintiff and the Aggrieved Employees

11 **BOKHOUR LAW GROUP, P.C.**

12 3/29/2022

13 DATED: March ___, 2022

DocuSigned by:

Mehrdad Bokhour

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Mehrdad Bokhour

Attorney for Plaintiff and the Aggrieved Employees

16 APPROVED AS TO FORM TO BY DEFENDANT'S COUNSEL:

17 **ARABIAN-LEE LAW CORPORATION**

19 DATED: March 29, 2022

Ellen Arabian-Lee

Ellen Arabian-Lee, Esq.

Attorneys for Defendant Production Framing, Inc.