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9  
10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
11 **COUNTY OF TULARE**

12 PEDRO SANCHEZ, individually, and on behalf  
13 of all others similarly situated, and on behalf of  
14 other aggrieved employees pursuant to the  
California Private Attorney General Act;

Plaintiff,

15 vs.

16  
17 BENEVENTO'S CLEANING &  
18 RESTORATION SERVICE, INC., DBA  
SERVICE MASTER BY BENEVENTO, a  
19 California corporation; and DOES 1 through 10,  
inclusive,

Defendants

Case No.: VCU310618

Assigned for All Purposes to:  
Hon. David C. Mathias, Dept. 1

**CLASS ACTION AND PAGA  
SETTLEMENT AGREEMENT AND  
CLASS NOTICE**

Complaint Filed: July 1, 2024  
FAC Filed: September 9, 2024  
Trial Date: None Set



1 the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance  
2 with the Administrator’s “not to exceed” bid submitted to the Court in connection with  
3 Preliminary Approval of the Settlement.

4 1.4. “Aggrieved Employee” means all current or former hourly paid or non-exempt employees  
5 employed by Defendant within the state of California at any time during the PAGA Period.

6 1.5. “Class” or “Class Members” means all current or former hourly paid or non-exempt  
7 employees employed by Defendant within the state of California at any time during the  
8 Class Period.

9 1.6. “Class Counsel” means THE SENTINEL FIRM, APC.

10 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the  
11 amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and  
12 expenses, respectively, incurred to prosecute the Action subject to court approval. If the  
13 Court awards less than the amounts requested, any amount not awarded with become part of  
14 the Net Settlement Amount for distribution to Participating Class Members.

15 1.8. “Class Data” means Class Member identifying information in Defendant’s possession  
16 including the Class Member’s name, last-known mailing address, Social Security number,  
17 and number of Class Period Workweeks and PAGA Pay Periods.

18 1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as either a  
19 Participating Class Member or Non-Participating Class Member (including a Non-  
20 Participating Class Member who qualifies as an Aggrieved Employee) during the Class  
21 Period.

22 1.10. “Class Member Address Search” means the Administrator’s investigation and search for  
23 current Class Member mailing addresses using all reasonably available sources, methods  
24 and means including, but not limited to, the National Change of Address database, skip  
25 traces, and direct contact by the Administrator with Class Members.

26 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION  
27 SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be  
28 mailed to Class Members in English and Spanish in the form, without material variation,

1 attached as **Exhibit A** and incorporated by reference into this Agreement. The Class  
2 Notice shall constitute notice to the Class pursuant to California Rule of Court, rule  
3 3.769(f) and, once approved by the Court, shall be deemed compliant with California Rule  
4 of Court, rule 3.766.

5 1.12. “Class Period” means the period from July 1, 2023 through October 18, 2025, or as modified  
6 pursuant to Paragraph 8 of the Agreement.

7 1.13. “Class Representative” means Plaintiffs Pedro Sanchez and Francisca Meza named in the  
8 operative complaint in the Class and PAGA Action seeking Court approval to serve as a  
9 Class Representative for settlement purposes only.

10 1.14. “Class Representative Service Payment” means the payment to the Class Representative,  
11 subject to court approval, for initiating the Class and PAGA Action and providing services  
12 in support of the Action. If the Court awards less than the amount requested, any amount  
13 not awarded will become part of the Net Settlement Amount for distribution to  
14 Participating Class Members.

15 1.15. “Court” means the Superior Court of California, County of Tulare.

16 1.16. “Defendant” means Benevento’s Cleaning & Restoration Service, Inc., dba Service Master  
17 by Benevento.

18 1.17. “Defense Counsel” means FISHER & PHILIPS LLP.

19 1.18. “Effective Date” means the date when all of the following events have occurred: (1) the  
20 Settlement Agreement has been executed by all Parties, Class Counsel, and Defendant’s  
21 Counsel; (2) the Court has given preliminary approval of the Settlement; (3) the Class Notice  
22 has been mailed to the Class Members, providing them with an opportunity to object to the  
23 terms of the Class Settlement or opt out of the Class Settlement; (4) the Court has held a  
24 Final Approval Hearing and entered a Final Approval Order and Judgment; and either (a) no  
25 objections to the Settlement were filed prior to the Final Approval Hearing or made at the  
26 Final Approval Hearing, in which case the Effective Date shall be the date the Court enters  
27 the Final Approval Order and Judgment; or (b) any objections to the Settlement were filed  
28 or made at the Final Approval Hearing, in which case the Effective Date shall be the later of

1 (i) five (5) business days after the deadline to file any appeal, writ, or other appellate  
2 challenge to the Final Approval Order and Judgment has passed without any such filing; or  
3 (ii) five (5) business days after any such appellate proceeding has been finally resolved or  
4 dismissed with no further right to seek review.

5 1.19. “Final Approval” means the Court’s order granting final approval of the Settlement.

6 1.20. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of  
7 the Settlement.

8 1.21. “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval  
9 of the Settlement following the exhaustion of any appeal rights.

10 1.22. “Gross Settlement Amount” means **One Hundred Sixty-Two Thousand, Five-Hundred**  
11 **Dollars and Zero Cents (\$162,500.00)** which is the total amount Defendant agrees to pay  
12 under the Settlement. The Gross Settlement Amount will be used to pay Individual Class  
13 Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees,  
14 Class Counsel Expenses, Class Representative Service Payment and the Administrator’s  
15 Expenses, as approved by the Court.

16 1.23. “Individual Class Payment” means a Participating Class Member’s pro rata share of the Net  
17 Settlement Amount calculated according to the number of Workweeks worked during the  
18 Class Period.

19 1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 35% of the  
20 PAGA Penalties calculated according to the number of PAGA Pay Periods worked during  
21 the PAGA Period.

22 1.25. “Judgment” means the judgment entered by the Court based upon the Final Approval.

23 1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency  
24 entitled to receive penalty payments, under Labor Code § 2699(i).

25 1.27. “LWDA PAGA Payment” means the 65% of the PAGA Penalties paid to the LWDA under  
26 Labor Code § 2699(m).

27 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments  
28 in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA

1 Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class  
2 Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The  
3 remainder is to be paid to Participating Class Members as Individual Class Payments.

4 1.29. “Non-Participating Class Member” means any Class Member who opts out of the Settlement  
5 by sending the Administrator a valid and timely Request for Exclusion.

6 1.30. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked  
7 for Defendant for at least one day during the PAGA Period.

8 1.31. “PAGA Period” means the period from July 1, 2023 through October 18, 2025 or as  
9 modified pursuant to Paragraph 8 of the Agreement.

10 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).

11 1.33. “PAGA Notice” means Plaintiff Sanchez’s July 1, 2024 letter to Defendant and the LWDA  
12 providing notice pursuant to Labor Code § 2699.3(a) and Plaintiff’s October 7, 2025  
13 Amended PAGA letter providing the same notice.

14 1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross  
15 Settlement Amount, which will be \$10,000.00, allocated 35% to the Aggrieved Employees  
16 (\$3,500.00) and the 65% to LWDA (\$6,500.00) in settlement of PAGA claims.

17 1.35. “Participating Class Member” means a Class Member who does not submit a valid and  
18 timely Request for Exclusion from the Settlement. Participating Class Members will release  
19 all of the Released Claims and will be bound by all terms of the Settlement and any final  
20 judgment entered in the Class and PAGA Action.

21 1.36. “Plaintiffs” means Pedro Sanchez and Francisca Meza, the named plaintiffs in the operative  
22 Complaint in the Class and PAGA Action.

23 1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the  
24 Settlement.

25 1.38. “Released Class Claims” means the claims being released by all Participating Class  
26 Members as described in Paragraph 5.2 below.

27 1.39. “Released PAGA Claims” means the claims being released as described in Paragraph 5.3  
28 below.

1 1.40. “Released Parties” means: Defendant Benevento’s Cleaning & Restoration Service, Inc.,  
2 dba Service Master by Benevento, and Defendant’s past, present, and future predecessors,  
3 successors, officers, directors, employees and agents.

4 1.41. “Request for Exclusion” means a Class Member’s submission of a written request to be  
5 excluded from the Class Settlement signed by the Class Member.

6 1.42. “Response Deadline” means sixty (60) days after the Administrator mails Notice to Class  
7 Members and Aggrieved Employees and shall be the last date on which Class Members  
8 may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email,  
9 or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are  
10 resent after having been returned undeliverable to the Administrator shall have an additional  
11 14 calendar days beyond the Response Deadline has expired to submit Requests for  
12 Exclusion from the Settlement, Objections to the Settlement, or to dispute the Workweeks  
13 allocated to them as a part of the Settlement.

14 1.43. “Settlement” means the disposition of the Action effected by this Agreement and the  
15 Judgment.

16 1.44. “Workweek” means any week during which a Class Member worked for Defendants for at  
17 least one day, during the Class Period.

18 **2. RECITALS.**

19 2.1. On July 1, 2024, Plaintiff Sanchez commenced the Class and PAGA Action by filing a  
20 Complaint in Tulare Superior Court alleging causes of action against Defendant for: (1) Violation of Labor  
21 Code §§ 204, 1194, 1194.2, 1197 (Failure to Pay Minimum Wages); (2) Violation of Labor Code §§ 1194,  
22 1198 (Failure to Pay Overtime Compensation); (3) Violation of Labor Code §§ 226.7, 512 (Failure to  
23 Provide Meal Periods); (4) Violation of Labor Code § 226.7, (Failure to Authorize and Permit Rest Breaks);  
24 (5) Violation of Labor Code § 2802 (Failure to Indemnify Necessary Business Expenses); (6) Violation of  
25 Labor Code §§ 201-203 (Failure to Timely Pay Final Wages at Termination); and (7) Violation of Labor  
26 Code § 226 (Failure to Provide Accurate Itemized Wage Statements; (8) Violation of Bus. & Prof. Code §§  
27 17200 et seq. (Unfair Business Practices). On September 10, 2024, Plaintiff filed a First Amended Complaint  
28 (“FAC”) adding a cause of action for Civil Penalties Under PAGA [Cal. Lab. Code §§ 2699, et seq.]. The

1 Parties agreed that as a condition of the Settlement, Plaintiffs will file a Second Amended Complaint adding  
2 additional allegations under the PAGA cause of action and adding Francisca Meza as a second Plaintiff.

3 2.2. Pursuant to Labor Code § 2699.3(a), Plaintiff Sanchez gave written notice to Defendant and  
4 the LWDA of the specific provisions of the Labor Code he contends were violated and the theories supporting  
5 his claims by sending the PAGA Notice on July 1, 2024 and the Amended Notice on October 7, 2025.

6 2.3 On September 18, 2025, the Parties participated in an all-day mediation presided over by  
7 Kevin Barnes, Esq. and subsequently reached an agreement to settle the Action.

8 2.4 Prior to and following the mediation, Plaintiffs obtained, through informal discovery,  
9 documents, data, and information necessary to evaluate the claims in the Action, including an appropriate  
10 sampling of pay and time records for the Class. Plaintiff's investigation was sufficient to satisfy the criteria  
11 for Court approval set forth in *Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794, 1801 (1996) and *Kullar v.*  
12 *Foot Locker Retail, Inc.*, 168 Cal. App. 4th 116, 129-130 (2008) ("*Dunk/Kullar*").

13 2.5 The Court has not granted class certification.

14 2.6 The Parties, Class Counsel and Defense Counsel represent that they are not aware of any  
15 other pending class action asserting claims that will be extinguished or affected by the Settlement.

### 16 **3 MONETARY TERMS.**

17 3.4 Gross Settlement Amount. Defendant promises to pay a maximum of **\$162,500.00** as the  
18 Gross Settlement Amount, and to separately pay any and all employer-side payroll taxes owed on the Wage  
19 Portion of each Individual Class Payment. Defendant has no obligation to pay the Gross Settlement Amount  
20 (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will  
21 disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or  
22 Aggrieved Employees to submit any claim form as a condition of payment. None of the Gross Settlement  
23 Amount will revert to Defendant.

24 3.5 Payments from the Gross Settlement Amount. The Administrator will make and deduct the  
25 following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final  
26 Approval:

27 3.5.1 To Plaintiff: A Class Representative Service Payment to each Class Representative of not  
28 more than \$5,000.00, in addition to any Individual Class Payment and any Individual PAGA

1 Payment the Class Representative is entitled to receive as a Participating Class Member. Defendant  
2 will not oppose Plaintiffs' requests for a Class Representative Service Payment that do not exceed  
3 this amount. Plaintiffs will seek Court approval for any Class Representative Service Payment in the  
4 Final Approval Motion. If the Court approves a Class Representative Service Payment less than the  
5 amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The  
6 Administrator will pay the Class Representative Service Payment using the appropriate IRS Form  
7 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class  
8 Representative Service Payment and agree to indemnify Defendant and hold it harmless for any  
9 responsibility, liability, claim, complaint, damages, penalties, interest or any other actual or potential  
10 damages arising from Plaintiffs' obligations to pay taxes owed on the Class Representative Service  
11 Payment.

12 3.5.2 To Class Counsel: A Class Counsel Fees Payment of not more than one-third of the Gross  
13 Settlement Amount and Class Counsel Litigation Expenses Payment of not more than \$16,000.  
14 Defendant will not oppose requests for these payments provided they do not exceed these amounts.  
15 Plaintiffs will seek Court approval for the Class Counsel Fees Payment and the Class Litigation  
16 Expenses Payment in the Final Approval Motion. If the Court approves a Class Counsel Fees  
17 Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the  
18 Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have  
19 no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim as to any portion  
20 of the Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The  
21 Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using  
22 one or more appropriate IRS-1099 Forms. Class Counsel assumes full responsibility and liability for  
23 taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment  
24 and agrees to indemnify Defendant and hold it harmless for any responsibility, liability, claim,  
25 complaint, damages, penalties, interest or any other actual or potential damages arising from  
26 Plaintiffs' obligations to pay taxes owed on these Payments or from any dispute or controversy  
27 regarding any division or sharing of any of these Payments.

28 3.5.3 To the Administrator: An Administrator Expenses Payment not to exceed \$6,490.00 except

1 upon a showing of good cause and as approved by the Court. To the extent the Administration  
2 Expenses are less than, or the Court approves payment less than this amount, the Administrator will  
3 retain the remainder in the Net Settlement Amount. Apex Class Action Administration has been  
4 selected as the Administrator, based upon its “not to exceed” bid of \$6,490.00.

5 3.5.4 To Each Participating Class Member: An Individual Class Payment calculated by (a)  
6 dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating  
7 Class Members during the Class Period and (b) multiplying the result by each Participating Class  
8 Member’s Workweeks.

9 3.5.4.1 Tax Allocation of Individual Class Payments. 20% of each Participating  
10 Class Member’s Individual Class Payment will be allocated to settlement of  
11 wage claims (the “Wage Portion”). The Wage Portion of each Individual  
12 Class Payment is subject to tax withholding and will be reported on an IRS  
13 W-2 Form. The remaining 80% of each Participating Class Member’s  
14 Individual Class Payment will be allocated to settlement of claims for  
15 interest and penalties (the “Non-Wage Portion”). The Non-Wage Portion of  
16 each Individual Class Payment is not subject to wage withholdings and will  
17 be reported on IRS 1099 Forms. Participating Class Members assume full  
18 responsibility and liability for any taxes owed on their Individual Class  
19 Payments and agree to indemnify Defendant and hold it harmless for any  
20 responsibility, liability, claim, complaint, damages, penalties, interest or any  
21 other actual or potential damages arising from Participating Class Members’  
22 obligations to pay taxes owed on these Payments.

23 3.5.4.2 Effect of Non-Participating Class Members on Calculation of Individual  
24 Class Payments. Non-Participating Class Members will not receive any  
25 Individual Class Payments. The Administrator will retain amounts equal to  
26 their Individual Class Payments in the Net Settlement Amount for  
27 distribution to Participating Class Members on a pro rata basis.

28 3.5.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$10,000.00 be

1 paid from the Gross Settlement Amount, with 65% (\$6,500.00) allocated to the LWDA PAGA Payment  
2 and 35% (\$3,500.00) allocated to Individual PAGA Payments.

3 3.5.5.1 The Administrator will calculate each Individual PAGA Payment by (a)  
4 dividing the amount of the Aggrieved Employees' 35% share of PAGA  
5 Penalties (\$3,500) by the total number of PAGA Period Pay Periods worked  
6 by all Aggrieved Employees during the PAGA Period and (b) multiplying  
7 the result by each Aggrieved Employee's PAGA Period Pay Periods.  
8 Aggrieved Employees assume full responsibility and liability for any taxes  
9 owed on their Individual PAGA Payments and agree to indemnify  
10 Defendant and hold it harmless for any responsibility, liability, claim,  
11 complaint, damages, penalties, interest or any other actual or potential  
12 damages arising from Participating Class Members' obligations to pay taxes  
13 owed on these Payments.

14 3.5.5.2 If the Court approves PAGA Penalties of less than the amount requested, the  
15 Administrator will allocate the remainder to the Net Settlement Amount. The  
16 Administrator will report the Individual PAGA Payments on the appropriate  
17 IRS 1099 Forms.

#### 18 **4 SETTLEMENT FUNDING AND PAYMENTS.**

19 4.1 Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of Defendant's  
20 records at the time of mediation (as of September 18, 2025), Defendant estimated that the number of  
21 Workweeks worked by the estimated 116 class members was 6,722. The estimated number of Aggrieved  
22 Employees and pay periods was estimated to be the same figures. Based on a current review of Defendant's  
23 records, the number of Class Members and Workweeks through the Class Period are approximately 123  
24 Class Members and 7,267 workweeks. The number of Aggrieved Employees and Pay Periods are the same  
25 approximate figures.

26 4.2 Class Data. Not later than fourteen (14) days after the Court grants Preliminary Approval of  
27 the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel  
28 spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in

1 confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict  
2 access to the Class Data to Administrator employees who need access to the Class Data to effect and perform  
3 required tasks under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel  
4 if it discovers that the Class Data omitted class member identifying information and to provide corrected or  
5 updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which  
6 Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously  
7 use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted  
8 Class Data.

9       4.3     Funding of Gross Settlement Amount. Defendant shall fund the Gross Settlement Amount  
10 and the amounts necessary to fully pay Defendant's share of payroll taxes (as calculated by the  
11 Administrator) as to the Wage Portion of the Gross Settlement Amount by transmitting the funds to the  
12 Administrator within 30 days of the Effective Date pursuant to Internal Revenue Code section 1.468B-1 for  
13 deposit in an interest-bearing qualified settlement account ("QSA") with an FDIC insured banking  
14 institution, for distribution in accordance with this Agreement and the Court's Orders, and subject to the  
15 conditions described herein.

16       4.4     Payments from the Gross Settlement Amount. Within thirty (30) days after Defendant funds  
17 the settlement as provided for in Paragraph 4.3, the Administrator will mail checks for all Individual Class  
18 Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses  
19 Payment, Class Counsel Fees Payment, the Class Counsel Litigation Payment, Class Counsel Expenses  
20 Payment, and the Class Representative Service Payments. Disbursement of the Class Counsel Fees Payment,  
21 the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment shall not  
22 precede disbursement of Individual Class Payments and Individual PAGA Payments.

23       4.4.1   The Administrator will issue checks for the Individual Class Payments and/or Individual  
24 PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage  
25 prepaid. The face of each check shall prominently state the date when the check will be  
26 voided, which date shall be one hundred eighty (180) days after the date of mailing. The  
27 Administrator will cancel all checks not cashed by the void date. The Administrator will  
28 send checks for Individual Settlement Payments to all Participating Class Members

1 (including those for whom Class Notice was returned undelivered). The Administrator will  
2 send checks for Individual PAGA Payments to all Aggrieved Employees including Non-  
3 Participating Class Members who qualify as Aggrieved Employees (including those for  
4 whom Class Notice was returned undelivered). The Administrator may send Participating  
5 Class Members a single check combining the Individual Class Payment and the Individual  
6 PAGA Payment. Before mailing any checks, the Settlement Administrator must update the  
7 recipients' mailing addresses using the National Change of Address Database.

8 4.4.2 The Administrator must conduct a Class Member Address Search for all other Class  
9 Members whose checks are returned undelivered without USPS forwarding address. Within  
10 seven (7) days of receiving a returned check the Administrator must re-mail checks to the  
11 USPS forwarding address provided or to an address ascertained through the Class Member  
12 Address Search. The Administrator need not take further steps to deliver checks to Class  
13 Members whose re-mailed checks are returned as undelivered. The Administrator shall  
14 promptly send a replacement check to any Class Member whose original check was lost or  
15 misplaced, requested by the Class Member prior to the void date.

16 4.4.3 For any Class Member whose Individual Class Payment check or Individual PAGA  
17 Payment check is uncashed and cancelled after the void date, the Administrator shall  
18 transmit the funds represented by such checks to the California Controller's Unclaimed  
19 Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject  
20 to the requirements of California Code of Civil Procedure § 384(b).

21 4.4.4 The payment of Individual Class Payments and Individual PAGA Payments shall not  
22 obligate Defendant to confer any additional benefits or make any additional payments to  
23 Class Members (such as 401(k) contributions or bonuses) beyond those specified in this  
24 Agreement.

## 25 **5 RELEASES OF CLAIMS.**

26 As of the Effective Date of this Settlement, Plaintiffs and the Participating Class Members and  
27 Aggrieved Employees will release claims against all Released Parties as set forth below:

### 28 5.1 Plaintiffs' Release.

1           5.1.1 Scope of Plaintiff's Release. Plaintiffs and their respective former and present  
2 spouses, representatives, agents, attorneys, heirs, administrators, successors, and  
3 assigns generally, release and discharge Released Parties from any and all of the  
4 claims, whether known or unknown, suspected or unsuspected, contingent or non-  
5 contingent, which now exist, or have existed, upon any theory of law, contract, or  
6 equity now existing, including, but not limited to, conduct that is negligent,  
7 intentional, with or without malice, or a breach of any duty, law or rule, without  
8 regard to the subsequent discovery or existence of such different or additional facts.  
9 Additionally, Plaintiffs release the Released Parties of all claims, charges,  
10 complaints, liens, debts, promises, agreements, controversies, demands, causes of  
11 action, obligations, damages and liabilities, known or suspected, arising out of,  
12 relating to or resulting from the Action, their respective employment with the  
13 Defendant, payment of wages during that employment and/or separation of  
14 employment with the Released Parties, including any claims arising under any  
15 federal, state, or local law, statute, ordinance, rule, or regulation or Executive Order  
16 relating to employment, including, but in no way limited to: claims under (1) the  
17 Civil Rights Act of 1964, as amended; (2) 42 U.S.C. § 1981; (3) the California Fair  
18 Employment and Housing Act; (4) Section 503 of the Rehabilitation Act of 1973;  
19 (5) the Americans with Disabilities Act; (6) the Fair Labor Standards Act (including  
20 the Equal Pay Act); (7) the California and the United States Constitution; (8) the  
21 California Labor Code; (9) the Family and Medical Leave Act; (10) the California  
22 Family Rights Act; (11) the Worker Adjustment and Retraining Notification Act;  
23 (12) the Employee Retirement Income Security Act; (13) the Immigration Reform  
24 and Control Act; (14) the California Business and Professions Code, sections 17200,  
25 et seq.; (15) the California Government Code; (16) the California Wage Orders; (17)  
26 the Age Discrimination in Employment Act (ADEA), all claims for wages or  
27 penalties under the California Labor Code, or Business and Professions Code  
28 sections 17200 *et seq*; all laws relating to violation of public policy, retaliation, or

1 interference with legal rights; any and all other employment or discrimination laws;  
2 whistleblower claims; any tort, fraud, or constitutional claims; and any breach of  
3 contract claims or claims of promissory estoppel (collectively “Claim” or “Claims”)  
4 which Plaintiffs now have, own or hold, or claim to have, own or hold, or which  
5 Plaintiffs at any time had, owned or held, or claimed to have, own or hold against  
6 any of the Released Parties up to and including, as of the final approval of this  
7 Settlement Agreement. (Everything released based on the above as well as  
8 everything released as part of the Released Class Claims discussed below will be  
9 referred to as “Plaintiffs’ Release.”). It is agreed that this is a general release and is  
10 to be broadly construed as a release of all claims, provided that notwithstanding the  
11 foregoing, this Paragraph expressly does not include a release of any claims that  
12 cannot be released hereunder by law. Plaintiff’s Release does not extend to any  
13 claims for vested benefits, unemployment benefits, disability benefits, social security  
14 benefits, workers’ compensation benefits that arose at any time. Plaintiffs  
15 acknowledges that Plaintiffs may discover facts or law different from, or in addition  
16 to, the facts or law that Plaintiffs now know or believe to be true but agrees,  
17 nonetheless, that Plaintiffs’ Release shall be and remain effective in all respects,  
18 notwithstanding such different or additional facts or Plaintiff’s discovery of them.  
19 Plaintiffs also understand and agrees that in accordance with the Older Workers  
20 Benefit Protection Act, Plaintiffs have had up to 21 days within which to consider  
21 this Agreement before executing it. Plaintiffs agree that if Plaintiffs elect to sign the  
22 agreement in less than 21 days, Plaintiffs do so voluntarily and without pressure or  
23 coercion from Defendant and waives any further period of consideration; Have  
24 carefully read and fully understands all of the provisions of this Agreement and that  
25 the provisions of this Agreement are written in a manner designed to be understood  
26 by Plaintiffs; Is, through this Agreement, releasing Defendants from any and all  
27 rights or claims Plaintiffs may have against Defendant under the Age Discrimination  
28 in Employment Act of 1967 (29 U.S.C. § 621, et seq.) (“ADEA”); Knowingly and

1 voluntarily intends to be legally bound by the same; Were advised and hereby is  
2 advised in writing to consider the terms of this Agreement and consult with an  
3 attorney of Plaintiffs' choice before executing this Agreement; Has a full seven days  
4 following the execution of this Agreement to revoke this Agreement and has been  
5 and hereby is advised in writing that this Agreement shall not become effective or  
6 enforceable until the revocation period has expired; Understands that rights or claims  
7 under the ADEA that may arise after the date this Agreement is executed are not  
8 waived. Plaintiffs further understand, however, that such rights will arise against  
9 Defendant in light of this Agreement.

10 5.1.2 Released PAGA Claims: Upon approval by the Court and upon funding of the Gross  
11 Settlement Amount, Plaintiff Sanchez, as agent and proxy of the LWDA will release  
12 the Released Parties for all claims arising during the PAGA Period for PAGA civil  
13 penalties related to any and all claims raised in the Class and PAGA Action and in  
14 the PAGA Notices or that could have reasonably been raised in the Class and PAGA  
15 Action and PAGA Notices based on the factual allegations set forth therein,  
16 including civil penalty claims for: failure to pay overtime wages; failure to pay  
17 overtime wages at the regular rate of pay; failure to pay minimum wages; any claims  
18 for additional wages owed due to "off the clock" work; rounding and/or any other  
19 theory alleged in the Action; failure to provide meal periods or compensation in lieu  
20 thereof; failure to provide rest periods or compensation in lieu thereof; failure to  
21 timely pay all wages due; failure to provide sick pay; waiting time penalties; failure  
22 to pay timely wages during employment; wage statement violations; failure to keep  
23 and maintain accurate payroll records; failure to reimburse expenses; violations of  
24 California Labor Code §§ 96, 98.6, 200, 201, 202, 203, 204, 210, 226(a), 226.3,  
25 226.7, 227.3, 432, 510, 512, 516, 558, 1174(d), 1182.12, 1194, 1194(a), 1194.2(a),  
26 1197, 1197.1, 1198, 1198.5, 1199, 2699, 2800, 2802, and 2804, and the applicable  
27 Industrial Welfare Commission Wage Orders. Plaintiff Sanchez, as agent and proxy  
28 of the LWDA, shall also release the Released Parties from claims for attorneys' fees

1 under Code of Civil Procedure section 1021.5 and/or claims for interest under Civil  
2 Code Sections 3287(b) and 3289 relating to the above categories of release claims.

3 5.1.3 Plaintiffs' Waiver of Rights Under California Civil Code § 1542. For purposes of  
4 Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights,  
5 and benefits, if any, of Section 1542 of the California Civil Code, which reads:

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

11 5.2 Release of Class Claims by Participating Class Members: Upon the Effective Date and  
12 funding of the Gross Settlement Amount to the settlement administrator, all Participating Class Members,  
13 on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs,  
14 administrators, successors, and assigns, release the Released Parties, for the duration of the Class Period, of  
15 the following: Any and all claims raised in the Class and PAGA Action or that could have reasonably been  
16 raised in the Class and PAGA Action based on the factual allegations set forth therein, claims for failure to  
17 pay overtime wages; failure to pay overtime wages at the regular rate of pay; failure to pay minimum wages;  
18 any claims for additional wages owed due to "off the clock" work; rounding and/or any other theory alleged  
19 in the Class and PAGA Action; failure to provide meal periods or compensation in lieu thereof; failure to  
20 provide rest periods or compensation in lieu thereof; failure to timely pay all wages due; failure to provide  
21 sick pay; waiting time penalties; failure to pay timely wages during employment; wage statement violations;  
22 failure to keep and maintain accurate payroll records; failure to reimburse expenses; violations of California  
23 Labor Code §§ 96, 98.6, 200, 201, 202, 203, 204, 210, 226(a), 226.3, 226.7, 227.3, 432, 510, 512, 516, 558,  
24 1174(d), 1182.12, 1194, 1194(a), 1194.2(a), 1197, 1197.1, 1198, 1198.5, 1199, 2800, 2802, and 2804, and  
25 the applicable Industrial Welfare Commission Wage Order. Participating Class Members also release the  
26 Released Parties from claims for attorneys' fees under Code of Civil Procedure section 1021.5 and/or claims  
27 for interest under Civil Code Sections 3287(b) and 3289 relating to the above categories of release claims.  
28 The Parties agree to take all necessary steps to ensure that a release covering all of the foregoing claims is  
approved by the Court, including if necessary and requested by the court amending the complaint in the  
Class and PAGA Action.

1           5.3     Release of PAGA Claims: Through Plaintiff Sanchez’s release as agent and proxy of the  
2 LWDA, Aggrieved Employees, whether or not they are Participating Class Members, shall be deemed to  
3 release the Released Parties for all claims arising during the PAGA Period for PAGA civil penalties related  
4 to any and all claims raised in the Class and PAGA Action and in the PAGA Notices or that could have  
5 reasonably been raised in the Class and PAGA Action and PAGA Notices based on the factual allegations  
6 set forth therein, including civil penalty claims for: failure to pay overtime wages; failure to pay overtime  
7 wages at the regular rate of pay; failure to pay minimum wages; any claims for additional wages owed due  
8 to “off the clock” work; rounding and/or any other theory alleged in the Action; failure to provide meal  
9 periods or compensation in lieu thereof; failure to provide rest periods or compensation in lieu thereof;  
10 failure to timely pay all wages due; failure to provide sick pay; waiting time penalties; failure to pay timely  
11 wages during employment; wage statement violations; failure to keep and maintain accurate payroll records;  
12 failure to reimburse expenses; violations of California Labor Code §§ 96, 98.6, 200, 201, 202, 203, 204,  
13 210, 226(a), 226.3, 226.7, 227.3, 432, 510, 512, 516, 558, 1174(d), 1182.12, 1194, 1194(a), 1194.2(a), 1197,  
14 1197.1, 1198, 1198.5, 1199, 2699, 2800, 2802, and 2804, and the applicable Industrial Welfare Commission  
15 Wage Orders. Aggrieved Employees shall also be deemed to release the Released Parties from claims for  
16 attorneys’ fees under Code of Civil Procedure section 1021.5 and/or claims for interest relating to the above  
17 categories of release claims. The Released PAGA Claims include a release from the State of California (to  
18 the extent Plaintiff Sanchez is permitted to provide such a release for the State of California for the PAGA  
19 Period).

20     **6 MOTION FOR PRELIMINARY APPROVAL.**

21           Plaintiffs shall prepare and file a motion for preliminary approval (“Motion for Preliminary  
22 Approval”) that complies with the Court’s current checklist for Preliminary Approval.

23           6.1     Plaintiff’s Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all  
24 documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and  
25 memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement  
26 under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code § 2699(f)(2)); (ii)  
27 a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft  
28 proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for

1 administering the Settlement and attesting to its willingness to serve; competency; operative procedures for  
2 protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of  
3 funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class  
4 Members; and the nature and extent of any financial relationship with Plaintiffs, Class Counsel or Defense  
5 Counsel; (v) a signed declaration from Plaintiffs confirming willingness and competency to serve and  
6 disclosing all facts relevant to any actual or potential conflicts of interest with Class Members or the  
7 Administrator; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent  
8 the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice  
9 of violations (Labor Code § 2699.3(a)), Operative Complaint (Labor Code § 2699(l)(1)), this Agreement  
10 (Labor Code § 2699(l)(2)) and (vi) all facts relevant to any actual or potential conflict of interest with Class  
11 Members, the Administrator. In their Declarations, Plaintiffs and Class Counsel shall aver that they are not  
12 aware of any other pending matter or action asserting claims that will be extinguished or adversely affected  
13 by the Settlement.

14       6.2     Responsibilities of Counsel. Class Counsel is responsible for expeditiously finalizing and  
15 filing the Motion for Preliminary Approval no later than thirty (30) days after the full execution of this  
16 Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in  
17 Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for  
18 delivering the Court's Preliminary Approval to the Administrator.

19       6.3     Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for  
20 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense  
21 Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and  
22 in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions  
23 Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will  
24 expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith,  
25 to modify the Agreement and otherwise satisfy the Court's concerns, if possible. Defendant retains its  
26 right, in the exercise of its sole respective discretion, to unilaterally withdraw from and terminate the  
27 Settlement if the Court makes or orders material changes to the Basic Settlement Terms as set forth in  
28 Paragraph 9 below or as otherwise stated therein.

1 **7 SETTLEMENT ADMINISTRATION.**

2 7.1 Selection of Administrator. The Parties have jointly selected Apex Class Action  
3 Administration (“Apex”) to serve as the Administrator and verified that, as a condition of appointment, Apex  
4 agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement  
5 in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they  
6 have no interest or relationship, financial or otherwise, with the Administrator other than a professional  
7 relationship arising out of prior experiences administering settlements.

8 7.2 Employer Identification Number. The Administrator shall have and use its own Employer  
9 Identification Number for purposes of calculating payroll tax withholdings and providing reports state and  
10 federal tax authorities.

11 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets  
12 the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation § 468B-1.

13 7.4 Notice to Class Members.

14 7.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator  
15 shall notify Class Counsel that the list has been received and state the number of  
16 Class Members, PAGA Members, Workweeks, and PAGA Pay Periods in the Class  
17 Data.

18 7.4.2 Using best efforts to perform as soon as possible, and in no event later than fourteen  
19 (14) days after receiving the Class Data, the Administrator will send to all Class  
20 Members identified in the Class Data, via first-class United States Postal Service  
21 (“USPS”) mail, the Class Notice (with Spanish translation) substantially in the form  
22 attached to this Agreement as **Exhibit A**. The first page of the Class Notice shall  
23 prominently estimate the dollar amounts of any Individual Class Payment and/or  
24 Individual PAGA Payment payable to the Class Member, and the number of  
25 Workweeks and PAGA Pay Periods used to calculate these amounts. Before mailing  
26 Class Notices, the Administrator shall update Class Member addresses using the  
27 National Change of Address database.

28 7.4.3 Not later than three (3) business days after the Administrator’s receipt of any Class

1 Notice returned by the USPS as undelivered, the Administrator shall re-mail the  
2 Class Notice using any forwarding address provided by the USPS. If the USPS does  
3 not provide a forwarding address, the Administrator shall conduct a Class Member  
4 Address Search, and re-mail the Class Notice to the most current address obtained.  
5 The Administrator has no obligation to make further attempts to locate or send Class  
6 Notice to Class Members whose Class Notice is returned by the USPS a second time.

7 7.4.4 The deadlines for Class Members' written objections, Challenges to Workweeks  
8 and/or Pay Periods, and Requests for Exclusion will be extended an additional  
9 fourteen (14) days beyond the sixty (60) days otherwise provided in the Class Notice  
10 for all Class Members whose notice is re-mailed. The Administrator will inform the  
11 Class Member of the extended deadline with the re-mailed Class Notice.

12 7.4.5 If the Administrator, Defendant or Class Counsel is contacted by or otherwise  
13 discovers any persons who believe they should have been included in the Class Data  
14 and should have received Class Notice, the Parties will expeditiously meet and  
15 confer in person or by telephone, and in good faith in an effort to agree on whether  
16 to include them as Class Members. If the Parties agree, such persons will be Class  
17 Members entitled to the same rights as other Class Members, and the Administrator  
18 will send, via email or overnight delivery, a Class Notice requiring them to exercise  
19 options under this Agreement not later than fourteen (14) days after receipt of Class  
20 Notice, or the deadline dates in the Class Notice, which ever are later.

21 7.5 Requests for Exclusion (Opt-Outs).

22 7.5.1 Class Members who wish to exclude themselves from (opt-out of) the Class  
23 Settlement must send the Administrator, by fax, email, or mail, a signed written  
24 Request for Exclusion not later than sixty (60) days after the Administrator mails the  
25 Class Notice or as otherwise extended for re-mailed Class Notices as described  
26 herein. A Request for Exclusion is a letter from a Class Member or his/her  
27 representative, signed by the Class Member, that reasonably communicates the Class  
28 Member's election to be excluded from the Settlement and includes the Class

1 Member's name, signature, address and email address or telephone number. To be  
2 valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the  
3 Response Deadline, subject to extension for remailed Class Notices as described  
4 herein. Aggrieved Employees have no statutory or other right to opt out or  
5 otherwise exclude himself or herself from the PAGA portion of the Settlement,  
6 which releases the PAGA claims. In addition, an Aggrieved Employee who submits  
7 a valid and timely request for exclusion as a Class Member shall still receive his or  
8 her Individual PAGA Payment and shall release the PAGA claims.

9 7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails  
10 to contain all the information specified in the Class Notice. The Administrator shall  
11 accept any Request for Exclusion as valid if the Administrator can reasonably  
12 ascertain the identity of the person as a Class Member and the Class Member's desire  
13 to be excluded. The Administrator's determination shall be final and not appealable  
14 or otherwise susceptible to challenge. If the Administrator has reason to question  
15 the authenticity of a Request for Exclusion, the Administrator may demand  
16 additional proof of the Class Member's identity. The Administrator's determination  
17 of authenticity shall be final and not appealable or otherwise susceptible to challenge.

18 7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion  
19 is deemed to be a Participating Class Member under this Agreement, entitled to all  
20 benefits and bound by all terms and conditions of the Settlement, including the  
21 Participating Class Members' Releases under Paragraphs 5.2 of this Agreement,  
22 regardless of whether the Participating Class Member actually receives the Class  
23 Notice or objects to the Settlement.

24 7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a  
25 Non-Participating Class Member and shall not receive an Individual Class Payment  
26 or have the right to object to the class action components of the Settlement. Nothing  
27 in this Settlement will constitute or be construed as a waiver of any defense that  
28 Defendant or the Released Parties have or could assert against anyone who timely

1 submits a Request for Exclusion, including but not limited to arbitration rights.  
2 Because future PAGA claims are subject to claim preclusion upon entry of the  
3 Judgment, Non-Participating Class Members who are Aggrieved Employees are  
4 deemed to release the claims identified in Paragraph 5.3 of this Agreement and are  
5 eligible for an Individual PAGA Payment.

6 7.6 Challenges to Calculation of Workweeks. Each Class Member shall have sixty (60) days  
7 after the Administrator mails the Class Notice, or as otherwise extended for re-mailed Class Notices as  
8 described herein, to challenge the number of Workweeks and PAGA Pay Periods (if any) allocated to the  
9 Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with  
10 the Administrator via fax, email or mail by the Response Deadline, explaining the basis for the dispute and  
11 including any supporting documentation showing that the workweeks and/or pay periods credited to him or  
12 her is inaccurate. Defendant's records will be presumed determinative absent credible evidence to rebut the  
13 accuracy of the workweeks and/or pay periods credited to the Class Member and Aggrieved Employee. The  
14 Administrator must encourage the challenging Class Member to submit supporting documentation. The  
15 Administrator will evaluate the evidence submitted by the Class Member or Aggrieved Employee and make  
16 a recommendation to the Parties as to which figures should be applied. The Administrator shall promptly  
17 provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and  
18 Class Counsel and the Administrator's determination the challenges.

19 7.7 Objections to Settlement.

20 7.7.1 Only Participating Class Members may object to the class action components of the  
21 Settlement and/or this Agreement, including contesting the fairness of the  
22 Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class  
23 Counsel Litigation Expenses Payment and/or Class Representative Service  
24 Payment.

25 7.7.2 Participating Class Members may send written objections to the Administrator, by  
26 fax, email, or mail by the Response Deadline. The Participating Class Member's  
27 written objection should include the objector's name, signature, the last four digits  
28 of their Social Security Number, address, email address or telephone number, and a

1 statement of whether they objector plans to appear at the Final Approval Hearing,  
2 along with whatever legal authority, if any, the objector asserts in support of their  
3 objections. In the alternative, Participating Class Members may appear in Court  
4 (or hire an attorney to appear in Court) to present verbal objections at the Final  
5 Approval Hearing. A Participating Class Member who elects to send a written  
6 objection to the Administrator must do so not later than the Response Deadline, or  
7 as otherwise extended for re-mailed Class Notices as described herein.

8 7.7.3 If a Class member objects to the Settlement, the Class Member will remain a  
9 member of the Class. Moreover, if the Court grants final approval of the  
10 Settlement, the Class member will be bound by the terms of the Settlement and any  
11 Final Approval Order and Final Judgment.

12 7.7.4 Non-Participating Class Members have no right to object to any of the class action  
13 components of the Settlement.

14 7.7.5 Class Members (whether Participating or Non-Participating) and Aggrieved  
15 Employees have no right to object to or intervene in any of the PAGA components  
16 of the Settlement.

17 7.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be  
18 performed or observed by the Administrator contained in this Agreement or otherwise.

19 7.8.1 Website, Email Address and Toll-Free Number. The Administrator will post  
20 information of interest to Class Members including the date, time and location for  
21 the Final Approval Hearing and copies of the Settlement Agreement, the Class  
22 Notice, the Final Approval and the Judgment on the Administrator's website. The  
23 Administrator will also maintain and monitor an email address and a toll-free  
24 telephone number to receive Class Member calls, faxes and emails.

25 7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will  
26 promptly review on a rolling basis Requests for Exclusion to ascertain their validity.  
27 Not later than five (5) days after the expiration of the deadline for submitting  
28 Requests for Exclusion, the Administrator shall email a list to Class Counsel and

1 Defense Counsel containing (a) the names and other identifying information of Class  
2 Members who have timely submitted valid Requests for Exclusion (“Exclusion  
3 List”); (b) the names and other identifying information of Class Members who have  
4 submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion  
5 from Settlement submitted (whether valid or invalid).

6 7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports  
7 to Class Counsel and Defense Counsel that, among other things, tally the number of:  
8 Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for  
9 Exclusion (whether valid or invalid) received, objections received, challenges to  
10 Workweeks and/or Pay Periods received and/or resolved, and checks mailed for  
11 Individual Class Payments and Individual PAGA Payments (“Weekly Report”).  
12 The Weekly Reports must include provide the Administrator’s assessment of the  
13 validity of Requests for Exclusion and attach copies of all Requests for Exclusion  
14 and objections received.

15 7.8.4 Workweek and/or Pay Period Challenges. The Administrator has the authority to  
16 address and make final decisions consistent with the terms of this Agreement on all  
17 Class Member challenges over the calculation of Workweeks and/or Pay Periods.  
18 The Administrator’s decision shall be final and not appealable or otherwise  
19 susceptible to challenge.

20 7.8.5 Administrator’s Declaration. Not later than fourteen (14) days before the date by  
21 which Plaintiffs are required to file the Motion for Final Approval of the Settlement,  
22 the Administrator will provide to Class Counsel and Defense Counsel, a signed  
23 declaration suitable for filing in Court attesting to its due diligence and compliance  
24 with all of its obligations under this Agreement, including, but not limited to, its  
25 mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of  
26 Class Notices, attempts to locate Class Members, the total number of Requests for  
27 Exclusion from Settlement it received (both valid or invalid), the number of written  
28 objections and attach the Exclusion List. The Administrator will supplement its

1 declaration as needed or requested by the Parties and/or the Court. Class Counsel is  
2 responsible for filing the Administrator's declaration(s) in Court.

3 7.8.6 Final Report by Settlement Administrator. Within fourteen (14) days after the  
4 Administrator disburses all funds in the Gross Settlement Amount, the Administrator  
5 will provide Class Counsel and Defense Counsel with a final report detailing its  
6 disbursements by employee identification number only of all payments made under  
7 this Agreement. At least fourteen (14) days before any deadline set by the Court, the  
8 Administrator will prepare, and submit to Class Counsel and Defense Counsel, a  
9 signed declaration suitable for filing in Court attesting to its disbursement of all  
10 payments required under this Agreement. Class Counsel is responsible for filing the  
11 Administrator's declaration in Court.

12 **8 CLASS SIZE ESTIMATES and ESCALATOR CLAUSE.**

13 Defendant's estimate for the number of Class Members and Workweeks for the Settlement Class at  
14 the time of mediation (September 18, 2025) was 113 Class Members and 6,722 Total Workweeks. In the  
15 event the number of workweeks worked by the Class Members during the Class and PAGA Periods increase  
16 by more than 10% of 6,722 workweeks (more than 7,394 workweeks), Defendant shall, at its option either:  
17 (i) increase the Gross Settlement Amount on a *pro-rata* basis equal to the percentage increase in the number  
18 of workweeks worked by the Class Members above 10% (for example, if the number of workweeks  
19 increases by 11%, and Defendant chooses option (i), the GSA will increase by 1%), or (ii) shorten the release  
20 period end date to an earlier date when the number of workweeks reaches but does not exceed the 10%  
21 (reaches but does not exceed 7,394 workweeks). Defendant shall use its best efforts to inform Class Counsel  
22 of whether the escalator clause has triggered and if so, which option it intends to select prior to the date on  
23 which a Motion for Preliminary Approval is due to be filed with the Court. If the Court requests verification  
24 of the workweek count through the Class and PAGA Periods, the Parties will coordinate with the  
25 Administrator to provide such verification. In the event the provisions of this paragraph are triggered,  
26 Defendant must inform Class Counsel and the Administrator of its election to increase the Gross Settlement  
27 Amount or to modify the Class Period no later than five (5) days prior to the date on which Class Notice is  
28 scheduled to be mailed to Class Members pursuant to Paragraph 7.4.2.

1 **9 RIGHT TO WITHDRAW/NULLIFICATION**

2 Notwithstanding any other provision of this Settlement Agreement, Defendant shall retain the right,  
3 in the exercise of its sole discretion, to unilaterally withdraw from and terminate the Agreement if the Court  
4 makes or orders material changes to the Basic Settlement Terms. Basic Settlement Terms include (a) the  
5 amount of the Gross Settlement Amount; (b) the time period of the Released Class and PAGA Claims; (c)  
6 the covered Class and PAGA Period; (d) the Escalator Clause and/or (e) Defendant’s option to revoke  
7 Settlement as set forth herein. Such withdrawal shall have the same effect as a termination of the Settlement  
8 for failure to satisfy a condition of settlement, and the Settlement shall become null and void and have no  
9 further force or effect. In the event of Defendant’s’ withdrawal, no party may use the fact that the Parties  
10 agreed to the Settlement for any reason.

11 In addition, If Settlement Class Members representing more than an aggregate total of 10% of the  
12 verified workweeks timely opt out of the Settlement, Defendant shall have the sole and absolute discretion  
13 to rescind/void the Settlement no later than five (5) court days prior to the date of the Final Approval  
14 Hearing. Defendant agrees to meet and confer in good faith with Class Counsel before rescinding or  
15 voiding the Settlement. In the event that Defendant elects to rescind/void the Settlement Agreement,  
16 Defendant shall provide written notice of such rescission to Class Counsel. Such rescission shall have the  
17 same effect as a termination of the Settlement for failure to satisfy a condition of settlement, and the  
18 Settlement shall become null and void and have no further force or effect. In the event of Defendant’s  
19 recission, no party may use the fact that the Parties agreed to the Settlement for any reason.

20 **10 MOTION FOR FINAL APPROVAL.**

21 Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiffs will  
22 file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA  
23 settlement under Labor Code § 2699(s)(2), a Proposed Final Approval Order and a proposed Judgment  
24 (collectively “Motion for Final Approval”). Plaintiffs shall provide drafts of these documents to Defense  
25 Counsel prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will  
26 expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements  
27 concerning the Motion for Final Approval.

28 10.1 Response to Objections. Each Party retains the right to respond to any objection raised by a

1 Participating Class Member, including the right to file responsive documents in Court no  
2 later that five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or  
3 accepted by the Court.

4 10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval  
5 on any material change to the Settlement (including, but not limited to, the scope of release  
6 to be granted by Class Members), the Parties will expeditiously work together in good faith  
7 to address the Court's concerns by revising the Agreement as necessary to obtain Final  
8 Approval. The Parties agree that changes to the timing of payments or notice periods, or to  
9 the contents of the Notice of Settlement, which are requested by the Court do not necessitate  
10 an amendment or revision to this Agreement unless such an Amendment is required by the  
11 Court. Nothing in this provision waives Defendant's rights to terminate the settlement as set  
12 forth in section 9, above. The Court's decision to award less than the amounts requested for  
13 the Class Representative Enhancement Payment, Class Counsel Fees Payment, Class  
14 Counsel Litigation Expenses Payment, and Administrator Expenses Payment shall not  
15 constitute a material modification to the Agreement within the meaning of this paragraph.

16 10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the  
17 Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes  
18 of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration  
19 matters, and (iii) addressing such post-Judgment matters as are permitted by law.

20 10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and  
21 conditions of this Agreement, specifically including the Class Counsel Fees Payment and  
22 Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties,  
23 their respective counsel, and all Participating Class Members who did not object to the  
24 Settlement as provided in this Agreement, waive all rights to appeal from the Judgment,  
25 including all rights to post-judgment and appellate proceedings, the right to file motions to  
26 vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of  
27 appeal does not include any waiver of the right to oppose such motions, writs or appeals. If  
28 an objector appeals the Judgment, the Parties' obligations to perform under this Agreement

1 will be suspended until such time as the appeal is finally resolved and the Judgment becomes  
2 final, except as to matters that do not affect the amount of the Net Settlement Amount.

3 10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the  
4 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a  
5 material modification of this Agreement (including, but not limited to, the Basic Settlement  
6 Terms as defined herein or the scope of release to be granted by Class Members), this  
7 Agreement shall be null and void. The Parties shall nevertheless expeditiously work together  
8 in good faith to address the appellate court's concerns and to obtain Final Approval and entry  
9 of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably  
10 incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's  
11 award of the Class Representative Service Payment or any payments to Class Counsel shall  
12 not constitute a material modification of the Judgment within the meaning of this paragraph,  
13 as long as the Gross Settlement Amount remains unchanged.

#### 14 **11 AMENDED JUDGMENT.**

15 If any amended judgment is required under Code of Civil Procedure § 384, the Parties will work  
16 together in good faith to jointly submit and a proposed amended judgment.

#### 17 **12 ADDITIONAL PROVISIONS.**

18 12.1 No Admission of Liability, Class Certification or Representative Manageability for Other  
19 Purposes. The Parties enter into this Agreement to resolve the dispute that has arisen between them and to  
20 avoid the burden, expense, and risk of continued litigation. Defendant generally and specifically denies any  
21 and all liability or wrongdoing with any of the claims alleged in the Class and PAGA Action or PAGA  
22 Notices or that it has violated any federal, state, or local law; violated any regulations or guidelines  
23 promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements;  
24 breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or  
25 engaged in any other unlawful conduct with respect to its employees. Defendant further makes no  
26 concessions or admissions of liability of any sort, makes no concessions or admissions that any Class  
27 Member is or was employed by Defendant, and contends that for any purpose other than settlement, the  
28 Class and PAGA Action is not appropriate for class or representative treatment. Defendant asserts several

1 defenses to the claims and has denied any wrongdoing or liability arising out of any of the alleged facts or  
2 conduct in the Action. The monies being paid as part of the settlement are genuinely disputed, and the Parties  
3 agree the provisions of Labor Code section 206.5 are not applicable to this Settlement. Neither this  
4 Agreement, nor any document referred to or contemplated herein, nor any action taken to carry out this  
5 Agreement, is or may be construed as, or may be used as an admission, concession, or indication by or  
6 against Defendant or any of the Released Parties of any fault, wrongdoing, or liability whatsoever. Nor  
7 should the Agreement be construed as an admission that Plaintiffs can serve as adequate Class or PAGA  
8 Representatives. There has been no final determination by any court as to the merits of the claims asserted  
9 or as to whether a class or classes should be certified, other than for settlement purposes only. Except as  
10 necessary in a proceeding to enforce the terms of this Settlement, this Agreement and its terms and  
11 provisions shall not be offered or received as evidence in any action or proceeding to establish any liability  
12 or admission on the part of Defendant or to establish the existence of any condition constituting a violation  
13 of, or a non-compliance with, federal, state, local or other applicable law. Nor shall anything in this  
14 Agreement be construed or deemed an admission that the Class and PAGA Action was properly brought as  
15 a class action pursuant to California Code of Civil Procedure section 382 and under California Business and  
16 Professions Code section 17200 and/or that the Class and PAGA Action was properly brought as Private  
17 Attorney General Actions under PAGA. Finally, nothing in this Agreement or in the Preliminary Approval  
18 or Order Granting Final Approval shall be deemed a waiver of Defendant's right to enforce the arbitration  
19 agreements of Class Members or Aggrieved Employees in the future. The Parties agree that class  
20 certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court  
21 does not grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to  
22 contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims  
23 in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to  
24 contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action  
25 will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings  
26 to enforce or effectuate the Settlement and this Agreement)

27       12.2 Court Approval. In the event that the Court fails to approve the settlement notwithstanding  
28 the good faith efforts of the Parties pursuant to Paragraph 12.7 of this Agreement, or if the appropriate

1 appellate court fails to approve the settlement, or if the Settlement Agreement is otherwise terminated: (1)  
2 the Settlement Agreement shall have no force and effect and the Parties shall be restored to their respective  
3 positions prior to entering into it, and no Party shall be bound by any of the terms of the Settlement  
4 Agreement; (2) Defendant shall have no obligation to make any payments to the Settlement Class Members,  
5 the Settlement Administrator, the LWDA, Plaintiffs or Plaintiffs' counsel; (3) any preliminary approval  
6 order, final approval order or judgment, shall be vacated; and (4) the Settlement Agreement and all  
7 negotiations, statements, proceedings and data relating thereto shall be deemed confidential mediation  
8 settlement communications and not subject to disclosure for any purpose in any proceeding.

9       12.3 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant and  
10 Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they  
11 and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to  
12 disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or  
13 generally, to any person, corporation, association, government agency, or other entity except: (1) to the  
14 Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement  
15 confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing  
16 authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued  
17 by a state or federal government agency. Each Party agrees to immediately notify each other Party of any  
18 judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant,  
19 and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other  
20 communication, before the filing of the Motion for Preliminary Approval, any with third party regarding  
21 this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was  
22 resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with  
23 Class Members in accordance with Class Counsel's ethical obligations owed to Class Members. Plaintiffs  
24 and Class Counsel agree that they have not and will not publicly publish the Settlement other than in  
25 response to and in furtherance of their duties as Class Representative and/or Class Counsel. Class Counsel  
26 shall not report the Settlement in any medium or in any publication, shall not post or report anything  
27 regarding the claims of Plaintiffs or the Settlement on their website, and shall not contact any reporters or  
28 media regarding the Resolution. However, the Parties agree that the Settlement is not confidential.

1           12.4 No Solicitation. The Parties separately agree that they and their respective counsel and  
2 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the  
3 Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate  
4 with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

5           12.5 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement  
6 together with its attached exhibits shall constitute the entire agreement between the Parties relating to the  
7 Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or  
8 by any Party. Nothing in this Agreement or provision or in the Preliminary Approval or Order Granting  
9 Final Approval shall be deemed a waiver of Defendant's right to enforce the arbitration agreements of  
10 Class Members or Aggrieved Employees in the future.

11           12.6 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and  
12 represent that they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate action  
13 required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to  
14 execute any other documents reasonably required to effectuate the terms of this Agreement including any  
15 amendments to this Agreement.

16           12.7 Cooperation. The Parties and their counsel will cooperate with each other and use their best  
17 efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement  
18 Agreement, submitting supplemental evidence and supplementing points and authorities as requested by  
19 the Court. In the event the Parties are unable to agree upon the form or content of any document necessary  
20 to implement the Settlement, or on any modification of the Agreement that may become necessary to  
21 implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

22           12.8 No Prior Assignments. The Parties separately represent and warrant that they have not  
23 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any  
24 person or entity and portion of any liability, claim, demand, action, cause of action, or right released and  
25 discharged by the Party in this Settlement.

26           12.9 No Tax Advice. Neither Plaintiffs, Class Counsel, Defendant nor Defense Counsel are  
27 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as  
28 such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended)

1 or otherwise.

2 12.10 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified,  
3 changed, or waived only by an express written instrument signed by all Parties or their representatives, and  
4 approved by the Court.

5 12.11 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the  
6 benefit of, the successors of each of the Parties.

7 12.12 Applicable Law. All terms and conditions of this Agreement and its exhibits will be  
8 governed by and interpreted according to the internal laws of the state of California, without regard to  
9 conflict of law principles.

10 12.13 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this  
11 Agreement. This Agreement will not be construed against any Party on the basis that the Party was the  
12 drafter or participated in the drafting.

13 12.14 Confidentiality. To the extent permitted by law, all agreements made, and orders entered  
14 during Action and in this Agreement relating to the confidentiality of information shall survive the execution  
15 of this Agreement.

16 12.15 Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence  
17 Code § 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in  
18 connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be  
19 used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates  
20 any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the  
21 Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all  
22 Settlement funds, Plaintiffs shall destroy, all paper and electronic versions of Class Data received from  
23 Defendant.

24 12.16 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted  
25 for convenience of reference only and does not constitute a part of this Agreement.

26 12.17 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be  
27 to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal  
28 legal holiday, such date or deadline shall be on the first business day thereafter.

1           12.18 Notice. All notices, demands or other communications between the Parties in connection  
2 with this Agreement will be in writing and deemed to have been duly given as of the third business day after  
3 mailing by United States mail, or the day sent by email or messenger, addressed as follows:

4           To Plaintiff:

5           Seung L. Yang  
6           [seung.yang@thesentinel.com](mailto:seung.yang@thesentinel.com)  
7           Tiffany Hyun  
8           [tiffany.hyun@thesentinel.com](mailto:tiffany.hyun@thesentinel.com)  
9           Jeffrey P. Jackson  
10          [jeffrey.jackson@thesentinel.com](mailto:jeffrey.jackson@thesentinel.com)  
11          **THE SENTINEL FIRM, APC**  
12          355 S Grand Ave. Suite 1450  
13          Los Angeles, California 90071  
14          Telephone: (213) 985-1150  
15          Facsimile: (213) 985-2155

16          To Defendant:

17          Christine Baran  
18          cbaran@fisherphillips.com  
19          Boris Sorsher  
20          bsorsher@fisherphillips.com  
21          **FISHER & PHILLIPS, LLP**  
22          2050 Main Street, Suite 1000  
23          Irvine, CA 92614  
24          Telephone: (949) 798-2140

25           12.19 Execution in Counterparts. This Agreement may be executed in one or more counterparts  
26 by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted  
27 as an original. All executed counterparts and each of them will be deemed to be one and the same instrument  
28 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.

          12.20 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, the Parties stipulate to extend the date to  
bring a case to trial under CCP section 583.310 for the entire period of this settlement process.


          12.21 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 Defendants' Counsel and Class Counsel, on

1 behalf of the Parties and the Settlement Class, mutually elect in writing to proceed as if such invalid,  
2 illegal, or unenforceable provision had never been included in this Agreement.

3 **IT IS SO AGREED.**

4 **Plaintiff & Class Representative:**

5 Dated: 01 / 28 / 2026

6 By:   
PEDRO SANCHEZ

7 **Plaintiff & Class Representative:**


8 Dated: \_\_\_\_\_

9 By: \_\_\_\_\_  
FRANCISCA MEZA

10 **Plaintiffs' Counsel:**

11 Dated: 3/4/2026

12 THE SENTINEL FIRM, APC

13 By:   
14 Seung L. Yang  
15 Tiffany Hyun  
16 Jeffrey P. Jackson

Attorneys for Plaintiffs

17 **Defendant:**

18 Dated: 03/04/2026

19 BENEVENTO'S CLEANING & RESTORATION  
SERVICE, INC.

20 By: Tony Benevento  
Tony Benevento (Mar 4, 2026 11:14:40 PST)  
21 Tony Benevento

22 **Defendant's Counsel:**

23 Dated: 03/04/2026

24 FISHER & PHILLIPS, LLP

25 By:   
26 Christine Baran  
27 Boris Sorsher  
28 Attorneys for Defendant

1 behalf of the Parties and the Settlement Class, mutually elect in writing to proceed as if such invalid,  
2 illegal, or unenforceable provision had never been included in this Agreement.

3 **IT IS SO AGREED.**

4 **Plaintiff & Class Representative:**

5 Dated: \_\_\_\_

6 By: \_\_\_\_\_  
**PEDRO SANCHEZ**

7 **Plaintiff & Class Representative:**

8 Dated: 02 / 10 / 2026

9 By:  \_\_\_\_\_  
**FRANCISCA MEZA**

10 **Plaintiffs' Counsel:**

11 Dated: \_\_\_\_

**THE SENTINEL FIRM, APC**

12 By: \_\_\_\_\_

13  
14 Seung L. Yang  
15 Tiffany Hyun  
16 Jeffrey P. Jackson

17 Attorneys for Plaintiffs

18 **Defendant:**

19 Dated: \_\_\_\_

**BENEVENTO'S CLEANING & RESTORATION SERVICE, INC.**

20 By: \_\_\_\_\_  
21 Tony Benevento

22 **Defendant's Counsel:**

23 Dated: \_\_\_\_

**FISHER & PHILLIPS, LLP**

24 By: \_\_\_\_\_  
25 Christine Baran  
26 Boris Sorsher  
27 Attorneys for Defendant