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18 LLC dba Marianna's Cleaning Company,
19 and MATTHEW MADZYK

20 SUPERIOR COURT OF THE STATE OF CALIFORNIA
21 COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

22 ALBERTINA TORRES and YOLANDA
23 CASTILLO, on behalf of themselves and all
24 others similarly situated,

25 Plaintiffs,

26 v.

27 CENTRAL SERVICES HOLDING, LLC
28 DBA MARIANNA'S CLEANING
COMPANY, a California Corporation,
MATHEW MADRZYK, an individual, and
DOES 1 through 50, inclusive,

Defendants.

Case No. 22STCV24452

[CLASS ACTION]

Honorable Carolyn B. Kuhl
Dept.: SSC 12

**CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT**

Complaint Filed: July 28, 2022

1 **CLASS ACTION AND PAGA SETTLEMENT AGREEMENT**

2 This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff
3 ALBERTINA TORRES and YOLANDA CASTILLO (“Plaintiffs”) and defendants CENTRAL
4 SERVICES HOLDING, LLC DBA MARIANNA'S CLEANING COMPANY (“CSH”) and
5 MATHEW MADRZYK (“MADRZYK”). The Agreement refers to Plaintiff, CSH and MADRZYK
6 collectively as “Parties,” or individually as “Party.”

7 **1. DEFINITIONS.**

8 1.1 “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against CSH AND
9 MADRZYK captioned Torres, Castillo v. Central Services Holding, LLC, et al initiated on July 28,
10 2022 and pending in Superior Court of the State of California, County of Los Angeles.

11 1.2 “Administrator” means CPT GROUP INC., the neutral entity the Parties have agreed to appoint
12 to administer the Settlement.

13 1.3 “Administration Expenses Payment” means the amount the Administrator will be paid from the
14 Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the
15 Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary
16 Approval of the Settlement.

17 1.4 “Aggrieved Employee” means a person employed by CSH and MADRZYK in California and
18 classified as a non-exempt employee who worked for CSH and MADRZYK during the PAGA
19 Period.

20 1.5 “Class” means all persons employed by CSH and MADRZYK in California and classified as a
21 non-exempt employee who worked for CSH and MADRZYK during the Class Period].

22 1.6 “Class Counsel” means Hugo Gamez of the Law Offices of Hugo Gamez.

23 1.7 “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the
24 amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and
25 expenses, respectively, incurred to prosecute the Action.

26 1.8 “Class Data” means Class Member identifying information in CSH and MADRZYK’s
27 possession including the Class Member’s name, last-known mailing address, Social Security
28 number, and number of Class Period Workweeks and PAGA Pay Periods.

1 1.9 “Class Member” or “Settlement Class Member” means a member of the Class, as either a
2 Participating Class Member or Non-Participating Class Member (including a Non-Participating
3 Class Member who qualifies as an Aggrieved Employee).

4
5 1.10 “Class Member Address Search” means the Administrator’s investigation and search for
6 current Class Member mailing addresses using all reasonably available sources, methods and
7 means including, but not limited to, the National Change of Address database, skip traces, and
8 direct contact by the Administrator with Class Members.

9 1.11 “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION
10 SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to
11 Class Members in English with a Spanish translation in the form, without material variation,
12 attached as Exhibit A and incorporated by reference into this Agreement.

13 1.12 “Class Period” means the period from July 27 2018, through the date of preliminary approval
14 by the Court.

15 1.13 “Class Representatives” mean the named Plaintiffs in the operative complaint in the Action
16 seeking Court approval to serve as a Class Representative.

17 1.14 “Class Representative Service Payments” means the payment to each of the Class
18 Representatives for initiating the Action and providing services in support of the Action.

19 1.15 “Court” means the Superior Court of California, County of Los Angeles.

20 1.16 “CSH and MADRZYK” means named Defendants CENTRAL SERVICES HOLDING, LLC
21 DBA MARIANNA'S CLEANING COMPANY and MATHEW MADRZYK _.

22 1.17 “Defense Counsel” means Laurie M. Cortez of the Emilio Law Group APC.

23 1.18 “Effective Date” means the date by when both of the following have occurred: (a) the Court
24 enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the
25 Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no
26 Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if
27 one or more Participating Class Members objects to the Settlement, the day after the deadline
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1 for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is
2 filed, the day after the appellate court affirms the Judgment and issues a remittitur.

3 1.19 “Final Approval” means the Court’s order granting final approval of the Settlement.

4 1.20 “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the
5 Settlement.

6 1.21 “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of
7 the Settlement.

8 1.22 “Gross Settlement Amount” means \$156,000 which is the total amount CSH and MADRZYK
9 agree to pay under the Settlement except as provided in Paragraph 9 below. The Gross
10 Settlement Amount will be used to pay Individual Class Payments, Individual PAGA
11 Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class
12 Representative Service Payment and the Administrator’s Expenses.

13 1.23 “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net
14 Settlement Amount calculated according to the number of Workweeks worked during the
15 Class Period.

16 1.24 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the
17 PAGA Penalties calculated according to the number of Workweeks worked during the PAGA
18 Period.

19 1.25 “Judgment” means the judgment entered by the Court based upon the Final Approval.

20 1.26 “LWDA” means the California Labor and Workforce Development Agency, the agency
21 entitled, under Labor Code section 2699, subdivision (i).

22 1.27 “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under
23 Labor Code section 2699, subdivision (i).

24 1.28 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in
25 the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment,
26 Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation
27 Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to
28 Participating Class Members as Individual Class Payments.

- 1 1.29 “Non-Participating Class Member” means any Class Member who opts out of the Settlement
2 by sending the Administrator a valid and timely Request for Exclusion.
- 3 1.30 “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for
4 CSH and MADRZYK for at least one day during the PAGA Period.
- 5 1.31 “PAGA Period” means the period from July 27, 2021 through the date of preliminary approval
6 by the Court.
- 7 1.32 “PAGA” means the Private Attorneys General Act (Lab. Code, § 2698 et seq.).
- 8 1.33 “PAGA Notice” means Plaintiff’s July 27, 2022 letter to CSH, MADRZYK and the LWDA
9 providing notice pursuant to Labor Code section 2699.3, subdivision (a).
- 10 1.34 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross
11 Settlement Amount, allocated 25% to the Aggrieved Employees (\$1,250.00) and the 75% to
12 LWDA (\$3,750.00) in settlement of PAGA claims.
- 13 1.35 “Participating Class Member” means a Class Member who does not submit a valid and timely
14 Request for Exclusion from the Settlement.
- 15 1.36 “Plaintiffs” means ALBERTINA TORRES and YOLANDA CASTILLO, the named plaintiffs
16 in the Action.
- 17 1.37 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the
18 Settlement.
- 19 1.38 “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval and
20 Approval of PAGA Settlement.
- 21 1.39 “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.
- 22 1.40 “Released PAGA Claims” means the claims being released as described in Paragraph 5.3
23 below.
- 24 1.41 “Released Parties” means CSH and MADRZYK and each of its former and present parents,
25 subsidiaries, affiliates, investors, partners, owners, related organizations, predecessors or
26 Successors, and all agents, employees, officers, directors, members, managers, holding
27 companies, Insurers, and attorneys thereof. 1.42 “Request for Exclusion” means a Class
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1 Member's submission of a written request to be excluded from the Class Settlement signed by
2 the Class Member.

3 1.43 "Response Deadline" means 45 days after the Administrator mails Notice to Class Members
4 and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax,
5 email or mail Requests for Exclusion from the Settlement, or (b) fax, email or mail his, her, or
6 their Objection to the Settlement. Class Members to whom Notice Packets are resent after
7 having been returned undeliverable to the Administrator shall have an additional 14 calendar
8 days beyond the Response Deadline has expired.

9 1.44 "Settlement" means the disposition of the Action effected by this Agreement and the
10 Judgment.

11 1.45 "Workweek" means any week during which a Class Member worked for CSH and
12 MADRZYK for at least one day, during the Class Period.

13 **2. RECITALS.**

14 2.1 On July 28, 2022, Plaintiffs commenced this Action by filing a class action Complaint alleging
15 causes of action against CSH, MADRZYK, AND does 1 through 50 for The Complaint alleged
16 state law claims on behalf of a putative class for: (1) failure to pay wages and overtime; (2)
17 failure to pay minimum wage; (3) failure to provide meal breaks; (4) failure to provide rest
18 breaks; (5) failure to provide accurate wage statements; and (6) waiting time penalties.
19 Plaintiff also asserts derivative claims for alleged unfair business practices under Business
20 and Professions Code section 17200 On October 5, 2022, Plaintiffs filed their First Amended
21 Complaintalleging causes of action against CSH and MADRZYK for The Complaint alleged
22 state law claims on behalf of a putative class for: (1) failure to pay wages and overtime; (2)
23 failure to pay minimum wage; (3) failure to provide meal breaks; (4) failure to provide rest
24 breaks; (5) failure to provide accurate wage statements; and (6) waiting time penalties.
25 Plaintiff also asserts derivative claims for alleged unfair business practices under Business
26 and Professions Code section 17200 and civil penalties under California's Labor Code
27 Private Attorneys General Act of 2004, labor Code section 2698, *et seq.* ("PAGA"). The
28 First Amended Complaint is the operative complaint in the Action (the "Operative Complaint").

1 CSH and MADRZYK deny the allegations in the Operative Complaint, deny any failure to
2 comply with the laws identified in in the Operative Complaint and denies any and all liability
3 for the causes of action alleged.

4 2.2 Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave timely written notice to
5 CSH and MADRZYK and the LWDA by sending the PAGA Notice.

6 2.3 On October 13, 2023, the Parties participated in an all-day mediation presided over by Eric
7 Epstein, Esq. which led to this Agreement to settle the Action on a class-wide basis..

8 2.4 Prior to mediation, Plaintiff obtained, through informal discovery, Plaintiffs' entire personnel
9 files, a sample of time and punch-in data for 20% of the class, payroll records associated with
10 time and punch-in data for 20% of the class, Defendants' policies and procedures, and
11 Defendants' policy and procedure monthly bulletins. As part of those efforts, Defendants
12 produced more than 1300 pages of documents, including but not limited to wage statements
13 and sample time records for Class Members. Class Counsel reviewed these documents and
14 information, and evaluated the potential liability and potential damages exposure. Plaintiffs'
15 investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot*
16 *Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.*
17 (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

18 2.5 The Court has not granted class certification.

19 2.6 The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other
20 pending matter or action asserting claims that will be extinguished or affected by the
21 Settlement.

22 **3. MONETARY TERMS.**

23 3.1 **Gross Settlement Amount.** Except as otherwise provided by Paragraph 8 below, CSH and
24 MADRZYK promises to pay \$156,000.00 and no more as the Gross Settlement Amount and to
25 separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual
26 Class Payments. CSH and MADRZYK have no obligation to pay the Gross Settlement Amount
27 (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The
28 Administrator will disburse the entire Gross Settlement Amount without asking or requiring

1 Participating Class Members or Aggrieved Employees to submit any claim as a condition of
2 payment. None of the Gross Settlement Amount will revert to CSH and MADRZYK.

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

6 **3.2.1 To Plaintiffs:** Class Representative Service Payment to the Class Representatives of not more
7 than \$7,500 each for ALBERTINA TORRES and YOLANDA CASTILLO (in addition to any
8 Individual Class Payment and any Individual PAGA Payment the Class Representatives are
9 entitled to receive as a Participating Class Members). CSH and MADRZYK will not oppose
10 Plaintiffs' request for the Class Representatives Service Payment that does not exceed this
11 amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses
12 Payment, Plaintiff will seek Court approval for any Class Representative Service Payments no
13 later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class
14 Representative Service Payment less than the amount requested, the Administrator will retain
15 the remainder in the Net Settlement Amount. The Administrator will pay the Class
16 Representatives Service Payments using IRS Form 1099. Plaintiffs each individually assume
17 full responsibility and liability for employee taxes owed on their respective Class
18 Representative Service Payment.

19 **3.2.2 To Class Counsel:** A Class Counsel Fees Payment of not more than 33.33%, which is
20 currently estimated to be \$52,000.00, and a Class Counsel Litigation Expenses Payment of not
21 more than \$13,500. CSH and MADRZYK will not oppose requests for these payments provided
22 that they do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for
23 Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days
24 prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or
25 a Class Counsel Litigation Expenses Payment less than the amounts requested, the
26 Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall
27 have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any
28 portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment.

1 The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses
2 Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and
3 liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation
4 Expenses Payment and holds CSH and MADRZYK harmless, and indemnifies CSH and
5 MADRZYK, from any dispute or controversy regarding any division or sharing of any of these
6 Payments.

7 **3.2.3 To the Administrator:** An Administrator Expenses Payment not to exceed \$20,000.00 except
8 for a showing of good cause and as approved by the Court. To the extent the Administration
9 Expenses are less or the Court approves payment less than \$20,000.00, the Administrator will
10 retain the remainder in the Net Settlement Amount.

11 **3.2.4 To Each Participating Class Member:** An Individual Class Payment calculated by (a)
12 dividing the Net Settlement Amount by the total number of Workweeks worked by all
13 Participating Class Members during the Class Period and (b) multiplying the result by each
14 Participating Class Member's Workweeks.

15 **3.2.4.1 Tax Allocation of Individual Class Payments.** 20% of each Participating Class Member's
16 Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion").
17 The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form.
18 The 80% of each Participating Class Member's Individual Class Payment will be allocated to
19 settlement of claims for interest, penalties, and reimbursement of expenses (the "Non-Wage
20 Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on
21 IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any
22 employee taxes owed on their Individual Class Payment.

23 **3.2.4.2 Effect of Non-Participating Class Members on Calculation of Individual Class**
24 **Payments.** Non-Participating Class Members will not receive any Individual Class Payments.
25 The Administrator will retain amounts equal to their Individual Class Payments in the Net
26 Settlement Amount for distribution to Participating Class Members on a pro rata basis.

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1 **3.2.5 To the LWDA and Aggrieved Employees**: PAGA Penalties in the amount of \$5,000.00 to be
2 paid from the Gross Settlement Amount, with 75% (\$3,750.00) allocated to the LWDA PAGA
3 Payment and 25% (\$1,250.00) allocated to the Individual PAGA Payments.

4 **3.2.4.1** The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount
5 of the Aggrieved Employees' 25% share of PAGA Penalties (\$1,250.00) by the total number of
6 PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and
7 (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved
8 Employees assume full responsibility and liability for any taxes owed on their Individual PAGA
9 Payment.

10 **3.2.4.2** If the Court approves PAGA Penalties of less than the amount requested, the Administrator
11 will allocate the remainder to the Net Settlement Amount. The Administrator will report the
12 Individual PAGA Payments on IRS 1099 Forms.

13 **4. SETTLEMENT FUNDING AND PAYMENTS.**

14 **4.1 Class Workweeks and Aggrieved Employee Pay Periods**. Based on a review of its records to
15 date, CSH and MADRZYK estimates there are 551 Class Members who collectively worked a
16 total of 13,500 Workweeks, 361 Aggrieved Employees who worked a total 5300 of PAGA Pay
17 Periods.

18 **4.2 Class Data**. Not later than 15 days after the Court grants Preliminary Approval of the
19 Settlement, CSH and MADRZYK will simultaneously deliver the Class Data to the
20 Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members'
21 privacy rights, the Administrator must maintain the Class Data in confidence, use the Class
22 Data only for purposes of this Settlement and for no other purpose, and restrict access to the
23 Class Data to Administrator employees who need access to the Class Data to effect and perform
24 under this Agreement. CSH and MADRZYK has a continuing duty to immediately notify Class
25 Counsel if it discovers that the Class Data omitted class member identifying information and to
26 provide corrected or updated Class Data as soon as reasonably feasible. Without any extension
27 of the deadline by which CSH and MADRZYK must send the Class Data to the Administrator,
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1 the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or
2 otherwise resolve any issues related to missing or omitted Class Data.

3 **4.3 Funding of Gross Settlement Amount.** CSH and MADRZYK shall fully fund the Gross
4 Settlement Amount, and also fund the amounts necessary to fully pay CSH and MADRZYK
5 share of payroll taxes. CSH and MADRZYK will make one \$30,000.00 payment to the claim's
6 administrator within 6 months of the execution of the long-form settlement agreement, provided
7 the court has granted preliminary approval by that date, or 30 days after the court grants
8 preliminary approval of the settlement, whichever is later, followed by \$3,500.00 payments
9 made on a monthly basis 30 days after the initial down payment was made for the remaining 36
10 months. If a monthly payment is not made as listed above, Plaintiff's counsel shall provide
11 notice in writing to Defendants and their counsel, and Defendants shall have 5 business days to
12 cure the missed payment. If Defendants fail to make the payment after 5 business days have
13 passed following the Notice, Defendants shall be in material breach of the agreement, and
14 Plaintiffs will be able to apply to the court for an acceleration of the payment plan to make all
15 remaining payments due and owing (less any payments made to date).

16 **4.4 Payments from the Gross Settlement Amount.** Within 14 days after the court grants Final
17 Approval, the Administrator will mail an initial distribution of 1/3 of all Individual Class
18 Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration
19 Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses
20 Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel
21 Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative
22 Service Payment shall not precede disbursement of Individual Class Payments and Individual
23 PAGA Payments. The parties agree that after the initial disbursement of 1/3, there will be two
24 additional disbursement of 1/3 of the payments given the payment structure required by CSH
25 and MADRZYK as a result of their current financial condition. The second distribution will
26 take place one year after the initial distribution, and the third and last distribution will take place
27 one year after the second distribution once the entire amount has been funded by CSH and
28 MADRZYK.

1 4.4.1 The Administrator will issue checks for the Individual Class Payments and/or Individual
2 PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage
3 prepaid. The face of each check shall prominently state the date (not less than 180 days after the
4 date of mailing) when the check will be voided. The Administrator will cancel all checks not
5 cashed by the void date. The Administrator will send checks for Individual Settlement
6 Payments to all Participating Class Members (including those for whom Class Notice was
7 returned undelivered). The Administrator will send checks for Individual PAGA Payments to all
8 Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved
9 Employees (including those for whom Class Notice was returned undelivered). The
10 Administrator may send Participating Class Members a single check combining the Individual
11 Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement
12 Administrator must update the recipients' mailing addresses using the National Change of
13 Address Database.

14 4.4.2 The Administrator must conduct a Class Member Address Search for all other Class Members
15 whose checks are returned undelivered without United States Postal Service ("USPS")
16 forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail
17 checks to the USPS forwarding address provided or to an address ascertained through the Class
18 Member Address Search. The Administrator need not take further steps to deliver checks to
19 Class Members whose re-mailed checks are returned as undelivered. The Administrator shall
20 promptly send a replacement check to any Class Member whose original check was lost or
21 misplaced, requested by the Class Member prior to the void date.

22 4.4.3 For any Class Member whose Individual Class Payment check or Individual PAGA Payment
23 check is uncashed and cancelled after the void date, the Administrator shall transmit the funds
24 represented by such checks to the California Controller's Unclaimed Property Fund in the name
25 of the Class Member thereby leaving no "unpaid residue" subject to the requirements of Code
26 of Civil Procedure section 384, subdivision (b). The Parties, Class Counsel and Defense
27 Counsel represent that they have no interest or relationship, financial or otherwise, with the
28 intended Cy Pres Recipient.

1 4.4.4 The payment of Individual Class Payments and Individual PAGA Payments shall not obligate
2 CSH and MADRZYK to confer any additional benefits or make any additional payments to
3 Class Members (such as 401(k) contributions or bonuses) beyond those specified in this
4 Agreement.

5 **5. RELEASES OF CLAIMS.** Effective on the date when CSH and MADRZYK fully funds the entire
6 Gross Settlement Amount and funds all employer owed on the Wage Portion of the Individual Class
7 Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties
8 as follows:

9 **5.1 Plaintiffs' Release.** Plaintiff and his, her, or their respective former and present spouses,
10 representatives, agents, attorneys, heirs, administrators, successors and assigns generally,
11 release and discharge Released Parties from all claims, transactions or occurrences [that
12 occurred during the Class Period], including, but not limited to: (a) all claims that were, or
13 reasonably could have been, alleged, based on the facts contained, in the Operative Complaint
14 and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts
15 contained in the Operative Complaint, Plaintiff's PAGA Notice, or ascertained during the
16 Action and released under 5.2, below. ("Plaintiff's Release.") Plaintiff's Release does not
17 extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits,
18 unemployment benefits, disability benefits, social security benefits, workers' compensation
19 benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff
20 acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts
21 or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's
22 Release shall be and remain effective in all respects, notwithstanding such different or
23 additional facts or Plaintiff's discovery of them.

24 **5.1.1 Plaintiffs' Waiver of Rights Under Civil Code Section 1542.** For purposes of Plaintiffs'
25 Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of
26 section 1542 of the Civil Code, which reads:

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

1 **5.2 Release by Participating Class Members Who Are Not Aggrieved Employees:** All
2 Participating Class Members, on behalf of themselves and their respective former and present
3 representatives, agents, attorneys, heirs, administrators, successors and assigns, release
4 Released Parties from (i) all claims that were alleged, or reasonably could have been alleged,
5 based on the Class Period facts stated in the Operative Complaint and ascertained in the course
6 of the Action including, “(a) any and all claims involving any alleged failure to pay overtime,
7 failure to pay meal and rest period premiums, failure to pay minimum and final wages,
8 non-compliant wage statements, as well as violations of the California Business and
9 Professions Code Except as set forth in Section 5.3 of this Agreement, Participating Class
10 Members do not release any other claims, including claims for vested benefits, wrongful
11 termination, violation of the Fair Employment and Housing Act, unemployment insurance,
12 disability, social security, workers’ compensation or claims based on facts occurring outside
13 the Class Period.

14 **5.3 Release by Non-Participating Class Members Who Are Aggrieved Employees:** All Non-
15 Participating Class Members who are Aggrieved Employees are deemed to release, on behalf
16 of themselves and their respective former and present representatives, agents, attorneys, heirs,
17 administrators, successors and assigns, the Released Parties from all claims for PAGA
18 penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period
19 facts stated in the Operative Complaint, the PAGA Notice, and ascertained in the course of the
20 Action including , failure to pay overtime, failure to pay meal and rest period premiums,
21 failure to pay minimum and final wages, non-compliant wage statements, as well as
22 violations of the California Business and Professions Code.

23 **6. MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare and file a
24 motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s
25 current checklist for Preliminary Approvals.

26 **6.1 CSH and MADRZYK’s Declaration in Support of Preliminary Approval.** Within 15 days of
27 the full execution of this Agreement, CSH and MADRZYK will prepare and deliver to Class
28 Counsel a signed Declaration from CSH and MADRZYK and Defense Counsel disclosing all

1 facts relevant to any actual or potential conflicts of interest with the Administrator and Cy Pres
2 Recipient. In their Declarations, Defense Counsel and CSH and MADRZYK shall aver that
3 they are not aware of any other pending matter or action asserting claims that will be
4 extinguished or adversely affected by the Settlement.

5 **6.2 Plaintiffs' Responsibilities.** Plaintiff shall prepare and deliver to Defense Counsel all
6 documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice,
7 and memorandum in support, of the Motion for Preliminary Approval that includes an analysis
8 of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under
9 Labor Code section 2699, subdivision (f)(2); (ii) a draft proposed Order Granting Preliminary
10 Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed
11 declaration from the Administrator attaching its "not to exceed" bid for administering the
12 Settlement and attesting to its willingness to serve; competency; operative procedures for
13 protecting the security of Class Data; amounts of insurance coverage for any data breach,
14 defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts
15 of interest with Class Members and/or the proposed Cy Pres; and the nature and extent of any
16 financial relationship with Plaintiffs, Class Counsel or Defense Counsel; (v) a signed
17 declarations from Plaintiffs confirming willingness and competency to serve and disclosing all
18 facts relevant to any actual or potential conflicts of interest with Class Members, and/or the
19 Administrator and/or the proposed Cy Pres; (vi) a signed declaration from each Class Counsel
20 firm attesting to its competency to represent the Class Members; its timely transmission to the
21 LWDA of all necessary PAGA documents (initial notice of violations (Lab. Code, § 2699.3,
22 subd. (a))), Operative Complaint (Lab. Code, § 2699, subd. (l)(1)), this Agreement (Lab. Code,
23 § 2699, subd. (l)(2)); (vii) a redlined version of the parties' Agreement showing all
24 modifications made to the Model Agreement ready for filing with the Court; and (viii) all facts
25 relevant to any actual or potential conflict of interest with Class Members, the Administrator
26 and/or the Cy Pres Recipient. In their Declarations, Plaintiffs and Class Counsel Declarations
27 shall aver that they are not aware of any other pending matter or action asserting claims that
28 will be extinguished or adversely affected by the Settlement.

1 **6.3 Responsibilities of Counsel.** Class Counsel and Defense Counsel are jointly responsible for
2 expeditiously finalizing and filing the Motion for Preliminary Approval no later than 60days
3 after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for
4 Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for
5 Preliminary Approval. Class Counsel is responsible for delivering the Court’s Preliminary
6 Approval to the Administrator.

7 **6.4 Duty to Cooperate.** If the Parties disagree on any aspect of the proposed Motion for
8 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and
9 Defense Counsel will expeditiously work together on behalf of the Parties by meeting in
10 person or by telephone, and in good faith, to resolve the disagreement. If the Court does not
11 grant Preliminary Approval or conditions Preliminary Approval on any material change to this
12 Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of
13 the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement
14 and otherwise satisfy the Court’s concerns.

15 **7. SETTLEMENT ADMINISTRATION.**

16 **7.1 Selection of Administrator.** The Parties have jointly selected CPT GROUP INC. to serve as
17 the Administrator and verified that, as a condition of appointment, CPT GROUP INC. agrees
18 to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this
19 Agreement in exchange for payment of Administration Expenses. The Parties and their
20 Counsel represent that they have no interest or relationship, financial or otherwise, with the
21 Administrator other than a professional relationship arising out of prior experiences
22 administering settlements.

23 **7.2 Employer Identification Number.** The Administrator shall have and use its own Employer
24 Identification Number for purposes of calculating payroll tax withholdings and providing
25 reports state and federal tax authorities.

26 **7.3 Qualified Settlement Fund.** The Administrator shall establish a settlement fund that meets the
27 requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section
28 468B-1.

1 **7.4 Notice to Class Members.**

2 7.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall
3 notify Class Counsel that the list has been received and state the number of Class Members,
4 PAGA Members, Workweeks and Pay Periods in the Class Data.

5 7.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 days after
6 receiving the Class Data, the Administrator will send to all Class Members identified in the
7 Class Data, via first-class USPS mail, the Class Notice with Spanish translation, if applicable,
8 substantially in the form attached to this Agreement as Exhibit A. The first page of the Class
9 Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or
10 Individual PAGA Payment payable to the Class Member, and the number of Workweeks and
11 PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class
12 Notices, the Administrator shall update Class Member addresses using the National Change of
13 Address database.

14 7.4.3 Not later than 3 business days after the Administrator's receipt of any Class Notice returned
15 by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any
16 forwarding address provided by the USPS. If the USPS does not provide a forwarding address,
17 the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice
18 to the most current address obtained. The Administrator has no obligation to make further
19 attempts to locate or send Class Notice to Class Members whose Class Notice is returned by
20 the USPS a second time.

21 7.4.4 The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay
22 Periods and Requests for Exclusion will be extended an additional 14 days beyond the 45 days
23 otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The
24 Administrator will inform the Class Member of the extended deadline with the re-mailed Class
25 Notice.

26 7.4.5 If the Administrator, CSH and MADRZYK or Class Counsel is contacted by or otherwise
27 discovers any persons who believe they should have been included in the Class Data and
28 should have received Class Notice, the Parties will expeditiously meet and confer in person or

1 by telephone, and in good faith, in an effort to agree on whether to include them as Class
2 Members. If the Parties agree, such persons will be Class Members entitled to the same rights
3 as other Class Members, and the Administrator will send, via email or overnight delivery, a
4 Class Notice requiring them to exercise options under this Agreement no later than 14 days
5 after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

6 **7.5 Requests for Exclusion (Opt-Outs).**

7 7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send
8 the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than
9 6045 days after the Administrator mails the Class Notice (plus an additional 14 days for Class
10 Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class
11 Member or his/her/their representative that reasonably communicates the Class Member's
12 election to be excluded from the Settlement and includes the Class Member's name, address
13 and email address or telephone number. To be valid, a Request for Exclusion must be timely
14 faxed, emailed, or postmarked by the Response Deadline.

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

24 7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is
25 deemed to be a Participating Class Member under this Agreement, entitled to all benefits and
26 bound by all terms and conditions of the Settlement, including the Participating Class
27 Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the
28 Participating Class Member actually receives the Class Notice or objects to the Settlement.

1 7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-
2 Participating Class Member and shall not receive an Individual Class Payment or have the
3 right to object to the class action components of the Settlement. Because future PAGA claims
4 are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members
5 who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of
6 this Agreement and are eligible for an Individual PAGA Payment.

7 **7.6 Challenges to Calculation of Workweeks.** Each Class Member shall have 6045 days after the
8 Administrator mails the Class Notice (plus an additional 14 days for Class Members whose
9 Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay
10 Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may
11 challenge the allocation by communicating with the Administrator via fax, email or mail. The
12 Administrator must encourage the challenging Class Member to submit supporting
13 documentation. In the absence of any contrary documentation, the Administrator is entitled to
14 presume that the Workweeks contained in the Class Notice are correct so long as they are
15 consistent with the Class Data. The Administrator's determination of each Class Member's
16 allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise
17 susceptible to challenge. The Administrator shall promptly provide copies of all challenges to
18 calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the
19 Administrator's determination the challenges.

20 **7.7 Objections to Settlement.**

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

25 7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email
26 or mail. In the alternative, Participating Class Members may appear in Court (or hire an
27 attorney to appear in Court) to present oral objections at the Final Approval Hearing. A
28 Participating Class Member who elects to send a written objection to the Administrator must

1 do so not later than 45 days after the Administrator’s mailing of the Class Notice (plus an
2 additional 14 days for Class Members whose Class Notice was re-mailed).

3 7.7.3 Non-Participating Class Members have no right to object to any of the class action
4 components of the Settlement.

5 7.8 **Administrator Duties**. The Administrator has a duty to perform or observe all tasks to be
6 performed or observed by the Administrator contained in this Agreement or otherwise.

7 7.8.1 **Website, Email Address and Toll-Free Number**. The Administrator will establish and
8 maintain and use an internet website to post information of interest to Class Members
9 including the date, time and location for the Final Approval Hearing and copies of the
10 Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class
11 Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class
12 Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final
13 Approval and the Judgment. The Administrator will also maintain and monitor an email
14 address and a toll-free telephone number to receive Class Member calls, faxes and emails.

15 7.8.2 **Requests for Exclusion (Opt-outs) and Exclusion List**. The Administrator will promptly
16 review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5
17 days after the expiration of the deadline for submitting Requests for Exclusion, the
18 Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the
19 names and other identifying information of Class Members who have timely submitted valid
20 Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of
21 Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests
22 for Exclusion from Settlement submitted (whether valid or invalid).

23 7.8.3 **Weekly Reports**. The Administrator must, on a weekly basis, provide written reports to
24 Class Counsel and Defense Counsel that, among other things, tally the number of: Class
25 Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion
26 (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay
27 Periods received and/or resolved, and checks mailed for Individual Class Payments and
28 Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include provide the

1 Administrator's assessment of the validity of Requests for Exclusion and attach copies of all
2 Requests for Exclusion and objections received.

3 **7.8.4 Workweek and/or Pay Period Challenges.** The Administrator has the authority to address
4 and make final decisions consistent with the terms of this Agreement on all Class Member
5 challenges over the calculation of Workweeks and/or Pay Periods. The Administrator's
6 decision shall be final and not appealable or otherwise susceptible to challenge.

7 **7.8.5 Administrator's Declaration.** Not later than 14 days before the date by which Plaintiff is
8 required to file the Motion for Final Approval of the Settlement, the Administrator will provide
9 to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court
10 attesting to its due diligence and compliance with all of its obligations under this Agreement,
11 including, but not limited to, its mailing of Class Notice, the Class Notices returned as
12 undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total
13 number of Requests for Exclusion from Settlement it received (both valid or invalid), the
14 number of written objections and attach the Exclusion List. The Administrator will supplement
15 its declaration as needed or requested by the Parties and/or the Court. Class Counsel is
16 responsible for filing the Administrator's declaration(s) in Court.

17 **7.8.6 Final Report by Settlement Administrator.** Within 10 days after the Administrator
18 disburses all funds in the Gross Settlement Amount, the Administrator will provide Class
19 Counsel and Defense Counsel with a final report detailing its disbursements by employee
20 identification number only of all payments made under this Agreement. At least 15 days before
21 any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and
22 Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement
23 of all payments required under this Agreement. Class Counsel is responsible for filing the
24 Administrator's declaration in Court.

25 **8. CLASS SIZE ESTIMATES [and ESCALATOR CLAUSE].** Based on a review of its records to
26 date, CSH and MADRZYK estimates there are 551 Class Members who collectively worked a
27 total of 13,500 Workweeks, and 361 Aggrieved Employees who worked a total 5300 of PAGA Pay
28 Periods.

1 **9. CSH and MADRZYK'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion
2 identified in the Exclusion List exceeds 5% of the total of all Class Members, CSH and
3 MADRZYK may, but is not obligated, elect to withdraw from the Settlement. The Parties agree
4 that, if CSH and MADRZYK withdraws, the Settlement shall be void ab initio, have no force or
5 effect whatsoever, and that neither Party will have any further obligation to perform under this
6 Agreement; provided, however, CSH and MADRZYK will remain responsible for paying all
7 Settlement Administration Expenses incurred to that point. CSH and MADRZYK must notify
8 Class Counsel and the Court of its election to withdraw not later than seven days after the
9 Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

10 **10. MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared Final
11 Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that
12 includes a request for approval of the PAGA settlement under Labor Code section 2699,
13 subdivision(l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion
14 for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later
15 than seven days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel
16 will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any
17 disagreements concerning the Motion for Final Approval.

18 **10.1 Response to Objections.** Each Party retains the right to respond to any objection raised by a
19 Participating Class Member, including the right to file responsive documents in Court no later
20 than five court days prior to the Final Approval Hearing, or as otherwise ordered or accepted
21 by the Court.

22 **10.2 Duty to Cooperate.** If the Court does not grant Final Approval or conditions Final Approval
23 on any material change to the Settlement (including, but not limited to, the scope of release to
24 be granted by Class Members), the Parties will expeditiously work together in good faith to
25 address the Court's concerns by revising the Agreement as necessary to obtain Final Approval.
26 The Court's decision to award less than the amounts requested for the Class Representative
27 Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment
28

1 and/or Administrator Expenses Payment shall not constitute a material modification to the
2 Agreement within the meaning of this paragraph.

3 **10.3 Continuing Jurisdiction of the Court.** The Parties agree that after entry of Judgment, the
4 Court will retain jurisdiction over the Parties Action, and the Settlement solely for purposes of
5 (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters
6 and (iii) addressing such post-Judgment matters as are permitted by law.

7 **10.4 Waiver of Right to Appeal.** Provided the Judgment is consistent with the terms and
8 conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class
9 Counsel Litigation Expenses Payment set forth in this Settlement, the Parties, their respective
10 counsel and all Participating Class Members who did not object to the Settlement as provided
11 in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-
12 judgment and appellate proceedings, the right to file motions to vacate judgment, motions for
13 new trial, extraordinary writs and appeals. The waiver of appeal does not include any waiver of
14 the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the
15 Parties' obligations to perform under this Agreement will be suspended until such time as the
16 appeal is finally resolved and the Judgment becomes final, except as to matters that do not
17 affect the amount of the Net Settlement Amount.

18 **10.5 Appellate Court Orders to Vacate, Reverse or Materially Modify Judgment.** If the
19 reviewing Court vacates, reverses or modifies the Judgment in a manner that requires a
20 material modification of this Agreement (including, but not limited to, the scope of release to
21 be granted by Class Members), this Agreement shall be null and void. The Parties shall
22 nevertheless expeditiously work together in good faith to address the appellate court's
23 concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any
24 additional Administration Expenses reasonably incurred after remittitur. An appellate decision
25 to vacate, reverse or modify the Court's award of the Class Representative Service Payment or
26 any payments to Class Counsel shall not constitute a material modification of the Judgment
27 within the meaning of this paragraph, as long as the Gross Settlement Amount remains
28 unchanged.

1 **11. AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil Procedure
2 section 384, the Parties will work together in good faith to jointly submit and a proposed amended
3 judgment.

4 **12. ADDITIONAL PROVISIONS.**

5 **12.1 No Admission of Liability, Class Certification or Representative Manageability for**
6 **Other Purposes.** This Agreement represents a compromise and settlement of highly disputed
7 claims. Nothing in this Agreement is intended or should be construed as an admission by CSH
8 and MADRZYK that any of the allegations in the Operative Complaint have merit or that CSH
9 and MADRZYK has any liability for any claims asserted; nor should it be intended or
10 construed as an admission by Plaintiff that CSH and MADRZYK's defenses in the Action
11 have merit. The Parties agree that class certification and representative treatment is for
12 purposes of this Settlement only. If, for any reason the Court does not grant Preliminary
13 Approval, Final Approval or enter Judgment, CSH and MADRZYK reserves the right to
14 contest certification of any class for any reasons, and CSH and MADRZYK reserves all
15 available defenses to the claims in the Action, and Plaintiff reserves the right to move for class
16 certification on any grounds available and to contest CSH and MADRZYK's defenses. The
17 Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing
18 on, and will not be admissible in connection with, any litigation (except for proceedings to
19 enforce or effectuate the Settlement and this Agreement).

20 **12.2 Confidentiality Prior to Preliminary Approval.** Plaintiff, Class Counsel, CSH and
21 MADRZYK and Defense Counsel separately agree that, until the Motion for Preliminary
22 Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or
23 publicize, or cause or permit another person to disclose, disseminate or publicize, any of the
24 terms of the Agreement directly or indirectly, specifically or generally, to any person,
25 corporation, association, government agency or other entity except: (1) to the Parties'
26 attorneys, accountants or spouses, all of whom will be instructed to keep this Agreement
27 confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to
28 appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response

1 to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to
2 immediately notify each other Party of any judicial or agency order, inquiry, or subpoena
3 seeking such information. Plaintiff, Class Counsel, XYZ and Defense Counsel separately agree
4 not to, directly or indirectly, initiate any conversation or other communication, before the filing
5 of the Motion for Preliminary Approval, with any third party regarding this Agreement or the
6 matters giving rise to this Agreement except to respond only that “the matter was resolved,” or
7 words to that effect. This paragraph does not restrict Class Counsel’s communications with
8 Class Members in accordance with Class Counsel’s ethical obligations owed to Class
9 Members.

10 **12.3 No Solicitation.** The Parties separately agree that they and their respective counsel and
11 employees will not solicit any Class Member to opt out of or object to the Settlement, or
12 appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class
13 Counsel’s ability to communicate with Class Members in accordance with Class Counsel’s
14 ethical obligations owed to Class Members.

15 **12.4 Integrated Agreement.** Upon execution by all Parties and their counsel, this Agreement
16 together with its attached exhibits shall constitute the entire agreement between the Parties
17 relating to the Settlement, superseding any and all oral representations, warranties, covenants
18 or inducements made to or by any Party.

19 **12.5 Attorney Authorization.** Class Counsel and Defense Counsel separately warrant and
20 represent that they are authorized by Plaintiff and CSH and MADRZYK’s, respectively, to
21 take all appropriate action required or permitted to be taken by such Parties pursuant to this
22 Agreement to effectuate its terms, and to execute any other documents reasonably required to
23 effectuate the terms of this Agreement including any amendments to this Agreement.

24 **12.6 Cooperation.** The Parties and their counsel will cooperate with each other and use their best
25 efforts, in good faith, to implement the Settlement by, among other things, modifying the
26 Settlement Agreement, submitting supplemental evidence and supplementing points and
27 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
28 or content of any document necessary to implement the Settlement, or on any modification of

1 the Agreement that may become necessary to implement the Settlement, the Parties will seek
2 the assistance of a mediator and/or the Court for resolution.

3 **12.7 No Prior Assignments.** The Parties separately represent and warrant that they have not
4 directly or indirectly assigned, transferred, encumbered or purported to assign, transfer or
5 encumber to any person or entity and portion of any liability, claim, demand, action, cause of
6 action or right released and discharged by the Party in this Settlement.

7 **12.8 No Tax Advice.** Neither Plaintiff, Class Counsel, CSH and MADRZYK's nor Defense
8 Counsel are providing any advice regarding taxes or taxability, nor shall anything in this
9 Settlement be relied upon as such within the meaning of United States Treasury Department
10 Circular 230 (31 CFR Part 10, as amended) or otherwise.

11 **12.9 Modification of Agreement.** This Agreement, and all parts of it, may be amended, modified,
12 changed or waived only by an express written instrument signed by all Parties or their
13 representatives and approved by the Court.

14 **12.10 Agreement Binding on Successors.** This Agreement will be binding upon, and inure to the
15 benefit of, the successors of each of the Parties.

16 **12.11 Applicable Law.** All terms and conditions of this Agreement and its exhibits will be
17 governed by and interpreted according to the internal laws of the State of California, without
18 regard to conflict of law principles.

19 **12.12 Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of
20 this Agreement. This Agreement will not be construed against any Party on the basis that the
21 Party was the drafter or participated in the drafting.

22 **12.13 Confidentiality.** To the extent permitted by law, all agreements made and orders entered
23 during Action and in this Agreement relating to the confidentiality of information shall survive
24 the execution of this Agreement.

25 **12.14 Use and Return of Class Data.** Information provided to Class Counsel pursuant to
26 Evidence Code section 1152, and all copies and summaries of the Class Data provided to Class
27 Counsel by CSH and MADRZYK's in connection with the mediation, other settlement
28 negotiations, or in connection with the Settlement, may be used only with respect to this

1 Settlement, and no other purpose, and may not be used in any way that violates any existing
2 contractual agreement, statute or California Rules of Court rule. Not later than 90 days after the
3 date when the Court discharges the Administrator’s obligation to provide a Declaration
4 confirming the final pay out of all Settlement funds, Plaintiff shall destroy all paper and
5 electronic versions of Class Data received from CSH and MADRZYK’s unless, prior to the
6 Court’s discharge of the Administrator’s obligation, CSH and MADRZYK’s make a written
7 request to Class Counsel for the return, rather than the destruction, of Class Data.

8 **12.15 Headings.** The descriptive heading of any section or paragraph of this Agreement is inserted
9 for convenience of reference only and does not constitute a part of this Agreement.

10 **12.16 Calendar Days.** Unless otherwise noted, all reference to “days” in this Agreement shall be
11 to calendar days. In the event any date or deadline set forth in this Agreement falls on a
12 weekend or federal legal holiday, such date or deadline shall be on the first business day
13 thereafter.

14 **12.17 Notice.** All notices, demands or other communications between the Parties in connection
15 with this Agreement will be in writing and deemed to have been duly given as of the third
16 business day after mailing by United States mail, or the day sent by email or messenger,
17 addressed as follows:

18 To Plaintiff: Law Offices of Hugo Gamez, 1900 Avenue of the Stars, Suite 900, Los Angeles, CA,
19 90067; Hugo@hgamezlaw.com

20 To CSH and MADRZYK’s: Laurie M. Cortez, Emilio Law Group, APC, 12832 Valley View St.
21 Suite 106, Garden Grove, CA 92845, lauriecortez@emiliolaw.com; info@emiliolaw.com

22 **12.18 Execution in Counterparts.** This Agreement may be executed in one or more counterparts
23 by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement
24 shall be accepted as an original. All executed counterparts and each of them will be deemed to
25 be one and the same instrument if counsel for the Parties will exchange between themselves
26 signed counterparts. Any executed counterpart will be admissible in evidence to prove the
27 existence and contents of this Agreement.
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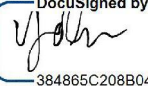
12.19 **Stay of Litigation.** The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

IT IS SO AGREED:

Dated: February ____, 2024

Albertina Torres

Dated: February ^{2/23/24} ____, 2024

DocuSigned by:

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Yolanda Castillo

Dated: February ____, 2024

CENTRAL SERVICES HOLDING, LLC
By Matthew Madrzyk, President

Dated: February ____, 2024

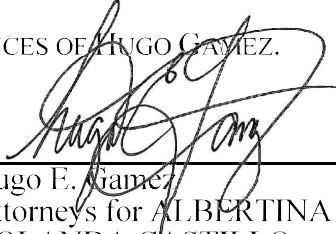
Matthew Madrzyk

AGREED AS TO FORM:

Respectfully Submitted,

DATED: February 29, 2022

LAW OFFICES OF HUGO GAMEZ.

By: 

Hugo E. Gamez,
Attorneys for ALBERTINA TORRES,
YOLANDA CASTILLO, and the putative
class

DATED: February __, 2022

EMILIO LAW GROUP, APC

By: _____
Laurie M. Cortez
Attorneys for Defendant
CENTRAL SERVICES HOLDING, LLC
and MATHEW MADRZYK

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12.19 **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 Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

IT IS SO AGREED:
Dated: February ^{AT}____, 2024

DocuSigned by:
Albertina Torres
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Albertina Torres

Dated: February____, 2024

Yolanda Castillo

Dated: February____, 2024

CENTRAL SERVICES HOLDING, LLC
By Matthew Madrzyk, President

Dated: February____, 2024

Matthew Madrzyk

AGREED AS TO FORM:

Respectfully Submitted,

DATED: February ____, 2022

LAW OFFICES OF HUGO GAMEZ.

By: _____
Hugo E. Gamez
Attorneys for ALBERTINA TORRES,
YOLANDA CASTILLO, and the putative
class

DATED: February ____, 2022

EMILIO LAW GROUP, APC

By: _____
Laurie M. Cortez
Attorneys for Defendant
CENTRAL SERVICES HOLDING, LLC
and MATHEW MADRZYK

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12.19 **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 Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

IT IS SO AGREED:

Dated: February ____, 2024

Albertina Torres

Dated: February ____, 2024

Yolanda Castillo

2/26/2024
Dated: February ____, 2024

DocuSigned by:
Matthew Madrzyk
CENTRAL SERVICES HOLDING, LLC
By Matthew Madrzyk, President

2/26/2024
Dated: February ____, 2024

DocuSigned by:
Matthew Madrzyk
Matthew Madrzyk

AGREED AS TO FORM:

DATED: February ____, 2022

Respectfully Submitted,
LAW OFFICES OF HUGO GAMEZ.

By: _____
Hugo E. Gamez
Attorneys for ALBERTINA TORRES,
YOLANDA CASTILLO, and the putative
class

DATED: February 29, 2022

EMILIO LAW GROUP, APC

By: _____
Laurie M. Cortez
Laurie M. Cortez
Attorneys for Defendant
CENTRAL SERVICES HOLDING, LLC
and MATHEW MADRZYK