

DANIEL AZIZI, ESQ. (SBN 268995)
 LILIUOKALANI MARTIN, ESQ. (SBN 292778)
 DOWNTOWN LA LAW GROUP, LLP
 910 S. Broadway
 Los Angeles, California 90015
 Telephone: (213) 389-3765
 Facsimile: (213) 389-2775
daniel@downtownlalaw.com
lili@downtownlalaw.com

Attorneys for Plaintiff
 PRISCILLA GONZALEZ

MARK S. POSARD (SBN 208790)
 JENNIFER M. HOLLY (SBN 263705)
 JENNA L. HALOP (SBN 339742)
 GORDON REES SCULLY MANSUKHANI, LLP
 3 Parkcenter Drive, Suite 200
 Sacramento, CA 95825
 Telephone: (916) 565-2900
 Facsimile: (916) 920-4402
mposard@grsm.com
jholly@grsm.com
jhalop@grsm.com

Attorneys for Defendants
 VENTURA COASTAL LLC and TANYA ANTOLIN

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF TULARE**

PRISCILLA GONZALEZ , as an aggrieved
 employee pursuant to the Private Attorneys
 General Act (PAGA),

Plaintiff,

vs.

VENTURA COASTAL LLC, a Delaware
 limited liability company; TANYA
 ANTOLIN, an individual; and DOES 1
 through 20, inclusive e,

Defendants.

) CASE NO. VCU293011

)
) Assigned for All Purposes to:
) Hon. Bret D. Hillman

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

)
)
)
)
)
) Complaint Filed: August 19, 2022

SETTLEMENT AGREEMENT AND RELEASE OF PAGA CLAIMS

Plaintiff Priscilla Gonzalez (“Plaintiff”), individually and in her capacity as a representative of the State of California on behalf of other aggrieved employees, and Defendant Ventura Coastal LLC (“Ventura Coastal”), hereby enter into this Settlement Agreement and Release of Private Attorneys General Act of 2004 Claims (“Settlement”) as follows:

I. DEFINITIONS

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

1. “**Action**” shall mean the civil action entitled *Gonzalez, Priscilla v. Ventura Coastal LLC, et al.*, filed in the Superior Court for the County of Tulare on August 19, 2022, designated as Case No. VCU293011. For purposes of this Settlement Agreement, the Action only includes Plaintiff’s PAGA Claim and does not include Plaintiff’s individual claims that were filed in the Superior Court for the County of Tulare on August 19, 2022, also Case No. VCU293011 (“Plaintiff’s Individual Claims.”)
2. “**Defendant**” shall mean Defendant Ventura Coastal LLC.
3. “**Defense Counsel**” shall mean GORDON REES SCULLY MANSUKHANI, LLP.
4. “**Effective Date**” refers to the date upon which both of the following have occurred:
 - (i) approval of the Settlement is granted by the Superior Court of California for the County of Tulare, or other court assuming jurisdiction of this matter, and (ii) the Court’s Judgment approving the Settlement becomes Final. The Court’s Judgment approving the Settlement becomes Final on the later of: (1) the day after the last day by which a notice of appeal of the Approval Order and/or of an order rejecting any motion to intervene may be timely filed, and none is filed; (2) if such an appeal is filed, and the Approval Order is affirmed, the day after the last date for filing a request for further review of the decision passes and no further review is requested; (3) if an appeal is filed and further review of the decision affirming the Approval Order is requested, the day after the request for review is denied with prejudice and/or no further review of the decision can be requested, or (4) if review is accepted, the day after the United States or California Supreme Court affirms the Settlement.
5. “**LWDA**” refers to the California Labor & Workforce Development Agency.
6. “**PAGA**” refers to the Labor Code Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*

1 7. **“PAGA Period”** shall mean June 15, 2021 through the date the Court grants approval of
2 this settlement.

3 8. **“PAGA Settlement Members”** shall mean all individuals who are or previously were
4 employed by Defendant in California, who are or were classified as hourly, non-exempt employees, at
5 any time during the PAGA Period.

6 9. **“PAGA Fund”** shall mean the Total Settlement Payment, less Plaintiff’s Counsel
7 Payment, Plaintiff’s Enhancement Award, and the Settlement Administration Costs.

8 10. **“Plaintiff”** refers to Priscilla Gonzalez individually and in her capacity as representative
9 of the State of California on behalf of other aggrieved employees.

10 11. **“Plaintiff’s Counsel”** refers to DOWNTOWN LA LAW GROUP, LLP.

11 12. **“Parties”** collectively refers to Plaintiff and Defendant.

12 13. **“Released Claims”** shall mean any and all claims, whether known or unknown, to
13 recover civil penalties pursuant to PAGA for any alleged violations by Defendant of California Labor
14 Code §§ 201-204, 210, 218.6, 226, 226.3, 226.7, 256, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1,
15 1198, 2802, and any category of violations identified in Labor Code § 2699.5, and the related applicable
16 IWC Wage Order provision for the PAGA Period, and any other violations that were alleged or could
17 have been alleged in Plaintiff’s letter to the LWDA or any complaint filed in this Action, with the
18 exception of Plaintiff’s Individual Claims.

19 14. **“Released Parties”** shall mean Defendant and their past, present and/or future, direct
20 and/or indirect, officers, directors, owners, vendors, employees, representatives, administrators,
21 attorneys, agents, related entities, parent companies, management companies, subsidiaries and affiliated
22 corporations, and their entities, consultants, shareholders, joint ventures, insurers, re-insurers,
23 predecessors, successors, and assigns, whether in their individual or official capacities, including Tanya
24 Antolin.

25 15. **“Settlement Administrator”** refers to a qualified, third-party settlement administrator
26 agreed to by the Parties to administer the terms of the Settlement. The Parties agree to utilize ILYM
27 Group, Inc. to administer the Settlement, at an estimated cost not to exceed \$15,000.
28

II. RECITALS

16. On October 28, 2021, Plaintiff sent a letter to the LWDA on behalf of herself, in compliance with California Labor Code section 2699.3. More than 65 days passed after the letter was sent to the LWDA, and the LWDA has not indicated that it intends to investigate the alleged violations referenced in the letter.

17. On August 19, 2022, Plaintiff filed a PAGA complaint in the Superior Court for the County of Tulare, designated as Case No. VCU293011, *Gonzalez, Priscilla v. Ventura Coastal, et al.* The PAGA Action seeks civil penalties and an award of reasonable attorneys' fees and costs.

18. Plaintiff's Counsel has thoroughly investigated the facts relating to the claims alleged in the operative complaint and have made a thorough study of the legal principles applicable to the claims asserted against Defendant. Based on their investigation and evaluation of this case, Plaintiff's Counsel has concluded that the settlement is fair, reasonable, and adequate in light of all known facts and circumstances, including the defenses asserted by Defendant, potential adverse findings regarding liability, and numerous potential appellate issues.

19. The Parties enter into this Settlement Agreement on a conditional basis. In the event the Court does not enter a Final Order and Judgment as defined in this Settlement Agreement, this Settlement Agreement will be deemed null and void *ab initio* and will be of no force or effect whatsoever and will not be referred to or utilized for any purpose whatsoever.

20. Defendant denied, and continues to deny, each and every claim and contention alleged in the Action and have always maintained that it never engaged in any unlawful acts regarding any of the matters alleged in the Action. Defendant does not waive, but rather expressly reserve, all rights to challenge all such claims and allegations upon all legal, procedural and factual grounds should this Settlement Agreement not become final. This Settlement Agreement reflects a compromise reached to end litigation.

21. The Parties stipulate and agree to the following terms of this Settlement Agreement with the intent that this Agreement finally disposes of the Action with prejudice.

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

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

2 22. Based on the factual and legal issues involved, the expense and time necessary to
3 prosecute the Action through trial, the risks, uncertainty and costs of further prosecution, the difficulty of
4 proof necessary to establish a class for purposes of liability, and the relative benefits to the PAGA
5 Settlement Members of an expeditious resolution to the Action, the Parties have concluded that the terms
6 set forth in this Settlement are fair, reasonable, adequate and in the best interests of the PAGA Settlement
7 Members.

8 23. By entering into this Settlement, Defendant denies any liability for any of the claims in
9 the Action, as well as any other potential or unknown claims based on wage and hour violations under
10 state or federal law. Neither this Settlement, nor any document referred to or contemplated herein, nor
11 any action taken to carry out this Settlement, is, may be construed as, or may be used as, an admission,
12 concession, or indication by or against Defendant of any unlawful conduct, fault, wrongdoing or liability
13 whatsoever. Defendant specifically denies that they have engaged in any unlawful or wrongful conduct
14 against Plaintiff or the PAGA Settlement Members.

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

16 **A. The Total Settlement Payment**

17 24. Ventura Coastal shall pay a settlement payment in a total amount of One Hundred Fifty
18 Thousand Dollars \$147,860.00 (the "Total Settlement Payment"). This is the maximum required
19 payment under this Settlement Agreement. The Total Settlement Payment includes (but is not limited to)
20 the PAGA Fund, Administration Costs, Attorneys' Fees, Attorneys' Expenses, and the Enhancement
21 Award. Ventura Coastal represents that there are approximately 7,393 pay periods.

22 **B. Enhancement Awards To Named Plaintiffs**

23 25. Subject to Court approval, Plaintiff may seek an enhancement award of up to \$5,000 to
24 be paid from the Total Settlement Payment, as an enhancement for her service as the PAGA
25 representative, in addition to any payment she may otherwise receive as a PAGA Settlement Member
26 ("Enhancement Award").

27 26. Defendant will not oppose Plaintiff's request for the Enhancement Award. Plaintiff will
28 be responsible for correctly characterizing this compensation for tax purposes and for paying any taxes

owing on said amount. The Parties agree that a reduction by the Court of the requested Enhancement Award is not a basis for rendering the entire Settlement voidable or unenforceable. Any reductions by the Court of the Enhancement Award shall revert to the PAGA Fund.

27. Release by Plaintiff:

Plaintiff releases the Released Claims upon the date of entry of an order by the Court in this Action approving this Settlement.

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

28. Plaintiff's Counsel will apply to the Court for an award of attorneys' fees not to exceed 45% of the Total Settlement Payment, and Plaintiff's Counsel will also seek reimbursement of reasonable litigation costs (attorneys' fees and reasonable litigation costs are referred to as "Plaintiff's Counsel Payment"). Attorneys' fees shall not exceed 45% of the Total Settlement Payment. Costs are estimated not to exceed \$15,000.00.

29. Defendant will not oppose or object to Plaintiff's Counsels' application for attorneys' fees, not to exceed 45% of the Total Settlement Payment plus all documented and reasonable litigation costs and expenses.

30. Plaintiff's Counsel's fees and costs payments shall be paid from the Total Settlement Payment. Any reductions by the Court of Plaintiff's Counsel's request for attorneys' fees or costs shall revert to the PAGA Fund.

D. Settlement Administration Fees and Costs

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

32. The settlement administration fees and costs shall be paid from the Total Settlement Payment. Any reductions by the Court or any unused amount shall revert to the PAGA Fund.

E. PAGA Fund

33. After deducting the Plaintiff's Counsel Payment, Plaintiff's Enhancement Award, and Settlement Administration Costs, the remainder of the Total Settlement Payment shall be allocated toward payment to the Labor & Workforce Development Agency and PAGA Settlement Members (the "PAGA Fund").

34. Seventy-five percent (75%) of the PAGA Fund will be sent to the LWDA and twenty-five percent (25%) of the PAGA Fund will be allocated among the PAGA Settlement Members, based on his or her proportionate share of the weeks worked during the PAGA Period.

V. COMPUTATION AND DISTRIBUTION OF TOTAL SETTLEMENT FUND

A. Deposit of Total Settlement Payment

35. The Settlement Administrator shall establish a Qualified Settlement Fund pursuant to Section 468B(g) of the Internal Revenue Code for purposes of administering the Settlement. The Settlement Administrator shall furnish the Qualified Settlement Fund with its own Employer ID Number and calculate all settlement checks and withholdings (if any) required under law based on information that will be confidentially furnished by Ventura Coastal. There are no payroll deductions to be calculated under this Settlement, since no part of the Settlement will be classified as wages.

36. Ventura Coastal shall deposit the Total Settlement Payment with the Settlement Administrator within thirty (30) calendar days of the Effective Date.

B. Formula for Calculating Share of PAGA Fund

37. The portion of the PAGA Fund that is paid to each PAGA Settlement Member shall be determined based on the following formula:

- (a) The payment to PAGA Settlement Members will be based on the number of pay periods worked by each PAGA Settlement Member during the PAGA Period.
- (b) The amount to be paid per pay period worked by a PAGA Settlement Member will be calculated by dividing the value of the portion of the PAGA Fund that will be paid to PAGA Settlement Members by the total number of pay periods worked

by all PAGA Settlement Members during the PAGA Period.

- (c) Ventura Coastal's records shall be determinative for purposes of calculating the number of pay periods worked and any payments to PAGA Settlement Members.

C. Distribution of PAGA Fund

38. Ventura Coastal shall provide the Settlement Administrator with a list of the names and addresses of the PAGA Settlement Members, to be furnished within thirty (30) days after the Court issues an Order approving the Settlement. The contact information is being provided confidentially to the Settlement Administrator only, and the Settlement Administrator shall treat the information as private and confidential and take all necessary precautions to maintain the confidentiality of contact information of the PAGA Settlement Members. This information is to be used only to carry out the Settlement Administrator's duties as specified in this Settlement.

39. Within seven (7) days after the Total Settlement Payment is fully funded, the Settlement Administrator shall pay to the LWDA an amount equivalent to seventy-five percent (75%) of the PAGA Fund, or as otherwise directed by the Court.

40. Within seven (7) days after the Total Settlement Payment is fully funded, the Settlement Administrator shall distribute to PAGA Settlement Members their individual portion of the PAGA Fund (the "Individual Payment"), or as otherwise directed by the Court.

41. Within seven (7) days after the Total Settlement Payment is fully funded, the Settlement Administrator shall distribute to the Plaintiff's Counsel their court-approved Plaintiff's Counsel Payment and approved litigation costs.

42. The Settlement Administrator will send the Individual Payment to the PAGA Settlement Members by postmarked First Class U.S. Mail, along with a letter explaining the settlement in substantially the same form as **Exhibit A** hereto.

43. Within seven (7) days after the Total Settlement Payment is fully funded, the Settlement Administrator shall distribute to Plaintiff any incentive payment.

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

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

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

14 46. All settlement checks will remain valid and negotiable for 180 days from the date of their
15 mailing by the Settlement Administrator. After 180 days from the date of their mailing by the Settlement
16 Administrator, any uncashed checks will be void and escheat to the California State Controller's Office
17 in the name of the PAGA Settlement Member who did not cash his or her check.

18 47. No later than January 31 of the year following payment of their individual portion of the
19 PAGA Fund, the Settlement Administrator will prepare and issue IRS Form 1099 to PAGA Settlement
20 Members who received a payment.

21 **D. Settlement Administration Payment**

22 48. Within seven (7) days after Total Settlement Payment is fully funded, the Settlement
23 Administrator shall deduct an amount equivalent to the Settlement Administrative Costs.

24 **VI. CLAIMS RELEASED BY PAGA SETTLEMENT MEMBERS**

25 **A. Claims Released by the LWDA and All PAGA Settlement Members**

26 49. Upon the date of entry of an order by the Court in this Action approving this Settlement,
27 and payment of all funds due under this Settlement, the LWDA and PAGA Settlement Members,
28 including Plaintiff, fully release and forever discharge the Released Parties from any and all Released

Claims, with the exception of Plaintiff's Individual Claims. As a result of this release, the PAGA Settlement Members will be unable to bring a claim under, or recover in any other claim brought under, the California Private Attorneys General Act, California Labor Code § 2698 *et seq.*, for any violations of the Released Claims that took place during the PAGA Period.

B. Tax Treatment and Tax Indemnification

50. PAGA Settlement Members will assume any tax obligations or consequences which may arise from this Settlement. PAGA Settlement Members release any and all claims that they have or may have against Defendant for any claims, demands, deficiencies, levies, assessments, executions, judgments, penalties, taxes, indemnification, and any other recoveries related to any payments made under this Settlement or any compensation provided at any time by Defendant or any of the Released Parties. If any state or federal taxing authority contacts, investigates, or pursues any action against any PAGA Settlement Members for their individual share of taxes related to any payments made under this Settlement or any compensation provided at any time by Defendant or any of the Released Parties, each PAGA Settlement Member shall be responsible for their own defense of and payment for any claim of unpaid taxes, interest, or penalties brought by any state or federal taxing authority for the PAGA Settlement Member's share of any state or federal tax obligation. If a PAGA Settlement Member has questions about any liability to any state or federal taxing authority, they shall contact the Settlement Administrator. The PAGA Settlement Members shall not contact Defendant, any of the Released Parties, or Defense Counsel.

VII. MISCELLANEOUS PROVISIONS

A. Mutual Full Cooperation

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

B. Parties' Authority

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

1 Settlement.

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

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

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

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

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

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

20 57. Plaintiff's Counsel and Defense Counsel have arrived at this Settlement as a result of a
21 series of arm's-length negotiations, taking into account all relevant factors, present and potential.

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

25 **E. Execution of the Settlement**

26 59. This Settlement may be executed in one or more counterparts and by facsimile. All
27 executed copies of this Settlement and photocopies thereof shall have the same force and effect and shall
28 be as legally binding and enforceable as the original.

1 **F. Continuing Jurisdiction of the Court**

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

6 **G. Representations by Plaintiff**

7 61. Plaintiff acknowledges the following:

- 8 (a) Plaintiff has carefully read and fully understand all of the provisions of this
9 Settlement;
- 10 (b) Plaintiff knowingly and voluntarily agrees to all of the terms set forth in this
11 Settlement and has not been coerced, threatened, or intimidated into executing
12 this Settlement;
- 13 (c) Plaintiff was advised, and hereby is advised in writing, to consider the terms of
14 this Settlement and consult with her attorneys before signing this Settlement.
- 15 (d) Other than the fees and costs awarded pursuant to the terms of this Settlement,
16 Plaintiff acknowledges that all parties shall bear their own fees and costs through
17 the conclusion of this action.

18 **H. Representations by Defendant**

19 62. Defendant acknowledges the following:

- 20 (a) Defendant has carefully read and fully understand all of the provisions of this
21 Settlement;
- 22 (b) Defendant knowingly and voluntarily agrees to all of the terms set forth in this
23 Settlement and have not been coerced, threatened, or intimidated into executing
24 this Settlement;
- 25 (c) Defendant was advised, and hereby is advised in writing, to consider the terms of
26 this Settlement and consult with its attorney before signing this Settlement.
- 27 (d) Other than the fees and costs awarded pursuant to the terms of this Settlement,
28 Defendant acknowledges that all parties shall bear their own fees and costs

through the conclusion of this action.

(e)

AGREED TO BY PLAINTIFF:

DATED: 11/10/2023

Priscilla Gonzalez, individually and on behalf of other
aggrieved employees



AGREED TO BY DEFENDANT:

Ventura Coastal LLC

DATED: November 16, 2023 | 7:06 PM PST

DocuSigned by:



Gabriella Botalla-Bell, Chief Human Resources
Officer