

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiffs MARCUS DUNLAP, LISA SIKES, and ERICA CHRISTIAN KNOX (“Plaintiffs”) and SAN DIEGO CENTER FOR CHILDREN (“Defendant”). The Agreement refers to Plaintiffs and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS

1.1. “Action” means the Plaintiffs’ PAGA lawsuits alleging wage and hour violations against Defendant captioned *Marcus Dunlap v. San Diego Center for Children*, San Diego Superior Court Case number 37-2021-00031432-CU-OE-CTL, *Lisa Sikes v. San Diego Center for Children*, San Diego Superior Court Case number 37-2021-00040576-CU-OE-CTL, and *Erica Christian Knox v. San Diego Center for Children*, San Diego Superior Court Case number 37-2022-00029638-CU-OE-CTL.

1.2. “Administrator” means Apex Class Action LLC, the neutral entity the Parties have agreed to appoint to administer the Settlement.

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

1.4. “Aggrieved Employees” means all persons currently or formerly employed by San Diego Center for Children in the State of California and classified as a non-exempt hourly-paid employees during the PAGA Period.

1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendant’s possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.

1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.

1.7. “Court” means the Superior Court of California, County of San Diego.

1.8. “Defense Counsel” means Larry Helfman of FRIEDENTHAL, HEFFERNAN & BROWN, LLP

1.9. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the Judgment is final. The Judgment is final as of the day the Court enters Judgment.

1.10. “Gross Settlement Amount” means \$730,000.00 which is the total and maximum amount Defendant agrees to pay under the Settlement, except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator’s Expenses Payment.

1.11. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.

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

1.13. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code § 2699, subd. (i).

1.14. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code § 2699, subd. (i).

1.15. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.

1.16. “PAGA Counsel” means Darren M. Cohen of KINGSLEY & KINGSLEY, APC and Edwin Aiwazian, Arby Aiwazian, Joanna Ghosh, and Vartan Madoyan of LAWYERS FOR JUSTICE, PC, the attorneys representing the Plaintiffs in the Action.

1.17. “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

1.18. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for and was paid wages by Defendant for at least one day during such pay period.

1.19. “PAGA Period” means the period from May 18, 2020 to October 31, 2023.

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

1.21. “PAGA Notices” means Plaintiffs’ May 18, 2021, July 16, 2021, and May 20, 2022 letters to Defendant and the LWDA providing notice pursuant to Labor Code § 2699.3, subd.(a).

1.22. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to LWDA in settlement of PAGA claims.

1.23. “Plaintiffs” means Marcus Dunlap, Lisa Sikes, and Erica Christian Knox, the named plaintiffs in the Action.

1.24. “Approval Order” means the proposed Court Order Granting Approval of PAGA Settlement.

1.25. “Released PAGA Claims” means the claims being released by the Plaintiffs, the Aggrieved Employees, and PAGA Counsel and as described in Paragraph 5 below.

1.26. “Released Parties” means: San Diego Center for Children and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, reinsurers, predecessors, successors, agents, representatives, contractors, assigns, subsidiaries, and/or affiliated entities

1.27. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

1.28. “Defendant” means named Defendant San Diego Center for Children.

2. RECITALS

2.1. On July 22, 2021, Plaintiff Dunlap filed his Complaint alleging causes of action against Defendant alleging violation of California Labor Code § 2698, *et seq.* This case was initially assigned to the Honorable Ronald Frazier of the San Diego Superior Court.

2.2. On September 22, 2021, Plaintiff Sikes filed her Complaint alleging causes of action against Defendant alleging violation of California Labor Code § 2698, *et seq.* This case was initially assigned to the Honorable Carolyn Caietti of the San Diego Superior Court.

2.3. On July 27, 2022, Plaintiff Knox filed her Complaint alleging causes of action against Defendant alleging violation of California Labor Code § 2698, *et seq.* This case was initially assigned to the Honorable James Mangione of the San Diego Superior Court.

2.4. On October 22, 2022, pursuant to a stipulation followed by the Plaintiffs Dunlap and Sikes and Defendant, the *Dunlap* and *Sikes* actions were consolidated before Honorable Ronald Frazier, and *Dunlap* was designated the lead case.

2.5. The above-referenced complaints filed in the Dunlap, Sikes and Knox cases are referred to herein as the “Operative Complaints.”

2.6. On April 7, 2023, the *Knox* action was reassigned to and currently pending before Honorable Roland Frazier.

2.7. The Operative Complaints, and the PAGA Notices, seek PAGA penalties, attorney's fees and costs, and causes of action under California's Private Attorney General Act, Labor Code § 2698, *et seq.*, based on alleged violations of the California Labor Code and IWC Wage Orders allegedly committed against Plaintiffs and the Aggrieved Employees, including alleged failure to pay wages owed, failure to pay overtime and double time, failure to pay minimum wage, failure to provide compliant rest and meal periods, failure to keep accurate payroll records and provided accurate itemized wage statements, failure to provide employment records, failure to pay reporting time wages and premiums, failure to pay or provide sick pay, failure to provide proper notice of sick pay, failure to pay split shift wages and premiums, failure to timely pay all wages earned, failure to pay all wages earned upon discharge, failure to reimburse expenses, failing to provide one day's rest in a seven day workweek, and allegedly engaged in other conduct that resulted in violations of the California Labor Code, including but not limited to violations of California Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 245 – 248.5, 510, 512, 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 1199, 2800, 2802, California Code of Regulations, Title 8, §§ 11050(5)(A), 11050(4)(C), as well as violations of the applicable IWC Wage Order. The aforementioned Complaints seeks PAGA penalties and statutory attorney's fees and costs, and are the Operative Complaints in the Action (the "Operative Complaints").

2.8. Defendant denies the allegations in the Operative Complaints, denies any failure to comply with the laws identified in in the Operative Complaints and denies any and all liability for the causes of action alleged. This PAGA Settlement Agreement does not constitute an admission by Defendant of any violation of federal, state, or local law, ordinance or regulation or of any violation of Defendant's policies, procedures, or of any liability or wrongdoing whatsoever. Consistent therewith, Defendant has denied, and continues to deny, any allegation made by Plaintiffs, and Defendant has further denied, and continue to deny, that Plaintiffs or the Aggrieved Employees have been damaged in any way or are entitled to any remedy in any form, whether legal or equitable. Neither this PAGA Settlement Agreement nor anything in this PAGA Settlement Agreement shall be construed to be or shall be admissible in any proceeding as evidence of liability or wrongdoing by Defendant.

2.9. Pursuant to Labor Code § 2699.3, subd.(a), Plaintiffs gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.

2.10. On May 22, 2023, the Parties participated in an all-day mediation presided over by Jeffrey Krivis, Esq. which did not result in a settlement. However, the Parties continued settlement discussion and negotiations over an extended period of time until the Settlement was reached.

2.11. Prior to mediation and negotiating the Settlement, Plaintiffs obtained, through informal discovery, a sample of time and pay records, Defendant's policies and procedures, employee handbooks, and other relevant documents.

2.12. Because the PAGA Settlement Agreement requires approval by the Court, the Parties enter into this PAGA Settlement Agreement on a conditional basis. This PAGA Settlement Agreement is expressly contingent upon the Court's approval of the PAGA

Settlement Agreement pursuant to the terms and conditions set forth in this PAGA Settlement Agreement.

2.13. If the Court makes a change to the monetary or release provisions of the settlement, then, at the option of either party, this PAGA Settlement Agreement can be declared null and void and unenforceable. In that case, the Parties will attempt in good faith to reach an alternative agreement, if possible.

3. **MONETARY TERMS**

3.1. **Gross Settlement Amount.** Except as otherwise provided by Paragraph 9 below, Defendant promises to pay \$730,000.00 and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 6.1 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

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

3.2.1. **To PAGA Counsel:** A PAGA Counsel Fees Payment of not more than 35% which is currently estimated to be \$255,500.00 and PAGA Counsel Litigation Expenses Payment of not more than \$30,000.00. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2. **To the Administrator:** An Administrator Expenses Payment not to exceed \$7,500.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$7,500.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.3. **To the LWDA and Aggrieved Employees:** PAGA Penalties in the amount of \$437,000.00 to be paid from the Gross Settlement Amount, with 75% (\$327,750.00) allocated to the LWDA PAGA Payment and 25% (\$109,250.00) allocated to the Individual PAGA Payments.

3.2.3.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$109,250.00) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

4. SETTLEMENT FUNDING AND PAYMENTS

4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are 637 Aggrieved Employees who worked a total 19,497 of PAGA Pay Periods.

4.2. Aggrieved Employee Data. Within 15 days after the Effective Date, Defendant will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

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

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

4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void

date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

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

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

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

5. **RELEASES OF CLAIMS**

Effective on the date when Defendant fully funds the entire Gross Settlement Amount, the Aggrieved Employees, including Plaintiffs, and PAGA Counsel will release claims against all Released Parties as follows:

5.1 Release by Aggrieved Employees, including Plaintiffs: All Aggrieved Employees, including Plaintiffs, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties, damages, attorney's fees, costs, restitution, or injunctive relief that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaints and the PAGA Notices. The time period governing these Released Claims shall be the PAGA Period.

5.2 Release by PAGA Counsel: PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Fees incurred in connection with the Operative Complaints and the PAGA Period facts stated in the Operative Complaints and the PAGA Notices.

5.3 In accordance with *Arias v. Superior Court*, 46 Cal. 4th 969, 985 (2009), a judgment in "a representative action brought by an aggrieved employee under the Labor Code Private Attorneys General Act of 2004...is binding not only on the named employee plaintiff but also on government agencies and any aggrieved employee not a party to the proceeding," which the Approval Order shall so reflect. However, notwithstanding anything to contrary contained

herein, in accordance with *Arias, supra*, the Approval Order shall be binding on the Aggrieved Employees as to the PAGA Claims, such that Plaintiffs and the Aggrieved Employees shall be forever barred and enjoined from instituting or prosecuting, either directly or indirectly, individually, collectively, and/or representatively, any PAGA Claim released by this Agreement against any Released Parties.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT

The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

6.1 Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel, five business days before filing, all documents necessary for obtaining approval of this Settlement under Labor Code § 2699, subd. (f)(2)) including (i) a stipulation or motion for approval of the settlement pursuant to California Labor Code § 2699(1)(2), advocating that the PAGA Settlement Agreement is fair, adequate, and reasonable, and Defendant and Defendant's Counsel shall not oppose such a motion. (ii) a draft proposed Order Granting Approval of PAGA Settlement; (iii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iv) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code § 2699.3, subd. (a)), Operative Complaints (Labor Code § 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiffs and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than thirty (30) days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

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

good faith, to modify the Agreement, to the extent authorized and agreed to by their respective clients, and otherwise satisfy the Court's concerns, if possible.

7. SETTLEMENT ADMINISTRATION

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

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

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

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

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES

Based on Defendant's records, Defendant estimates that there were 637 Aggrieved Employees who worked 19,497 PAGA Pay Periods during the PAGA Period. In the event the actual number of PAGA Pay Periods during the PAGA Period is more than ten percent (10%) higher than this estimated amount (i.e., more than 21,447), then Defendant will have the option to either (1) reduce the release period set forth in Section 5 hereof by the number of pay periods that are in excess of 21,447 for the PAGA Period; or (2) increase the Gross Settlement Amount by an amount equal to the percentage difference, in excess of 10%, between the actual number of Pay Periods during the PAGA Period, and the estimated number of 19,497 (e.g., if the percentage difference is 15%, the Gross Settlement Amount may increase by 5%, if the percentage difference is 25%, the Gross Settlement Amount may increase by 15%).

9. CONTINUING JURISDICTION OF THE COURT

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

9.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the release provisions, the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10. ADDITIONAL PROVISIONS

10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

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

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

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

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

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

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

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

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

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

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

10.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code § 1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendant unless, prior to the Administrator's payment of all Settlement Funds, Defendant makes a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.

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

10.14 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a

weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

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

To Plaintiff:

Darren M. Cohen, Esq.
dcohen@kingsleykingsley.com
Kingsley & Kingsley
16133 Ventura Blvd. Suite 1200
Encino, CA 91436
Telephone: (818) 990-8300
Fax: (818) 990-2903

Edwin Aiwarzian, Esq.
edwin@calljustice.com
Lawyers for Justice, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020
Fax: (818) 265-1021

To Defendant:

FRIEDENTHAL, HEFFERNAN & BROWN, LLP
Larry Helfman, Esq.
lhelfman@fhblawyers.com
1520 W. Colorado Boulevard, Second Floor
Pasadena, CA 91105
Telephone: (310) 270-9877
Fax: (310) 341-2330

10.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.17 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP § 583.330 to extend

the date to bring a case to trial under CCP § 583.310 for the entire period of this settlement process.

DATED: 10/07/2024

Electronically Signed: 2024-10-07 19:47:33 UTC - 68.107.71.93
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Marcus Dunlap
Plaintiff

DATED: _____

Lisa Sikes
Plaintiff

DATED: August 29, 2024

Signed by:
Erica Christian Knox
87ADDFF43784481...
Erica Christian Knox
Plaintiff

DATED: _____

SAN DIEGO CENTER FOR CHILDREN

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM AND CONTENT:

DATED: August 30, 2024

KINGSLEY & KINGSLEY, APC

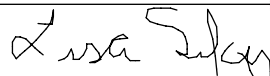
By: Darren M. Cohen
Darren M. Cohen, Esq.
Attorneys for Plaintiff
ERICA CHRISTIAN KNOX

the date to bring a case to trial under CCP § 583.310 for the entire period of this settlement process.

DATED: _____

Marcus Dunlap
Plaintiff

DATED: 10/07/2024

Electronically Signed 2024-10-07 22:44:32 UTC - 172.59.72.162


Lisa Sikes
Plaintiff

DATED: August 29, 2024

Signed by:


Erica Christian Knox
Plaintiff

DATED: _____

SAN DIEGO CENTER FOR CHILDREN

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM AND CONTENT:

DATED: August 30, 2024

KINGSLEY & KINGSLEY, APC

By: 

Darren M. Cohen, Esq.
Attorneys for Plaintiff
ERICA CHRISTIAN KNOX

the date to bring a case to trial under CCP § 583.310 for the entire period of this settlement process.

DATED: _____

Marcus Dunlap
Plaintiff

DATED: _____

Lisa Sikes
Plaintiff

DATED: August 29, 2024

Signed by:
Erica Christian Knox
Erica Christian Knox
Plaintiff

DATED: September 19, 2024

SAN DIEGO CENTER FOR CHILDREN

By: Michael Nelson
Name: MICHAEL NELSON
Title: CAO

APPROVED AS TO FORM AND CONTENT:

DATED: August 30, 2024

KINGSLEY & KINGSLEY, APC

By: Darren M. Cohen
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Attorneys for Plaintiff
ERICA CHRISTIAN KNOX

DATED: November 8, 2024

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By: 
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DATED: August __, 2024

LAWYERS FOR JUSTICE, PC

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DATED: December 6, 2024

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By: _____



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